



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, JANUARY 27, 2026 6:00 P.M.

Welcome to your City Commission Meeting – Please turn off or silence all cell phones during the meeting
Meetings are available for viewing on YouTube

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

AWARDS & PROCLAMATIONS:

1. Mayor's Award
2. Black History Month Proclamation

(pg. 03)

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

3. Minutes from January 13, 2026 Regular Meeting

Action: Motion (pg. 04)

Second Consideration Ordinances:

4. Second Consideration Ordinance No. 8275 Rezoning 220, 226 and 232 Seneca Street from R-MF to CBD

Action: Roll Call Vote (pg. 11)

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 signup sheet will be provided in the commission chambers for anyone wishing to speak.*

General Items:

5. Mayor's Appointments
6. 2026 Cereal Malt Beverage License – Star Gas

Action: Motion (pg. 14)

Action: Motion (pg. 15)

Resolutions:

7. Resolutions for Commonwealth Development Corporation Affordable Housing Project
 - a. Letter of Support
 - b. Resolution B-2414 Resolution of Support with Fee Waiver
 - c. Resolution B-2415 Non-Binding IRB Resolution of Intent

(pg. 16)

Action: Motion

Action: Motion

Action: Motion

Bids, Contracts and Agreements:

8. Consider Approval to Purchase Police Patrol Vehicles
9. Consider Approval to Purchase Ultraviolet Lamps for WWTP
10. Consider Approval to Purchase Brine Maker and Storage Tanks
11. Consider Award of Bid for Ferrous Chloride for WPC
12. Consider Award of Contract for 14th and Osage Stormwater Improvement Project
13. Consider Concurrence of KDOT Award of Bid for Downtown ADA Ramp Improvements Project

Action: Motion (pg. 23)

Action: Motion (pg. 43)

Action: Motion (pg. 47)

Action: Motion (pg. 50)

Action: Motion (pg. 54)

Action: Motion (pg. 60)

First Consideration Ordinances:

14. First Consideration Ordinance for Special Use Permit to Allow In-Home Daycare at 1922 5th Ave

Action: Consensus (pg. 66)

Consent Agenda:

Claims for January 9, 2026 through January 22, 2026, in the amount of \$2,404,463.12; Net amount for Payroll # 1 effective January 9, 2026 in the amount of \$431,522.10 (No Police & Fire Pension). **Action:** Motion

Other:

15. Executive Session – Attorney-Client Privilege

Action: Motion (pg. 81)

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

WHEREAS, *the City of Leavenworth is proud to recognize February as Black History Month. This is a time for all of our citizens to learn, reflect, and honor the history and contributions of Black Americans to our city, state, and country; and*

WHEREAS, *we continue to work towards fulfilling our principles that all people are created equal and have equal rights to fulfill their dreams; and*

WHEREAS, *our city shares the rich history of the Legacy of the Buffalo Soldiers and their brave contributions toward fulfillment of our Nation's promise; and*

WHEREAS, *Black History Month is a time to engage in learning that creates greater understandings of the importance of diversity and unity; and*

WHEREAS, *the celebration of Black History Month is a positive way of recognizing the culture and history of Black Americans as vital to the core beliefs and values of this society; and*

WHEREAS, *in honor of Black History Month, community celebrations as well as educational and historical activities have been planned.*

NOW, THEREFORE, *I, Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby proclaim February 2026 as:*

Black History Month

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

Nancy D. Bauder, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



CITY OF LEAVENWORTH
100 N. 5th Street
Leavenworth, Kansas 66048

City Commission Regular Meeting
Commission Chambers
Tuesday, January 13, 2026 6:00 p.m.

CALL TO ORDER - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Nancy Bauder, Mayor Pro Tem Rebecca Hollister, Commissioners Sam Maxwell, Holly Pittman and Joe Wilson.

Staff members present: Assistant City Manager Penny Holler, Chief Building Inspector Harold Burdette, CVB Manager Kristi Lee, Director of Information Technology Marvin Sommerfeld, IT Network Specialist Justin Gillom, Deputy Parks & Recreation Director Brian Bailey, Planning & Community Development Director Kim Portillo, Public Works Director Brian Faust, WPC Assistant Superintendent Jon Lemke, Public Information Officer Melissa Bower, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Maxwell moved to accept the minutes from the December 9, 2025 regular meeting and December 15, 2025 special meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

NEW BUSINESS:

Public Comment: (*Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes*)
Harold Pederson, 1001 10th Ave:

- Discussed Stockton Road
- Would like the road improved
- Unsure who is responsible for the road, either the electric company or the City

William Rogers, 7362 Yecker Ave, KCKS:

- Referenced an email dated March 25, 2025 from CoreCivic
- Wondered what property tax revenue from CoreCivic would look like
- Pulled tax records of CoreCivic and discussed the amounts they've paid over the years

Rick Nichols, 826 S. Esplanade:

- Mentioned the President of the United States
- Doesn't feel that good things will happen in Leavenworth if ICE is here
- Worried about image if ICE comes to town, especially if Leavenworth wants to shake the prison town image

General Items:

Mayor's Appointments

Mayor Bauder moved to Reappoint to the Airport Advisory Board Jeff Bouma, Bob Euler, Lisa Haack and Greg Kaaz to terms ending December 31, 2028; Appoint to the Convention & Tourism Committee for the Leavenworth Main Street Board Member position Samantha Carpenter to an unexpired term ending January 31, 2028; Reappoint to the Deer Management Advisory Committee Clay McDaniel, Ed Menard and Jamie Whitworth to terms ending December 31, 2028; Appoint to the Leavenworth Planning Commission Ted Davis to an unexpired term ending May 1, 2028; Reappoint to the Parks & Community Activities Board Wendy Sachen, Marianne Tennant and Esteban (Steve) Zamora to terms ending January 15, 2029; Reappoint to the Sister City Advisory Board Terry Weakley to a term ending December 31, 2028. Commissioner Maxwell seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Consider Transient Merchant Permit Waiver Request for Military Collectors Show at Riverfront Community Center – City Clerk Sarah Bodensteiner presented for consideration an application for a waiver requested by Edward Trevor Brown for the use of the Riverfront Community Center on February 6-7, 2026 for a Military Collectors Show. The show has been held at the RFCC for several years. City Code prohibits Transient Merchant permits on city property but does allow the Commission to grant waivers. All fees for use of the facility and permits would still apply should the waiver be granted.

Commissioner Pittman moved to grant the waiver of a Transient Merchant Permit for use of the Community Center for the Military Collectors Show on February 6-7, 2026. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

2026 Cereal Malt Beverage Licenses – City Clerk Sarah Bodensteiner presented for consideration the request to approve and issue renewal 2026 Cereal Malt Beverage Licenses for the following entities: 818 Nails Salon Inc. at 619 S 4th Street and Towne Pub Restaurant at 1001 Ottawa Street. We are also seeking approval of a new Cereal Malt Beverage License for Pioneer Food Mart at 700 Eisenhower Road. The Police Department performed a records check and approved all applications for issuance of Cereal Malt Beverage Licenses.

Commissioner Pittman moved to approve the Cereal Malt Beverage Licenses for 2026 as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Consider Request Regarding Special Assessments for Grass and Weeds for 714 Kiowa, 1017 Osage and 403 Olive – City Clerk Sarah Bodensteiner presented for consideration a request from the property owner that the special assessment/nuisance fees be abated and/or reduced on the following properties: 714 Kiowa, 1017 Osage and 403 Olive. In 2024 and 2025 City Code Enforcement ordered clean-up/mowing at the below properties. The City contracts with a 3rd party contractor for Code Enforcement mowings. When a Code Enforcement mowing occurs, the City sends an invoice to the property owner with the cost of the mowing and an administrative fee. Should invoices remain unpaid, the City files a Lien against the property for non-payment of the mowing invoices. Should the invoices remain unpaid still, the City will place a Special Assessment for the unpaid amount(s) on the property. For these particular properties both a Lien and Special Assessment were placed due to non-payment of mowing invoices. K.S.A 12-1617e allows cities to abate nuisances like tall weeds and grass at the property owner's expense and allow the city to perform the work and assess the costs as a special assessment or lien against the property itself, making it run with

the land rather than just the owner. These properties did end up at a Leavenworth County Tax Sale, and the County will list any applicable liens for each parcel in the Tax Sale. While the current property owner purchased these properties at Tax Sales and may not have been the property owner of the properties at the time the mowings were completed, they are requesting the Commission consider abatement or reduction of the Special Assessment amounts that were added to the Tax Rolls. In the past, in some instances the City Commission has reduced the fees for similar requests to the actual cost of the mowing/clean-up incurred by the city and a \$100.00 administration fee per property. The Commission can also choose to reduce the fees to a different amount.

Commissioner Maxwell moved to modify the Special Assessments to the actual cost of the mowings and half of the administrative fees for each property. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Revocation of Home2Suites Lodging Establishment License – City Attorney David Waters presented for consideration formal revocation of the 2025 Home2 Suites lodging establishment license for nonpayment of transient guest taxes (TGT). Home2 Suites operates a lodging establishment within the City at 250 Delaware Street. Home2 Suites has been operating under a lodging establishment license through the City pursuant to City Code Sec. 12-216 *et seq.* Home2 Suites' license expired by its own terms as of December 31, 2025. Under City Charter Ordinance No. 60 (2018), the City charges a transient guest tax of ten percent (10%) upon “the gross receipts derived from or paid directly or through an accommodations broker by transient guests for sleeping accommodations, exclusive of charges for incidental services or facilities, in any hotel, motel or tourist court.” Transient guest taxes are due from Home2 Suites on a monthly basis. Throughout 2025, Home2 Suites failed to make timely payments of its transient guest taxes. By way of example only, payments for January through July 2025 were due and paid as follows:

<u>FILING PERIOD</u>	<u>DATE PAID</u>
January 25, 2025	March 14, 2025
February 25, 2025	April 18, 2025
March 25, 2025	June 13, 2025
April 25, 2025	June 13, 2025
May 25, 2025	July 24, 2025
June 25, 2025	August 18, 2025
July 25, 2025	September 15, 2025

As of October 31, 2025, Home2 Suites had made no payments for August or September 2025 and had also not paid late penalty fees for prior months which were not timely paid. On October 31, 2025, the City Clerk sent Home2 Suites a letter advising that Home2 Suites was behind on its payments. The City Clerk received confirmation of Home2 Suites' receipt of that letter on November 5, 2025. In the October letter, the City advised that, pursuant to City Code Sec. 12-25, the City would mandatorily deny any future license because Home2 Suites was indebted to the City for unpaid transient guest taxes. The letter to Home2 Suites also advised of the City's intent to revoke any licenses that may allow Home2 Suites to continue operating under Charter Ordinance No. 60 which provides, in relevant part: For serious or repeated and/or continuous violations of any of the requirements of this Charter Ordinance, or for interference with the City staff performance of duties, any license to operate or conduct business as a hotel, motel, or tourist court may be suspended and/or permanently revoked after an opportunity for a hearing before the City

Commission has been provided. Prior to such action, the City Clerk shall notify the license holder in writing, stating the reasons for which the license is subject to suspension and advising that the license shall be temporarily suspended at the end of thirty (30) days following service of such a notice, unless a request for a hearing is filed with the City Clerk, by the license holder, within ten (10) days. Accordingly, Home2 Suites was advised that, if payment was not received, its then-current license to operate would be temporarily suspended. The City did not receive the required payments from Home2 Suites of its transient guest taxes. Therefore, on December 31, 2025, the City sent Home2 Suites another letter that, pursuant to Charter Ordinance No. 60, its license had been temporarily suspended, and that Home2 Suites was prohibited from operating and doing business in the City. On December 18, 2025, Home2 Suites made one additional payment of transient guest taxes attributable to August 2025. As of the date of this report, Home2 Suites is delinquent on payments for September, October, and November 2025 (and will soon be delinquent for December 2025), and is also delinquent on certain late payment penalty fees. Again, Home2 Suites' license expired by its own terms in any event as of December 31, 2025. Home2 Suites has not applied for and the City Clerk has not issued a new annual license to operate. However, City staff understands that Home2 Suites continues to operate. Notwithstanding that (1) Home2 Suites' 2025 license has expired, (2) Home2 Suites has not applied for nor received a 2026 license, and (3) the City has temporarily suspended its then-current license, out of an abundance of caution, the City Attorney believes that the City Commission should take formal action pursuant to Charter Ordinance No. 60 to permanently revoke Home2 Suites' license.

Commissioner Hollister moved that pursuant to Charter Ordinance No. 60, and as a result of unpaid transient guest taxes, the City Commission permanently revoke any license or permission that the owner or operator of Home2 Suites, located at 250 Delaware Street in the City of Leavenworth, currently has or may have to operate a hotel, motel, or lodging establishment at or from such location. Commissioner Maxwell seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Resolutions:

Resolution B-2413 to Set Public Hearing for Fire Damaged Structure for 130 Logan Street – Chief Building Inspector Harold Burdette provided the background information. On July 17, 2025 the structure was damaged by fire; the city received a check from insurance proceeds. This money is to be used by the City to either remove the structure if the owner decides not to address the issue or be returned to the property owner once repairs are completed and the structure is ready for occupancy or the structure has been demolished by the owner. A public hearing is required to determine if the structure should be demolished or if the owners will commit to making improvements within a time frame acceptable to the City Commission. This Resolution sets the Public Hearing date of March 10, 2026.

Commissioner Pittman moved to adopt Resolution B-2413 setting the public hearing for March 10, 2026 regarding the fire damaged structure located at 130 Logan Street. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Bids, Contract and Agreements:

Consider Award of Bid for Main Electrical Switchgear Replacement at WWTP – Public Works Director Brian Faust presented for consideration award of contract for the removal and replacement of the main switchgear at the wastewater treatment plant (WWTP). The existing switchgear at the WWTP is vintage

1970's equipment. If power goes down at the plant from one of the two different lines feeding the plant, the switchgear is used to switch to the other feed. The current gear is a manual switch requiring staff to contract with a 3rd party with the appropriate equipment to safely make this change. Depending on the availability of the 3rd party, the plant may be down for an extended period of time. The new switchgear uses current technology and will automatically switch to the active feed in case of failure. This limits the plant downtime and is a significant safety enhancement. Project plans and specifications were prepared and were advertised for bid, with bids being opened on December 3, 2025. In coordination with Black & Veatch, it is important as part of the project to include testing of the existing 2 – 15kv capacitors. This testing will add \$7,770 to the contract price for a total of \$1,506,887.00.

Commissioner Hollister moved to authorize the Mayor to sign a contract for the replacement of the main switchgear and capacitor testing at the Wastewater Treatment Plant with Capital Electric Company, Inc., in an amount not to exceed \$1,506,887.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Consider Award of Contract for 2026 Camp Leavenworth Event Management – CVB Manager Kristi Lee and Deputy Parks & Recreation Director Brian Bailey presented for consideration a comprehensive management contract with O'Neill Events and Marketing for the 2026 City of Leavenworth festival. The City's signature event, Camp Leavenworth, is scheduled for September 18th and 19th. This will be the seventh year of the festival that brings thousands of residents and visitors together. Last year's event saw attendees enjoy two days of music, activities and food. Tourists experience the First City though local food trucks, two downtown breweries, twenty local craft vendors, a chalk art activity, a 5k run and local dance performances. O'Neill Events and Management has been the event organizer for several years. They have been integral in finding creative ways to highlight Leavenworth and make the event unique. The 2026 Scope of Work includes the same expectations as last year including the City's Finance Department managing the finances in-house.

