



City of Leavenworth
100 N. 5th Street
Leavenworth, Kansas 66048

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, OCTOBER 28, 2025 6:00 P.M.

Welcome to your City Commission Meeting – Please turn off or silence all cell phones during the meeting
Meetings are televised everyday on Channel 2 at 6 p.m. and midnight and available for viewing on YouTube

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PRESENTATIONS AND PROCLAMATIONS:

1. Mayor's Award
2. Proclamations: (pg. 03)
 - a. National Family Literacy Day
 - b. National American Indian Heritage Month

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

3. Minutes from October 14, 2025 Regular Meeting **Action:** Motion (pg. 05)

Second Consideration Ordinances:

4. Second Consideration Ordinance No. 8272 Amending Code of Ordinances Chapter 44, Traffic and Vehicles, Article III Speed Limits **Action:** Roll Call Vote (pg. 10)

NEW BUSINESS:

Public Comment: *Public comment is limited to 3 minutes per speaker. In the interest of time, we ask that groups wishing to speak limit their public comment to one presenter. This is an opportunity for the City Commission to hear the thoughts of the public prior to conducting official City business. The Mayor, City Commission, and City staff have been asked not to respond to those giving public comment, and action may not be taken by the Commission on public comment items. The Mayor may direct staff to follow-up with specific individuals after the meeting. When speaking, please state your name and address. A sign-up sheet will be provided in the commission chambers for anyone wishing to speak.*

General Items:

5. Cancellation of the November 11, 2025 City Commission Regular Meeting **Action:** Motion (pg. 14)

Resolutions:

6. Resolution B-2409 Leavenworth Christmas Market Special Event Street Closure for Possession & Consumption of Alcohol **Action:** Motion (pg. 15)
7. Resolution B-2410 Approving Participation with the Regional Resource Agreement through Mid-America Regional Council (MARC) **Action:** Motion (pg. 18)

Bids, Contracts and Agreements:

8. Consider Concurrence of KDOT Award of Bid for Vilas Street Sidewalk Improvement Project **Action:** Motion (pg. 36)
9. Consider Award of Design Contract for 4th Street CCLIP Project – Seneca to Metropolitan **Action:** Motion (pg. 43)

First Consideration Ordinances:

10. First Consideration Ordinance for Special Use Permit to Allow Automobile Sales in I-1 Zoning District at 1512 S 2nd Street **Action:** Consensus (pg. 64)
11. First Consideration Ordinance for Special Use Permit to Allow Home Occupation in R1-6 Zoning District at 813 Kickapoo Street **Action:** Consensus (pg. 75)

Consent Agenda:

Claims for October 10, 2025 through October 23, 2025, in the amount of \$1,254,711.81; Net amount for Payroll #21 effective October 17, 2025, in the amount of \$424,142.86 (Includes Police & Fire Pension in the amount of \$7,753.58).

Action: Motion

Other:

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *National Family Literacy Day, established by the 103rd Congress in 1994, and now marking its 31st anniversary on November 1, 2025, highlights the importance of reading and learning for the entire family and emphasizes the impact that parents have on their child's learning; and*
- WHEREAS,** *this day is celebrated across America each year, and focuses on special activities and events that showcase the importance of family literacy programs that empower families and build a nation of readers; and*
- WHEREAS,** *literacy programs across the United States will observe National Family Literacy Day by holding read-a-thons, book drives, workshops and family activities at schools, libraries and community centers to encourage literacy; and*
- WHEREAS,** *as many as one in six adults struggle with reading and writing, and by learning to read, individuals can gain self-respect and confidence and strive toward goals that otherwise would not be achievable; and*
- WHEREAS,** *the National Society of the Daughters of the American Revolution is a nonprofit, nonpolitical volunteer woman's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children and adults; and*
- WHEREAS,** *education being one of the cornerstone of the National Society of the Daughters of the American Revolution Captain Jesse Leavenworth Chapter is committed in increasing literacy by promoting and supporting literacy programs.*

NOW, THEREFORE, I, Holly Pittman, Mayor of the City of Leavenworth, Kansas hereby proclaim November 1, 2025 as:

National Family Literacy Day

To underscore the importance of literacy, celebrate the joy of reading and encourage residents to promote literacy by reading together as a family, and to extend deep appreciation to our local librarians, educators, and literacy service providers for their tireless efforts to strengthen the literacy of our children and community.

IN WITNESS WHEREOF, I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this twenty-eighth day of October in the year of two-thousand and twenty-five.

Holly Pittman, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and*

WHEREAS, *the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and*

WHEREAS, *their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and*

WHEREAS, *Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and*

WHEREAS, *in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned.*

NOW, THEREFORE, *I, Holly Pittman, Mayor of the City of Leavenworth, Kansas hereby proclaim November 2025 as:*

National American Indian Heritage Month

I urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this twenty-eighth day of October in the year of two-thousand and twenty-five.*

Holly Pittman, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



CALL TO ORDER - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Pro Tem Nancy Bauder, Commissioners Edd Hingula, Griff Martin and Jermaine Wilson. Absent: Mayor Holly Pittman.

Staff members present: Acting City Manager and Police Chief Patrick Kitchens, Assistant to the City Manager Trevor Cook, Deputy Police Chief Maj. Dan Nicodemus, Finance Director Roberta Beier, Public Works Director Brian Faust, Public Information Officer Melissa Bower, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

Mayor Pro Tem Bauder asked everyone to stand for the pledge of allegiance followed by silent meditation.

PROCLAMATIONS:

World Polio Day - Mayor Pro Tem Bauder read the proclamation proclaiming the month of October 24, 2025 as World Polio Day. The proclamation was accepted by members of the Rotary Club of Leavenworth.

Military Retiree Appreciation Day - Mayor Pro Tem Bauder read the proclamation proclaiming October 25, 2025 as Military Retiree Appreciation Day. The proclamation was accepted by Norm Greczyn.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Martin moved to accept the minutes from the September 23, 2025 regular meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro Tem Bauder declared the motion carried 4-0.

Second Consideration Ordinances:

Second Consideration Ordinance No. 8270 Adopting Leavenworth County Sanitary Code for Private Sewage Disposal Systems – City Clerk Sarah Bodensteiner reviewed the Ordinance. There have been no changes since first introduced at the September 23, 2025 meeting.

Mayor Pro Tem Bauder called the roll and Ordinance No. 8270 was unanimously approved.

Second Consideration Ordinance No. 8271 Special Use Permit to Allow a Two-Family Dwelling at 510 Kiowa Street – City Clerk Sarah Bodensteiner reviewed the Ordinance. There have been no changes since first introduced at the September 23, 2025 meeting.

Mayor Pro Tem Bauder called the roll and Ordinance No. 8271 was unanimously approved.

NEW BUSINESS:

Public Comment: *(Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes)*

Clair Neely, 719 Kiowa Street:

- Spoke about the Women's Oxford House
- Housing is a need in the community
- Working on opening a men's house and then a family house
- Mental health and addiction are key players in homelessness
- Oxford house is a safe place for people to heal and grow
- Ribbon Cutting happening on October 31st

Dani Redmon, Shenandoah Development, Leavenworth:

- Mentioned the Alert Sense texting service
- It's a smart forward-thinking tool for the community
- Thanked the City for the service and wants to see more people join the service
- Asked if a blurb and link could go out on a water bill or a postcard could be sent to the community to let them know about the service
- Thanked City Staff for their behind the scenes work on this matter

Ashley Pitts, 845 Lewis Drive:

- Noted she finds it difficult to find information about the candidates
- Would like an easier process and more accessible information to learn about candidates
- Suggested posters could be hung up in government buildings with QR Codes or links to their webpages
- Mentioned the yard size signs can be distracting to those driving in certain areas of town and if the City could do something about that for safety

General Items:

Mayor's Appointments

Mayor Pro Tem Bauder moved to reappoint to the Community Corrections Advisory Board Patrick Kitchens and Marcia Jackson to terms ending October 16, 2027. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro Tem Bauder declared the motion carried 4-0.

Consider Special Event Street Closure Request for the Christmas Market Event – City Clerk Sarah Bodensteiner presented for consideration a request to close two blocks of Delaware Street and 2 blocks of 5th Street on Saturday, December 6, 2025 for the Leavenworth Christmas Market. The City of Leavenworth received the Special Event Application and Street Closure Request Form from the event organizer for the Leavenworth Christmas Market, scheduled for Saturday, December 6, 2025. The proposed street closure would be from 7:00 a.m. to 9:00 p.m. to allow for setup and tear-down. The closure would include the 400 to 600 Blocks of Delaware Street and 5th Street from Shawnee Street to Cherokee Street. Additionally, this is the third request regarding this particular event and footprint, and staff is seeking the Commission's consensus that if the event proceeds without altering its footprint or extending beyond one day in future years, staff may review and approve future requests accordingly.

Consensus was provided by the City Commission that if the event proceeds without altering its footprint or extending beyond one day in future years, staff may review and approve future requests accordingly.

Commissioner Wilson moved to approve the Street Closure Request for the Christmas Market Event on December 6, 2025 as presented. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Pro Tem Bauder declared the motion carried 4-0.

Bids, Contract and Agreements:

Consider Award of the 2025-2026 Salt Bid – Public Works Director Brian Faust presented for consideration approval for the purchase of up to 1,000 tons of salt for the 2025/2026 season from Central Salt LLC at a rate of \$58.67 per ton. Leavenworth County bids the purchase of salt each year and allows in the bid specifications for all cities within the county to purchase salt from the winning bidder at the awarded price. The county's bid opening was held on September 23, 2025 and Central Salt LLC out of Lyons, Kansas was the winning bidder. Public Works will continue utilizing salt brine to pretreat streets. The City current has a stockpile of deicing material in our salt dome. Budget impact will depend on the severity of the winter season. Funding is available within the 2026 budget for purchasing the full 1,000 tons if needed.

Commissioner Hingula moved to approve the purchasing of rock salt from the Leavenworth County bid for rock salt at \$58.67 per ton for up to 1,000 tons from Central Salt LLC. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro Tem Bauder declared the motion carried 4-0.

Consider Approval of 2026 Landfill Services Contract – Public Works Director Brian Faust presented for approval the refuse disposal contract with Waste Management (WM) for 2026. The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950's. The City disposes, on average, 11,500 tons of municipal solid waste each year. This waste is collected by City employees and placed into City-operated trucks and transported to a state-approved disposal site. In addition to MSW, the City disposes of approximately 5,000 tons of special waste (sludge/grit) from the Wastewater Treatment Plant. The City has been using the Waste Management landfill in Shawnee since January 2019. In 2026, the cost to dispose of MSW at WM is increasing from \$33.39/ton to \$35.06/ton, and the cost for special waste will increase from \$56.04/ton to \$58.84/ton. Staff continues to evaluate long-term options for hauling and disposal of our MSW and feel that the one-year option with WM is appropriate while we investigate options moving forward. The increase will cost an additional \$19,205 for MSW.

Commissioner Wilson moved to approve the 1-year 2026 Landfill Services Contract with Waste Management in the amount of \$35.06 per ton for municipal solid waste and \$58.84 per ton for special waste. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Pro Tem Bauder declared the motion carried 4-0.

Consider Award of Bid for Chestnut and 6th Avenue Stormwater Repair Project – Public Works Director Brian Faust presented for award of bid of the Chestnut and 6th Avenue Stormwater Repairs Project. The stone arch located in the middle of Chestnut Street east of 6th Avenue currently has several large areas of missing stones and mortar. The City received notice, from an adjacent homeowner of the arch partially collapsing which in turn caused a large sized sinkhole behind the south inlet structure. As a result, the City closed the roadway, keeping all vehicles from traversing the affected stormwater archway. In 2023, the City contracted with Wilson and Company to design repairs at this location. The project consists of

replacing the failing arch and curb inlets. The new line is located in the middle of Chestnut Street. The project was advertised for bid and bids were opened on October 8, 2025. The cost for this contract is \$204,426.08. The Stormwater Capital Projects Fund – Orange Fence Projects allocates monies for this project.

Commissioner Martin moved to authorize the Mayor to sign a Construction Services Contract for the Chestnut Street and 6th Avenue Stormwater Repair Project with Lexeco Construction in an amount not to exceed \$204,426.08, with Change Order Authority to the City Manager not to exceed \$50,000.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro Tem Bauder declared the motion carried 4-0.

Consider Approval to Lease Camera Replacements for the Police Department - Acting City Manager and Police Chief Patrick Kitchens and Deputy Police Chief Maj. Dan Nicodemus presented for consideration approval for a sole source request for the replacement of In-Car Cameras, Body-Worn Cameras, and Interview Room Cameras for the Police Department. The Police Department identified the need for the camera replacements and began meeting in late December and early January 2025 to review camera system options from multiple companies: Axon Enterprises Inc., Motorola Solutions Inc., Getac Inc., Watch Guard and Coban Inc. Through meetings, demonstrations and evaluations of the information provided, it was determined that Axon Enterprises Inc. was the preferred choice to provide the camera system. Staff submitted a budget request to begin funding the project in the 2026 Operational Budget. The City Commission approved the 2026 Operational budget that included the funding for the first year of the project.

Commissioner Wilson moved to approve the Master Services and Purchasing Agreement together with the Quote and the Addendum thereto between the City of Leavenworth and Axon Enterprise, Inc., which includes the allocation of \$177,222.35 in 2026. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Pro Tem Bauder declared the motion carried 4-0.

First Consideration Ordinances:

First Consideration Ordinance Adjusting Speed Limits on Certain Roads – Acting City Manager and Police Chief Patrick Kitchens presented for First Consideration adding language to the City Code to change the speed limit on two streets in town. This spring, a resident of Leavenworth living on Valley View Road expressed concern about traffic and speeding in their neighborhood. The speed limit in that area is 30 mph. The Police Department Traffic Supervisor, Sgt. Brandon Mance, began working with the individual with on-site monitoring and a speed study to evaluate the circumstances. Other factors such as width of the road, terrain, current parking situation, and whether there are sidewalks were also evaluated. The City of Leavenworth received a formal request to lower the speed limit in September. The Police Department and Public Works Department agree that it is reasonable to lower the speed limit from 30 mph to 20 mph.

There was consensus by the Commission to place the ordinance on first consideration.

Consent Agenda:

Commissioner Martin moved to approve Claims for September 19, 2025 through October 9, 2025, in the amount of \$2,065,363.59; Net amount for Payroll #19 effective September 19, 2025, in the amount of \$431,436.98 (Includes Police & Fire Pension in the amount of \$7,753.58) and Payroll # 20 effective October

3, 2025 in the amount of \$400,843.36 (No Police & Fire Pension). Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro Tem Bauder declared the motion carried 4-0.

Other:

Attorney David Waters:

- Enjoyed attending his 30th high school reunion from Immaculata

Commissioner Martin:

- Asked about the law on marijuana as he has noticed the smell of it a lot more this year

Commissioner Hingula:

- Lead the Commission in wishing and singing Happy Birthday to City Clerk Sarah Bodensteiner

Commissioner Wilson:

- Thanked those from the Oxford House for what they are doing, they are an amazing asset to our community
- Encouraged all to check out the Oxford House

Mayor Pro Tem Bauder:

- City Trunk or Treat is October 18th from 5pm to 7pm at Sportsfield Park
- While you're in the trunk or treat be sure to visit Havens Park
- It's a 160-acre park, with multiple trails to enjoy; it's a great park and a gem for the community

Adjournment:

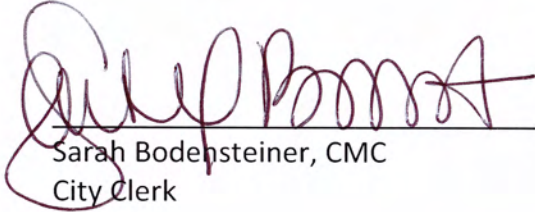
Commissioner Martin moved to adjourn the meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 7:01 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8272
AMENDING CODE OF ORDINANCES, CITY OF LEAVENWORTH, KANSAS
CHAPTER 44, TRAFFIC AND VEHICLES, ARTICLE III, SPEED LIMITS**

OCTOBER 28, 2025



Sarah Bodensteiner, CMC
City Clerk



Scott Peterson
City Manager

BACKGROUND:

At the October 14, 2025 City Commission regular meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING CODE OF ORDINANCES, CITY OF LEAVENWORTH, KANSAS, CHAPTER 44 TRAFFIC AND VEHICLES, ARTICLE III, SPEED LIMITS, SECTION 44-61, SPEED LIMITS SCHEDULE.