Commissioner Maxwell moved to approve the comprehensive management contract with O'Neill Events and Marketing for the 2026 City of Leavenworth Camp Leavenworth Festival in an amount not to exceed \$74,000.00. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

First Consideration Ordinances:

First Consideration Ordinance Rezoning 220, 226 and 232 Seneca Street from R-MF to CBD – Planning & Community Development Director Kim Portillo presented for first consideration an ordinance to rezone the property located at 220, 226 and 232 Seneca Street from Residential Multi-Family (R-MF) to Central Business District (CBD). The applicant is requesting the rezoning to allow a parking lot use, clean-up spot zoning and to allow for uses that are more appropriate for the location of the property. The parcels directly to the north along Miami Street are zoned R1-6 and consist of single-family homes. To the south is Planters II Apartment zoned CBD, and the adjacent property to the east is Abernathy Lofts zoned CBD. The northwest corner of the intersection, west of 3rd Street, is also zoned CBD with a single-family residential house. At 220 Seneca, the property is currently an existing vacant lot that has been graded in preparation for a parking lot to accommodate the Abernathy Lofts located at 200 Seneca. 226 and 232 Seneca are existing vacant lots and will remain such at this time. The rezoning of 226 and 232 Seneca is being requested to align with the remaining parcels on the block and to expand the potential future uses of the

parcels for commercial uses. The Planning Commission considered this item at their December 1, 2025 meeting and voted 5-0 to recommend approval of the rezoning. Ms. Portillo reviewed the Conditions of Determination that were referenced in the Policy Report.

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

Staff Report:

Review Options to Address Vacancies in the City Commission – City Attorney David Waters reviewed options regarding the filling of a vacancy in the position of City Commissioner. During a recent review of the City Code, City Staff noticed that—despite the City having adopted relatively-new procedures for filling the role of “mayor” in the event of a vacancy, City Code does not appear to have any provision setting forth how vacancies in the City Commission generally are to be filled. At the September 9, 2025, City Commission meeting, the City Attorney proffered a draft ordinance which would fill vacancy positions by appointment, with consent of the full City Commission. The City Commission asked that Staff review further whether the City could adopt procedures for electing (at a special election) replacement commissioners. As part of researching the question of whether the City could fill vacancies via special election, City Staff reached out to the Leavenworth County Elections Office, which advised that it had spoken with the Kansas Secretary of State. The County stated that the Secretary of State advised that, for cities of the first class (such as Leavenworth), the provisions of K.S.A. 13-513 apply to vacancies. The City Attorney does not agree with this position. Although Staff could find no indication that the City ever “chartered out” of this statute (and others surrounding it in the same act), this statute speaks to a “council” and not a “commission”; the City does not have “wards”; the City does not have a “president of the council”; etc. Furthermore, the statutes surrounding this statute reflect the powers of council and mayors in “mayor-council” cities, not “commission-manager” cities such as the City of Leavenworth. Rather, at some point in its past, the City adopted a “commission-manager” form of government. The commission-manager form of government was previously authorized under a completely different set of statutes, K.S.A. 12-2001 *et seq.* These enactments were all repealed by the Kansas Legislature in 2015; however, that does not mean that the City’s form of government was no longer authorized. That is because, also in 2015, the Legislature adopted a “savings” statute preserving current cities’ form of government, K.S.A. 12-184a. Indeed, as part of the City’s 2019 recodification, the City adopted an ordinance with Code Sec. 2-19(a), which reflects that continuation language. Therefore, it is the City Attorney’s opinion that the vacancy-appointment procedures of K.S.A. 13-513 do not apply to the City of Leavenworth. Nevertheless, out of an abundance of caution, the City Attorney is recommending that the City go ahead and charter out of this statute. Leavenworth is unique among many cities in that members of the commission can be elected for either four-year or two-year terms. Therefore, finding a one-size-fits-all approach can be difficult. As an example, if a vacancy occurs in a four-year term, a pure appointment process can lead to a commissioner serving a long term without a vote of the people. If a vacancy occurs in a two-year term, the cost and timing of holding a special election for a short period of time may not be worth it. In either case, the impact of the Kansas Legislature’s HB 2022 in 2025 makes any special election (that is not held in conjunction with a regular primary or general election) difficult to coordinate and hold. Attorney Waters proposed two (2) charter ordinances: 1. One offering a pure appointment process; and 2. One offering a mix of appointments with special elections only held where the vacancy would be for a longer term (a “hybrid”).

Consent Agenda:

Commissioner Wilson moved to approve Claims for December 5, 2025 through January 8, 2026, in the amount of \$4,644,326.76; Net amount for Longevity Pay effective December 5, 2025 in the amount of \$41,091.16; Net amount for Payroll # 25 effective December 12, 2025 in the amount of \$445,431.30 (No Police & Fire Pension); and Payroll # 26 effective December 26, 2025, in the amount of \$416,931.43 (Includes Police & Fire Pension in the amount of \$7,753.58). Commissioner Pittman seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Other:

City Attorney Waters:

- The Special Use Permit process with CoreCivic is on-going
- Mentioned an upcoming Court of Appeals hearing

Assistant City Manager Penny Holler:

- Mentioned a few events that support our Economic Development Partners
- Mentioned trash will be delayed 1 day due to the Martin Luther King Jr. holiday

Commissioner Hollister:

- Happy to be here and wished everyone a happy new year

Commissioner Wilson:

- Thanked those for coming to the meeting or watching online, and taking an interest in our city

Mayor Bauder:

- There will be a Martin Luther King Jr. Unity Celebration event at 6:30 on January 19th at the First Methodist Church

Executive Session – Security Measures that Protect a Public Body or Agency – Mayor Bauder moved the City Commission recess into executive session for a period of 30 minutes for the purpose of discussing security measures pursuant to the *discussion of matters relating to security measures that protect a public body or agency, public building or facility or the information system of a public body or agency* exception per K.S.A. 75-4319 (b)(12)(C). The City Commission, Assistant City Manager, City Attorney, Director of Information Technology and IT Network Specialist will be present. The open meeting will resume in the City Commission Chambers at 8:00 p.m. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

The City Commission returned to open session at 8:00 p.m.

Adjournment:

Commissioner Maxwell moved to adjourn the meeting. Commissioner Pittman seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 8:00 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8275
REZONING 220, 226 AND 232 SENECA STREET FROM
MULTI-FAMILY RESIDENTIAL DISTRICT TO CENTRAL
BUSINESS DISTRICT

JANUARY 27, 2026



Sarah Bodensteiner
Sarah Bodensteiner, CMC
City Clerk



Penny Holler
Penny Holler
Assistant City Manager

BACKGROUND:

At the January 13, 2026 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX
A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS
BY REZONING 220, 226 AND 232 SENECA STREET FROM MULTI-FAMILY
RESIDENTIAL DISTRICT (R-MF) TO CENTRAL BUSINESS DISTRICT (CBD).**

There have been no changes to the ordinance since first introduced. Ordinance No. 8275 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8275

(Summary Published in the Leavenworth Times on January 31, 2026)

ORDINANCE NO. 8275

AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 220, 226 AND 232 SENECA STREET FROM MULTI-FAMILY RESIDENTIAL DISTRICT (R-MF) TO CENTRAL BUSINESS DISTRICT (CBD).

WHEREAS, under the Development Regulations, Appendix A of the Code of Ordinances of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to amend, supplement or change existing zoning regulations within said City; and

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Code of Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 1st day of December 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 on the 5th day of November 2025 and notice of the public hearing was mailed to all property owners as required by K.S.A. 12-757(b); and

WHEREAS, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request Rezoning of 220, 226 and 232 Seneca Street, Leavenworth Kansas from Multi-Family Residential District (R-MF) to Central Business District (CBD); and

WHEREAS, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to rezone the property described herein.

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

Section 1: That the following described property, to-wit, is hereby rezoned from Multi-Family Residential District (R-MF) to Central Business District (CBD).

All of Lot 10, Block 25, Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas; and also so much of Lot 11 in said Block as is bounded and described as follows: Beginning at a point on the North Line of Seneca Street as laid out, opened and used in said City of Leavenworth, at the Southeast corner of said Lot 11; thence West along the North line of Seneca Street 10.52 feet to a point marked by an iron pin; thence in a Northeasterly direction 125 feet to a point on the North line of said Lot 11, which said point is 10.27 feet West of the Northeast corner of said Lot 11; thence East along the North line of said Lot 11, 10.27 feet to the Northeast corner of said Lot 11; thence South along the East line of said Lot 11 to the Point of beginning. AND So much of Lot 11, Block 25, as is bounded and described as follows: Beginning at a point on the North line of Seneca Street as laid out, opened

and used in the City of Leavenworth at the Southwest corner of said Lot 11, thence East along the said South line of said Lot 11, 13.56 feet to a point; thence in a Northeasterly direction 125 feet to a point on the North line of said Lot 11, 13.81 feet East of the Northwest corner of said Lot 11, thence west along the North line of said Lot 11, 13.81 feet to the Northwest corner of Lot 11, thence South along the West line of said Lot 11 to the Southwest corner of said Lot 11 being the point, the place of beginning, of Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas. AND All of Lot 12, Block 25, Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas. And **more commonly referred to as 220 Seneca Street, Leavenworth, Kansas;**

Lots 15 and 16, Block 25, Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas. And **more commonly referred to as 232 Seneca Street, Leavenworth, Kansas;**

Lots 13 and 14, Block 25, Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas. And **more commonly referred to as 226 Seneca Street, Leavenworth, Kansas**

Section 2: That the “Zoning District Map” adopted under the Development Regulations, Appendix A of the Code of Ordinances of the City of Leavenworth, Kansas shall be and the same is hereby amended to conform to the rezoning as set forth in Section 1 above.

Section 3: That this Ordinance shall take effect and be in force from and after its passage, approval and summary publication in the official City newspaper of the City of Leavenworth, Kansas, as provided by law.

PASSED and APPROVED by the Governing Body on the 27th day of January, 2026.

Nancy D. Bauder, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

MAYOR'S APPOINTMENTS

JANUARY 27, 2026

Mayor Bauder

"Move to

*Appoint to the **Board of Zoning Appeals** Christopher L'Heureux to an unexpired term ending May 1, 2028;*

*Appoint to the **Community Development Advisory Board** Kelly Butler to an unexpired term ending August 31, 2028;*

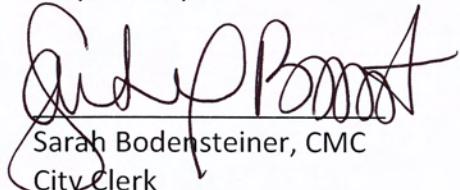
*Appoint to the **Parks & Community Activities Board** Ralph Taylor to a term ending January 15, 2029.*

Requires a second and vote by the Governing Body.

POLICY REPORT
CEREAL MALT BEVERAGE LICENSE FOR 2026

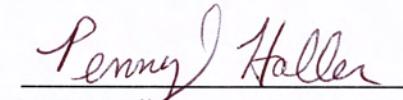
JANUARY 27, 2026

Prepared by:



Sarah Bodensteiner
Sarah Bodensteiner, CMC
City Clerk

Reviewed by:



Penny Holler
Penny Holler
Assistant City Manager

ISSUE:

Request approval to issue Cereal Malt Beverage license effective January 28, 2026

BACKGROUND:

The following Off-Premise establishment made application for renewal of their Cereal Malt Beverage license and paid the applicable fee. The Leavenworth Police Department performed the records check and has approved the application.

Establishment

OFF-PREMISE CONSUMPTION:

Star Gas

Address

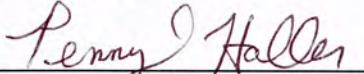
788 Spruce St

STAFF RECOMMENDATION:

Staff recommends approving the issuance of the 2026 Cereal Malt Beverage License as presented.

Policy Report
Commonwealth Development Corporation Affordable Housing Project
January 27, 2026

Prepared By:



Penny Holler
Assistant City Manager

ISSUE:

Consider approving the 2026 Letter of Support, B-2414 Resolution of Support with Fee Waiver and Resolution B-2415 Non-Binding IRB Resolution of Intent for the 2nd Avenue affordable housing project by Commonwealth Development Corporation.

BACKGROUND:

Commonwealth Development Corporation will again apply for tax credits through the Kansas Housing Resources Corporation (KHRC) to develop 2604 2nd Avenue into 43 affordable housing units. To support past applications, the City previously approved a Letter of Support, a Resolution of Support with Fee Waiver for \$40,000 and a Non-Binding IRB Resolution of Intent for \$8.7 million. The project did not score high enough, even with City support, to receive approval in the competitive process for state and federal Low Income Housing Tax Credits (LIHTC). For their 2026 LIHTC application, they are requesting the City approve \$80,001 for the fee waiver. They believe the additional \$40,001 will make their project more likely to receive funding with additional points in the program criteria. They have also requested an increase in Industrial Revenue Bonds (IRBs) to \$9.95 million to reflect increased costs for building materials since their initial plans in 2024. The IRBs allow project materials to be purchased exempt from sales tax. The City incurs no fees for that process and is under no financial obligation for those bonds.

Any request for City economic development incentives requires the consideration of whether or not the project could proceed without the requested incentives. Per the developer's financial calculations, the project will not be feasible without City and state/federal incentives. The project also must support City economic development goals. The creation of new affordable housing falls within the City's Economic Development Policy under, "Housing developments for seniors and the disabled are of the highest priority. It is the City's intention to encourage development of housing for residents of all ages, abilities and incomes." The project's mix of one, two and three bedroom apartments will be available based upon income criteria that benefits all housing categories, ranging from 30% to 60% of the Area Median Income (AMI).

RECOMMENDATION:

Staff recommends approval of the 2026 Letter of Support, B-2414 Resolution of Support with Fee Waiver and Resolution B-2415 Non-Binding IRB Resolution of Intent for the 2nd Avenue affordable housing project by Commonwealth Development Corporation. Fee waiver amounts that apply to hard costs the City will incur to extend sanitary sewer infrastructure will utilize economic development fund reserves.

ATTACHMENTS:

- 2026 Letter of Support (LIHTC Application)
- B-2414 Resolution of Support with Fee Waiver
- B-2415 Non-Binding IRB Resolution of Intent



January 27, 2026

Daniel DiFrancesco
Vice President of Development
Commonwealth Development Corporation
2501 Parmenter Street, Ste 300B
Middleton, WI 53562

Dear Mr. DiFrancesco,

The City of Leavenworth is thrilled that you are working toward building an affordable housing project in Leavenworth.

We fully support the Commonwealth Development Corporation tax credit application to the Kansas Housing Resources Corporation.

To further show our support, the City intends to waive permit fees in the amount of \$80,001.

This project is much needed and we look forward to working with Commonwealth Development.

Sincerely,

Nancy Bauder
Mayor

RESOLUTION B-2414

A RESOLUTION OF SUPPORT OF LOW INCOME HOUSING TAX CREDITS FOR COMMONWEALTH DEVELOPMENT CORPORATION HOUSING DEVELOPMENT AT 2604 2nd AVENUE LEAVENWORTH KANSAS

WHEREAS, the City of Leavenworth, Kansas has been informed by Commonwealth Development Corporation that Low Income Housing Tax Credits (LIHTC) from the Kansas Housing Resources Corp. are necessary to move forward with a multifamily housing development at 2604 2nd Avenue in Leavenworth, Kansas; and

WHEREAS, this housing project contains approximately 5 residential buildings — approximately 43 units — in total; and

WHEREAS, the individual units will have Energy Star rated or equivalent appliances, washers/dryers; and

WHEREAS, the property will have the following amenities: community building and play area; and

WHEREAS, the City of Leavenworth will provide fee waivers in the amount of \$80,001.

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

Section 1. The Mayor and City Commission, City of Leavenworth supports and approves the development of the aforesaid housing in our community, subject to City ordinances and the building permit process.

Section 2. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

ADOPTED THIS 27th day of January, 2026.

Nancy Bauder, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

RESOLUTION NO. B-2415

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUIRING, CONSTRUCTING AND EQUIPPING OF A MULTIFAMILY HOUSING FACILITY TO BE LOCATED IN THE CITY; AUTHORIZING EXECUTION OF RELATED DOCUMENTS; AND REPEALING RESOLUTION NO. B-2366.

WHEREAS, the City of Leavenworth, Kansas (the “Issuer”) desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Leavenworth, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the “Act”), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$9,950,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquiring, constructing and equipping of a Multifamily Housing facility (the “Project”) to be located at 2604 2nd Avenue and to be leased by the Issuer to Commonwealth Development Corporation, or its successors and assigns (the “Tenant”).

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquiring, constructing and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$9,950,000 (the “Bonds”) to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the “Purchaser”), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt

of the approving legal opinion of City's bond counsel in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 5. Reliance by Tenant; Limited Liability of Issuer. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 6. Further Action. The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 7. Effective Date; Repeater. This resolution shall become effective upon adoption by the Governing Body. Resolution No. B-2366 of the governing body of the Issuer is hereby repealed.

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ADOPTED by the governing body of the City of Leavenworth, Kansas on January 27, 2026.

[SEAL]

Nancy Bauder, Mayor

Attest:

Sarah Bodensteiner, CMC, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on January 27, 2026, as the same appears of record in my office.

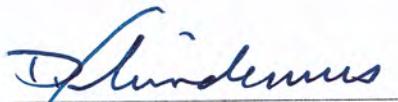
DATED: January 27, 2026

Clerk

(Signature Page to Resolution)

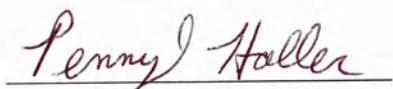
Policy Report No. 01-2026
Purchase of Four (4) Police Patrol SUVs
January 27, 2026

Prepared by:



Maj. Dan Nicodemus
Deputy Chief of Police

Reviewed by:



Penny Holler
Assistant City Manager

ISSUE:

The Police Department is requesting approval to purchase four (4) 2026 Dodge Durango Police Package SUVs. The vehicles will replace existing police patrol vehicles.

STAFF RECOMMENDATION:

Staff recommends purchase of four (4) 2026 Dodge Durango Pursuit AWD SUVs from Landmark Dodge in the amount of \$173,684.

BACKGROUND

Each year, the Police Department reviews the police vehicle fleet and asks for replacement of vehicles with high mileage and/or for vehicles that are too cost prohibitive to repair and maintain. It is essential for the police department to have reliable vehicles for responding to emergencies. This usually equates to the replacement of approximately five vehicles per year, which renews the 24-vehicle police patrol fleet every five years, on average. In preparation for the 2026 CIP police vehicle replacement plan, staff identified a need to replace four police patrol vehicles. As you may know, the city is transitioning back to purchasing vehicles rather than leasing them. Funds were allocated and approved in the amount of \$259,600 to replace the four vehicles. This amount covers the purchase of vehicles and equipment as well as removal and reinstallation of the equipment.

Staff reviewed the current state contract for police patrol SUVs from the Kansas Division of Purchases-Office of Procurement and Contracts. The state contract for the 2026 Dodge Durango AWD Police Pursuit SUV is currently held by Davis-Moore Chrysler Dodge Jeep Ram (CDJR) in the amount of \$43,338. Additional options needed for an equal comparison increase the amount to \$44,677. This vehicle meets the police department's specifications for police patrol vehicles. Staff was able to locate the same vehicles available from Landmark Dodge in the amount of \$43,421 each, or \$1,256 less than the state contract per vehicle.

BUDGET IMPACT

The City of Leavenworth allocated \$259,600 in the 2026 police vehicle replacement CIP budget to replace four police patrol vehicles. Remaining funds in the amount of \$85,916 will be set aside to purchase new equipment, the removal of old equipment, installation of new equipment, and vehicle graphics. Approval for those purchases, if necessary, will be brought back to the City Commission at a later date.

COMMISSION ACTION

Authorize the Police Department to purchase four (4) 2026 Dodge Durango AWD Police Pursuit SUVs from Landmark Dodge for \$173,684.

ATTACHMENTS

1. Quote from Landmark Dodge for 2026 Dodge Durango AWD Police Pursuit 4-Door SUV.
2. State contract for 2026 Dodge Durango AWD Police Pursuit 4-Door SUV with options.

LANDMARK DODGE CHRYSLER JEEP
1900 S NOLAND RD
INDEPENDENCE, MO 640551316

Configuration Preview

Date Printed:	2026-01-15 2:08 PM	VIN:	Quantity:	1
Estimated Ship Date:		VON:	Status:	BA - Pending order
			FAN 1:	00DDK Dealer / Police Inventory
			FAN 2:	
			Client Code:	
Sold to:		Ship to:	Bid Number:	TB6065
LANDMARK DODGE CHRYSLER JEEP (44378) 1900 S NOLAND RD INDEPENDENCE, MO 640551316		LANDMARK DODGE CHRYSLER JEEP (44378) 1900 S NOLAND RD INDEPENDENCE, MO 640551316	PO Number:	
Vehicle:	2026 DURANGO PURSUIT VEHICLE AWD (WDEE75)			
	Sales Code	Description	MSRP(USD)	
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	44,879	
Package:	22Z	Customer Preferred Package 22Z	0	
	EZH	5.7L V8 HEMI MDS VVT Engine	3,240	
Paint/Seat/Trim:	DFD	8-Spd Auto 8HP70 Trans (Buy)	0	
	PXJ	DB Black Clear Coat	0	
	APA	Monotone Paint	0	
	*C5	Cloth Bucket Seats w/ Shift Insert	0	
Options:	-X9	Black	0	
	4DH	Prepaid Holdback	0	
	4ES	Delivery Allowance Credit	0	
	MAF	Fleet Purchase Incentive	0	
	LNF	Black Left LED Spot Lamp	0	
	ADL	Skid Plate Group	695	
	5N6	Easy Order	370	
	4FM	Fleet Option Editor	0	
	4FT	Fleet Sales Order	0	
	163	Zone 63-Dallas	0	
Non Equipment:	4EA	Sold Vehicle	0	
Bid Number:	4FA	Special Bid-Ineligible For Incentive	0	
Discounts:	TB6065	Government Incentives	0	
Destination Fees:	YG1	7.6 Additional Gallons of Gas	0	
			1,995	

Total Price: 51,179

Order Type:	Fleet	PSP Month/Week:	
Scheduling Priority:	1-Sold Order	Build Priority:	99
Salesperson:			
Customer Name:			
Customer Address:	USA		
Instructions:			

Your cost is \$43,147.00
MOPAR rubber mats \$\$274.00
Total \$43,421.00 Thanks

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Davis-Moore Automotive Pricing

2026 Dodge Durango Pursuit AWD	Code	Price
Durango V-6 WDEE75 2BZ	ERC	\$ 40,492.00
Durango V-8 WDEE75 2ZZ	EZH	\$ 43,338.00
Options		
18x8.0 Painted Aluminum Wheels	WP1	\$ 387.00
Black Left LED Spotlight	LNF	\$ 676.00
Black Right LED Spotlight-M/H LNF	LNA	\$ 676.00
Deactivate Rear Doors/Windows	CW6	\$ 86.00
Delete Liftgate Badge	MT8	\$ -
Entire Fleet Alike Key (Freq 1)	GXF	\$ 540.00
Entire Fleet Alike Key (Freq 2)	GXA	\$ 540.00
Entire Fleet Alike Key (Freq 3)	GXE	\$ 540.00
Entire Fleet Alike Key (Freq 4)	GXG	\$ 540.00
Floor Carpet	CKD	\$ 145.00
Full Length Console -N/A W/ CUG	CUF	\$ 333.00
Police Floor Console	CUG	\$ 1,076.00
Power Lift Gate	JRC	\$ 432.00
Security Alarm	LSA	\$ 171.00
Skid Plate Group	ADL	\$ 333.00
Technology Group -M/H XAN	ADG	\$ 2,619.00
Trailer Tow Group IV	AHX (Standard)	\$ -
Uconnect 5 NAV W 10.1 Display (USA)	UBN	\$ -
Color and Trim		
Cloth Bucket Seats W/ Shift Insert- Includes Clo	C5X9	\$ -
Cloth Bucket Seats W/Rear Vinyl	A7X9	\$ 145.00
Monotone Paint APA		
Primary Color		
DB Black Clear Coat	PXJ	\$ -
Destroyer Gray Clear Coat	PDN	\$ 395.00
Octane Red Pearl Coat	PRV	\$ 395.00
White Knuckle Clear Coat- Bright White Clear C	PW7	\$ -
Triple Nickel	PSE	\$ 395.00
Frostbite	PCA	\$ 395.00
Vapor Gray	PAS	\$ 395.00
Michigan State Police	P79	\$ 600.00
Night Moves	PCQ	\$ 395.00
		Late availability
		Late availability
		Late availability

Davis-Moore Dealer Options		
Dealer installed Remote Start		\$ 810.00
Dealer Installed Rubber Mats		\$ 185.00
Location of Shipping that Mileage is Calculated	Wichita Ks	
Will there be delivery Charge	Yes	
Delivery Charge per Mile		\$ 1.00
Number of Miles from Shipping point to Ship Lo	157	
Delivery Charge per Vehicle		\$ 157.00
Show basis for pricing of options not listed in re	0%	
Are there any warranty options	No	

CONTRACT AWARD

Date of Award: November 23, 2021

Contract ID: **51156**

Event ID: EVT0008284

Replaces Contract: 49591

Procurement Officer: Dean Heineken

Telephone: 1-785-296-2770

E-Mail Address: Dean.Heineken@KS.Gov

Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: **Dodge Durango**

Agency/Business Unit: **Department of Administration - Statewide**

Period of Contract: **November 23, 2021, through January 31, 2028**

Contractor: **Davis Moore Inc**
PO Box 780047
Wichita, KS 67278-0047

Vendor ID: **0000048389**

Contact Person: Jack Pulley
E-Mail: JPulley@Davis-Moore.com
Local Telephone: 1-316-618-2159
Cell Phone Number: 1-316-734-3616
Fax: 1-316-618-2128

Amendments: **Amendment 1** - Contract renewed through January 31st, 2028. Pricing, and specifications will be listed separately as attachments for each model year.

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use a P-Card for purchases from this contract.

Administrative Fee: Administrative Fees have been incorporated into the unit prices of this contract.

1. Terms and Conditions

1.1. **Contract Documents**

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. **Captions**

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. **Definitions**

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

1.4. **Contract Formation**

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. **Notices**

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 51156

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. **Statutes**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. **Governing Law**

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. **Jurisdiction**

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

1.9. **Mandatory Provisions**

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1.15. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

1.16. Breach

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

1.17. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

1.18. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

1.19. Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

1.20. Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.21. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.22. Subcontractors

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.23. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

1.27. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

1.28. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.29. Confidentiality

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

1.30. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.31. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.32. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.33. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.34. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

1.35. Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

1.36. Price Adjustments

Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

On the yearly anniversary date of this contract, costs may remain at the existing contract price or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. The State of Kansas reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

1.37. Contract Price

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.38. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.39. Invoices

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number;
- itemization of all applicable charges; and
- net amount due.

1.40. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.41. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.42. Quarterly Reports

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

1.43. Administrative Fee

Contractor(s) must pay a 1% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Procurement and Contracts" and must be paid within 30 days following the end of each quarter. Fees paid under this mandate shall correlate with figures submitted on the quarterly reports.

1.44. Shipping and F.O.B. Point

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.45. Deliveries

All orders shall be shipped within 30 days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

1.46. Charge Back Clause

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

1.47. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.48. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.49. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.50. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.51. New Materials, Supplies or Equipment

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

1.52. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.53. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.54. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.55. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.56. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.57. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.58. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.59. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.60. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

2. Specifications

This bid is intended to establish a contract to provide Current Model Year Dodge Durango Law Enforcement Vehicle to the Kansas Highway Patrol (KHP) and all other State of Kansas Agencies and political subdivisions.

1. Open-Ended Contract:

This Request is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.

2. Contract Period:

Date of Award through January 31, 2023, or until vehicles are no longer available from the manufacturer. Contract may be renewed for five (5) additional model years under the same terms and conditions by mutual consent of both parties.

3. Orders:

Orders will be placed periodically throughout the contract period by State Agencies. Agency orders will show options required, colors, title information delivery hours and the name of a contact person and telephone number.

4. Delivery:

Vehicles delivered shall have mileage readings not to exceed 50 miles plus the mileage distance from the contractor's shipping point to the delivery location and in no case shall the odometer reading exceed 500 miles. The contractor shall notify the agency 48 hours prior to delivering the vehicle and shall comply with the Agency's delivery hours.

Bidders must guarantee delivery of vehicles ordered prior to March 1, of the model year. After March 1, Agencies shall contact vendor prior to placing orders to insure availability. If the Contractor receives an order and cannot guarantee delivery, the Contractor will immediately notify the ordering Agency in writing with a copy to the Procurement Officer.

Delivery costs shall be shown as a separate price as provided for on the Price Schedule. A price per mile per vehicle shall be provided to determine delivery costs to any Kansas location.

Bidders are to show in the space provided the distance from the shipping point (defined as the location of pre-delivery inspection) to the various proposed delivery points using the mileage chart provided. All shipping points in the Kansas City, Missouri Metro Area shall use Kansas City as the basis for figuring mileage. The attached mileage chart will be used to determine delivery charges if delivery is made to a city not shown on the cost proposal based upon the contractor's unit price per mile.

Contractors will not charge mileage for delivery to destinations within the city where the shipping point is located. Delivery of vehicles to destinations located outside the boundaries of the specified City which result in the total delivery distance which exceeds the distance to any destination within the city boundaries will be allowed to access the appropriate per mile charge for the difference in the two distances.

5. Extended Warranty Options:

Bidders shall include in the Bid Response the extended warranty options available for the vehicle offered and the cost associated with each option.

6. Factory options not specifically listed:

Options not specifically listed in this contract shall be provided at manufacturer's Invoice pricing or less.