There have been no changes to the ordinance since first introduced. Ordinance No. 8272 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8272

(Summary Published in the Leavenworth Times on November 1, 2025)

ORDINANCE NO. 8272

AN ORDINANCE AMENDING CODE OF ORDINANCES, CITY OF LEAVENWORTH, KANSAS, CHAPTER 44 TRAFFIC AND VEHICLES, ARTICLE III, SPEED LIMITS, SECTION 44-61, SPEED LIMITS SCHEDULE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. That the Code of Ordinances, City of Leavenworth, Kansas, Chapter 44, Traffic and Vehicles, Article III, Speed Limits, Section 44-61, Speed Limits Schedule, is hereby amended to read as follows:

- a) The Governing Body, having set the following speed limits prior to 1994, or having determined upon the basis of an engineering and traffic investigation that the speed limit permitted under state law and Section 33 of the “Standard Traffic Ordinance for Kansas Cities” as adopted, is greater or less than is reasonable under the conditions found to exist within the city, hereby determines and declares a reasonable and safe speed limit on specific streets or portions of streets as listed below:
- b) The speed limit on the streets or portions thereof designated in this section shall be as follows:
 - (1) Second Street, from Choctaw Street to Poplar Street, 25 miles per hour.
 - (2) Second Street, North, from the alley south of Kickapoo to the alley north of Dakota Street, 20 miles per hour.
 - (3) 6th Street, South from Short Street to Chestnut Street, 20 miles per hour.
 - (4) Tenth Avenue, from Spruce Street to Limit Street, 30 miles per hour.
 - (5) Tenth Avenue, from Limit Street to the south end of the Tenth Avenue-Gatewood Street intersection, 40 miles per hour.
 - (6) Tenth Avenue, from the south end of the Tenth Avenue-Gatewood Street intersection to Eisenhower Road, 40 miles per hour.
 - (7) Third Street from north side of Chestnut Street intersection to a point 105 feet north of the Seneca Street Intersection, 20 miles per hour.
 - (8) 15th Street, from Vilas Street north to Thornton Street, 20 miles per hour.
 - (9) 16th Street, from Vilas Street north to Thornton Street, 20 miles per hour.
 - (10) 16th Street Terrace, from Vilas Street north to the dead end, 20 miles per hour.
 - (11) 17th Street, from Vilas Street north to Thornton Street, 20 miles per hour.
 - (12) 17th Street Terrace, from Thornton Street south to the dead end, 20 miles per hour.
 - (13) 19th Street, south of Thornton Street to its point of termination, 20 miles per hour.
 - (14) 19th Street Terrace, from 20th Street Trafficway to Thornton Street, 20 miles per hour.
 - (15) 20th Street Trafficway, from Spruce Street to Eisenhower Road, 40 miles per hour.
 - (16) Brookside Street, 20 miles per hour.

- (17) Cambridge Street, south from Evergreen Street to its point of termination and south of Thornton Street to its point of termination, 20 miles per hour.
- (18) Deerfield Street West, from Shrine Park Road to Garland Avenue, 20 miles per hour.
- (19) Eisenhower Road, from Highway 73 (4th Street Trafficway) to 100 feet west of the 20th Street intersection, 40 miles per hour.
- (20) Eisenhower Road, from 100 feet west of the 20th Street intersection to the city limits, 50 miles per hour.
- (21) Evergreen Street, from 19th Street Terrace to 17th Street Terrace, 20 miles per hour.
- (22) Evergreen Street, from 17th Street to 17th Street Terrace, 20 miles per hour.
- (23) Fawncreek West, from Shrine Park Road to Garland Avenue, 20 miles per hour.
- (24) Folsom Street, from Vilas Street north to Santa Fe Street, 20 miles per hour.
- (25) Frances Court, 20 miles per hour.
- (26) Garland Avenue, from Fawncreek to Village Street, 20 miles per hour.
- (27) Gatewood Street, 20 miles per hour.
- (28) Grand Street, from Halderman Street to Marion Street, 20 miles per hour.
- (29) Grand Street, from Halderman Street to Spruce Street, 20 miles per hour.
- (30) Halderman Street, from Tenth Avenue to Westwood, 20 miles per hour.
- (31) Hughes Road, from Eisenhower to Muncie Road, 35 miles per hour.
- (32) Jeanne Court, 20 miles per hour.
- (33) Kingman, from Marion Street to Sherman Street, 20 miles per hour.
- (34) Klemp Street, from Kansas Street to Quincy Street, 20 miles per hour.
- (35) Klemp Street, from Ohio Street to Halderman Street, 20 miles per hour.
- (36) Lawrence Avenue, from Thornton Street to Halderman Street, 20 miles per hour.
- (37) Marion Street, from 16th Street to Sunset Court, 20 miles per hour.
- (38) Marion Street, from 17th Street Terrace east to 17th Street, 20 miles per hour.
- (39) Marion Street, from Grand Avenue to Tenth Avenue, 20 miles per hour.
- (40) Muncie Road, from Shrine Park Road to Hughes Road, 20 miles per hour.
- (41) Parkway Drive South, from Village Street to Muncie Road, 20 miles per hour.
- (42) Pin Oak Street, 20 miles per hour.
- (43) Santa Fe Street, from 16th Street to 15th Street, 20 miles per hour.
- (44) Santa Fe Trail, from Metropolitan Street traveling north to the city limits, 40 miles per hour.
- (45) Shawnee Street, from Tenth Street east to Broadway Street, 30 miles per hour.
- (46) Shawnee Street, from 12th Street to 14th Street, 30 miles per hour.
- (47) Sunset Court, 20 miles per hour.
- (48) Thornton Street, from 16th Street to 15th Street, 20 miles per hour.
- (49) Thornton Street, from 18th Street to 17th Street, 20 miles per hour.
- (50) Tonganoxie Road, from 14th Street to 20th Street, 35 miles per hour.
- (51) Village Street West, from Garland Avenue to Parkway Drive, 20 miles per hour.
- (52) Washington Street, between Spruce Street and Ohio Street, 20 miles per hour.
- (53) Westwood Street, from Halderman to Ohio Street including Forest Lane, 20 miles per hour.
- (54) Valley View Road, from Shrine Park Road, 20 miles per hour.
- (55) Summit Street, from Shrine Park Road to Valley View Road, 20 miles per hour.

- c) The Chief of Police, in conjunction with the Public Works Director, are hereby directed to place appropriate signage giving notice of such speed limits along the streets referenced in this ordinance.
- d) Any person, upon conviction of a violation of this section, shall be fined as provided in the penalty section of the Standard Traffic Ordinance for Kansas Cities as adopted by the city pursuant the Chapter 44, Section 1 of the Code of Ordinances, City of Leavenworth, Kansas. (See also K.S.A. 8-2002, K.S.A. 8-1560, and K.S.A. 12-4305.)

Section 2. This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

Passed by the Leavenworth City Commission on this 28th day of October, 2025.

Holly Pittman, Mayor

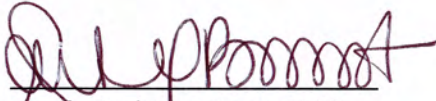
ATTEST:

Sarah Bodensteiner, CMC, City Clerk

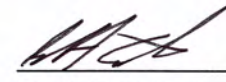
**POLICY REPORT
CANCELLATION OF THE
NOVEMBER 11, 2025 REGULAR MEETING**

OCTOBER 28, 2025

Prepared by:


Sarah Bodensteiner, CMC
City Clerk

Reviewed by:


Scott Peterson
City Manager

ISSUE:

Request cancellation of the November 11, 2025 regular meeting due to the Veterans Day Holiday.

BACKGROUND:

Section 2-52(e) of the City Code of Ordinances states:

Cancellation or modification. The city commission may cancel or modify any ordinarily established meetings by motion and approval by a majority of a quorum at any regularly scheduled or special meeting. Notwithstanding the foregoing, the mayor (and, in the absence of the mayor, the mayor pro tem), after consulting with the city manager, shall be authorized to cancel a meeting and make a temporary change in a meeting date when such actions are reasonably necessary due to reasons of health, safety, or welfare, or the known inability to obtain a quorum. Appropriate notice of such cancellation or change in meeting date shall be provided to the public and commission members.

RECOMMENDATION:

Staff recommends cancellation of the meeting on November 11, 2025. The cancellation will be posted on the doors of City Hall and on social media.

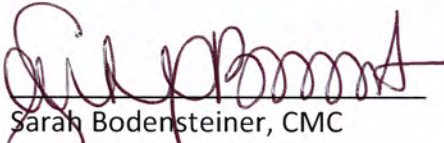
CITY COMMISSION ACTION:

Motion to Cancel the November 11, 2025 Regular Meeting.

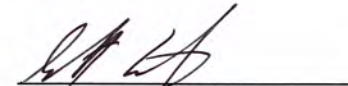
POLICY REPORT
LEAVENWORTH CHRISTMAS MARKET SPECIAL EVENT ON DECEMBER 6, 2025
CONSIDER ADOPTION AND APPROVAL OF RESOLUTION B-2409 – ALCOHOLIC LIQUOR

OCTOBER 28, 2025

Prepared by:


Sarah Bodensteiner, CMC
City Clerk

Reviewed by:


Scott Peterson
City Manager

ISSUES:

Consider approval of Resolution B-2409 approving the Special Events known as the Leavenworth Christmas Market sponsored by Leavenworth Antique Mall to include the closing of the 400 to 600 block of Delaware Street and 5th Street from Shawnee Street to Cherokee Street to motor vehicle traffic and allowing for the possession and consumption of alcoholic liquor.

On October 14, 2025 the City Commission approved the road closures for the Leavenworth Christmas Market Special Event for Saturday, December 6, 2025 from 10:00 a.m. to 8:00 p.m. The events will take place within the 400 to 600 block of Delaware Street and 5th Street from Shawnee Street to Cherokee Street to have shopping, food & drinks, activities, etc., for attendees.

In order for the event to have beer and/or alcohol within the closed off roadway, a Resolution by the Governing Body is required as per K.S.A. 41-719.

The following streets will be closed during the dates and times per the resolution.

- 400 to 600 block of Delaware Street
- 5th Street from Shawnee Street to Cherokee Street

The “alcohol friendly” area will be clearly marked within the boundaries of the festival.

ACTIONS:

Adopting and approving Resolution B-2409 as presented.

ATTACHMENTS:

Resolution B-2409

RESOLUTION B-2409

A RESOLUTION APPROVING SPECIAL EVENT KNOWN AS LEAVENWORTH CHRISTMAS MARKET SPONSORED BY LEAVENWORTH ANTIQUE MALL.

WHEREAS, the City of Leavenworth, Kansas (the “City”) is approving the Special Event sponsored by Leavenworth Antique Mall known as Leavenworth Christmas Market.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. Pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcoholic Beverage Control (ABC) and the governing body has approved the event as required by K.S.A 41-719 and amendments thereto.

Section 2. Having considered the request to allow the possession and consumption of alcoholic liquor, the governing body hereby approves the Leavenworth Christmas Market event to be held beginning at 10:00 a.m. through 8:00 p.m. on Saturday, December 6, 2025, provided Leavenworth Antique Mall secures appropriate permitting from ABC and complies with all state laws and ordinances regulating alcoholic liquor.

Section 3. A portion or all of the following street(s) shall be closed to motor vehicle traffic during the date(s) and time(s) identified in section 2:

- 400 to 600 Block of Delaware Street
- 5th Street from Shawnee Street to Cherokee Street

Pursuant to K.S.A. 41-719, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means (“Designated Barricaded Area”).

Section 4. Event attendees may purchase, possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A 41-719 no alcoholic liquor may be removed from the Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

Section 5. This Resolution shall take effect and be in force after its approval by the governing body.

ADOPTED AND APPROVED by the Governing Body on this 28th day of October, 2025.

(SEAL)

ATTEST:

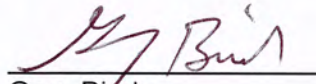
Holly Pittman, Mayor

Sarah Bodensteiner, CMC, City Clerk

POLICY REPORT FD #2025-02
REQUEST FOR APPROVAL VIA RESOLUTION THE GREATER KANSAS CITY
REGIONAL RESOURCE SHARING AGREEMENT AND THE CITY OF
LEAVENWORTH

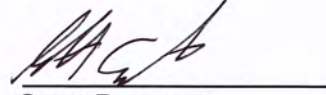
October 28, 2025

Prepared by:



Gary Birch
Fire Chief

Approved by:



Scott Peterson
City Manager

ISSUES:

Resolution, authorizing the City of Leavenworth, Kansas to participate in The Greater Kansas City Regional Resource Sharing Agreement for Emergency Response and Recovery within the Mid-America Regional Council (MARC) Area.

BACKGROUND:

This Resource Sharing Agreement (RSA) is designed to strengthen the local jurisdictions ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements, and provide for any gaps related to the specialty Agreements already in place.

The Mid-America Regional Council and the Regional Homeland Security Coordinating Committee (RHSCC) designed this agreement to strengthen resource sharing across the bi-state area within four counties in Kansas and five counties in Missouri.

A federal, state, county, or local disaster declaration is not required for participating jurisdiction to render assistance to another jurisdiction covered by this agreement.

HISTORY:

The "Mutual Aid Agreements" we currently have with our surrounding agencies provide assistance to the more routine day to day type of incidents, which can often exceed our daily resource levels. The State Mutual-Aid agreement is for incidents where there has been a declared emergency by the Governor of the State.

A variety of federal and state laws allow for the creation of relationships between governmental entities for jurisdictions to share human and material assets, and services. Some key statues specifically with regard to emergencies exist in Kansas statutes 12-16,177 and in Missouri RSMo. 44.090-.098

RECOMMENDATION:

It is the recommendation of staff to authorize said Resolution to participate with the Regional Resource Sharing Agreement within the MARC region.

Attached: Regional Sharing Agreement and Resolution

RESOLUTION NO. B-2410

A RESOLUTION APPROVING PARTICIPATION WITH THE REGIONAL RESOURCE SHARING AGREEMENT THROUGH THE MID-AMERICA REGIONAL COUNCIL

WHEREAS, reference is hereby made to that certain “Regional Resource Agreement” developed by a workgroup of emergency managers, approved by the Regional Homeland Security Coordinating Council and the Board of Directors for the Mid-America Regional Council (MARC) to provide a document intended for all jurisdictions in the MARC region willing to share resources with other jurisdictions; and,

WHEREAS, the Regional Resource Sharing Agreement was developed to serve as a safety net mutual aid agreement to fill in the gaps between the various, typical mutual aid agreements which serve law enforcement, fire service etc.; and,

WHEREAS, the Regional Resource Sharing Agreement will strengthen the current mutual aid agreements by establishing a basic understanding regarding liability issues and procedures; and,

WHEREAS, the Regional Resource Sharing Agreement will clarify in writing the typical handshake agreement that jurisdictions have often relied upon when requesting and sharing resources; and,

WHEREAS, the concept of the Regional Resource Sharing Agreement is considered a best practice by the Federal Emergency Management Agency (FEMA).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. The above recitals are hereby incorporated into this resolution. This resolution is adopted pursuant to the City’s authority, obligation, and responsibility to, among other things, protect the public health, safety, and welfare.