7. Manufacturer Code Numbers:

Attached are the specifications for both the base vehicle and the optional equipment. The manufacturer code numbers shown are given for informational purposes only.

8. Owner of the Vehicle:

Contractor shall report to the manufacturer that the State Agency and Address shown on the purchase order is the proper address to use when mailing service recalls, warranty information or any other related correspondence.

DO NOT SHOW THE DIVISION OF PURCHASES AS THE OWNER OF THE VEHICLE.

9. Licensed to Sell Vehicles:

In order to deliver vehicles within the State, bidders must be properly licensed to sell vehicles in the State of Kansas per KSA 8-2404.

10. Minimum Order Quantity:

The Contractor agrees to furnish vehicles to any State of Kansas Agency located throughout the State without a minimum order quantity.

11. Law Enforcement Work:

It is the intent of this specification to describe a vehicle to be used in high-speed highway traffic and law enforcement work. The vehicles will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads and road surfaces in varying temperatures, which will range from approximately minus -20 F to plus 110 F.

12. Highest Quality Components and Design Practices:

The manufacturer will use the highest quality components and design practices available to the automobile industry for the type of operating conditions to which the vehicle will be subjected. Engine, transmission, drive line, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, and safety and not merely meet the minimum requirements of this specification.

13. The vehicle shall be new (unused), current model year production:

The vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's corresponding model year published literature. Optional equipment as necessary to meet the following requirements of this specification shall also be installed and covered by the vendor's warranty.

14. Heavy Duty:

The term "heavy duty" as applied to these specifications shall be interpreted to mean quantity, quality and/or capacity greater than that supplied with standard production vehicles by being able to withstand extreme and/or unusual strain, exposure, temperature, wear and/or use.

15. OEM Parts and Supplies:

Upon request contractor will provide a list, including company name, address and phone number of all factories authorized dealers and/or service centers geographically located throughout the state that are available to service and repair the vehicles being submitted for consideration. The contractor guarantees that OEM parts and supplies will be available in an adequate stock of all regular and special parts throughout the state of Kansas to meet the continuing need for service and parts on a daily basis.

16. Delivery of vehicles:

Delivery of vehicles is to begin no more than ninety (90) days following the date of contract award or a date agreed on by the purchaser. All vehicles are to be delivered fully serviced and washed. The service shall be equivalent to that service given by the dealer to the retail segment of their trade as prescribed by the manufacturer.

17. The following items are expected to be completed by the factory or servicing dealer prior to delivery:

- A. A copy of the factory pre-delivery check sheet for each vehicle with a notation made on each phase of the service as to who performed the service and on what date.
- B. Inspection shall include adjusting, greasing and verifying that all motor and drive train lubricants and other fluids are at the manufacturer's specified levels.
- C. The engine shall be tuned to manufacturer's specifications, including ignition timing.
- D. Verification of front-end alignment, wheel balance, all suspension components and tightness of bolts.
- E. Fuel gauge to show 1/4 full by using a minimum of 87-octane gasoline upon arrival at delivery.
- F. After the vehicle has been fully serviced, the vendor may deliver it by rail freight, auto transport or by driving from his place of business. The driving portion of the initial delivery shall not exceed 150 miles.
- G. All vehicles delivered to the purchaser will be free of any physical or cosmetic defects as determined by the Agency. Vehicles not meeting this requirement will be rejected.
- H. All vehicles shall be washed, cleaned, and vacuumed immediately prior to delivery. Vehicles not meeting this requirement will be rejected.

- I. Any vehicle rejected after inspection by the purchaser must be corrected to the manufacturer's specification requirements at a local garage, service center, or cleaning center. Any expenditure of time, monies, fuel, parts or supplies required to correct defects in order for the vehicle to be accepted shall be the vendor's responsibility and in no way charged to the State of Kansas.
- J. The original manufacturer's statement of origin, a service authorization card and a properly executed service and warranty policy will accompany each vehicle delivered. The original window sticker indicating the vehicles identification number and a description of the standard equipment and optional equipment installed shall remain attached to the glass.
- K. Invoices shall describe vehicle, including vehicle identification number, color, key number, and State of Kansas purchase order number.
- L. No decals or markings of any type pertaining to advertisement shall be placed on vehicles delivered, except trademarks or model designation normally installed by the manufacturer on the vehicle.
- M. Delivery of vehicles to the Kansas Highway Patrol (KHP) will be made to Fleet Operations, 930 NE Strait Ave., Topeka, Kansas 66616, (785) 296-8535, between the hours of 8:00 AM and 3:00 PM Monday through Friday, excluding official State of Kansas holidays.
- N. Two complete sets of service manuals (1 book & 1 CD Rom) shall be delivered to KHP Fleet Operations with the initial delivery of vehicles.
- O. All vehicle equipment (jack, lug wrench, etc.) shall be installed in each vehicle.

18. Delivery of Vehicles to Kansas Highway Patrol:

The exact number of vehicles to be delivered to the KHP each month will be determined by the Fleet Administrator and will be based upon the production schedule of the KHP Fleet Operations. The successful vendor will be required to contact the Fleet Administrator, at (785) 296-8535, by the 20th of each month, for the number of vehicles to be delivered the following month. If the 20th should fall on a weekend day, the successful vendor will be required to contact the Fleet Administrator the Friday before the 20th.

19. Ownership:

The contractor will retain ownership, responsibility and liability of all undelivered and/or unaccepted vehicles.

20. Incentives:

All available manufacturer or dealer incentives will be passed on to the purchaser.

21. Warranty:

The vehicle must have, at minimum, a three (3) year, 36,000-mile, bumper to bumper warranty and any additional warranties that are required, but not limited to, EPA and any other regulatory requirements that are required to accompany standard production vehicles and vehicles of like design as requested in this bid document. The power train warranty shall be fully transferable for a period of five (5) years, or 100,000 miles.

22. Kansas Highway Patrol Post-Award Conference:

The successful vendor is required to personally meet with the KHP Fleet Administrator and staff, at the Kansas Highway Patrol Fleet Operations, 930 NE Strait Ave., Topeka, Kansas, within five (5) calendar days of contract award. This conference will be to clarify expectations of the build and delivery process as well as other topics that may need to be addressed.

3. Costing Sheet

See pricing sheets attached

4. Contractual Provisions Attachment

DA-146a Rev. 07/19

4.1. **Important**

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 23rd day of November 2021.

4.2. **Terms Herein Controlling Provisions**

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.3. **Kansas Law and Venue**

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.4. **Termination Due to Lack of Funding Appropriation**

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year; plus, contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4.5. **Disclaimer of Liability**

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

4.6. **Anti-Discrimination Clause**

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

4.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

4.9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

4.10. Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

4.11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

4.12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

4.13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

4.14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612

DeAngela Burns-Wallace, Secretary

Phone: 785-296-2376
Fax: 785-296-7240
<https://admin.ks.gov/offices/procurement-contracts>

Laura Kelly, Governor

AMENDMENT

Amendment Date: June 24, 2022

Amendment Number: 1

Contract ID: 51156

Event ID: EVT0008285
Replace Contract: 49591

Procurement Officer: Dean Heineken
Telephone: 1-785-296-2770
E-Mail Address: Dean.Heineken@KS.Gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Dodge Durango

Agency/Business Unit: Department of Administration - Statewide

Period of Contract: November 23, 2021, through January 31, 2028

Contractor: Davis Moore Inc
PO Box 780047
Wichita, KS 67278-0047

Vendor ID: 0000048389

Contact Person: Jack Pulley
E-Mail: JPulley@Davis-Moore.com
Local Telephone: 1-316-618-2159
Cell Phone Number: 1-316-734-3616
Fax: 1-316-618-2128

Conditions:

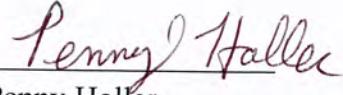
By mutual agreement of all parties, this contract has been renewed through: January 31st, 2028

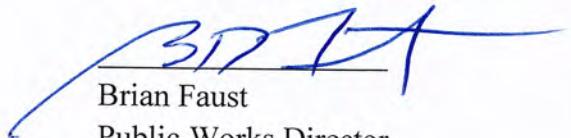
This contract will be amended with the following conditions/information:
New model year pricing and coding/option will be provided by the contractor and posted separately to the contract.

POLICY REPORT NO. 26-02
Water Pollution Control Division
Purchase of Ultraviolet lamps from Ray Lindsey Company

January 27, 2026

Prepared by: 
Tim Guardado
WPC Superintendent

Reviewed by: 
Penny Holler
Assistant City Manager


Brian Faust
Public Works Director

Issue:

Consider the purchase of 500 Low-Pressure, High-Volume Ultraviolet (UV) Lamps and Associated parts from the Ray Lindsey Company to replace all lamps in Channel #1 of our Trojan 3000plus UV system.

Background:

The Ultraviolet disinfection system was placed in service in 2012. New lamps are warrantied for 12,000 hours or 36 months from the date of purchase. The current lamps installed in 2023 and have 10,985 hours on them. These are the third-party lamps from Epec Water and they are burning out faster than the original Trojan lamps. Although we have been receiving warranty replacements for the lamps, the system downtime and employee time to keep replacing them as they burn out is costly. Some Epec lamps have been replaced with older Trojan lamps that are out of warranty as well.

In an effort to save on the cost of replacing lamps, the City has maintained a steady flow to UV system by installing Variable speed drives for several pumps in our upstream pumps. This has resulted in less on and off cycles of the lamps meaning fewer hour and fewer chances of lamps and ballast burning out. Staff has also worked with Ray Lindsey Company to reprogram the lighting controller. This adjusts the number and intensity of the lamps that are on at any one time. Further reducing hours on the lamps and extending their operational life. These efforts have bought another couple of years on each channel.

Staff previously looked into a 3rd party with the same style of lamps and the city purchased lights in 2022 from a third party vendor - Epec Water. These lamps had a reduced cost but we have had problems with them burning out prematurely. Along with that, we ran the lamps for two months and at the end of the second month the lamps appeared less effective than the lamps purchased from Trojan Technologies. E-coli numbers were close to and exceeding permit limits set forth by the State of Kansas. WPC staff reverted to another channel with older Trojan Technologies lamps to keep the plant under permit levels.

At this time staff would like to stay with Trojan Technologies. We know these lamps continue to work and staff doesn't have to continuously change them out of the normal cleaning cycle.

Budget Impact:

The total cost for these items is \$202,269.45. There is funding in the Sewer Fund to cover this expense.

48 Wiper Seal Kits \$383.80 per kit

500 lamps 25-pack @ \$8,641.80 per pack

48-10 pack sleeve sealing O-ring \$3.45 per pack

Included is Surcharge and freight

WPC city staff will remove and replace lamps.

Staff Recommendation:

The Staff recommends the City Commissioners approve the purchase of 500 UV lamps with the associated parts and supplies from Ray Lindsey Company for a cost not to exceed \$202,269.45.

Attachments:

- Quote from Ray Lindsey Company



QUOTATION
QM0003602

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechologies.com

Sold to
CITY OF LEAVENWORTH - WPC
1800 S. 2ND STREET
Leavenworth KS 66048-4464
UNITED STATES

Ship to
CITY OF LEAVENWORTH - WPC
1800 S. 2ND STREET
Leavenworth KS 66048-4464
UNITED STATES

Customer Service Contact : tuvcustomerservice@trojantechologies.com

Payment Terms : 0% / 00 / 30 net
Delivery Terms :
Carrier/LSP :

Internal Sales Rep : Erin Johnson
Customer No. : 100004237
Reference :
Quote Date : 09-26-2025
Quote Expiry Date : 02-27-2026

TIM GUARDADO 913-682-1020
TGUARDADO@FIRSTCITY.ORG

Line	Project Item Description	Quantity	Price Discount %	Unit Net Price	Tax Rate	Amount
				Net Amount		
10	794447-0RDP LAMP P, GA64T6HE ANGLE BA 25PK RAM APPROVED DISCOUNT PRICING	20.00	8,641.80/ EA	8,641.80 172,836.00	0.00% 0.00	172,836.00
20	316144P O-RING, SLEEVE SEAL UV3+ 10PK	50.00	3.45/ EA	3.45 172.50	0.00% 0.00	172.50
30	327122-010 SEAL KIT, UV3+07 CAN 010 BULK	48.00	383.80/ EA	383.80 18,422.40	0.00% 0.00	18,422.40
40	SURCHARGE SURCHARGE	1.00	9,571.55/ EA	9,571.55 9,571.55	0.00% 0.00	9,571.55
50	FREIGHT FREIGHT & HANDLING FREIGHT ID 9759	1.00	1,267.00/ EA	1,267.00 1,267.00	0.00% 0.00	1,267.00
			Goods Costs	191,430.90 10,838.55	Discount Subtotal	0.00 Tax Amount 202,269.45 0.00
					Total	USD 202,269.45

We are applying a TEMPORARY SURCHARGE due to the increasing costs caused by the uncertainty in the global economy



QUOTATION
QM0003602

BRANDS INCLUDE: ARIA FILTRA™, AQUAFINE®, TROJANUV®, VIQUA®
TROJAN TECHNOLOGIES CORP
4310 44th St SE
Kentwood, MI 49512
USA
T: 1-866-388-0488
www.trojantechnologies.com

Terms and Conditions

All purchases of Trojan products and/or services are expressly and without limitation subject to Trojan's Terms and Conditions of Sale ("Trojan" or "SELLER"), incorporated herein by reference and published on Trojan's website <https://www.trojantechnologies.com/sales-terms-conditions/>

Trojan TCS are incorporated by reference into each of Trojan's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Trojan's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Trojan TCS, subject to Trojan's final credit approval: (i) Buyer's issuance of a purchase order document against Trojan's offer or quotation; (ii) Trojan's acknowledgement of Buyer's order; or (iii) commencement of any performance by Trojan in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of the Trojan's TCS shall be null and void and not considered part of the Contract.

www.trojantechnologies.com/sales-terms-conditions



POLICY REPORT NO. 26-04

CONSIDER AWARD OF
BRINE MAKER AND STORAGE TANKS
PUBLIC WORKS DEPARTMENT - STREET DIVISION

January 27, 2026

Prepared by:

Becky Beaver

Becky Beaver,
Assistant Superintendent Operations

Reviewed by:

Brian Faust

Brian Faust, Director of Public Works

Penny Holler

Penny Holler, Assistant City Manager

Issue:

Consider the approval of the cooperative purchasing bid through Sourcewell from C & H Outdoor LLC for the purchase of a Camion BrineMaster Brine Make Kit-BM3000 and two (2) 5200-gallon poly brine storage tanks in the amount of \$55,329.57.

Background:

The 2026 CIP included \$75,000 for the purchase of deicing equipment. Department staff made the decision to utilize Sourcewell national pricing under the statutory authority of KSA 12-2901 for the cooperative purchase. This program allows the City to purchase equipment that meets our needs while guaranteeing that standard governmental purchasing practices are followed.

The bid includes delivery, training and installation. The brine maker comes with a 1-year warranty, and the tanks have a 10-year warranty.

Budget Impact:

The 2026 CIP included funding in the amount of \$75,000 for a new brine maker. This unit and tanks are approximately \$19.6k under budget. There will be some additional costs incurred by the city for electric and plumbing work needed at the site. These costs should be under \$19.6k.