Section 2. The Governing Body, through its constitutional home rule authority and other authority, including but not limited to K.S.A. 12-16,117, hereby authorizes the City Manager to enter into the Regional Resource Sharing Agreement through MARC on behalf of the City. The Mayor, City Manager, and other appropriate members of City staff are hereby authorized and directed to take such other actions as may be appropriate, desirable, or necessary to accomplish the purposes of this resolution.

Section 3. This resolution shall be effective upon its adoption by the Governing Body of the City of Leavenworth, Kansas.

PASSED AND ADOPTED by the City Commission of the City of Leavenworth, Kansas, this 28th day of October, 2025.

Holly Pittman, Mayor

{SEAL}
ATTEST:

Sarah Bodensteiner, CMC, City Clerk



Regional resource Sharing Agreement

Kansas

Miami County
Wyandotte County
Johnson County
Douglas County
Prairie Village
Osawatomie
Lansing
Westwood
Olathe
Shawnee
Merriam

Missouri

NKC
Parkville
Independence
Belton
Lee's Summit
Lee's Summit School Dist
Grandview
Excelsior Springs
Oak Grove
KC Board of Police
Liberty
Kearney
CJCYPD
Platte City Missouri
John Knox Village

Jackson County
Clay County

Communities where it is under discussion

Platte County
South Platte FPD
Northland Regional Ambulance District

December 28, 2022

Dear City/County Administrators,

The Mid-America Regional Council and the Regional Homeland Security Coordinating Committee (RHSCC) are pleased to provide the **Kansas City Regional Resource Sharing Agreement (RSA)** for your jurisdiction's use. Designed to strengthen resource sharing across the bistate area, the agreement will help identify cities and counties willing to share resources (including across state lines) prior to an incident, promote unity of effort and expedite mutual aid efforts.

Mutual aid agreements currently exist that cover some separate and discrete response disciplines. However, the region has identified the need for a more in-depth, comprehensive understanding of how certain resources could be shared and assistance offered.

Developed and approved by the RHSCC through extensive work by a multi-disciplinary group of emergency services professionals from across the region, the RSA serves as a "safety net" helping communities to access a wide range of potentially needed resources and achieve economic and logistical efficiencies to support gaps in resources and capability. The agreement will also help ensure that many disciplines, such as public information officers, medical examiners, public health, public works volunteers and others, can be quickly mobilized and deployed.

The RSA is not intended to supersede or replace any existing agreements, but to provide a basic understanding between participating jurisdictions regarding the sharing of resources not covered by other agreements. The RSA assists to clarify the liability issues related to resource sharing. There are some circumstances where resource sharing may not be explicitly or implicitly permitted, such as jurisdictions required to adopt resolutions or ordinances to participate in resource sharing or making formal declarations which may delay response. The implementation of this agreement provides a means to address this issue.

Participation in the RSA is voluntary and is intended to strengthen the current working relationships between jurisdictions within the region. Jurisdictions in the region are encouraged



to participate and become signatories to the agreement. Participants will be asked to sign/execute the document and submit an email with the signature page/ordinance of authorization to JWhite@MARC.org for formal recording of an entities decision to participate.

If you have questions regarding the RSA, please contact Jason White at JWhite@MARC.org on behalf of the RHSCC.

Thank you for your continued cooperative efforts to strengthen preparedness in the region.

Sincerely,

Joe Connor, Assistant County
Manager, Johnson County, Kansas
RHSCC Co-Chair

Donna Lake, Fire Chief
Kansas City, Missouri
RHSCC Co-Chair

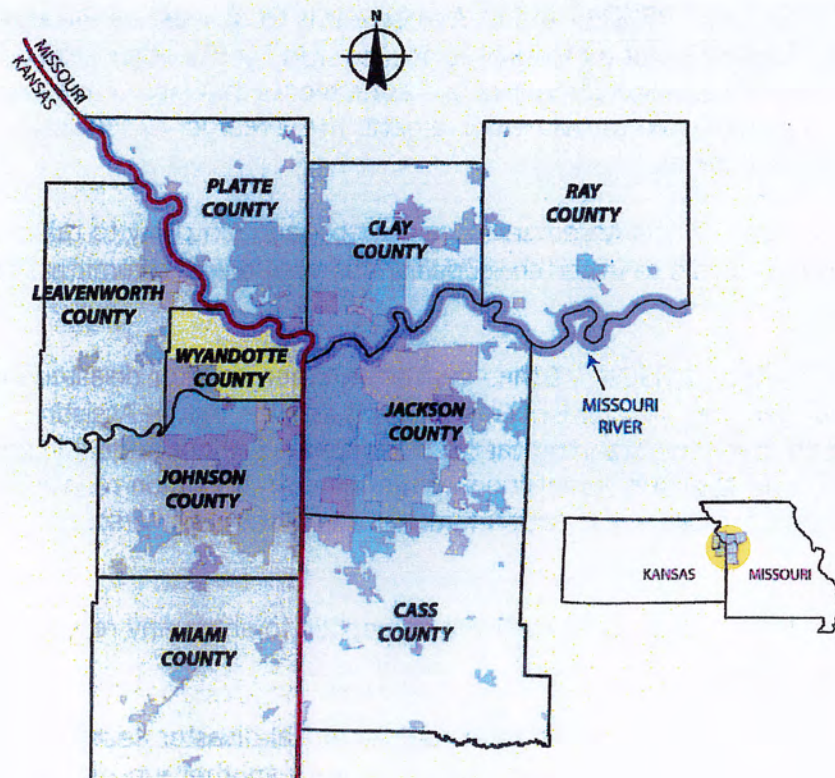
David Warm, Executive Director
Mid-America Regional Council



Greater Kansas City

Regional Resource Sharing Agreement

for Emergency Response and Recovery





Greater Kansas City Regional Resource Sharing Agreement

Preamble

This agreement is designed to strengthen the local jurisdiction's ability to provide and request assistance quickly and legally, clarify liability, supplement existing agreements, and provide for any gaps related to the specialty Agreements already in place.

Article I: Purpose and Scope

1. **AGREEMENT OF LAST RESORT** – This Agreement is to be used as the agreement of last resort when the sharing of a resource is not covered by any other local written mutual aid agreement. There are already mutual aid agreements and laws in place serving as the foundation for mutual aid for law enforcement, fire, emergency medical services and most regional specialty teams.
2. **NON-OBLIGATORY** – This Agreement does not obligate any party to take an affirmative action or to incur costs to which the jurisdiction is not able to commit at the time of the emergency.
3. **NO PENALTY RESERVATION** – In the event of an emergency or disaster, one or more Assisting Jurisdictions may assist. The offer of assistance by the Assisting Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the protection of the Assisting Jurisdiction's community. Any decision regarding whether an Assisting Jurisdiction can spare staffing and/or resources shall lie solely with the Assisting Jurisdiction.
4. **COMPREHENSIVE** – This Agreement may be applied to share any resource or asset under the Assisting Jurisdiction's control.
5. **NON-DECLARATIVE** – A federal, state, county, or local disaster declaration is not required for a participating jurisdiction to render assistance to another jurisdiction covered by this Agreement.
6. **INTERJURISDICTIONAL RELATIONSHIPS** — The Regional Resource Sharing Agreement should build on existing interjurisdictional relationships and not supersede existing mutual aid agreements or disrupt normal lines of responsibilities between jurisdictions. Jurisdictions should seek to obtain resources based on normal interjurisdictional

relationships between special districts, townships, cities and counties.

7. NON-EXPIRING – This Agreement shall remain in effect for an indefinite term, subject to a participating jurisdiction's request to withdraw. Withdrawal from this agreement may occur at any time by written notification to MARC at least 60 days prior to the withdrawal. Upon withdrawal from this Agreement, any equipment provided to the Parties shall be returned to the supplying agency. A Party's written withdrawal from this Agreement will be deemed a modification by amendment to his Agreement but does not terminate this Agreement as to the remaining Parties. MARC shall maintain a list of which jurisdictions signatories, date and status.

Article II: Benefits

There are important reasons for a regional Resource Sharing Agreement. These advantages include:

- Improves the quality of emergency planning and response through coordinated protocols for notification, response, assistance, and documentation of support,
- Allows for optimal use of the region's resources, reducing the need to duplicate expensive specialized assets,
- Increases the likelihood that resources will be available and able to be deployed in response to need,
- It provides a mechanism for the use of the Incident Support Team and Emergency Support Functions within local emergency operations centers,
- It provides a mechanism for the use of resources supporting multi-jurisdiction training and exercises,
- A regional resource sharing agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time.

Article III: Authorities

A variety of federal and state laws allow for the creation of relationships between governmental entities for jurisdictions to share human and material assets, and services. Some key statutes specifically with regard to emergency situations exist in Kansas statutes 12-16,117 and in Missouri RSMo. § 44.090-.098 and § 70.837.

The jurisdictions represent that the individual executing this Agreement on behalf of the jurisdiction or entity has the authority to bind and agree to the terms contained herein.

This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

In general, the basis for this Regional Resource Sharing Agreement is the legal ability for governments, such as Counties, Cities, Villages, Townships and Special Districts, to agree in principle to the possibility of sharing resources when requested by another governmental entity which is also a signatory of this Agreement. Both Kansas and Missouri statutes recognize the

ability of local governments to participate in interlocal agreements such as this Regional Resource Sharing Agreement.

We recommend that Kansas jurisdictions review [KSA 12-16,117](#) and consider adoption of an ordinance regarding the possibility of sharing resources within the region and across state lines. Sample ordinance language is found in Attachment B.

Article IV: Definitions

Assisting Jurisdiction: A political jurisdiction, multi-jurisdictional agency, or other entity providing critical community services agreeing to assist another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

Authorized Representative: The chief executive of a political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency, or their designee, who is empowered to request resources, obligate resources, and expend funds on behalf of the political jurisdiction or multi-jurisdictional agency under the terms of this Agreement. The designee is often the Emergency Management Director / Coordinator.

Emergency Management Agency: The agency responsible for coordinating emergency management activities through all-phases – mitigation, preparedness, response, and recovery – within a jurisdiction.

Emergency or Disaster: Any situation needing an immediate response for which the community cannot alleviate without outside assistance regardless of formal declarations.

Mutual Aid: A prearranged written agreement and plan whereby assistance is requested and provided between two or more political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agencies during a large-scale emergency or disaster under terms of this agreement. It includes the sharing of people, equipment, consumable items.

Period of Assistance: The period of time beginning with the departure of any personnel and/or equipment of the Assisting Jurisdiction from any point for the purpose of traveling to provide assistance exclusively to the Requesting Jurisdiction, and ending on the return of all of the Assisting Jurisdiction's personnel and equipment to their regular place of work or assignment, or otherwise terminated through written or verbal notice to the authorized representative of the Requesting Jurisdiction by the authorized representative of the Assisting Jurisdiction.

Personnel Licensure Compact: A legal document passed as state legislation in the individual states that wish to become part of that particular interstate agreement. In general, these types of Compacts allow personnel to move over state lines easier during normal day to day operations.

Requesting Jurisdiction: A political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency that is

responding to a natural, man-made, or technological hazard that has requested assistance from another signatory that is a participating member of the Kansas City Regional Resource Sharing Agreement.

Special District: A local government with a board of directors and taxing authority recognized by the state as a stand-alone entity. Commonly fire districts, ambulance districts, 911 districts, road districts, sewer districts, school districts etc. These local government entities may be signatories of the Regional Resource Sharing Agreement.

Article V: Governance

The signatory to this Agreement is the Authorized Representative or delegate authorized by the County, City, Township, Village or Special District, to facilitate the development of interagency policies and procedures to ensure timely and efficient resource availability in response to and recovery from emergencies or disasters.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by more than one party. The parties may sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

The Regional Resource Sharing Agreement may be amended upon the endorsement of at least two-thirds (2/3) of the member jurisdictions.

The Regional Homeland Security Coordinating Council (RHSCC) and the Policy Committee of the RHSCC shall serve as the lead body regarding the Resource Sharing Agreement. The RHSCC shall be responsible for implementation.

The Mid-America Regional Council (MARC) agrees to serve as the Administrator for this Regional Resource Sharing Agreement, to catalog participants and the use of the Agreement.

Article VI: Recognition of Licensure and Certification

The recognition of licenses and certifications of personnel who are requested to serve in a jurisdiction which is different than where they have a license or certification has been issued, will be able to serve predicated upon a variety of state laws, compacts or other legal agreements. The adoption of laws, interstate licensure compacts and other legal agreements for reciprocity occurs frequently and jurisdictions should evaluate this aspect as needed.

Article VII: Liability Protection and Immunity

1. All activities performed under this Agreement are deemed to be governmental functions including health, welfare, and safety of the general population.
2. For the purposes of liability, all members of any political subdivision or public safety agency responding under operational control of the requesting political subdivision or public safety

agency are deemed employees of such responding political subdivision or public safety agency and are subject to the liability and workers compensation provisions provided to them as employees of their respective political subdivision or public safety agency. Qualified immunity, statutory immunity, sovereign immunity, official immunity, and the public duty rule shall apply to the provisions of this section as interpreted by the federal and state courts of the Assisting Jurisdiction. The parties to this Agreement acknowledge and agree that the Responding Jurisdictions located in Missouri are prohibited by Missouri law from indemnifying other entities, and that notwithstanding any other language in this Agreement, the indemnification provisions in this Section and the reimbursement provisions below shall not require Responding Jurisdictions located in Missouri to indemnify or reimburse the other parties to this Agreement.

3. Any person holding a license, certificate, or other permit issued by a political jurisdiction or multi-jurisdictional agency or the state meeting qualification in a professional, mechanical, or other skill licensed to operate in the Assisting Jurisdiction will be duly recognized by the Requesting Jurisdiction for the duration of their assignment (including long term recovery under an approved recovery plan).
4. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

Article VIII: Employment Benefits

All pension, relief, disability, death benefits, workers compensation and other benefits enjoyed by the employees of parties rendering assistance shall extend to the services they perform under this Agreement outside their respective jurisdictions as if those services had been rendered in their own jurisdiction.

Article IX: Deployment

1. Requests for assistance including the provision of people, equipment, consumable items, services, and information may either be verbal or in writing and will be administered through authorized representatives (or their designees) of the political jurisdiction or multi-jurisdictional agencies.
 - a. Verbal requests will be followed up with a written request for assistance within thirty (30) days per the accompanying administrative protocols to this Agreement.
2. The Requesting Jurisdiction and the Assisting Jurisdiction both agree to notify their jurisdiction's local Emergency Manager if requests are made, and if support is offered, as outlined in this Agreement.
3. Each political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. 84.350, or multi-jurisdictional agency has the latitude to develop their own travel policies for their jurisdiction. As such, travel policies and required documents to process reimbursement under the agreement will vary from political jurisdiction or multi-jurisdictional agency to political jurisdiction or multi-jurisdictional agency. Regardless of the differences in travel policies amongst political jurisdiction or multi-jurisdictional agencies, the accurate collection, preparation, and submission of documentation is important.

Article X: Reimbursement

Reimbursement is outside the scope of this regional intergovernmental agreement. This issue is left between the assisting and impacted jurisdictions to be discussed should the need arise at the time of the incident between the two parties.

Article XI: Termination

1. This Agreement shall be construed to effectuate the purposes stated in Article I herein. If any provision of this Agreement or its application to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of the Agreement which can be given effect without the invalid provision or application.
2. Nothing herein shall preclude any political jurisdiction, to include the Board of Police Commissioners established under Missouri statute RSMo. § 84.350, or multi-jurisdictional agency from entering into supplementary agreements or affect any other agreements already in force.
3. The Assisting Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the Requesting Jurisdiction's Authorized Representative or their designee, as soon as practicable.