Staff Recommendation:

Staff recommends that the City Commission approve the purchase of a Camion BrineMaster Brine Maker Kit-BM3000 and two (2) 5200-gallon poly storage tanks for \$55,329.57 from C & H Outdoor LLC, 6024 N. Broadway, Park City, KS 67219.

Attachments:

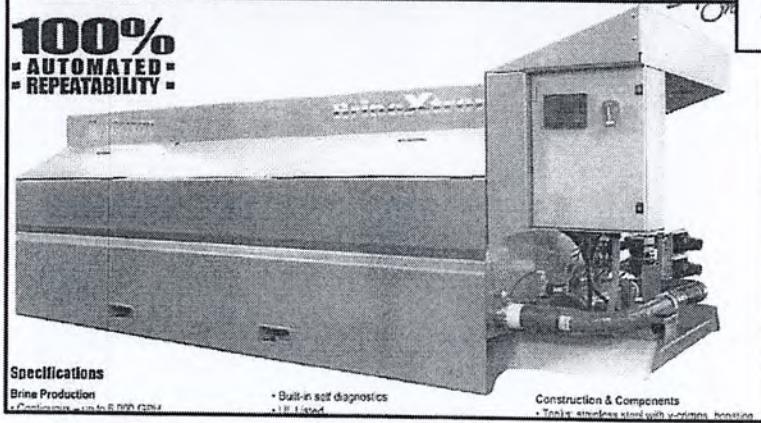
- CIP Sheet
- Quote

**Capital Improvements Program
2026 - 2030
Public Works - Street Equipment Replacement Schedule**

Purpose / Description:

This allocation provides funding for the scheduled replacement of several pieces of streets equipment through 2030 in accordance with our Vehicle and Equipment Replacement Policy (VERP). The Public Works department plans for a 10-14 year lifespan for most Streets equipment in an attempt to provide consistency and predictability for the budget.

Comments	Source	Year	Requested	Scheduled
Replace - Dump bed on 2010 Freightliner (asset #3326), 2005 Bonnell spreader, and 2008 Henke plow	Sales Tax	2026	\$ 50,000	\$ 50,000
Purchase new - Henderson Brine Xtreme Brine Maker (this is not a replacement item)	"	2026	75,000	75,000
Purchase new - Polaris Ranger side-by-side UTV	"	2026	20,000	20,000
Replace - dump bed and spreader on 2014 International dump truck (asset #3328)	"	2026	50,000	50,000
Replace - 2011 International dump truck, 2015 Warren Spreader, and 2011 Henke plow	"	2027	200,000	200,000
Replace - 2015 Freightliner dump truck (asset #3331) with spreader and plow	"	2028	225,000	225,000
Replace - 2015 Ford F-550 Dump Truck (asset #3321)	"	2028	100,000	100,000
Replace 2017 Atlas CC1300 roller (asset #164)	"	2029	40,000	40,000
Replace 2017 Dodge Ram 1 ton single axle dump truck (asset #3323)	"	2029	100,000	100,000
Replace - 2017 Doosan Rubber Tire Loader (asset #102)	"	2029	275,000	275,000
Replace - 2008 Ford F-350 Flat Bed with crane (asset #3356)	"	2030	95,000	95,000
Replace - 2014 Global Johnson Street Sweeper	"	2030	285,000	285,000
			\$ 1,515,000	\$ 1,515,000





WWW.SNO-BIZ.COM

C & H Outdoor LLC
6024 N Broadway Park City KS 67219
PO Box 4605 Wichita KS 67204
316-202-2020

Quote

Date	Quote #
1/2/2026	6485

Ship To

Name / Address
City Of Leavenworth KS Becky Beaver 790 Thorton St Leavenworth, KS 66048



Qty	Item	Description	U/M	Rep	Total
				DC	
1	*BM3000KIT	CAMION BrineMaster Brine Maker Kit-BM3000 181" Long x 65" Wide x 82" Tall-1000lbs Empty Weight Large Hose Kit- 100'- 2" Kanaflex Hose w/female Camlocks 1-Handheld Digital Refractometer (Double Check Salinity in Storage Tanks/Trucks). CAMION -SourceWell Discount (#031423-EDP 5%)	ea	35,999.00	35,999.00
	CAMION Sourc...			-5.00%	-1,799.95
2	*THV05200GYC	CAMION 5200GL POLY BRINE STORAGE TANK-10YR WARRANTY 100" DIAMETER X 164" TALL-1212LBS EMPTY (8.3" W x 13.7" TALL) SIGHT TUBE INCLUDED 1.9GV GREY IN COLOR VALVE/PLUG INCLUDED CAMION -SourceWell Discount (#031423-EDP 5%)		8,489.75	16,979.50
	CAMION Sourc...			-5.00%	-848.98
	Freight / Delivery	Freight / Delivery/Training/Install Total sales tax calculated by AvaTax		5,000.00 0.00	5,000.00 0.00

Price quoted is payment by Cash or ACH, additional fees may apply for Credit Card Payments.



Sales Tax (0.0%) \$0.00
Total \$55,329.57



NEW DEAL DEICING
Specialist in Solids

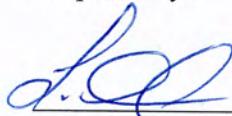
Salt products may be impacted by environmental conditions or other factors and sold as is, C & H Outdoor is not liable for products once it leaves the premises.

POLICY REPORT NO. 26-06

WATER POLLUTION CONTROL REBID - 2026 FERROUS CHLORIDE PURCHASE

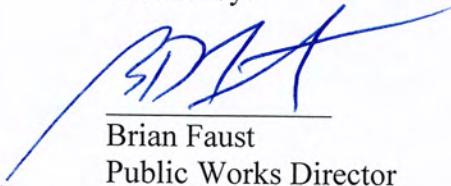
January 27, 2026

Prepared by:

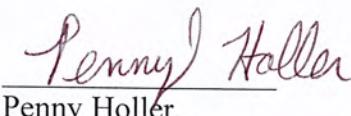


Tim Guardado,
WPC Superintendent

Review by:



Brian Faust
Public Works Director



Penny Holler,
Assistant City Manager

ISSUE:

The city rejected the bid for Ferrous Chloride on December 9, 2025 as the one bid received was double the budgeted amount. After rebidding, the issue this evening is to consider approval of the bid for Ferrous Chloride used in the operation and maintenance of the Wastewater Treatment Plant.

BACKGROUND:

Ferrous chloride is added to the influent to help control odors from plant processes. The one bid received in December from Technology International was for \$3.30/lb of Fe. The city received 3 proposals when this item was rebid. The low bid received was from Pennco, Inc.

Company	Location	Price/lb	Total Estimated Cost
Pennco, Inc.	Texas	\$1.61/lb	\$ 53,140
PVS Technologies	Michigan	\$1.65/lb	\$ 54,450
USP Technologies	Virginia	\$2.93/lb	\$ 96,690

BUDGET IMPACT:

The price bid for Ferrous Chloride for 2026 is less than last year (last year the cost was \$1.665/lb.). Funds are budgeted to cover this amount.

STAFF RECOMMENDATION:

Staff recommends approval by the City Commission of the low bid for Ferrous Chloride from Pennco, Inc. at a cost of \$1.61/lb with an estimated total cost of \$ 53,140.

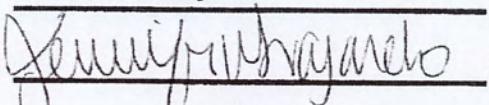
Bid Sheet

FERROUS CHLORIDE

Project No. 2025-0032

Includes all insurance and bond costs, equipment, materials, appurtenances, and labor that may be necessary to complete the project as identified in the "Project Scope" as well as according to the plans and specifications and the rules, ordinances, and regulations of the City and statutes of Kansas governing contracts with cities.

#	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Ferrous Chloride	33,000	lbs	\$ 1.61/lb iron	\$ 53,130.00
	Delivery in bulk, billed based on price per pound of iron, solutions not less than 20% total FeCl ₂	Minimum order if applicable:			full truckloads
All costs should include delivery to the Waste Water Treatment Plant: 1800 S. 2nd Street					
4	Drum Deposits If Applicable	\$ n/a			

Bidder:	Pencco, Inc.			
FEIN:	74-2333384			
Address:	P. O. Box 600, San Felipe, Texas 77473			
By:	Jennifer Guajardo	Title:	Bid Supervisor	
Signature:			Date:	31 December 2025
Telephone No.:	979-885-0005			
E-mail Address:	jguajardo@pencco.com			

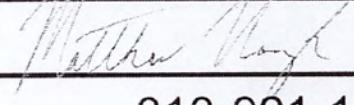
Bid Sheet

FERROUS CHLORIDE

Project No. 2025-0032

Includes all insurance and bond costs, equipment, materials, appurtenances, and labor that may be necessary to complete the project as identified in the "Project Scope" as well as according to the plans and specifications and the rules, ordinances, and regulations of the City and statutes of Kansas governing contracts with cities.

#	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Ferrous Chloride	33,000	lbs	\$ 1.65	\$ 54,450.00
	Delivery in bulk, billed based on price per pound of iron, solutions not less than 20% total FeCl ₂	Minimum order if applicable:			
All costs should include delivery to the Waste Water Treatment Plant: 1800 S. 2nd Street					
4	Drum Deposits If Applicable	\$ NO BID			

Bidder:	PVS Technologies, Inc.		
FEIN:	38-1949201		
Address:	10900 Harper Avenue		
By:	Matthew Nowaczok	Title:	Assistant Secretary
Signature:		Date:	January 2, 2026
Telephone No.:	313-921-1200		
E-mail Address:	bids@pvschemicals.com		

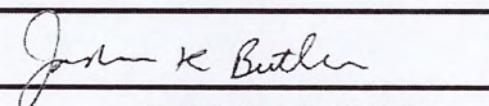
Bid Sheet

FERROUS CHLORIDE

Project No. 2025-0032

Includes all insurance and bond costs, equipment, materials, appurtenances, and labor that may be necessary to complete the project as identified in the "Project Scope" as well as according to the plans and specifications and the rules, ordinances, and regulations of the City and statutes of Kansas governing contracts with cities.

#	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Ferrous Chloride	33,000	lbs	\$ 2.93	\$ 96,690.00
	Delivery in bulk, billed based on price per pound of iron, solutions not less than 20% total FeCl ₂	Minimum order if applicable:			N/A
All costs should include delivery to the Waste Water Treatment Plant: 1800 S. 2nd Street					
4	Drum Deposits If Applicable	\$ N/A			

Bidder:	US Peroxide LLC. DBA USP Technologies		
FEIN:	87-0715830		
Address:	5640 Cox Road Glen Allen, VA 23060		
By:	Jordan Butler	Title:	VP & GM USP Technologies
Signature:		Date:	1/5/2026
Telephone No.:	970-214-5276		
E-mail Address:	jbutler@usptechologies.com		

USP appreciates the opportunity to conduct business with you. To help enable us to provide City of Leavenworth with the best and most cost-effective products and services we can offer, we respectfully request the opportunity to negotiate reasonable terms and conditions prior to finalizing the contract. This bid response, although not binding, is intended to serve as the basis for negotiating a final written agreement that will contain material terms not mentioned in this bid response.

POLICY REPORT PWD NO. 26-03

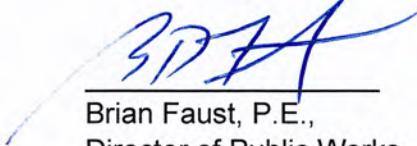
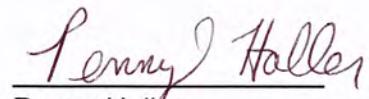
14TH AND OSAGE STORMWATER IMPROVEMENTS

Project 2023-014
January 27, 2026

Prepared by:


Justin Stewart,
Project Manager

Reviewed by:


Brian Faust, P.E.,
Director of Public Works
Penny Holler,
Assistant City Manager

ISSUE:

Consider bids received and possible award of the 14th and Osage Stormwater and Sanitary Improvements.

BACKGROUND:

The Public Works Department was informed of a crossroad culvert collapsed on May 16, 2022. After visiting the site, it was determined that the existing corrugated metal pipe (CMP) was undersized and completely rusted through causing a sinkhole in the road pavement. The CMP in the alley directly north of Osage Street, has rusted to the point where it collapsed and required a temporary repair. A large steel road plate was placed in the roadway and has remained there since then. The inlet box located on the south side of Osage Street was found to have two pool drain connections through the sidewall. Changes to water regulations concerning pool discharge require these hydro conduits to be re-routed to the sanitary sewer system to capture, convey and treat the discharge at our Wastewater Treatment Plant.

In August 2025, the Engineering Department of Public Works engaged Affinis Corp. Engineering for the design of the project.

The project plans were prepared, and the project was advertised for bid in the Leavenworth Times and at Euna Procurement. Bids were opened on January 21, 2026. Bid results are shown below and in the attached bid tabulation.

Company	City	Total Bid
Linaweaver Construction	Lansing, KS	\$150,705.00
Westland Construction, Inc.	Basehor, KS	\$167,742.00
LEXECO, Inc.	Leavenworth, KS	\$196,930.05
<u>Base Bid Engineer's Estimate</u>		\$158,425.19

Work is expected to begin this spring with a late starting date of April 6, 2026, and be completed in 45 calendar days.

POLICY:

The City Commission generally awards a contract to the lowest bidder if the bid is less than the Engineer's estimate and whose evaluation by the City indicates that the award will be in the best interest of the City. Linaweaver Construction Co. was the lowest bidder and met all bidding requirements. Linaweaver has completed stormwater repair projects for the City in the past and the prior work was completed within the required timeframe and specifications.

BUDGET IMPACT:

The cost for construction is \$150,705.00. Funding is available in the Stormwater Capital Fund. As a portion of the project is associated with addressing a sanitary issue, the cost will be split between stormwater and sanitary funding.

Inspection will be by City Staff.

RECOMMENDATION:

As there may be unknown conditions encountered during construction, staff feel that a 10% contingency, in addition to the contract amount, is appropriate. Staff recommends that the City Commission authorize the mayor to sign a Construction Services Contract with Linaweaver Construction Co. for the 14th and Osage Storm and Sanitary Improvements in the amount of \$150,705.00 with an additional 10% (or \$15,000) authorized for any needed change orders.

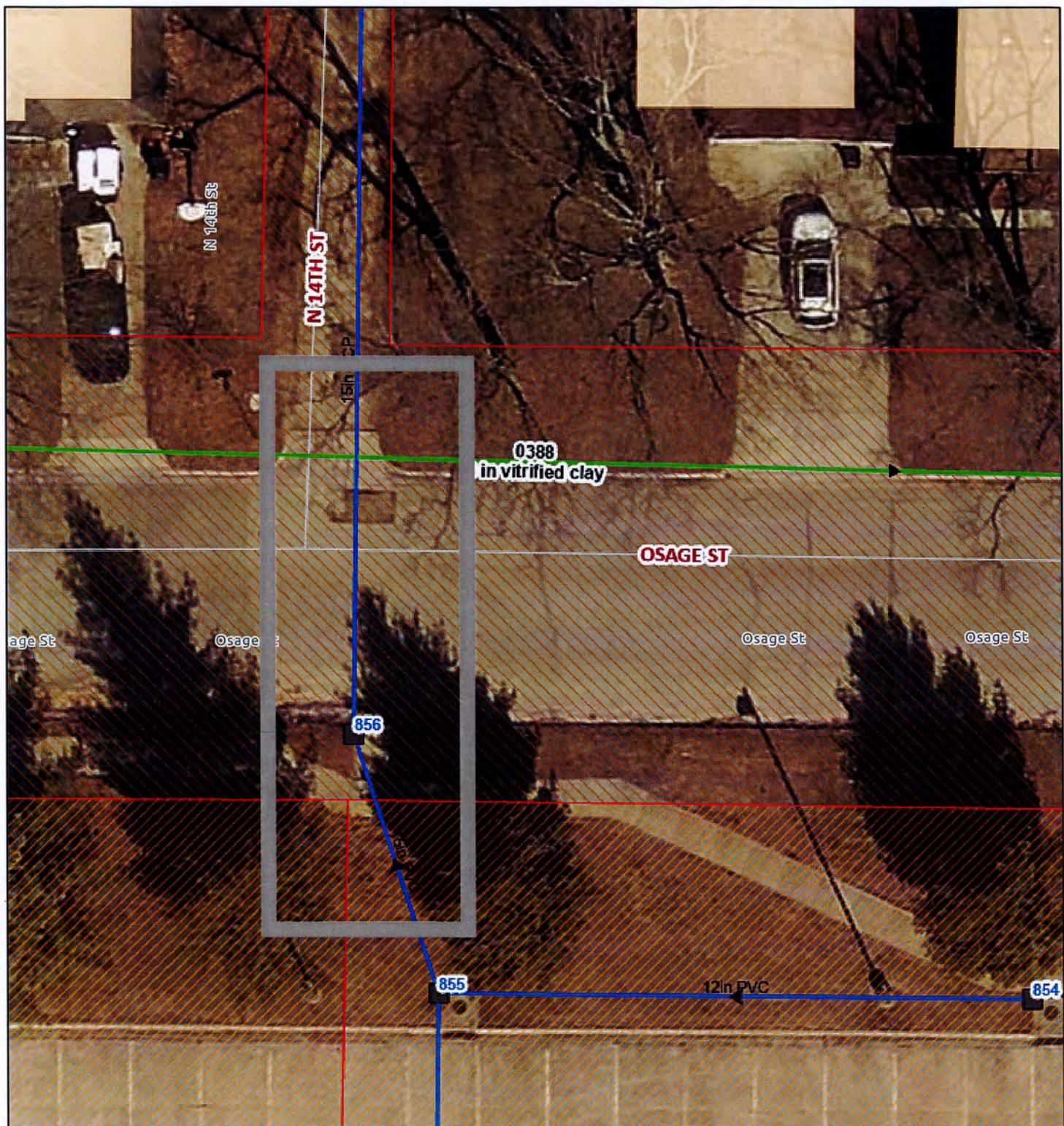
ATTACHMENTS:

Project Overview Map
Bid Tabs





ArcGIS Web AppBuilder



1/22/2026, 8:27:31 AM

1:282

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Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



CITY OF LEAVENWORTH

Project No. 2023-014

14th and Osage Stormwater Improvements - Phase I

January 21, 2026

ENGINEER'S ESTIMATE	
	\$158,425.19

BASE BID			\$158,425.19		\$196,930.05		\$150,705.00		\$167,742.00		
14th and Osage Stormwater Improvements - Phase I			ENGINEER'S ESTIMATE		LEAVENWORTH EXCAVATING		LINAWEAVER CONSTRUCTION		WESTLAND CONSTRUCTION		
Item	Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1.00	\$5,000.00	\$5,000.00	\$19,600.00	\$19,600.00	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00
2	Contractor Construction Staking	LS	1.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
3	Removal of Existing Structures	LS	1.00	\$20,000.00	\$20,000.00	\$28,400.00	\$28,400.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00
4	Linear Grading - UPDATED QTY	Lin. Ft.	51.00	\$60.00	\$3,060.00	\$175.00	\$8,925.00	\$100.00	\$5,100.00	\$2.00	\$102.00
5	Subgrade Stabilization (EST)	Cu. Yd.	9.00	\$85.91	\$773.19	\$84.35	\$759.15	\$10	\$90.00	\$150	\$1,350.00
6	Temporary Surfacing Material (AB-3) (2") (ES)	Sq. Yd.	19.00	\$5.00	\$95.00	\$35.90	\$682.10	\$15	\$285.00	\$50	\$950.00
7	Aggregate Base Course (AB-3) (6") UPDATED	Sq. Yd.	139.00	\$15.00	\$2,085.00	\$30.25	\$4,204.75	\$35.00	\$4,865.00	\$26.00	\$3,614.00
8	Street Repair UPDATED QTY	Sq. Yd.	25.00	\$325.00	\$8,125.00	\$189.70	\$4,742.50	\$75.00	\$1,875.00	\$400.00	\$10,000.00
9	Asphaltic Concrete Surface Course (2") UPDA	Ton	13.00	\$125.00	\$1,625.00	\$305.00	\$3,965.00	\$300.00	\$3,900.00	\$375.00	\$4,875.00
10	Asphaltic Concrete Base Course (4") UPDATE	Ton	27.00	\$115.00	\$3,015.00	\$312.00	\$8,424.00	\$250.00	\$6,750.00	\$300.00	\$8,100.00
11	Curb & Gutter, Combined (All Types) UPDAT	Lin. Ft.	81.00	\$55.00	\$4,455.00	\$67.50	\$5,467.50	\$45	\$3,645.00	\$65.00	\$5,265.00
12	Concrete Alley (8") UPDATED QTY	Sq. Ft.	162.00	\$100.00	\$16,200.00	\$29.10	\$4,714.20	\$85	\$13,770.00	\$25.00	\$4,050.00
13	Sidewalk Construction (4") UPDATED QTY	Sq. Ft.	289.00	\$7.00	\$2,023.00	\$11.55	\$3,337.95	\$10	\$2,890.00	\$15.00	\$4,335.00
14	Inlet (4'x3') (Curb) UPDATED SIZE	Each	1.00	\$8,000.00	\$8,000.00	\$9,000.00	\$9,000.00	\$7,500	\$7,500.00	\$15,600.00	\$15,600.00
15	Junction Box (4'X4')	Each	1.00	\$8,500.00	\$8,500.00	\$7,300.00	\$7,300.00	\$8,000	\$8,000.00	\$14,000.00	\$14,000.00
16	Inlet Modification	Each	1.00	\$2,500.00	\$2,500.00	\$1,530.00	\$1,530.00	\$2,500.00	\$2,500.00	\$1,250.00	\$1,250.00
17	Concrete Collar	Each	1.00	\$1,000.00	\$1,000.00	\$2,700.00	\$2,700.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
18	Concrete Blockout UPDATED QTY	Each	2.00	\$2,500.00	\$5,000.00	\$2,700.00	\$5,400.00	\$1,800	\$3,600.00	\$3,000.00	\$6,000.00
19	Storm Sewer (24") (RCP Class III)	Lin. Ft.	62.00	\$190.31	\$11,799.00	\$231.20	\$14,334.40	\$180.00	\$11,160.00	\$448.00	\$27,776.00
20	Storm Sewer (12") (PVC) UPDATED QTY	Lin. Ft.	40.00	\$200.00	\$8,000.00	\$119.15	\$4,766.00	\$120	\$4,800.00	\$65.00	\$2,600.00
21	Sanitary Manhole (5' Dia. Drop w/ Doghouse)	Each	1.00	\$10,000.00	\$10,000.00	\$19,000.00	\$19,000.00	\$10,000	\$10,000.00	\$12,875.00	\$12,875.00
22	Sanitary Sewer Cleanout	Each	2.00	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$650.00	\$1,300.00	\$500.00	\$1,000.00
23	Sanitary Sewer (6") (SDR-26 PVC)	Lin. Ft.	111.00	\$140.00	\$15,540.00	\$145.20	\$16,117.20	\$165.00	\$18,315.00	\$100.00	\$11,100.00
24	Traffic Control	LS	1.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$3,000	\$3,000.00	\$2,000.00	\$2,000.00
25	Seed & Sod UPDATED QTY	Sq. Yd.	150.00	\$10.00	\$1,500.00	\$37.25	\$5,587.50	\$6.00	\$900.00	\$20.00	\$3,000.00
26	Erosion Control	LS	1.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
27	Sidewalk Curb UPDATED ITEM ADDED	Lin. Ft.	32.00	\$95.00	\$3,040.00	\$61.65	\$1,972.80	\$30	\$960.00	\$75.00	\$2,400.00
TOTAL BASE BID:				\$158,425.19		\$196,930.05		\$150,705.00		\$167,742.00	

POLICY REPORT PWD NO. 26-07

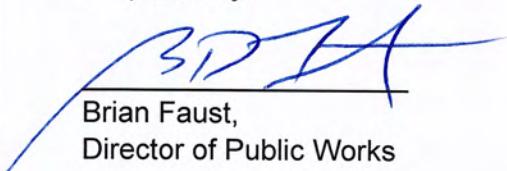
KDOT – TRANSPORTATION ALTERNATIVES
DOWNTOWN ADA RAMP IMPROVEMENTS
KDOD BID CONCURRENCE

City Project No. 2023-025
KDOD Project No. 052 TE-0571-01

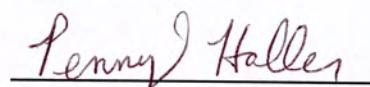
January 27, 2026

Prepared By:

Reviewed By:



Brian Faust,
Director of Public Works



Penny Holler,
Assistant City Manager

ITEM:

Bids for the Downtown ADA Ramp Improvements were opened by KDOD on January 21st, 2026. While KDOD will be the agency that officially awards the contract, our agreement with KDOD 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 and was awarded a Transportation Alternatives (TA) grant from KDOD for ADA ramp improvements in our downtown. The agreement with KDOD stated that they would be responsible for 100% of the construction and construction engineering (inspection) costs up to a maximum of \$629,750. If the costs came in higher, the city would fund the difference.

Project Information:

- ADA ramp improvements at intersections between Broadway and Esplanade and Choctaw and Seneca.

BIDDING:

KDOD advertised the project and 2 bids were received on January 21, 2026.

<u>Company</u>	<u>Bid</u>
Julius Kaaz Construction CO. Inc.	\$420,420
Freeman Concrete Construction LLC	\$630,314

KDOD typically does not share their engineering estimate, however the bid from Kaaz met with KDOD's approval. Julius Kaaz Construction is the lowest Responsible Bidder with a total cost of \$420,420.

CONSTRUCTION ENGINEERING (CE):

Construction Engineering will be provided by Olsson for an approximate cost of \$62,899. Total eligible costs for the project per the original agreement with KDOT are:

Construction:	\$420,420
<u>Construction Engineering:</u>	<u>\$ 62,899 (estimate)</u>
Total	\$483,319 (estimate)

BUDGET IMPACT:

Based on the low bid, the city's share of construction and construction engineering will be \$0.00.

KDOT's Share	\$ 483,319
<u>City's Share</u>	<u>\$ 0</u>
Total	\$ 483,319

RECOMMENDATION:

Staff recommends that the City Commission concur with KDOT's recommendation to award the project to Julius Kaaz Construction and Olsson for construction engineering.

ATTACHMENTS:

- Authority of Award Contract and Commitment of City Funds Resolution from KDOT
- KDOT Cover letter with bid information

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**

1/22/2026

2 Copies to City

Project Number: 052 TE-0571-01

ACTA-T057(101)

WHEREAS bids were received at Topeka, Kansas on 01/21/2026 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
JULIUS KAAZ CONSTRUCTION CO INC Leavenworth, KS	Leavenworth: various intersections in downtown Leavenworth	\$420,420

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of bid items and construction engineering less \$483,319 Federal funds will require City matching funds in the amount of \$0.

BE IT FURTHER RESOLVED that City funds in the amount of \$0 which are required for the matching of Federal Funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 03/13/2026 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20_____, at _____, Kansas.

Recommended for Approval:

City Engineer/Road Supervisor

, Mayor

Attest:

(Seal)

, Member

City Clerk

, Member

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745
Calvin E. Reed, P.E., Secretary
Matthew T. Messina, Bureau Chief



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
<http://www.ksdot.gov>
Laura Kelly, Governor

1/22/2026

**Project Number: 052 TE-0571-01
ACTA-T057(101)**

City of Leavenworth
Mr. Brian Faust, P.E.
City Engineer, Director of Public Works
100 N 5th St
Leavenworth, KS 66048-

Dear Mr. Faust:

We are listing below the bidder and the low bid received at Topeka, Kansas on 01/21/2026 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
JULIUS KAAZ CONSTRUCTION CO INC Leavenworth, KS	Leavenworth: various intersections in downtown Leavenworth	\$420,420

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 02/13/2026. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less \$483,319 Federal funds will require City matching funds in the amount of \$0. The City remittance should be made on or before 03/13/2026.

Sincerely,

A handwritten signature in black ink that appears to read "Jenny Kramer".

for Matthew Messina, Bureau Chief
Bureau of Multimodal Transportation

mtm/jjk
Enclosures
c Mayor/City Manager
Ms. Ami Fulghum, Chief of Fiscal Services
Mr. Michael E. Rinehart, P.E., District One Engineer

INVOICE

Keep for your Records

Due on or before 03/13/2026

PRELIMINARY STATEMENT OF COSTS

052 TE-0571-01

ACTA-T057(101)

Leavenworth: various intersections in downtown Leavenworth

Construction and CE Breakdown	
Actual Bid	\$420,420
Water (for grading)	\$0
Sub-Total Actual Bid Amount	\$420,420
LPA CE Contract	\$62,899
Sub-Total Construction and CE	\$483,319
Federal-aid Non-Participating Const. Costs	\$0
Federal-aid Non-Participating CE	\$0
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
Federal Participating Project Costs	\$483,319
Total Project Costs	\$483,319

CE Breakdown	
Total LPA CE	\$62,899
Federal Non-Participating CE	\$0
Federal Participating CE	\$62,899

Federal/City Funding Summary		
Total Project Costs	\$483,319	
100% City Funds Due to Non-Participating	\$0	
Federal Participating Project Costs	\$483,319	
CE Paid by KDOT	N/A	
Fund 1- Available Funding	\$483,319	
100% Federal Funds	\$483,319	
0% City Funds	\$0	
100% City Funds Due to Max Funding	\$0	

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const,	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction				\$0
Federal Non-Participating CE				\$0
CE Paid by KDOT				\$0
Fund 1- 100% Federal Funds		\$483,319		\$483,319
Fund 1- 0% City Funds				\$0
City Funds Due to Max Funding				\$0
Total	\$0	\$483,319	\$0	\$483,319

Amount to Bill City (Rounded Up)	\$0
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BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 01/21/2026

Contract Number: 526012121

Project Number: 052 TE 0571-01

Federal Number: ACTA-T057(101)

Description: PEDESTRIAN AND BICYCLE PATHS

County: LEAVENWORTH

State Ties: None

Total Records: 2

[Helpful Definitions](#)

Contractor Name

Bid Amount

JULIUS KAAZ CONSTRUCTION CO INC \$420,420.00

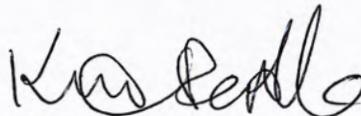
FREEMAN CONCRETE CONST LLC \$630,314.00

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE
2025-22 SUP
1922 5th Avenue**

JANUARY 27, 2026

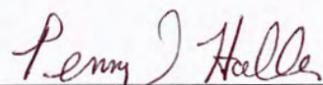
SUBJECT:

Place on first consideration an ordinance to approve 2025-22 SUP to allow an in-home Child Care Center in the R1-6, High Density Single Family Residential Zoning District



Prepared By:

Kim Portillo
Director of Planning and
Community Development



Reviewed By:

Scott Peterson,
City Manager

ANALYSIS:

The applicant, Savannah Nelson, is requesting a Special Use Permit to allow the operation of Child Care Center in their home located at 1922 5th Avenue. The property is currently zoned R1-6 (High Density Single Family Residential District). Child Care Centers are allowed in the R1-6 zoning district with issuance of a Special Use Permit.