Article XII: Dispute Resolution

Once resources are deployed, the relationship is established between the entity providing the resource and the entity requesting the resource and it is incumbent upon them to define the relationship and seek to establish clear understanding of the relationship and its obligations and responsibilities.

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration.

Article XIII: Operational Plan

This Agreement is written to provide a known process on how to request and receive assistance and the expectations associated with a request.

The Federal Emergency Management Agency's National Response Framework and state laws enable states and their political jurisdiction or multi-jurisdictional agencies to enter into agreements that allow for the timely, efficient, and effective sharing of resources during catastrophic events, even if a formal federal or state disaster declaration have not been declared. The federal government has in recent years encouraged a "Whole Community" approach to emergency management, which seeks to ensure community recovery begins at the earliest possible opportunity without the need to render federal aid.

The National Incident Management System (NIMS) also provides well-established and uniform guidelines for incident management and response.

Where possible commonly accepted forms of written communications should be utilized such as the accepted ICS forms and processes.

Requests for Assistance

Political jurisdiction or multi-jurisdictional agencies party to this agreement agrees to honor any form of written request, as agreed upon through such written agreement and containing the following data elements. No specific request form is prescribed.

1. The intent to implement this agreement, as distinguished from any other existing mutual aid agreement;
2. A general description of the emergency situation, damage or injury sustained or threatened;
3. Identification of the emergency service function or functions for which assistance is needed (e.g. fire, law enforcement, emergency medical, search and rescue, transportation, communications, public works and engineering, building, inspection, planning and information assistance, mass care, fatality management, public information and communication, resource support, health and other medical services, etc.), and the particular type of assistance needed;
4. The amount and type of personnel, equipment, materials, supplies, and/or facilities needed and a reasonable estimate of the period of assistance that each will be needed; and
5. The location or staging area where the resources are to be dispatched and the specific time that the resources are needed; and
6. The name and contact information of a representative of the Requesting Jurisdiction to meet the personnel and equipment of any Assisting Jurisdiction; and
7. The name and contact information of the authorized representative for follow-up questions if needed to fulfill the resource request.
8. Jurisdictions might consider the use of FEMA ICS 213 RR Modified for requesting resources, as well as the process and procedures that commonly accompany the use of the ICS 213 RR.

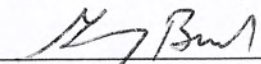
Download: [ICS 213 RR Modified Resource Request Form](#)

The authorized representative in the Assisting Jurisdiction will be responsible for forwarding and coordinating the request for assistance with the appropriate emergency support functions and/or organizations within their jurisdiction or agency based on availability of the resources requested.

An authorized representative who determines that their Assisting Jurisdiction has the available personnel, equipment, or other resources, shall so notify the authorized representative of the Requesting Jurisdiction and provide the following information, to the extent known:

1. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Jurisdiction;
2. The estimated period of assistance that the personnel, equipment, and other resources will be available;
3. The name of the person or persons to be designated as supervisory personnel for the Assisting Jurisdiction; and
4. The estimated time of arrival for the assistance to be provided at the designated location.
5. Any additional information or support needed from the Requesting Jurisdiction.

Signatory:

 Fire Chief
Name, Title

10/28/2025
Date

Leavenworth Fire Department
3600 S. 20th Street
Leavenworth, KS 66048

Official Notices:

For: City of Leavenworth, Kansas

Gary Birch
Fire Chief
Email: gbirch@firstcity.org

For Legal Notices – Email as above with
paper copy mailed to:

City of Leavenworth
ATTN: Gary Birch
100 N. 5th Street
Leavenworth, KS 66048

For: Mid-America Regional Council

Erin Lynch, Emergency Services and
Homeland Security Program Director
Email: elynch@marc.org

For Legal Notices – Email as above with
paper copy mailed to:

Mid-America Regional Council
ATTN: Erin Lynch
600 Broadway Blvd #200
Kansas City, MO 64105

Appendix A: Authorities and References

Level of Gov.	Document	Citation/Statute	Authority/ Responsibility
Federal	Stafford Act	44 CFR Section 206	DHS/FEMA – emergency response
Federal	Executive Order 12148	44 Fed. Reg. 43239	DHS/FEMA - preparedness/response
Federal	Presidential Policy Directive 8 (FEMA Implementation)	Presidential Policy Directive PPD 8	DHS/FEMA – national preparedness
Federal	Presidential Policy Directive 21 (FEMA Implementation)	Presidential Policy Directive PPD 21	DHS public health and medical
Federal	Emergency Management Assistance Compact	Public Law 104-321	FEMA/State mutual aid
Federal	National Emergencies Act	Public Law 94-412, 90 Stat. 1255	Executive Branch – Presidential Declaration
Federal	Pandemic and All Hazards Preparedness Act	Public Law No. 109-417	HHS/CDC – public health preparedness and response
Federal	Public Health Service Act	Public Law 78-410	HHS – public health emergency declaration
Federal	Public Readiness and Emergency Preparedness Act		HHS – declaration of immunity from liability for claims related to medical countermeasures
Federal	NIMS		DHS/FEMA – incident command system
Federal	National Response Framework, Third Edition		DHS/FEMA – national all-hazards approach to coordinate emergency response through ESF's
State	Kansas Mutual Aid System	Statutes 48-950-958	KS Political jurisdiction or multi-jurisdictional agencies
Municipalities	Municipal Mutual Aid	KS 12 -16,117,	KS Municipalities (Counties/Cities)
Public Agencies	Public Agencies	KS 12-2904	Public agencies
State	Kansas Mutual Aid	KS 80-1517	Fire (ESF 4)
State	Kansas Mutual Aid	KS 65-6158	Public Health and Medical (ESF 6)
State	Kansas Mutual Aid	KS 48-3602	Law Enforcement
State	Missouri Mutual Aid	MO 44.415	State Emergency Management
State	Missouri Mutual Aid - Missouri Law	MO 44.098	Law Enforcement mutual aid with KS and OK

Appendix B: Sample Kansas Ordinance

NOTE: This agreement is not determinate upon adoption of an ordinance per KS Statute 12-16,177.

KS Statute 12-16,117 permits a local ordinance to be adopted by the jurisdiction to share resources across state lines. Missouri does not require such a statute.

Here is the ordinance from Johnson County, Kansas:

Sec. 26-1. - Mutual aid policy.

- (a) This section is intended to provide assistance in any form of service including, but not limited to, police, fire, emergency medical service, emergency management, public works, as well as administrative and clerical support during times of disaster as defined in K.S.A. 12-16,117.
- (b) In the event of a disaster, when there is a request for assistance from another municipality within or without the state, if the county can provide assistance without unduly jeopardizing the protection of its own community, the county manager, or his or her designee, in coordination with the emergency management division coordinator, is hereby authorized to provide such assistance as may be requested under authority granted by K.S.A. 12-16,117, with all the privileges and immunities provided therein.
- (c) Any assistance offered or provided pursuant hereto shall not be in conflict with:
 - (1) The county emergency operations plan;
 - (2) Other county resolutions or any existing interlocal agreement;
 - (3) Automatic aid;
 - (4) Intergovernmental or mutual aid agreement or the authority to enter into any such future agreements.
- (d) The Requesting Jurisdiction must be operating under a state or local declaration of disaster emergency as provided for in applicable state statutes.

RESOURCE REQUEST MESSAGE (ICS 213 RR)

1. Incident Name:				2. Date/Time		3. Resource Request Number:	
Requestor	4. Order (Use additional forms when requesting different resource sources of supply.):						
	Qty.	Kind	Type	Detailed Item Description: (Vital characteristics, brand, specs, experience, size, etc.)	Arrival Date and Time		Cost
					Requested	Estimated	
5. Requested Delivery/Reporting Location:							
6. Suitable Substitutes and/or Suggested Sources:							
7. Requested by Name/Position:				8. Priority: ☐ Urgent ☐ Routine ☐ Low		9. Section Chief Approval:	
Logistics	10. Logistics Order Number:					11. Supplier Phone/Fax/Email:	
	12. Name of Supplier/POC:						
	13. Notes:						
	14. Approval Signature of Auth Logistics Rep:					15. Date/Time:	
Finance	16. Order placed by (check box): ☐ SPUL ☐ PROC						
	17. Reply/Comments from Finance:						
18. Finance Section Signature:					19. Date/Time:		
ICS 213 RR, Page 1							

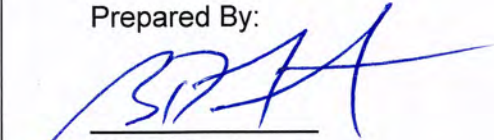
POLICY REPORT PWD NO. 25-43

**KDOT – TRANSPORTATION ALTERNATIVES
VILAS STREET SIDEAWALK – 10th to 22nd
KDOT BID CONCURRENCE**

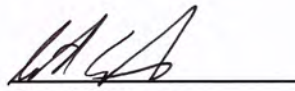
**City Project No. 2022-997
KDOT Project No. 052 TE-0524-01**

October 28th, 2025

Prepared By:


Brian Faust,
Director of Public Works

Reviewed By:


Scott Peterson,
City Manager

ITEM:

Bids for the Vilas Street Improvement Project between 10th and 22nd were opened by KDOT on October 22nd, 2025. While KDOT will be the agency that officially awards the contract, our agreement with KDOT states that the award will be 'to the lowest Responsible Bidder upon concurrence in the award by the City'.

BACKGROUND:

The City of Leavenworth submitted two Transportation Alternatives (TA) grant applications to KDOT on March 1, 2022, for sidewalk and ADA improvements along Vilas. During the review process, KDOT requested that the two projects be combined into one grant application. The Vilas Street Project was selected to receive federal funds from the TA Program in July 2022. The total estimated cost for the construction of the project per our original agreement with KDOT was \$1,582,300, and the Federal TA award was \$1,265,840 (80%) and the local share was \$316,460 (20%). The Federal TA funding is only available for construction and construction inspection. The city is financially responsible for the preliminary engineering, design, right-of-way and utility relocation along with the 20% local construction match. Note: The KDOT amount of \$1,265,840, listed in the original agreement, is a maximum not to exceed amount.

Project Information:

- Sidewalks will be installed between 10th and 15th (south side). This will result in several driveways being replaced and regrading of some front yards.
- Sections of the existing sidewalks on the north side (10th to 20th) and the south side from 15th to 20th will be replaced if damaged or not meeting current ADA guidelines.
- Intersections between 10th and 20th will have ADA ramps meeting ADA PROWAG (Public Right-of-Way Accessibility Guidelines) installed.
- Improvements between 20th and 22nd include curb and gutter along with enclosed storm sewer.
- Sidewalks on the north side between 20th and 22nd.
- A marked crosswalk with a Rectangular Rapid Flashing Beacon (RRFB) directly in front of Henry Leavenworth Elementary School.

BIDDING:

KDOT advertised the project, and 4 bids were received on October 22, 2025.

<u>Company</u>	<u>Bid</u>
Linaweaver Construction Inc	\$1,755,438.70
Sands Construction LLC	\$1,931,000.48
Kansas Heavy Construction LLC	\$1,964,174.16
J.M. Fahey Construction Company	\$2,165,059.88

KDOT stated that their engineering estimate cannot be shared, however Linaweaver's bid was lower than the estimate and Fahey was higher than the estimate. Linaweaver Construction Inc is the lowest Responsible Bidder with a total cost of \$1,755,438.70.

CONSTRUCTION ENGINEERING (CE):

Construction Engineering will be provided by BG Consultants for an approximate cost of \$288,149. Total eligible costs for the project per the original agreement with KDOT are:

Construction:	\$1,755,438.70
<u>Construction Engineering:</u>	<u>\$ 288,149 (estimate)</u>
Total	\$2,043,588 (estimate)

KDOT's Share	\$1,265,840 max (per contract)
<u>20% City + 100% after funding limit</u>	<u>\$ 777,748 (20% + all amounts over funding limit)</u>
Total	\$2,043,588

In 2024, the City and KDOT signed a Supplemental Agreement that 'removes' the funding cap. Until we get verification from KDOT that they will fund the full 80% (\$1,634,870 with the city's 20% at \$408,718), we are using the worst case of \$777,748 as the city's share.

BUDGET IMPACT:

Based on the low bid, the city's share of construction and construction engineering will be up to approximately \$777,748 depending on the funding available through KDOT. The city's share of the funding is available in the General Fund.

As this is a KDOT administered project, the city's share will need to be forwarded to KDOT prior to construction.

RECOMMENDATION:

Staff recommends that the City Commission concur with KDOT's recommendation to award the project to Linaweaver Construction and BG Consultants for construction engineering.

ATTACHMENTS:

- KDOT Agreement Article II
- KDOT Supplemental Agreement

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Funding Source	Responsibility	Total Projected Contribution (\$)
Secretary	Federal (TA) Funds	80% of Total Actual Costs of Construction and Construction Engineering (CE), not to exceed \$1,265,840.00.	1,265,840.00
Project Sponsor	Local Match	20% of Total Actual Costs of Construction and CE until the Secretary's funding limit is reached. 100% of Total Actual Costs of Construction and CE after the Secretary's funding limit is reached. 100% Costs of Preliminary Engineering (PE), Right of Way, Utility Adjustments, and Non-Participating Costs.	

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the Project Sponsor acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the Project Sponsor may obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Project Sponsor. The Secretary further agrees, as agent for the Project Sponsor, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the Project Sponsor.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the Project Sponsor from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the Project Sponsor defends a third party's claim, the Contractor shall indemnify the Secretary and the Project Sponsor for damages paid to the third party and all related expenses either the Secretary or the Project Sponsor or both incur in defending the claim.

4. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all

PROJECT NO. 052 TE-0524-01
TA-T052(401)
TRANSPORTATION ALTERNATIVES PROJECT
VILAS STREET SIDEWALK UPGRADES
CITY OF LEAVENWORTH, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Supplemental Agreement, effective the date signed by the Secretary or the Secretary's designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and the **City of Leavenworth, Kansas** (the "Project Sponsor," or "City"), collectively, the "Parties."

RECITALS:

- A. The Parties entered into an Agreement dated April 3, 2023, for a Transportation Alternatives Project (the "Original Agreement").
- B. The Parties mutually desire to supplement the Original Agreement to reflect a removal of the funding cap.

NOW, THEREFORE, the Parties agree as follows:

- 1. On page 4 of the Original Agreement, Article II, paragraph 1, be replaced in its entirety to read as follows:

1. Funding. The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree the estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. **The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the original estimate and award amounts.**

Party	Responsibility
Secretary	80% of Participating Costs of Construction and Construction Engineering (CE).
City	20% of Total remaining Actual Costs of Construction and CE. 100% of Participating Costs of Preliminary Engineering, Right of Way, and Utility Agreements. 100% Non-Participating Costs.

- 2. **Counterparts.** This Supplemental Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one in the same Agreement.

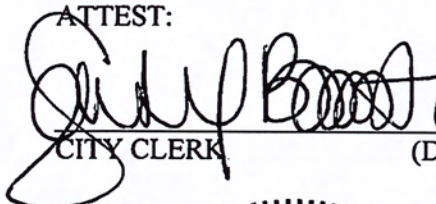
Agreement No. 307-24
Supplemental No. 1 to
Agreement No. 035-23
Bureau of Local Projects

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, which is incorporated into this Supplemental Agreement by reference, except as herein specifically provided.

The signature page immediately follows this paragraph.

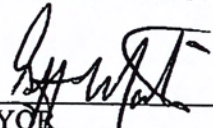
IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed
by their duly authorized officers.

ATTEST:


CITY CLERK
(SEAL)

07-12-2024
(Date)

THE CITY OF LEAVENWORTH, KANSAS


MAYOR



Agreement No. 307-24
Supplemental No. 1 to
Agreement No. 035-23
Bureau of Local Projects

Kansas Department of Transportation
Secretary of Transportation

By: **Greg Schieber**
Digitally signed by Greg Schieber
DN: CN=Greg Schieber, O=Kansas Department of
Transportation, L=Topeka, S=Kansas, C=US
Date: 2024.07.15 11:50:00-05'00'
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Form Approved
By <u>AWM 07/15/2024</u>
Legal Dept. KDOT

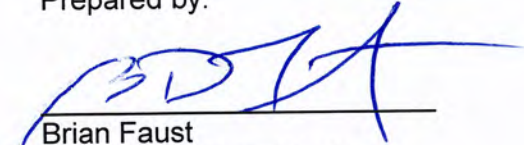
POLICY REPORT PWD NO. 25-44

**CONSIDER AWARD OF A DESIGN SERVICES CONTRACT WITH AFFINIS CORPORATION
FOR IMPROVEMENTS ON 4th STREET FROM SENECA STREET TO METROPOLITAN**

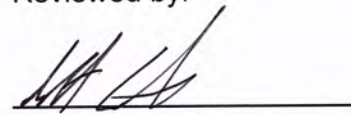
KDOT PROJECT NO. 052 U-2591-01
CITY PROJECT NO. 2025-007

October 28, 2025

Prepared by:


Brian Faust
Director of Public Works

Reviewed by:


Scott Peterson
City Manager

ISSUE:

Consider award of a design services contract with Affinis Corporation for the 4th Street Improvements (K-7/US 73 from Seneca St. to Metropolitan). This project is part of the KDOT City Connecting Link Improvement Program for Surface Preservation (CCLIP-SP).

BACKGROUND:

In March of 2025, the City submitted a CCLIP-SP application to KDOT for a mill/overlay project on K-7/4th Street between Seneca and Metropolitan. This is the area immediately north of our downtown up to Metropolitan.

KDOT notified the City in July of this year that our project was selected for funding. The CCLIP-SP is a cost share program with KDOT covering 85% of eligible costs while the City's share is 15%. The maximum KDOT contribution will be \$400,000. Costs that are not eligible are preliminary engineering, acquisition of rights-of-way (ROW), utility relocations and curb replacement. At this time, we do not envision additional ROW or utility relocations being required.

This project will consist of a mill/overlay, localized full-depth base repairs, spot curb and sidewalk replacement along with any needed ADA upgrades at ramps. The design process includes a detailed traffic analysis of this corridor to determine if the 3-lane section from downtown can be safely extended northward.

POLICY:

The City generally uses the Qualifications Base Selections process to select engineers for project design. The City posted a Request for Qualifications for design consultants for on-call engineering earlier in 2025. Affinis was one of the selected firms.

City staff worked with Affinis on the grant application. After the city was notified that we received the grant, we worked with Affinis on the detailed project scope of services along with an engineering fee for the work.

BUDGET IMPACT:

The engineering design work is a non-participating cost for the CCLIP-SP project. As such, the City will be responsible for the entire cost of the design. The design fee is a not to exceed amount of \$220,180. Funding is available in the Countywide Sales Tax Fund.

RECOMMENDATION:

Staff recommends that the City Commission authorize the Mayor to sign a Design Services Contract with the Affinis Corporation for the improvements to K-7/4th Street from Seneca Street to Metropolitan in the amount of \$220,180.

ATTACHMENTS:

Design Services Contract
KDOT Program Packet

**CITY OF LEAVENWORTH
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Leavenworth, Kansas (Owner) and Affinis Corp (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on 2025-007 2027 CCLIP North 4th Street – Seneca to Metropolitan Resurfacing Project. These services include providing engineering design and construction documents for the street resurfacing of 4th Street from Seneca Street to Metropolitan Avenue (the Project); and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2025.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas and the codes of the City of Leavenworth

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Leavenworth Design Criteria and Drafting Standards of latest revision.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements are hereby incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule are hereby incorporated into this Agreement.

May2024

ARTICLE 8 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from damage, cost, or expenses specifically including reasonable attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement. Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.
- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by

Contract No. _____
Project No. _____

both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer:	Wayne Gudenkauf, PE 8900 Indian Creek Parkway, Suite 450 Overland Park, KS 66210 (913)-239-1100
Owner:	City of Leavenworth Engineering Division 100 N. 5 th Street Leavenworth, KS 66048 (913)-684-0375

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

ARTICLE 24 – NONDISCRIMINATION

The provisions set forth in the Attachment F, Nondiscrimination are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

OWNER:

ENGINEER:

CITY OF LEAVENWORTH, KANSAS

AFFINIS CORP

By: _____

By: _____

Printed Name: _____

Printed Name: Kristen Leathers-Gratton

Title: _____

Title: President

ATTEST:

By: _____

Sarah Bodensteiner, CMC
City Clerk

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Affinis Corp
Project Number & Name: 2025-007 2027 CCLIP North 4th Street – Seneca to Metropolitan Resurfacing Project

SCOPE OF SERVICES

BASIC SERVICES

Scope of Project: The project includes design, plans, specifications, and construction administration duties for 4th Street (K-7) from Seneca Street to Metropolitan Avenue. 4th Street is a Priority Corridor and it is identified as a High Injury Network and High Risk Network in the Vision Zero Action Plan. The proposed improvements include pavement mill/overlay and conversion of the existing 4-lane section to a 3-lane section using pavement markings. Americans with Disabilities Act (ADA) sidewalk ramps, sidewalk repair, and curb repair will be included. 4th Street will transition to additional lanes between Pawnee Street and Metropolitan Avenue, match the intersection redesign at 4th Street and Metropolitan Avenue associated with the new Centennial bridge, and tie into the pedestrian route on the south side of the new bridge.

Plans will be formatted for bid letting in accordance with City of Leavenworth (City) and Kansas Department of Transportation (KDOT) requirements. Plans will be on KDOT sheets with KDOT details and bid items. KDOT participating bid items and non-participating bid items will be identified.

The Consulting Engineer will furnish and perform the various professional duties and services required to support the City during construction of the project in accordance with City and KDOT requirements.

Traffic

A traffic study to determine if 4th Street should be converted to a three-lane section with a two-way left turn lane (TWLTL) will be performed. Traffic signal adjustments at Johnson Street will be included. Pedestrian signals will be evaluated for compliance with the ADA current guidelines and reconfigured as required. Standard traffic control details will be used as the primary basis for the traffic control plans. In addition to the standard details, sequence of construction descriptions and traffic control lane reduction restrictions will be provided along with any road closing and detour plans.

Survey

Minimal surveying will be provided.

Utility Coordination

Utility coordination to identify conflicts and needed relocations will be provided.

Roadway

Mill and overlay plans will be provided. Sidewalk ramps will be evaluated for compliance with the ADA current guidelines and reconfigured as required. Deteriorated curb and sidewalk will be replaced. Sidewalk sections with tripping hazards will also be replaced. Asphalt base repair locations, milling limits, and any necessary asphalt deep mill sections will be identified. Items for replacement will be determined with City staff. Restoration will include sod.

Stormwater

A condition assessment of the existing storm sewer pipes will be provided. The City will provide the condition information to be evaluated. Pipe replacement plans based on the condition information will be provided.

Public Engagement

Attend meetings with City staff and property owners to discuss the project.

Task I. Traffic Study

1.01. Data Collection

- A. Traffic data will be collected to evaluate the conversion of the existing 4-lane section to a 3-lane section using pavement markings. The traffic data collected includes:
 - 1. 24 hour turning movement counts at the intersections (Miami Street, Osage Street, Pottawatomie Street, Ottawa Street, Kickapoo Street, Kiowa Street, Johnson Street, Dakota Street, Pawnee Street, Cheyenne Street, and Metropolitan Avenue) on a typical weekday when school is in session. Seneca Street volumes based on previous study.
 - 2. Crash analysis along 4th Street. The City will furnish the latest crash reports for the time period between January 1, 2020 through December 31, 2024.

1.02. Traffic Study

- A. Review existing conditions data.
- B. Scenarios to be analyzed are as follows:
 - 1. Existing conditions (year 2025)
 - 2. Project conditions (year 2027)
 - 3. Future conditions (year 2047)
- C. Determine future traffic volumes using the annual growth rate approved by the City.
- D. Include any future development in the study using information approved by the City.
- E. Review turn lane warrants for future volumes.
- F. Review Levels of Service and capacity of 4th Street including signal warrant analysis.
- G. Prepare report explaining the study's purpose, results, and recommendations.

Task II. Preliminary Design

2.01. Data Collection.

- A. Attend pre-design meeting.
- B. Develop design criteria for the project and prepare design memorandum.
- C. Develop detailed design schedule including project milestones. Submit copy to City and provide updates at scheduled progress meetings.
- D. Field data collection.
 - 1. Document existing centerline alignment and pavement width.
 - 2. Locate manhole lids, valve boxes, etc. within the pavement area (no flowline elevation data). Field locate visible irrigation systems.
 - 3. Contact utilities to request facility mapping, inquire about planned upgrades and identify point of contact information. Contact Kansas One-Call and the City to field locate all facilities in the areas of improvements. Field locate horizontal locations of all utilities that respond and mark their facilities.

Contract No. _____

Project No. _____

- E. Develop basemap from survey information. Basemap will be at a scale of 1" = 20 ft. showing existing property lines, owner information, and existing utility information as determined from visible features and/or facility maps. Survey services will be supplemented with available GIS information provided by the City, existing plans, and aerial imagery.

2.02. Prepare Preliminary Plans

- A. Complete a walk through with the City to identify deteriorated curb and sidewalk, sidewalk sections with tripping hazards, asphalt base repair locations, milling limits, and any necessary asphalt deep mill sections.
- B. Cover sheet.
- C. General notes and legend.
- D. Typical sections.
- E. Pavement section. (City to provide.)
- F. Preliminary survey reference sheet.
- G. Condition assessment of the existing storm sewer pipes.
 - 1. Review condition information provided by the City.
 - 2. Develop pipe replacement plans with the existing pipe sizes.
- H. Plan and Profile sheets.
 - 1. Plan scale = 1" = 20 ft.
 - 2. Profile scale H: 1" = 20 ft., V: 1" = 5 ft.
- I. Entrance profiles.
- J. Preliminary traffic control for construction plan sheets.
- K. Preliminary traffic signal design.
 - 1. Adjust existing traffic signals at Johnson Street.
 - 2. Evaluate existing pedestrian signals at Johnson Street for compliance with the ADA current guidelines.
- L. Preliminary pavement marking and signing.
- M. Property lines and owner information.
- N. Preliminary construction grading limits.

2.03. Perform quality assurance review.

2.04. Submit PDF of preliminary plans and opinion of probable construction cost to the City and KDOT.

- A. The preliminary opinion of probable project cost will be itemized by unit of work and include a 15 percent contingency. Compare it to the City budget.
- B. Prepare and submit request for design exception, if necessary.
- C. Prepare property schedule which includes driveway replacement and restoration information (i.e., sod, trees, fence, sprinkler system adjustments, etc.).

- 2.05.** Submit preliminary plans to utility companies for their use in preparing plans for relocations.
- 2.06.** Meet with City approximately monthly as necessary in connection with preliminary plans. Assume six virtual meetings.
- 2.07.** Preliminary plan review meeting and field check to be performed with representatives of the Consulting Engineer, the City, and KDOT.
 - A. Preliminary plan review meeting and field check.
 - B. Address red-lines/mark-ups, revisions, and comments.
- 2.08.** Public Information.
 - A. The Consulting Engineer will be available to meet with City staff and concerned property owners as directed by the City to discuss the project at any time throughout the project. Assume five in-person meetings.
- 2.09.** Permitting.
 - A. Prepare the necessary applications, exhibits, drawings, and specifications for the City's execution and submittal for an Environmental Review/Clearance.

Task III. Final Design

- 3.01** Prepare detailed plans and specifications.
 - A. Cover sheet
 - B. General notes and legend.
 - C. Survey reference information.
 - D. Typical sections.
 - E. Plan and Profile sheets.
 - 1. Plan scale = 1" = 20 ft., north arrow and sheet name indicated.
 - 2. Profile scale H: 1" = 20 ft. V: 1" = 5 ft.
 - F. Condition assessment of the existing storm sewer pipes.
 - 1. Pipe replacement plans with the existing pipe sizes.
 - G. Entrance profiles.
 - H. Traffic signal design including detail sheets.
 - 1. Adjust existing traffic/pedestrian signals at Johnson Street for a 3-lane section and ADA compliance.
 - I. Pavement marking and signing.
 - J. Existing and proposed right-of-way limits.
 - K. Property lines and owner information.
 - L. Traffic control plan and construction phasing.
 - M. Location of existing utilities and underground facilities.
 - N. Standard detail sheets.
 - O. Summary of bid quantities.
- 3.02** The City will prepare the project manual, including technical specifications and special provisions. The

Consulting Engineer will review the project manual for completeness.

- 3.03** Perform quality assurance review.
- 3.04** Schedule and attend one utility coordination meeting as required during design. Schedule and attend up to two individual utility meetings. Prepare agenda, meeting minutes and schedule of utility conflicts for each meeting.
 - A. Coordinate and communicate with utility representatives regarding the project schedule, design for needed relocations and construction of relocations.
 - B. Provide plans and electronic base maps to all utilities for their use in developing relocation plans.
- 3.05** Prepare a detailed opinion of probable cost.
 - A. Include an appropriate contingency.
 - B. Compare to previous opinions and City budget.
 - C. Estimate time required to complete construction.
- 3.06** Submit final plans to City and KDOT for review.
 - A. Prepare necessary special provisions to augment City standard specifications.
 - B. Provide plan modifications based on review comments received from the City and KDOT.
- 3.07** Address final plan review comments and prepare bid documents.
- 3.08** Submit bid documents to City and KDOT in reproducible format.
 - A. At the completion of the project design, furnish the City the CAD drawings of the project in AutoCAD format for the City's future use. The record contract documents for the project will be furnished in .pdf format.
 - B. Provide .pdf bid sets to City.
- 3.09** Meet with City approximately monthly as necessary during preparation of final plans. Assume nine virtual meetings.

Task IV. Bidding

- 4.01.** Answer Contractor questions during the bid period.
- 4.02.** Prepare agenda, attend, and prepare meeting minutes for pre-bid meeting.
- 4.03.** Prepare written addenda to the bidding documents as required and/or necessary.
- 4.04.** Prepare and submit the Engineer's estimate.
- 4.05.** Assist the City in analyzing bids and making recommendations for the award of the construction contract.
- 4.06.** Attend a pre-construction conference with representatives of the City, KDOT, the successful bidder, and utilities. Prepare meeting agenda and minutes.

Task V. Construction Services

- 5.01.** Be available for discussion and consultation during the construction phase, but construction observation services will be the responsibility of the City.
- 5.02.** Review shop drawings and be available for consultation with the City during construction. (Assume limited shop drawing review. The City will review the majority of submittals.)

- 5.03.** Attend up to two construction progress meetings as directed by the City.
- A. Participate in final walk-through inspection. Does not include meeting minutes or preparing punch list.
- 5.04.** Prepare plan revisions as necessitated by conditions encountered in the field during construction, except for traffic control plans.
- 5.05.** Prepare final record drawings from City provided redlines that reflect:
- A. All change orders.
 - B. Minor design changes.
 - C. Changes made in the field by City representatives and marked on the construction plan set.
 - D. Provide record drawings in AutoCAD format as well as .tif format and GIS shape files.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services may include, but are not limited to, the following.