The applicant previously received approval of a Special Use Permit in 2018 to operate a Child Care Center at the subject property, 1922 5th Ave. That structure was damaged by fire in 2020, and the applicant relocated to 220 Spruce St., and was issued a Special Use Permit to operate a Child Care Center at their new home on Spruce St. The applicant has since relocated back to the subject property (1922 5th Ave.) and intends to continue her Child Care operations. The State of Kansas has issued the applicant a temporary permit to care for a maximum of 12 children, dependent upon the ages of the children in care. The temporary permit expires February 28, 2026. The Child Care Center will operate Monday-Friday from 6:00 a.m. to 11:00 p.m. and is housed on the main floor of the home. The space includes a front room, dining area, dedicated daycare play space, main bathroom, kitchen, and a fenced outdoor play area with approximately 4,500 SF of open space. There are designated off-street areas in the front and back of the property for safe drop-off and picking up of passengers.

CONDITIONS OF DETERMINATION

In recommending approval of a special use, the Planning Commission may impose such conditions, safeguards and restrictions as may be necessary to carry out the general purpose and intent of the ordinance. The development regulations stipulate specific conditions as a requirement for the approval of Child Care Centers as follows:

1. Shall not be located along an arterial street as designated on the Major Street Plan Map unless indirect vehicular access to that street, such as with a frontage road is available. The City Planner, with the advice of the DRC, shall determine if the drop off and pick up arrangements of a childcare center or business appear safe. Appeal of any negative decision shall be to the City Commission.

The subject property is located along 5th Avenue, which is classified as a Secondary Collector street.

2. Shall provide at least one hundred (100) square feet of open space per child. This open space shall be 100% enclosed by a minimum four (4) foot high fence or wall.
The subject property includes a back yard area of approximately 4,500 SF, enclosed by a 4' high chain link fence.

3. Shall provide a loading zone capable of accommodating at least two (2) automobiles for the easy picking up and discharging of passengers.
The subject property includes a paved driveway in the front capable of accommodating 2 cars at one time, and a paved driveway in the back accessed off West 7th Street capable of accommodating 3 cars at a time, providing an adequate loading zone for the safe picking up and discharge of passengers.

4. Shall conform to all requirements of the State of Kansas and shall acquire a State of Kansas Child Care Center License.
The applicant has provided a copy of their temporary permit from the Kansas Department of Health and Environment (KDHE), which expires February 28, 2026. The applicant shall provide a copy of their permanent license once obtained.

5. All childcare centers operated in residential zoning districts shall be the only legal residence of the operator.
The home functions as the only residence of the operator/owner.

6. Childcare centers in residential districts may have one non-illuminated monument sign with no more than 3 square feet per side and a maximum of 2 sides or one non-illuminated sign affixed to the main structure of 3 square feet.

No signage is currently displayed on the property. Any signage displayed in the future will conform to this requirement.

The Planning Commission took action on this item at their January 5, 2026 meeting and voted 5-0 to recommend approval of the special use permit.

ACTION/OPTIONS:

- Place an ordinance on first consideration to approve the Special Use Permit request to allow in home Child Care Center at 1922 5th Avenue.
- Deny the Special Use Permit request to allow in home Child Care Center at 1922 5th Avenue.
- Remand the Special Use Permit request to allow in home Child Care Center at 1922 5th Avenue to the Planning Commission for further consideration.

(Summary Published in the Leavenworth Times on _____)

ORDINANCE NO. XXXX

AN ORDINANCE ALLOWING A SPECIAL USE FOR AN IN HOME CHILD CARE CENTER TO BE LOCATED AT 1922 5TH AVENUE IN THE CITY OF LEAVENWORTH, KANSAS.

WHEREAS, under Appendix A of the City of Leavenworth Code of Ordinances, Development Regulations of the City of Leavenworth, Kansas, Sec 2.04, 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 5th day of January, 2026 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 on the 5th day of November, 2025 and mailed to all property owners within 200 feet of the said property were given notice of the public hearing; and

WHEREAS, upon a motion made, duly seconded, and passed, the City Planning Commission adopted findings of fact and recommended approval of the request for an in home child care center in the R1-6 (High Density Single Family Residential District) zoning district located at 1922 5th Avenue, Leavenworth, Kansas.

WHEREAS, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to allow special use for a child care center for the property described herein.

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

Section 1. That a special use permit be issued for an in home child care center on the following described property:

THE SOUTH 23 FEET OF LOT 7 AND THE NORTH 33.50 FEET OF LOT 8, BLOCK 20, REES DONIPHAN AND THORNTON'S ADDITION TO LEAVENWORTH, A SUBDIVISION IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS. And more commonly referred to as 1922 5th Avenue, Leavenworth, Kansas.

Section 2. That this special use permit is subject to the following:

- a.) A minimum of 1,200 square feet of open space 100% enclosed by a minimum 4' high fence or wall shall be provided and maintained in good condition;
- b.) A copy of the permanent Family Child Care Home License shall be provided annually upon renewal by the State of Kansas;
- c.) The operation shall be limited to a maximum of twelve (12) children; and

- d.) All playground equipment shall be within the enclosed fence area.
- e.) No additional home occupations may be carried out at the residence.
- f.) Annual payment of the Special Use Permit.

Section 3: That this Ordinance shall take effect and be in force from and after its passage by the Governing Body, and its summary 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 _____, 2026.

Nancy D. Bauder, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

2025-22 SUP 1922 5th Avenue



1/22/2026, 12:06:03 PM

1:564

0 0.01 0.01 0.02 mi
0 0.01 0.01 0.03 km

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

Override 1
Leavenworth City Limits
Parcels_Current
City Right-of-Way
Buildings
RoadCenterline

Address (Points)

Zoning - 2025-22 SUP 1922 5th Avenue



1/22/2026, 12:07:09 PM

Override 1	Address (Points)
Zoning_CURRENT	Leavenworth City Limits
R1-6	City Right-of-Way
Parcels_Current	RoadCenterline
Buildings	

1:564

0 0.01 0.01 0.02 mi
0 0.01 0.01 0.03 km

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



SPECIAL USE PERMIT
CITY OF LEAVENWORTH, KANSAS

OFFICE USE ONLY

CASE NO.: 2025-22 SUP

Application No.	<u>18033</u>
Fee (non-refundable)	\$350.00
Filing Date	<u>9/30/25</u>
Received By	
Hearing Date	<u>10/1/2025</u>
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: Family Daycare

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

Subject Property:	<u>1922 5th AV Leavenworth KS</u>		
Legal Description:	(Attach a full legal description provided by the Register of Deeds Office)		
Real Estate PID #:	<u>052-101-01-0-20-24-005,00-0</u>		
Zoning:	<u>R1-16</u>	Historic District:	<u>N/A</u>

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

Name(s) of Owner (print):	<u>Savannah Nelson</u>		
Owner Address:	<u>1922 5th AV</u>		
Contact No.		Email:	<u>Savannahsmile2017@gmail.com</u>
Signature of Owner(s):	<u>Savannah Nelson</u>		

State of KS)

County of Leavenworth) (SEAL)

Signed or attested before me on: 9/30/2025



Notary Public: Sarah Roll

My Appointment Expires: 3/22/2027

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...

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

STATE OF KANSAS
COUNTY OF LEAVENWORTH-SS
FILED FOR RECORD

2006 SEP 21 P 2:41 AM

STACY R. DRISCOLL
REGISTER OF DEEDS

Entered in the transfer record in my office this
21st day of September 2006
Konda A. Schenck P. Clark
County Clerk

C 100
11
✓2

STATUTORY WARRANTY DEED
JOINT TENANCY

LEONARD L. COOK and DONNA L. COOK, husband and wife

of Leavenworth County, Kansas, conveys and warrants to:

JIMMY R. NELSON and SAVANNAH E. NELSON, husband and wife

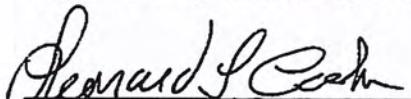
of Leavenworth County, Kansas, their heirs and assigns, as joint tenants with rights of survivorship and not as tenants in common, all of the following described real estate, situated in the County of Leavenworth, State of Kansas, to-wit:

The South 23 feet of Lot 7 and the North 33.50 feet of Lot 8, Block 20, REES DONIPHAN AND THORNTON'S ADDITION TO LEAVENWORTH, a subdivision in the City of Leavenworth, Leavenworth County, Kansas.

For the sum of one dollar and other good and valuable considerations. Subject to restrictions, reservations, assessments, and easements, if any, now affecting said property.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever. And Grantor, for itself, its successors and assigns, does hereby covenant, promise and agree, to and with Grantee, that at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above-granted and described premises, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments taxes, assessments and encumbrances, of what nature and kind whatsoever, subject to Grantor's reservation set forth herein, and that it will WARRANT AND FOREVER DEFEND the same unto Grantee, her heirs, successors and assigns, against Grantor, its successors and assigns, and all and every person or persons whomsoever lawfully claiming or to claim the same.

Dated this 20th day of September, 2006.


LEONARD L. COOK

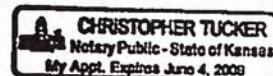

DONNA L. COOK

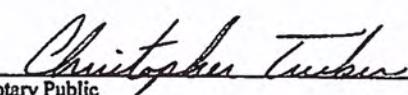
State of Kansas)
) S.S.:
County of Leavenworth)

BE IT REMEMBERED, That on this 20th day of September, 2006, before me, a Notary Public in and for said county and state, came, LEONARD L. COOK and DONNA L. COOK, husband and wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS THEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

(Seal)




Christopher Tucker
Notary Public

My Commission Expires:

BK0994 PG 1323

Kansas Department of Health and Environment

Temporary Permit

Family Child Care Home
Temporary Permit # 100-1247-018

Address: Savannah Esther Nelson

Phone: 316-584-3511

Facility # 100-1247-018

In the County of: Beaver

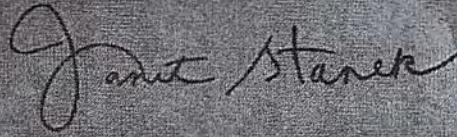
In that place an application and having agreed to comply with the laws and regulations of the State of Kansas governing Family Child Care Homes, Savannah Esther Nelson is hereby authorized to care for:

Up to and including minor children under the capacities outlined in K.A.R. 28-4-114(e).

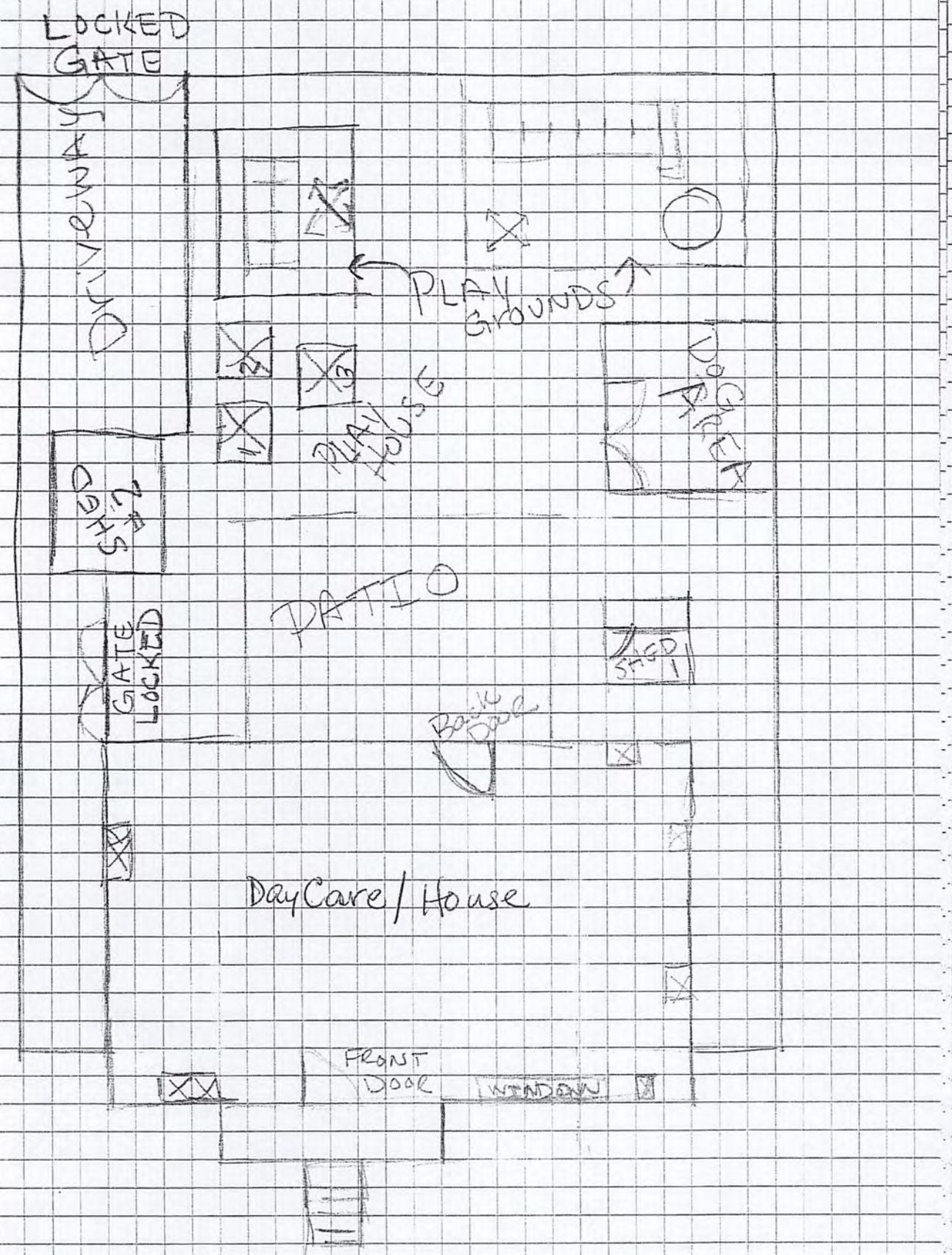
This Temporary Permit is effective 09/01/2025 and expires on 11/29/2025.