- A. Construction Engineering (CE).
- B. Additional survey.
- C. Storm sewer hydrology/hydraulic calculations.
- D. Special details or plans.
- E. Geotechnical investigation, report, and testing services.
- F. CCTV of existing storm sewer pipes.
- G. Right-of-Way Design/Identification, Legal Descriptions and Exhibits, Land Acquisition Services or easement negotiations.
- H. SWPPP administration and inspections.
- I. Street lighting design.
- J. Preparation of grant or loan applications.
- K. Meetings with local business/property owners to discuss the project, unless noted above.
- L. Attendance at any meetings not identified above.
- M. Any other item not outlined in the Basic Services and Other Matters.

Contract No. _____
Project No. _____

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Affinis Corp
Project Number & Name: 2025-007 2027 CCLIP North 4th Street – Seneca to Metropolitan Resurfacing Project

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. For the Basic Services described in Attachment A, the maximum fee shall not exceed \$220,180.00. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at one (1) times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- E. It is understood and agreed:
 - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas

Engineer: Affinis Corp

Project Number & Name: 2025-007 2027 CCLIP North 4th Street – Seneca to Metropolitan Resurfacing Project

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Leavenworth employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the design services.

Contract No. _____
Project No. _____

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas

Engineer: Affinis Corp

Project Number & Name: 2025-007 2027 CCLIP North 4th Street – Seneca to Metropolitan Resurfacing Project

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

Contract No. _____
Project No. _____

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas

Engineer: Affinis

Project Number & Name: 2025-007 2027 CCLIP North 4th Street – Seneca to Metropolitan Resurfacing Project

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

1. Schedule: Engineer will complete a traffic study and preliminary design (Task 1 and Task 2) by March 27, 2026 and complete all work necessary to advertise for bids (Task 3) by September 25, 2026.

**ATTACHMENT F
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Affinis Corp
Project Number & Name: 2025-007 2027 CCLIP North 4th Street – Seneca to Metropolitan Resurfacing Project

NONDISCRIMINATION

1. Kansas Act Against Discrimination. To the extent required by K.S.A. 44-1030, Engineer agrees to comply with and require its subcontractors to comply with the Kansas act against discrimination, K.S.A. 44-1001 *et seq.*, as amended. Engineer agrees that:
 - (1) Engineer shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, national origin or ancestry;
 - (2) in all solicitations or advertisements for employees, Engineer shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas human rights commission (the "commission");
 - (3) if Engineer fails to comply with the manner in which Engineer reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - (4) if Engineer is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - (5) Engineer shall include the provisions of subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
 - (6) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.
 - (7) The provisions of this section shall not apply to a contract entered into by a contractor:
 - (a) Who employs fewer than four employees during the term of such contract; or
 - (b) whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.
2. U.S. Department of Transportation (USDOT) and Kansas Department of Transportation (KDOT) Requirements. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - (1) **Compliance With Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Contract No. _____

Project No. _____

- (2) **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- (4) **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to KDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance** – In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions** – The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request KDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.gov

Calvin E. Reed, P.E., Secretary
Dawn M. Hueske, P.E., Bureau Chief

Laura Kelly, Governor

October 21, 2025

City of Leavenworth
Mr. Mike Stephan, P.E.
Deputy Director of Public Works
100 N 5th St
Leavenworth, KS 66048-

Dear Mr. Stephan:

Your awarded SFY 2027 CCLIP-SP project has been programmed and assigned the following project number:

Project Name: Leavenworth: Surface Preservation on US-73/K-7
KDOT Project Number: 052 U-2591-01

The approved Kansas Department of Transportation Project Authorization for this project is enclosed.

Also, attached to this letter is a Project Schedule. The dates are furnished as a guide to aid in maintaining this project on a recommended project development schedule. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of the items fluctuate significantly from the dates listed, the schedule will be revised to indicate the new tentative letting date and project schedule.

If you have any questions, please do not hesitate to contact us or your BLP Project Manager, Dmitry Lomachenko, P.E..

Sincerely,

Cara Hodges

Digitally signed by Cara Hodges
DN: C=US,
E=cara.hodges@ks.gov,
O=Kansas Department of
Transportation, OU=Bureau of
Local Projects, CN=Cara Hodges
Date: 2025.10.21 15:04:33-05'00'

for Dawn M. Hueske, P.E., Bureau Chief
Bureau of Local Projects

dmh/cch

Enclosures

cc: Dmitry Lomachenko, P.E., BLP Project Manager
Dawn Hueske, P.E., BLP Bureau Chief
Mr. Michael E. Rinehart, P.E., District One Engineer
File

Kansas Department of Transportation

PROJECT SCHEDULE

Bureau of Local Projects (785) 296-3861

Date Prepared:	October 21, 2025
Prepared for:	City of Leavenworth
KDOT Project Number:	052 U-2591-01
Funding Program:	CCLIP-SP
Current Tentative Letting Date:	12/16/2026

NOTICE

The following dates are furnished as a guide to aid in maintaining this project on a schedule which will insure the letting date indicated. The letting date has been tentatively set and the amount of funds and/or the obligation authority available could cause the schedule to be revised. If the letting date is revised or the completion of items fluctuate significantly from the established dates listed, this schedule will be revised to indicate the new tentative letting date and project schedule.

Plans forwarded to BLP will not be processed without a current detailed estimate.

ITEMS TO BE COMPLETED	Months to Letting	DEADLINE COMPLETION DATE	DATE COMPLETED -For Your Use Only-
Consultant Design Contract to be Executed by	14.0	October 22, 2025	
Pre-Design Field Check	12.0	December 21, 2025	
Field Check Complete	10.0	February 19, 2026	
Office/ Final Check Plans and Estimate to BLP	8.0	April 20, 2026	
Office/ Final Check Plans Complete	6.0	June 19, 2026	
Begin CE Agreement	6.0	June 19, 2026	
R/W Clearances (1306 Form) to BLP	4.0	August 18, 2026	
Utility Form (1304 Form) to BLP	4.0	August 18, 2026	
Status of Permits (1307 Form) and Required Permits to BLP	4.0	August 18, 2026	
PSE Plans to BLP	3.5	August 30, 2026	
PSE Plans Complete	1.5	November 01, 2026	
Final Letting Plans to BLP	1.2	November 08, 2026	
CE Agreement Executed	1.1	November 11, 2026	
Advertise	1.0	November 16, 2026	

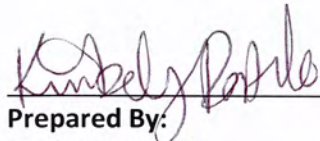
Rupis-A
1/11/2019

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE
2025-16 SUP
1512 S 2ND STREET**

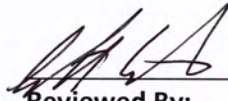
OCTOBER 28, 2025

SUBJECT:

Place on first consideration an ordinance to approve 2025-16-SUP to allow Automobile Sales in the 1-1, Light Industrial District.



Prepared By:
Kimberly Portillo,
Director of Planning and
Community Development



Reviewed By:
Scott Peterson,
City Manager

NATURE OF REQUEST

The applicant, Cedric Baker, is requesting a Special Use Permit (SUP) to allow automobile sales on a property located at 1512 S 2nd Street. Automobile sales are an allowed use in the 1-1, Light Industrial District, with the approval of a Special Use Permit (SUP).

The property is the old aluminum recycling center. It is bordered by industrial and commercial uses: a storage facility is located to the north and west, Geiger Ready Mix and Drexel Chemical Company are to the east, and the former Abeles Field and a vacant City-owned lot are located to the south.

COMMISSION FINDINGS

The Commission may recommend issuance of a special use permit whenever it finds that:

1. The proposed special use complies with all applicable provisions of this ordinance.

Staff believes that this application complies with all provisions of City of Leavenworth Development Regulations

2. The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public.

The proposed special use to allow automobile sales will contribute to the economic vitality of Leavenworth by allowing for the operation of a revenue generating business in the space.

3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.

Staff does not believe that the proposed use will cause substantial injury to the value of other property in the neighborhood.

4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that

the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations.

No new structures or buildings are proposed, and the parking site plan provides ample off-street parking. The applicant originally purchased the property for Heavy Vehicle Sales (commercial vehicles with a GVW of over 10,000 lbs), a use permitted by-right in the 1-1 district. The proposed automobile sales operation is considered less intense than the permitted use, and therefore, will not dominate the neighborhood.

Notification was sent to property owners within 200' of the subject property, as required by Kansas statute. Since notifications were mailed, staff has received no comments or inquiries.

The Planning Commission took action on this item at their October 6, 2025 meeting and voted 6-0 to recommend approval of the Special Use Permit.

STAFF RECOMMENDATION:

Staff recommends approval of the Special Use Permit request based on the analysis and findings included herein.

ACTION/OPTIONS:

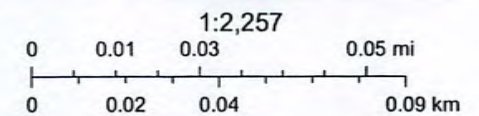
- Place an ordinance on first consideration to approve the Special Use Permit request to allow Automobile Sales at 1512 S 2nd Street.
- Deny the Special Use Permit request to allow Automobile Sales at 1512 S 2nd Street.
- Remand the Special Use Permit request to allow Automobile Sales at 1512 S 2nd Street to the Planning Commission for further consideration.

1512 S 2nd Street (SUP)



10/2/2025, 6:06:11 PM

- Override 1
- ▨ Parcels (City Owned)
- ▨ Parcels_Current
- ▭ Address (Points)
- ▭ Leavenworth City Limits
- ▨ City Right-of-Way
- RoadCenterline

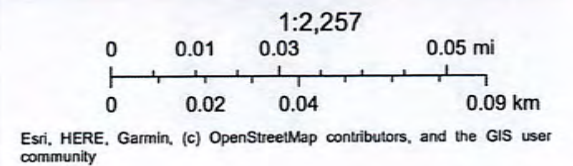
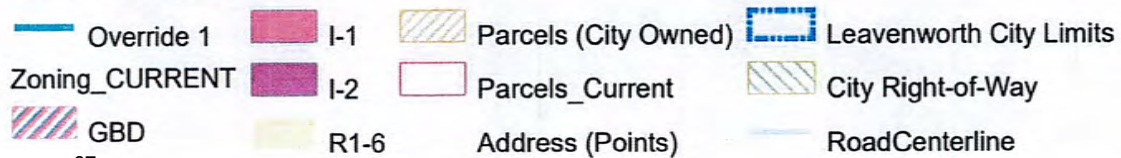


Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

1512 S 2nd Street - Zoning



10/2/2025, 6:07:57 PM



Web AppBuilder for ArcGIS

Platte County, Missouri Dept. of Conservation, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA |



SPECIAL USE PERMIT
CITY OF LEAVENWORTH, KANSAS

OFFICE USE ONLY

CASE NO.: 2025-116 SUP

Application No.	<u>17724</u>
Fee (non-refundable)	\$350.00
Filing Date	<u>8/16/2025</u>
Received By	
Hearing Date	<u>10/4/2025</u>
Publication Date	<u>9/10/2025</u>

As provided in Section 2.04 of the 2016 Development Regulations, application is hereby made for a SPECIAL USE PERMIT for the operation of a: Automobile Sales

in accordance with the attached site plan on the following described property:

Subject Property:	<u>1512 S 2nd St Leavenworth, KS 66048</u>
Legal Description:	<u>(Attach a full legal description provided by the Register of Deeds Office)</u>
Real Estate PID #:	<u>052-077-36-0-40-10-003.01-0</u>
Zoning: <u>I-1</u>	Historic District:

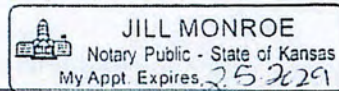
I/We, the undersigned, depose and state we are the owners of the above described property:

Name(s) of Owner (print):	Cedric Baker		
Owner Address:	1512 S 2nd St Leavenworth, KS 66048		
Contact No.	785-592-0922	Email:	brackendz5050@gmail.com
Signature of Owner(s):			

State of Kansas

County of Leavenworth

(SEAL)



Signed or attested before me on: August 16 2025

Notary Public: Jill Monroe

My Appointment Expires: 25 2029

If business is operated by someone other than the owner, provide name and address of operator(s).

Name of Lessee:

Address:

Contact No.

Email:

NOTE: All signatures must be in ink. Signature of owner(s) must be secured and notarized.

Check list below...

	Non-Refundable Fee of \$350.00 is due at time of application
✓	Certified list of property owners within two hundred (200) feet of the subject property
✓	Attach full legal description obtained through the Register of Deeds Office
✓	Site Plan drawn to scale (See General Instructions)
✓	Supporting documentation (See General Instructions)

10/2/25

Dear Planning Department,

On behalf of Back Endz Wholesale LLC, we respectfully request a Special Use Permit for 1512 S 2nd Street, Leavenworth, Kansas, to operate a small-scale used car dealership offering retail sales to the public.

Site Overview:

- **Parking:**

East: 5 parking spaces for employees and customer parking.

North: 4 parking spaces for designated inventory.

South: A dedicated storage/overflow area.

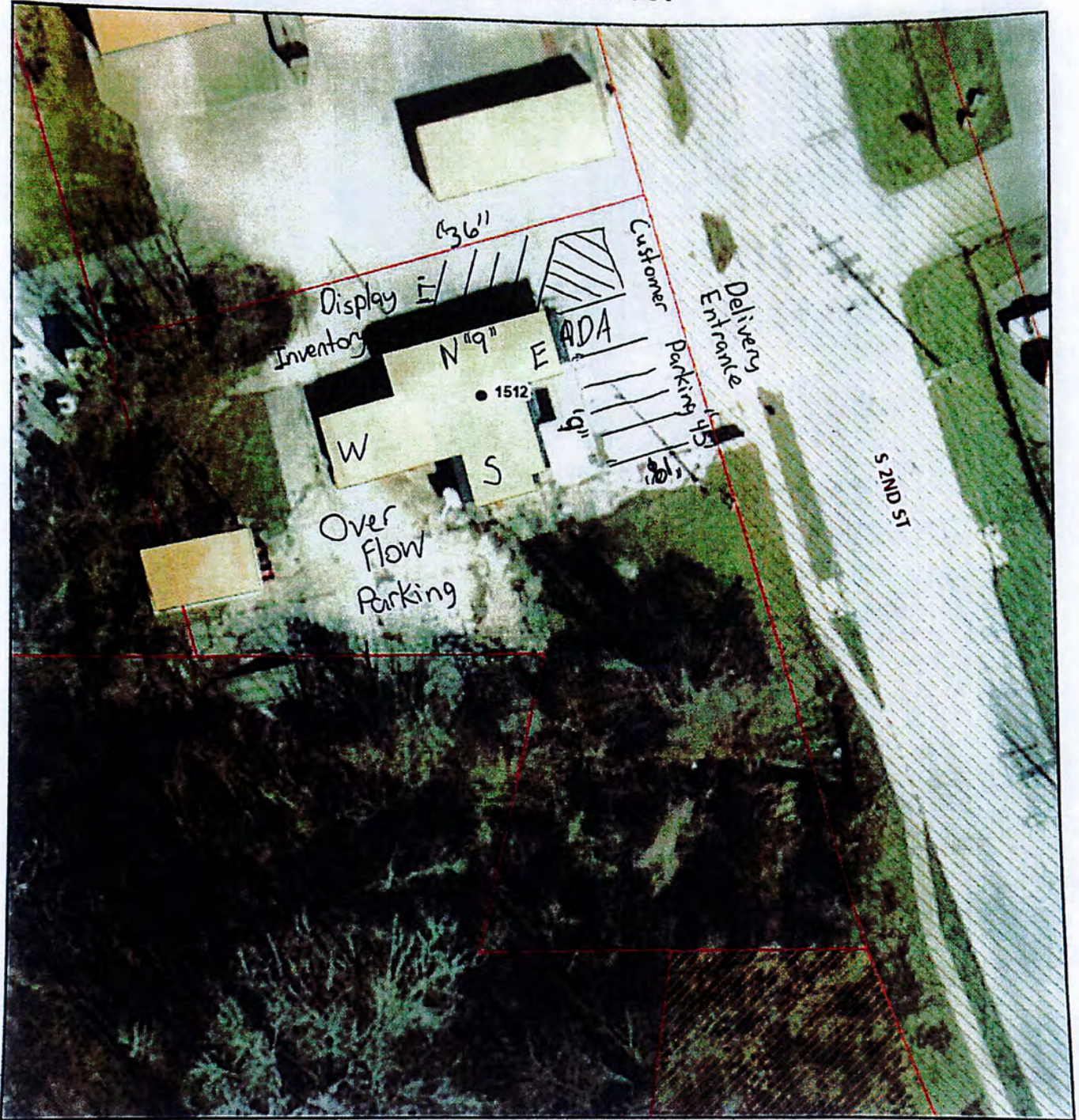
- **Access:** Direct entrance from S 2nd Street with a designated delivery entrance on the south side.
- **Deliveries:** Vehicles will be delivered in a low-impact manner—primarily driven or transported via dolly by the owner. No large transport trucks or high-volume deliveries.

This proposed use supports the City's goals for responsible land use and economic development. We are committed to maintaining a clean, organized site and being respectful neighbors.

Thank you for your consideration. We welcome the opportunity to discuss further and provide any additional documentation as needed.

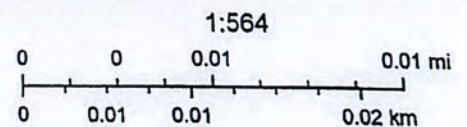
1512 S 2nd Street

Revised 10/2/25



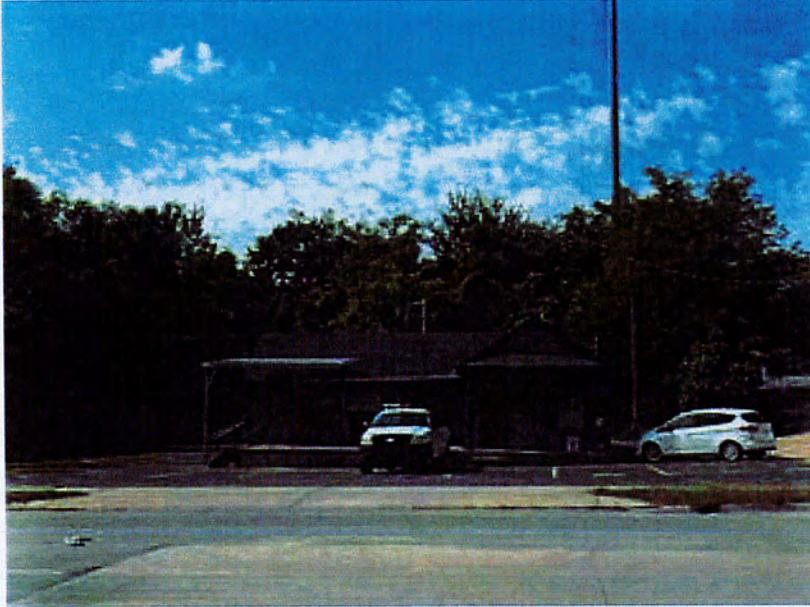
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-  Parcels (City Owned)
-  Leavenworth City Limits
-  Parcels_Current
-  City Right-of-Way
-  Buildings
-  RoadCenterline
-  Address (Points)



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Staff photos taken 10/1/25





(Summary Published in the Leavenworth Times on _____)

ORDINANCE NO. XXXX

**AN ORDINANCE ALLOWING A SPECIAL USE FOR
AUTOMOBILE SALES IN THE LIGHT INDUSTRIAL
DISTRICT ZONING DISTRICT LOCATED AT 1512 SOUTH
2ND STREET IN THE CITY OF LEAVENWORTH, KANSAS.**

WHEREAS, under the Appendix A of the City Code of Ordinances, Development Regulations, of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to locate special uses in each zoning district by ordinance within said City; and

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 6th day of October 2025 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time set as was published in the Leavenworth Times newspaper and mailed to all property owners within 200 feet of the said property on the 10th day of September 2025; and

WHEREAS, the City Planning Commission did hear on the 6th day of October 2025 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas and upon a motion made, duly seconded, and passed, the City Planning Commission adopted findings of fact and recommended approval of the request for automobile sales in the Light Industrial District zoning district located at 1512 South 2nd Street, Leavenworth, Kansas; and

WHEREAS, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to allow special use for automobile sales for the property described herein in Section 1.

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
LEAVENWORTH, KANSAS:**

Section 1. That a special use permit be issued for automobile sales on the following described property:

The South 20 feet of Lot Five (5), Block Eight (8), Fackler's Addition, all of Lot Six (6), Block Eight (8), Fackler's Addition and a certain piece of ground lying between the South line of Fackler's Addition and Lot Six (6), Block Eight (8), commonly known as Lot Seven (7), Block Eight (8), Fackler's Addition, City of Leavenworth, in Leavenworth County, Kansas; And more commonly referred to as 1512 South 2nd Street, Leavenworth, Kansas.

Section 2: That this Ordinance shall take effect and be in force from and after its passage by the Governing Body, and its publication once in the official City newspaper.

PASSED AND APPROVED by the Leavenworth City Commission of the City of Leavenworth, Kansas on this _____ day of _____ 2025.

Holly Pittman, Mayor

{Seal}

ATTEST:

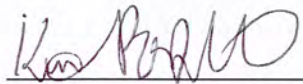
Sarah Bodensteiner, CMC, City Clerk

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE
2025-17 SUP
813 KICKAPOO**

OCTOBER 28, 2025

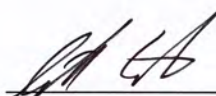
SUBJECT:

Place on first consideration an ordinance to approve 2025-17 SUP to allow a home occupation that is not conducted entirely within the principal dwelling in the R1-6 High Density Single Family Residential District.



Prepared By:

Kim Portillo,
Director of Planning and
Community Development



Reviewed By:

Scott Peterson,
City Manager

NATURE OF REQUEST

The applicant, Katrina Morgan, is requesting a Special Use Permit (SUP) to allow a home occupation that is not conducted entirely within the principal dwelling unit. The subject property is zoned R1-6, High Density Single Family Residential District, with an existing single-family home on the lot. The subject property is surrounded by other single-family homes of a similar size and nature.

The applicant's proposed use requires an SUP because the essential components of the home occupation will occur outside of the principal dwelling. Section 4.04.B.G (g) of the adopted Development Regulations mandates that a home occupation be conducted entirely within the principal residential building unless a Special Use Permit (SUP) is issued. The applicant submitted a lot combination to combine her property with a vacant lot adjacent. The combined lot will be used for the exterior cultivation of cut flowers. This operation involves transplanting seedlings into six designated in-ground flowerbeds from February to October annually. Sales will occur off-site at local Farmers Markets and online. Staff confirms that the accessory use (the flower cultivation) will be located on the same lot as the principal residence, satisfying the requirements of Section 4.04.B.2 (d), which states "Accessory Uses are a structure or use which is located on the same lot as the principal building or principal use served".

COMMISSION FINDINGS

The Commission may recommend issuance of a special use permit whenever it finds that:

1. The proposed special use complies with all applicable provisions of this ordinance.

The Certificate of Survey for the lot combination has been recorded, and two copies have been provided to staff. Staff confirms there is ample room for parking off the rear alley, and staff is currently working with the applicant on the submitted off-street site plan review.

2. The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public.

Staff believes that cultivating cut flowers in a residential setting can promote economic development through local sales, enhance public welfare by providing beauty in the neighborhood, and increase convenience by offering readily available, fresh local blooms.

3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.

The cut flowers will be cultivated using in-ground flowerbeds that shall be well maintained, and are located 21' from the front property line. A home occupation requires two off-street parking spaces to prevent use of public on-street parking. Staff does not believe that the operation of a small-scale flower business will cause substantial injury to the value of other property in the neighborhood.

4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood to prevent development and use of neighboring property in accordance with the applicable zoning district regulations.

No new structures or buildings are proposed as part of this special use permit. The operation is a small scale, home-based flower business. The in-ground beds are located 41' from the street, minimizing visibility and impact. The property will continue to function as a residential structure.

Notification was sent to property owners within 200' of the subject property, as required by Kansas statute. Since notifications were mailed, staff has received no comments or inquiries.

The Planning Commission took action on this item at their October 6, 2025 meeting and voted 6-0 to recommend approval of the Special Use Permit.

STAFF RECOMMENDATION:

Staff recommends approval of the Special Use Permit request based on the analysis and findings included herein.

ACTION/OPTIONS:

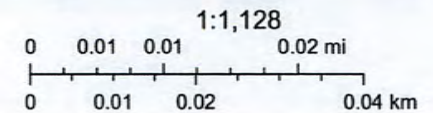
- Place an ordinance on first consideration to approve the Special Use Permit request to allow a home occupation that is not conducted entirely within the principal dwelling AT 813 Kickapoo Street.
- Deny the Special Use Permit request to allow a home occupation that is not conducted entirely within the principal dwelling AT 813 Kickapoo Street.
- Remand the Special Use Permit request to allow a home occupation that is not conducted entirely within the principal dwelling AT 813 Kickapoo Street to the Planning Commission for further consideration.

813 Kickapoo



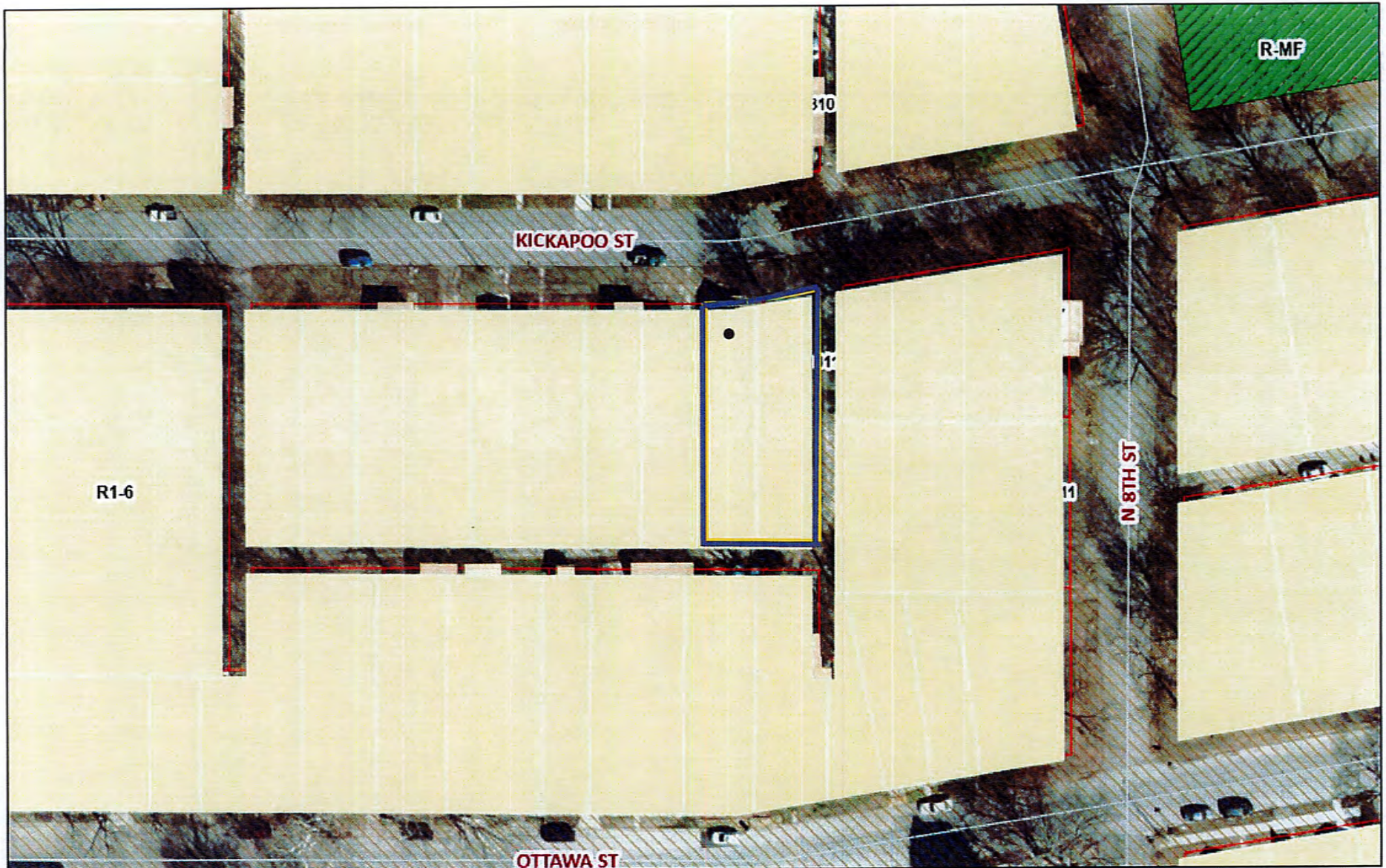
9/30/2025, 11:59:17 AM

- Override 1
- Parcels_Current
- Buildings
- Address (Points)
- Leavenworth City Limits
- City Right-of-Way
- RoadCenterline



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

813 Kickapoo - Zoning Map



9/30/2025, 12:03:18 PM

Lines Zoning_CURRENT Parcels_Current Leavenworth City Limits

Override 1 R-MF Buildings City Right-of-Way

Override 2 R1-6 Address (Points) RoadCenterline

78

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Web AppBuilder for ArcGIS
Platte County, Missouri Dept. of Conservation, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA |



SPECIAL USE PERMIT
CITY OF LEAVENWORTH, KANSAS

OFFICE USE ONLY

CASE NO.: 2025-17 SUP

Application No.	<u>178041</u>
Fee (non-refundable)	\$350.00
Filing Date	
Received By	
Hearing Date	
Publication Date	

As provided in Section 2.04 of the 2016 Development Regulations, application is hereby made for a SPECIAL USE PERMIT for the operation of a: flower growing to resale off property and online.

in accordance with the attached site plan on the following described property:

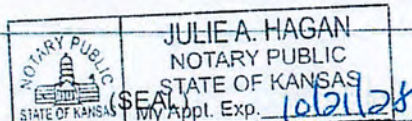
Subject Property:	<u>811 and 813 Kickapoo, will be combined to one lot</u>		
Legal Description:	<u>(Attach a full legal description provided by the Register of Deeds Office)</u>		
Real Estate PID #:	<u>0772604208002000 and 0772604208003000</u>		
Zoning:	<u>R1-6</u>	Historic District:	<u>EWING ROELOFSON & CO.</u>

I/We, the undersigned, depose and state we are the owners of the above described property:

Name(s) of Owner (print):	<u>KDSWorldwide, LLC</u>		
Owner Address:	<u>2402 Windmill Drive, Platte City, MO, 64079</u>		
Contact No.	<u>805-340-0675</u>	Email:	<u>katrina.e.morgan@gmail.com</u>

Signature of Owner(s):

State of Kansas
County of Leavenworth



Signed or attested before me on: 8/19/25

Notary Public: Julie A. Hagan

My Appointment Expires: 10/21/28

If business is operated by someone other than the owner, provide name and address of operator(s).

Name of Lessee: Not applicable.

Address:

Contact No.

Email:

NOTE: All signatures must be in ink. Signature of owner(s) must be secured and notarized.

Check list below...