Smoking is prohibited inside the day care home during hours of operation.

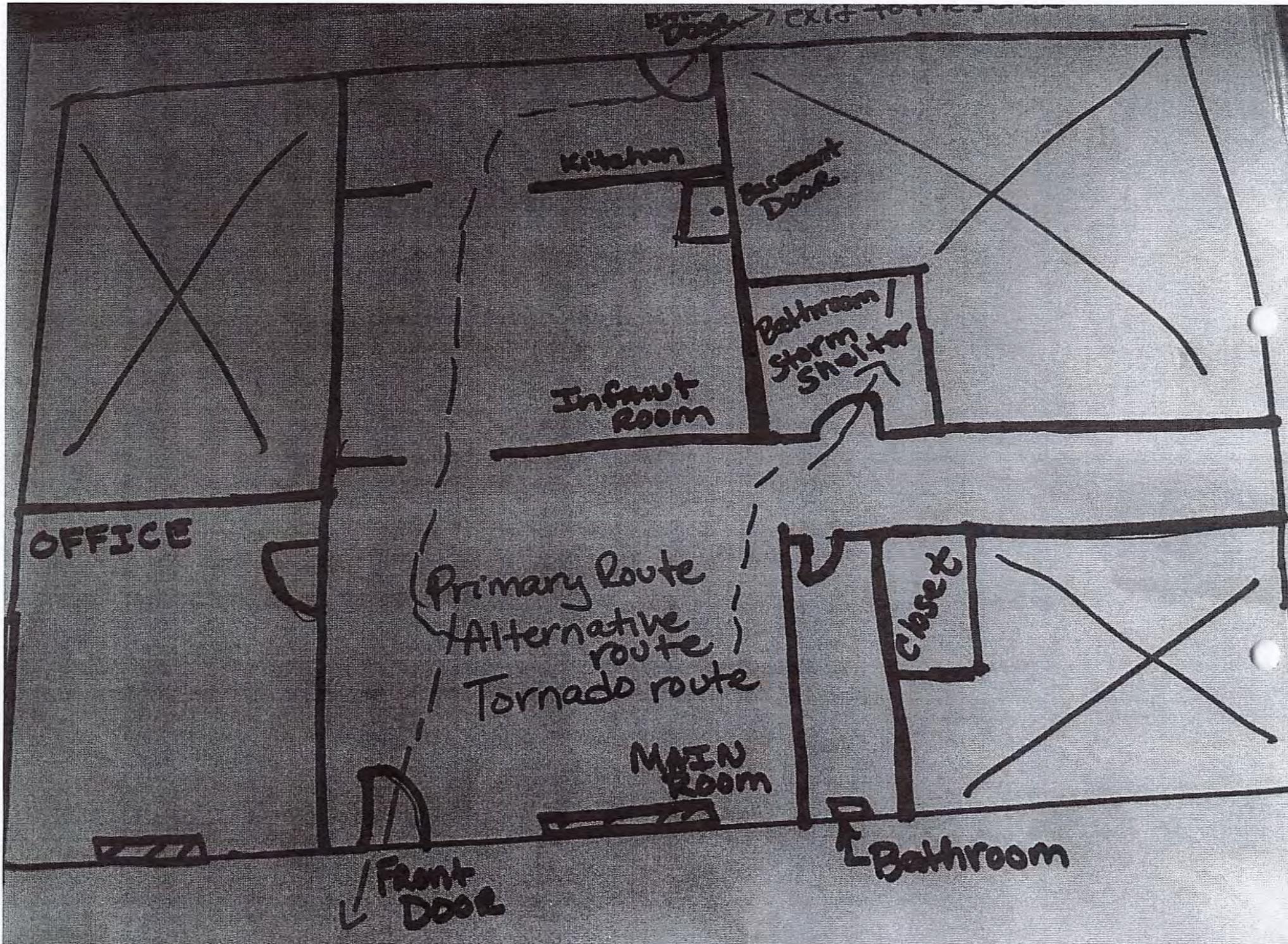
Local codes and ordinances may prescribe other requirements for the legal operation of this facility.



Janet Stanek, Secretary
Kansas Department of Health and Environment

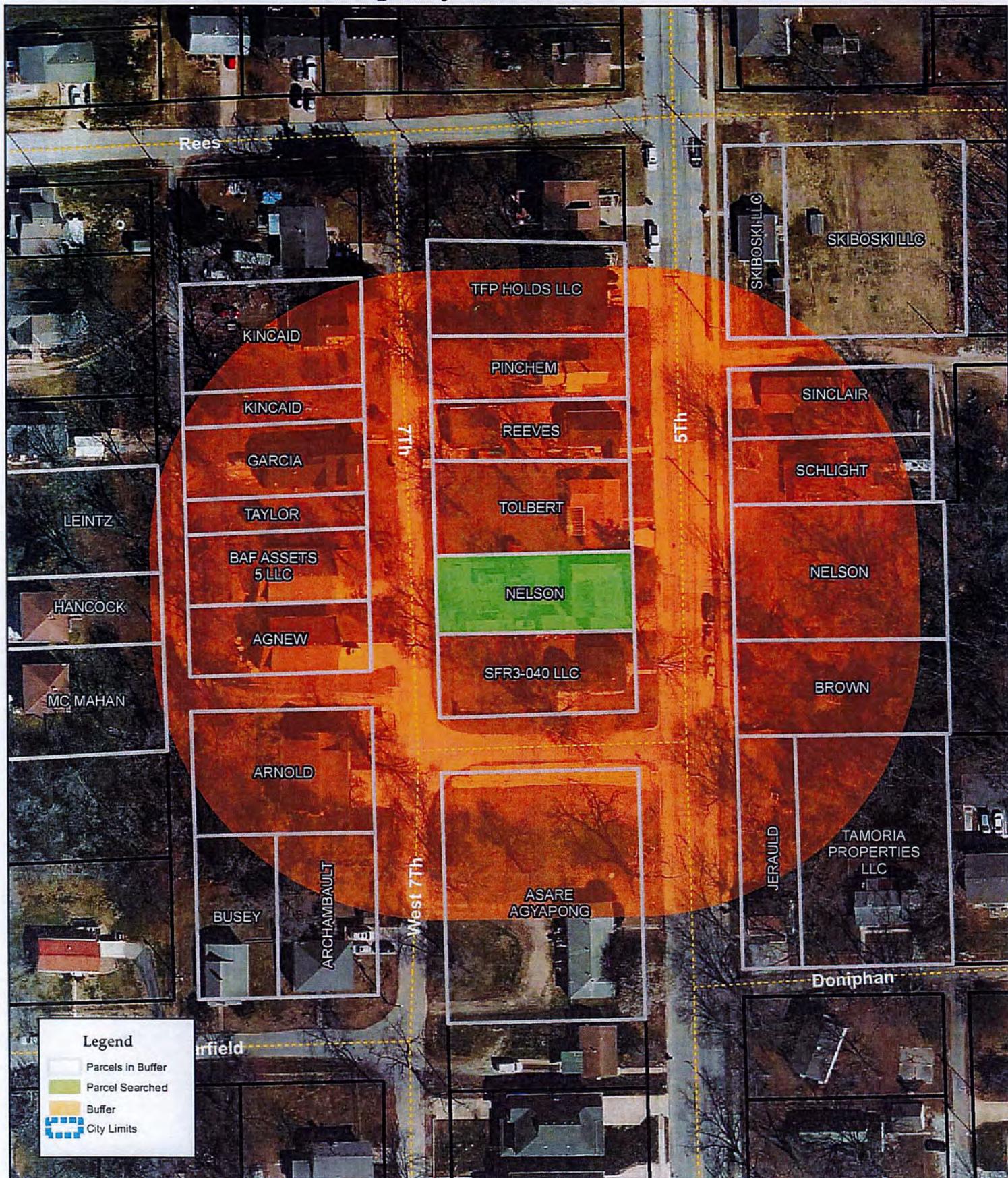


Savannah Smile
1922 54th Ave
Leavenworth, KS 66048



City of Leavenworth

Property Radius Search



Legend

- Parcels in Buffer
- Parcel Searched
- Buffer
- City Limits

NELSON, JIMMY R & SAVANNAH E
1922 5TH AVE, Leavenworth, KS 66048

052-101-01-0-20-24-005.00-0

0 50 100
Feet



Radius Search Report

Properties Found: 27

09/09/2025



Parcel #	Quick Ref.	Property Owner	Site Address	Mailing Address	Property Type
052-101-01-0-20- 23-007.00-0	R9944	SKIBOSKI LLC	625 REES ST, Leavenworth, KS 66048	PO BOX 95 LANSING, KS 66043	Residential highest and best use
052-101-01-0-20- 23-008.00-0	R9945	SKIBOSKI LLC	1903 5TH AVE, Leavenworth, KS 66048	PO BOX 95 LANSING, KS 66043	Single family residence (detached)
052-101-01-0-20- 23-009.00-0	R9946	SINCLAIR, DOUGLAS A	1913 5TH AVE, Leavenworth, KS 66048	1913 5TH AVE LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-01-0-20- 23-010.00-0	R9947	SCHLIGHT, JUNIOR O; TRUST	1917 5TH AVE, Leavenworth, KS 66048	1917 5TH AVE LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-01-0-20- 23-011.00-0	R9948	NELSON, JIMMY R & SAVANNAH E	1921 5TH AVE, Leavenworth, KS 66048	1922 5TH AVE LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-01-0-20- 23-012.00-0	R9949	BROWN, MAURICE & TRACI	1925 5TH AVE, Leavenworth, KS 66048	2303 4TH AVE LEAVENWORTH, KS 66048	Residential highest and best use
052-101-01-0-20- 24-001.01-0	R9954	TFP HOLDS LLC	1906 5TH AVE, Leavenworth, KS 66048	1906 5TH AVE LEAVENWORTH, KS 66048	Duplex
052-101-01-0-20- 24-002.00-0	R9955	PINCHEM, BETTY	1910 5TH AVE, Leavenworth, KS 66048	1910 5TH AVE LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-01-0-20- 24-003.00-0	R9956	REEVES, CHRISTOPHER	1914 5TH AVE, Leavenworth, KS 66048	1914 5TH AVE LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-01-0-20- 24-004.00-0	R9957	TOLBERT, RENITA D	1918 5TH AVE, Leavenworth, KS 66048	1918 5TH AVE LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-01-0-20-	R9958	NELSON, JIMMY R	1922 5TH AVE,	1922 5TH AVE	Single family

Parcel #	Quick Ref.	Property Owner	Site Address	Mailing Address	Property Type
24-005.00-0		& SAVANNAH E	Leavenworth, KS 66048	LEAVENWORTH, KS 66048	residence (detached)
052-101-01-0-20- 24-006.00-0	R9959	SFR3-040 LLC	1926 5TH AVE, Leavenworth, KS 66048	2261 MARKET ST #STE 22263 SAN FRANCISCO, CA 94114	Single family residence (detached)
052-101-01-0-20- 25-001.00-0	R9960	ASARE AGYAPONG, PAUL	2020 5TH AVE, Leavenworth, KS 66048	1260 PENN ST NE WASHINGTON, DC 20002-2810	Duplex
052-101-01-0-20- 26-002.00-0	R9964	TAMORIA PROPERTIES LLC	664 DONIPHAN ST, Leavenworth, KS 66048	708 HIGHLAND DR LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-01-0-20- 26-004.00-0	R9966	JERAULD,JACLYN M & CLAYTON D	2021 5TH AVE, Leavenworth, KS 66048	2021 5TH AVE LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-02-0-10- 22-006.00-0	R10851	LEINTZ,IAN R & BETHANIE J	1913 CLEVELAND TER, Leavenworth, KS 66048	102 TIMBERCREEK CIR LANSING, KS 66043	Residential highest and best use
052-101-02-0-10- 22-007.00-0	R10852	HANCOCK,SCOTT & LORI	1917 CLEVELAND TER, Leavenworth, KS 66048	26107 W 69TH TER SHAWNEE, KS 66226	Duplex
052-101-02-0-10- 22-008.00-0	R10853	MC MAHAN,MARK A & MARCELLA M	1921 CLEVELAND TER, Leavenworth, KS 66048	24509 147TH ST LEAVENWORTH, KS 66048	Duplex
052-101-02-0-10- 22-011.00-0	R10856	BUSEY, ORVENA	706 GARFIELD ST, Leavenworth, KS 66048	5455 KANSAS AVE OMAHA, NE 68104	Single family residence (detached)
052-101-02-0-10- 22-012.00-0	R10857	ARCHAMBAULT, BRUCE A III & JEANETTE R	700 GARFIELD ST, Leavenworth, KS 66048	4120 DANCEGLEN DR COLORADO SPRINGS, CO 80906	Duplex
052-101-02-0-10- 22-013.00-0	R10858	ARNOLD,LOREN & ESTRELLA D	1926 W 7TH ST, Leavenworth, KS 66048	1926 W 7TH ST LEAVENWORTH, KS 66048	Single family residence (detached)

Parcel #	Quick Ref.	Property Owner	Site Address	Mailing Address	Property Type
052-101-02-0-10- 22-015.00-0	R10860	BAF ASSETS 5 LLC	1918 W 7TH ST, Leavenworth, KS 66048	5001 PLAZA ON THE LAKE #STE 200 AUSTIN, TX 78746	Single family residence (detached)
052-101-02-0-10- 22-016.00-0	R10862	GARCIA,JOSE M PENA & GUTIERREZ, MIRIAM MEDINA	1914 W 7TH ST, Leavenworth, KS 66048	1914 W 7TH ST LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-02-0-10- 22-017.00-0	R10863	KINCAID,ROBERT F & JEANNIE L	1910 W 7TH ST, Leavenworth, KS 66048	1906 W 7TH ST LEAVENWORTH, KS 66048	Residential highest and best use
052-101-02-0-10- 22-018.00-0	R10864	KINCAID,ROBERT F & JEANNIE L	1906 W 7TH ST, Leavenworth, KS 66048	1906 W 7TH ST LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-02-0-10- 22-019.00-0	R308673	AGNEW,MICHAEL & BOWEN,SHAWNA	1922 W 7TH ST, Leavenworth, KS 66048	1922 W 7TH ST LEAVENWORTH, KS 66048	Single family residence (detached)
052-101-02-0-10- 22-020.00-0	R308744	TAYLOR,GLYNEE & ALTON,TRISHA	00000 W 7TH ST, Leavenworth, KS 66048	2404 GARLAND ST LEAVENWORTH, KS 66048	Residential highest and best use

**EXECUTIVE SESSION
CONSULTATION WITH THE CITY ATTORNEY ON EMPLOYEE MATTERS
THAT WOULD BE DEEMED PRIVILEGED IN THE
ATTORNEY-CLIENT RELATIONSHIP**

JANUARY 27, 2026

CITY COMMISSION ACTION:

Motion:

Move the City Commission recess into executive session for _____ minutes for the purpose of *discussing employee matters in consultation with an attorney which would be deemed privileged in the attorney-client relationship, pursuant to K.S.A. 75-4319 (b) 2.* The City Commission, City Manager, and City Attorney will be present. The open meeting will resume in the City Commission Chambers at _____ p.m.