☒	Non-Refundable Fee of \$350.00 is due at time of application
☒	Certified list of property owners within two hundred (200) feet of the subject property
☒	Attach full legal description obtained through the Register of Deeds Office
☒	Site Plan drawn to scale (See General Instructions)
☒	Supporting documentation (See General Instructions)

Katrina E. Morgan
2402 Windmill Drive
Platte City, Missouri, 64079
805-340-0675
katrina.e.morgan@gmail.com

August 20, 2025

City of Leavenworth Kansas Zoning and Planning Department
100 N. 5th Street, Suite #201
Leavenworth, Kansas, 66048

Subject: Letter of Intent for Special Use Permit Application of Lots at 811 and 813 Kickapoo Street

To Whom It May Concern,

I am writing to formally express my intent regarding the properties commonly known as 811 and 813 Kickapoo Street, which I plan to combine via a Lot Combination Application submitted August 20, 2025, Application No: 17803.

This letter outlines my proposed use of the combined parcels for the cultivation of cut flowers.

The intended use involves establishing a flower-growing operation on the combined lots, with the primary activity occurring from February through October each year. Seedlings will be started off-site and transplanted onto the property after the last frost, approximately mid-March, at 811 Kickapoo. The flowers will be cultivated in six designated flower beds, each measuring 7.5 feet wide by 24 feet long. The beds will be arranged with 3 feet of space between each bed in the north-south direction and 5 feet between beds east-west, ensuring proper access and growth conditions. The flowers will be grown in these designated beds and subsequently sold off-site at local farmers' markets and through online channels.

The placement of the flower beds will adhere to the following setbacks from the property lines of 811 Kickapoo:

- 4 feet from the western property line
- 21 feet from the northern property line
- 7 feet from the eastern property line
- 31 feet from the southern property line
- 10 feet from the residence at 813 Kickapoo

Please see attached site plan, drawn to scale. Please note that the grid boxes and lines represent 1 square foot each.

I look forward to working with the City of Leavenworth to facilitate this project and appreciate your consideration of my proposal.

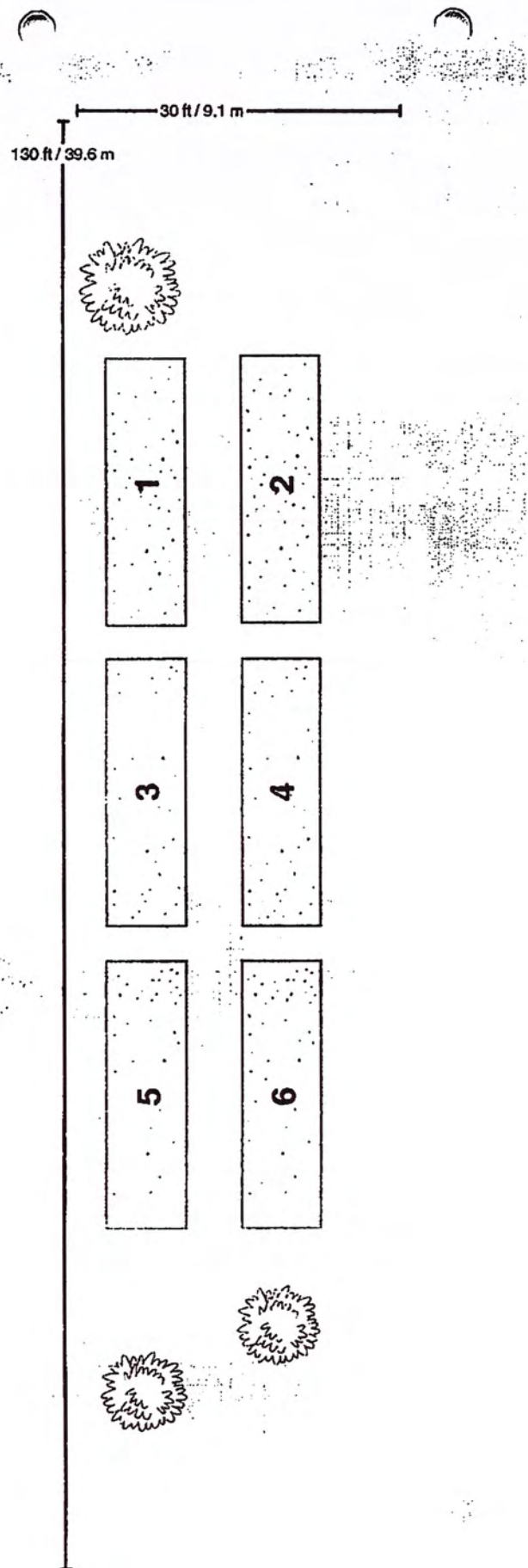
Please feel free to contact me at 805-340-0675 or katrina.e.morgan@gmail.com with any questions.

Thank you for your time and attention in this matter.

Very Respectfully,

A handwritten signature in black ink, appearing to read 'K Morgan'.

Katrina E. Morgan
Registered Agent
KDSWorldwide, LLC



Section/ Bed Number	Plant/Flower	Max Height	Notes
4	Snapdragon	1-3 ft	
5	Snow Pea Flowers	3-6 ft	Will harvest before reaching 4 ft
5	Yarrow	1-3 ft	
5	Statice	1-3 ft	
6	Hollyhock	4-8 ft	Will harvest before reaching 6 ft
1	Lisianthus	1-2 ft	
1	Craspedia	2-4 ft	
1	Coneflower	2-4 ft	
1	Bupleurum	2-3 ft	

Section/ Bed Number	Plant/Flower	Max Height	Notes
2	Amaranthus	3-6 ft	Will harvest at 6 ft
2	Celosia	1-3 ft	
2	Black-eyed Susan	1-3 ft	
2	Baby's Breath	1-3 ft	
6	Red Leaf Hibiscus	3-8 ft	Will harvest before reaching 6 ft
6	Sage	1-3 ft	
6	Dill	3-4 ft	
6	Basil	1-3 ft	
6	Thyme	.5-1 ft	
6	Oregano	1-2 ft	

Section/ Bed Number	Plant/Flower	Max Height	Notes
1	Zinnia	1-3 ft	
1	Cosmos	3-6 ft	Will harvest before reaching 4 ft
6	Sunflower	3-12 ft	Will harvest before reaching 6 ft
2	Delphinium	3-6 ft	Will harvest before reaching 4 ft
2	Larkspur	2-4 ft	
3	Dahlia	2-6 ft	Will harvest before reaching 4 ft

Staff photos taken 10/1/25





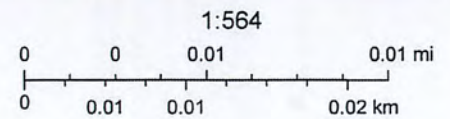


813 & 811 Kickapoo



8/12/2025, 10:55:29 AM

- Parcels_Current
- Leavenworth City Limits
- Buildings
- City Right-of-Way
- Address (Points)
- RoadCenterline



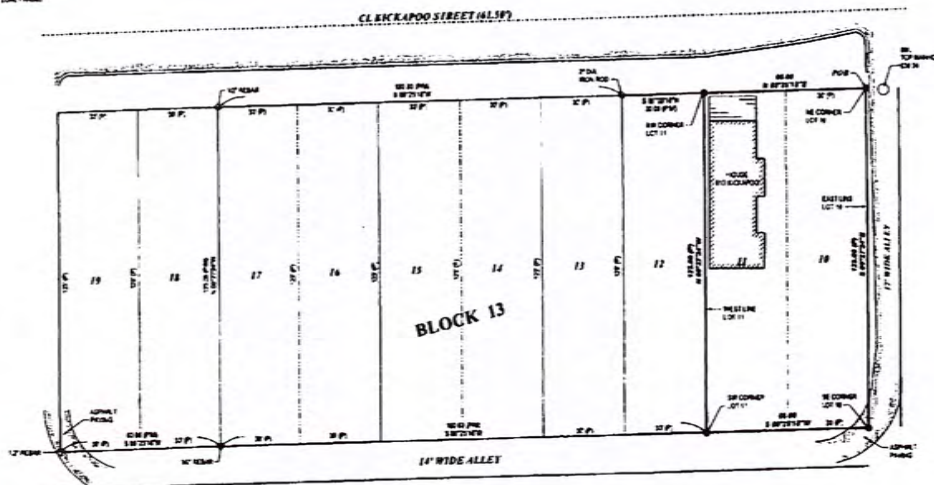
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

**CITY OF LEAVENWORTH
LEAVENWORTH COUNTY, KANSAS**



LOCATION MAP

- LEGEND
- 1/2" x 3/4" REBAR SET WITH 1/2" DIA. CAP
 - SURVEY MONUMENT FOUND (AS NOTED)
ORIGIN UNKNOWN, UNLESS REFERENCED
 - P1 PLATFED
 - M1 MEASURED
 - PM1C PLATFED AND MEASURED
 - POB POINT OF BEGINNING
 - CL CENTERLINE



ZONING:
3140
HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT
MINIMUM LOT SIZE - 6,000 SQ. FT.
25' FRONT SETBACK
5' INTERIOR SIDE SETBACK
25' CORNER SETBACK
25' REAR SETBACK

NOTE:

1. THIS SURVEY DOES NOT SHOW OWNERSHIP OR SHAREHOLDING INFORMATION. WE DO NOT HAVE THAT DATA.
2. NO TITLE INFORMATION WAS PROVIDED ON THE SURVEY.
3. THIS SURVEY IS NOT WITHIN A SPECIAL DISCLOSURE AREA (E.G., FOR CONGRESSIONAL EFFECTIVE 7-16-2019).

REMARKS:
TOP OF BRICKPILE LOC AT THE NORTHEAST CORNER OF LOT 13 WAS SHOWN
BY THE SURVEYOR.

REFERENCES:
1. *Using Industrial Gas and Company Plant*
Plant Book 13, Price \$ 150.00. STEPHENSON

TRAJECTORY SUMMARY:		WINDING		NORTHING		EASTING	
WINDING	WINDING DEPT			121.00	121.00		
WINDING DEPT	175.00			121.00	121.00		
WINDING DEPT	60.00			121.00	121.00		
WINDING DEPT	175.00			121.00	121.00		
WINDING DEPT	60.00			121.00	121.00		

DEED DESCRIPTION - DOC. 2025R01111
LOT 14, BLOCK 12, PHASE 2002 LOT 10 & COVE, A SUBDIVISION IN THE CITY OF LEWISTON,
LEWISTON COUNTY, KANSAS

DEED DESCRIPTION - DOC. 201918111
LOT EIGHT (8), IN BLOCK PARTIDA (2) IN TRING DEVELOPMENT AND COMPANY SUBDIVISION
IN THE CITY OF LEAVENWORTH, KANSAS

ALL OF LOTS 16 AND 17, BLOCK 11, FRANK, HODGSON AND COMPANY CITY OF LEAVENWORTH, KANSAS, AS SURVEYED BY LYNN T. HARRIS, PLAT NO. 610, 1ST, SEE BUREAU PLAT AS FOLLOWS:
BEGINNING AT THE NORTH CORNER OF SAID LOT 17;
THENCE, BY COURSE, 60.81 FEET ALONG THE EAST LINE OF SAID LOT 17 TO THE SOUTHEAST CORNER OF SAID LOT 17; THENCE, BY COURSE, 10.81 FEET ALONG THE SOUTH LINE OF SAID LOT 17 TO THE SOUTHWEST CORNER OF SAID LOT 17;
THENCE, BY COURSE, 10.81 FEET ALONG THE WEST LINE OF SAID LOT 17 TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE, BY COURSE, 10.81 FEET ALONG THE NORTH LINE OF LOTS 16 AND 17 TO THE POINT OF BEGINNING, CONTAINS 7.6081 SQ. FT. / 1.11 ACRES +/-
RELATIVE TO 18.012675 (2019)

THIS IS TO CERTIFY THAT THE ABOVE IS THE OWNER OF THE DESCRIBED IN THE PLAY OF SURVEY AND ALL PREVIOUS
SALES HAVE BEEN MADE AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON
FOR USES AND PURPOSES THE HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ACCEPT THE SAME UNDER THE STATE AND
TITUL THEREON INDICATED

CHINA UNDER MY HAND 1-43 24 DAY OF September 1945

khongor

BE I MEMORANDUM THAT ON THE 1ST DAY OF FEBRUARY 1968, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME BARBARA WORMAN, TO ME, KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT DATED AND SIGNED BY HERSELF AND KENNETH EDGE THE EXECUTOR OF THE SAME. I HAVE HERETOBY SET MY HAND AND WRITTEN MY NOTAL THE DAY AND YEAR ABOVE WRITTEN.

William O. Johnson
SECRETARY

09/02/2025

THIS CERTIFICATE OF SUBMITS - LIFE DOMINATION HAS BEEN SUBMITTED TO AND APPROVED BY THE BELOW
 THE 11 DAY OF September 2005

K. C. L. P. R. L.
DIRECTOR OF PLANNED AND COMMUNITY DEVELOPMENT
FOR PORTUGAL

THESE CLARIFY THE PLACE OF SURVEY RESULTS IN THE REGULATION OF A.S.A. IN 2002. THE FACE OF THE SURVEY PLAN WAS REVISED BASED ON CANADA'S CRIMINAL STANDARDS FOR SCIENTIFIC SURVEYS. NO FURTHER APPLICATION IS IMPLIED. THIS REVIEW IS FOR SURVEY INFORMATION ONLY.

DEB 8-15-85
LEA/MORRISON COUNTY CLERK FOR
DANIEL B. BARNES, JR. (11)

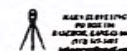


DATE OF CASE OF BIRTH: 1911. CLINICAL CASE: BIRTH OF CHILD. 26th of SEPTEMBER 1911.
AT 4:15 PM. THE CHILD WAS BORN AT 10:15 PM.

James P. A. Macdonald
LEARNER COUNTY RECEPTION OF DEEDS
Tomball, TX 77375

[illegible]

THIS IS TO CERTIFY THAT IN THE MONTH OF AUGUST 2025, THIS SURVEY
WAS MADE UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY
MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS
FOR BOUNDARY SURVEY.



(Summary Published in the Leavenworth Times on _____)

ORDINANCE NO. XXXX

AN ORDINANCE ALLOWING A SPECIAL USE FOR A HOME OCCUPATION THAT IS NOT CONDUCTED ENTIRELY WITHIN THE PRINCIPAL RESIDENTIAL DWELLING IN A HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT ZONING DISTRICT LOCATED AT 813 KICKAPOO STREET IN THE CITY OF LEAVENWORTH, KANSAS.

WHEREAS, under the Appendix A of the City Code of Ordinances, Development Regulations, of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to locate special uses in each zoning district by ordinance within said City; and

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 6th day of October 2025 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time set as was published in the Leavenworth Times newspaper and mailed to all property owners within 200 feet of the said property on the 10th day of September 2025; and

WHEREAS, the City Planning Commission did hear on the 6th day of October 2025 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas and upon a motion made, duly seconded, and passed, the City Planning Commission adopted findings of fact and recommended approval of the request for a home occupation that is not conducted entirely within the principal residential dwelling in a High Density Single Family Residential District zoning district located at 813 Kickapoo Street, Leavenworth, Kansas; and

WHEREAS, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to allow special use for a home occupation that is not conducted entirely within the principal residential dwelling for the property described herein in Section 1.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:

Section 1. That a special use permit be issued for a home occupation that is not conducted entirely within the principal residential dwelling on the following described property:

Lot 10, Block 13, EWING ROELOFSON & CO'S, a subdivision in the City of Leavenworth, Leavenworth County, Kansas;

AND

Lot Eleven (11), in Block Thirteen (13) in Ewing, Roelofson and Company Subdivision in the City of Leavenworth County, Kansas.

And more commonly referred to as 813 Kickapoo Street, Leavenworth, Kansas.

Section 2: That this Ordinance shall take effect and be in force from and after its passage by the Governing Body, and its publication once in the official City newspaper.

PASSED AND APPROVED by the Leavenworth City Commission of the City of Leavenworth, Kansas on this _____ day of _____ 2025.

Holly Pittman, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk