



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, MARCH 10, 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

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

- 1. Minutes from February 24, 2026 Regular Meeting and March 2, 2026 Special Meeting **Action:** Motion (pg. 02)

NEW BUSINESS:

Public Comment: At the direction of Mayor Bauder, and as authorized under City Code, the general public comment portion of the March 10 City Commission meeting will be limited to one (1) hour such that the City Commission can be assured of its ability to conduct all City business scheduled for that evening. The time allotted to any one speaker will not exceed three (3) minutes. The period of public comment will be held prior to the consideration of City business, other than standard opening procedures and the approval of previous meeting minutes. Public comment will not be limited to any one agenda item, and all public comment is welcome during that time.

Public Hearing:

- 2. Public Hearing for Unsafe Fire Damaged Structure at 130 Logan Street (pg. 11)
 - a. Open Public Hearing **Action:** Motion
 - b. Review of Property by Staff and Public Comments
 - c. Close Public Hearing **Action:** Motion
 - d. Consider Resolution B-2418 Directing Structure to be Repaired or Removed **Action:** Motion

Bids, Contracts and Agreements:

- 3. Consider Approval to Purchase Refuse Truck for the Solid Waste Division **Action:** Motion (pg. 16)
- 4. Consider Approval to Purchase Roll-Off Truck for the Solid Waste Division **Action:** Motion (pg. 19)

Second Consideration Ordinances:

- 5. Second Consideration Ordinance No. 8277 for Special Use Permit for Jail/Prison in I-2, Heavy Industrial Zoning District at 100 Highway Terrace **Action:** Roll Call Vote (pg. 22)

Consent Agenda:

Claims for February 20, 2026 through March 5, 2026, in the amount of \$2,274,697.06; Net amount for Payroll # 4 effective February 20, 2026 in the amount of \$427,839.54 (Includes Police & Fire Pension in the amount of \$7,966.80).

Action: Motion

Other:

Adjournment

Action: Motion



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: City Manager Scott Peterson, Assistant City Manager Penny Holler, Planning & Community Development Director Kim Portillo, Police Chief Patrick Kitchens, Public Works Director Brian Faust, 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.

Mayor Bauder proposed moving Agenda Items No. 2 and 3 up the agenda to before Public Comment.

There was consensus among the City Commission to move up Agenda Items No. 2 and 3 on the agenda.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Maxwell moved to accept the minutes from the February 10, 2026 regular meeting and the February 17, 2026 special meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Resolutions:

Resolution B-2416 Annual Report for Stormwater 2025 – Public Works Director Brian Faust presented for adoption the annual Kansas Department of Health and Environment (KDHE) report for 2025 stormwater activities. The City is required to submit an annual report to KDHE for stormwater activities for the year. The report summarizes actions the City has taken the previous year to protect and enhance stormwater quality.

Commissioner Pittman moved to adopt Resolution B-2416 approving the annual KDHE report for 2025 Stormwater activities. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Resolution B-2417 Section Eight Management Assessment Program (SEMAP) Certification – Planning & Community Development Director Kim Portillo presented the 2025 SEMAP for approval by the City Commission. This assessment is an annual process and is submitted electronically after approval by the City Commission. Ms. Portillo provided an overview of the Section Eight Program. The Section Eight Program consists of the Housing Choice Voucher program and the Veterans Affairs Supportive Housing program. Both programs enable low income families to live in apartments, duplexes or houses in the community that they would be unable to afford on their own. The families rent portion is based on their income. The program is 100% federally funded, including all Admin costs.

Commissioner Hollister moved to adopt Resolution B-2417 Section Eight Assessment Program. Commissioner Maxwell 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)*

Marcia Levering, Lincoln, NE:

- Spoke in opposition of the CoreCivic SUP

William Rogers, 7362 Yecker Ave, KCKS:

- Spoke in opposition of the CoreCivic SUP

Jennie Wooten, 615 N. Esplanade, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Toni Roloson, Remington Lane, Leavenworth KS

- Spoke in support of the CoreCivic SUP and reopening the facility

Michele Bridges, Ottawa St., Leavenworth, KS:

- Spoke in support of CoreCivic and reopening the facility

Liz Walden, 4146 State Line Rd, KCKS:

- Spoke in opposition of the CoreCivic SUP

Sister Gene Anne Paniska, 600 Pebble Beach, Lansing, KS:

- Spoke in opposition of the CoreCivic SUP

Rick Johnson, 1215 Randolph St., Leavenworth, KS:

- Spoke in support of CoreCivic SUP and reopening the facility

Tammy Reid, Leavenworth, KS:

- Spoke in support of the CoreCivic SUP and reopening the facility

Terrance Scott Megli, 11317 Cody St, Overland Park, KS:

- Spoke in support of the CoreCivic SUP and reopening the facility

Erin Adams, 4301 W 24th Pl., Lawrence KS:

- Spoke in opposition of the CoreCivic SUP

Connie Forge, Leavenworth. KS:

- Spoke in opposition of the CoreCivic SUP

Jeffery Gardner, 901 Pottawatomie St., Leavenworth, KS:

- Urged Commission to vote no on CoreCivic SUP

Scott Siegler, 15614 Sherridan Ct. Basehor, KS:

- Spoke in support of the CoreCivic SUP and reopening the facility

Don McDowell, 3924 Valley View Rd., Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Tiffany Thompson, 4315 Warwick Blvd, KCMO:

- Spoke in opposition of the CoreCivic SUP

Taylor Mullins, 15535 Elm St, Basehor, KS:

- Spoke in support of the CoreCivic SUP and reopening the facility

Alicia Johnson, Weston, MO:

- Spoke in opposition of the CoreCivic SUP

Eric Eaton, 1306 Cheyenne St., Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Suzanne Sievers, 86 6th Infantry Rd, Ft. Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Donald Stubbings, 2301 Hebblen Dr., Leavenworth, KS:

- Provided additional conditions he'd like added to the permit to address accountability

Sarah Preu, 5519 Chadwick Rd, Fairway, KS:

- Spoke in opposition of the CoreCivic SUP

Arthur Jacobson, 137 Fairlane, Lansing, KS:

- Spoke in opposition of the CoreCivic SUP

Daniel McIntosh, 1013 S 21 Terr., Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

The Mayor called for a 5-minute break and the meeting resumed at 7:15 p.m.

Joel Bailey, 2494 Tonganoxie Rd., Leavenworth, KS:

- Spoke in support of the CoreCivic SUP and reopening the facility

Calvin Sholey, 808 S Valley Dr, Lansing, KS:

- Spoke in support of the CoreCivic SUP and reopening the facility

Adam Hole, 2020 Lincoln Ln, Smithville, MO:

- Spoke in support of the CoreCivic SUP and reopening the facility

Alicia Mein, 208 S Main, Lansing, KS:

- Spoke in opposition of the CoreCivic SUP

Katherine Frandsen, 1320 Haldeman, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Benjamin Well, 669 Prospect, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Georgia Martinez Moylen, 10307 N Tracy Ave, KCMO:

- Spoke in opposition of the CoreCivic SUP

Mike Trapp, 707 S Broadway, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Misha Voigt, 1175 Kenton St., Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

John Shively, 307 N 16th, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Jonathan Pucket, KCMO:

- Spoke in support of the CoreCivic SUP and reopening the facility

Paige Kincaid, KCMO:

- Spoke in opposition of the CoreCivic SUP

Sister Vickie Perkins, 517 Nipper Ln., Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Judy Ancel, 4014 Metropolitan Ave, KCKS:

- Spoke in opposition of the CoreCivic SUP

John Watt, 2208 Brookbend, Junction City, KS:

- Spoke in opposition of the CoreCivic SUP

Patricia Johannsen, 622 Osage, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Stephanie Ritter, 704 N 2nd, Lansing, KS:

- Spoke in opposition of the CoreCivic SUP

Dana Rommelfanger, 818 Orange St., Baldwin City, KS:

- Spoke in opposition of ICE and the CoreCivic SUP

Michelle Greggor Mendiola, 516 Osage, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Lorene Damewood, 11940 W 66th, Shawnee, KS:

- Spoke in opposition of the CoreCivic SUP

Mana Goss, 4124 Newman St., Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

The Mayor called for a 5-minute break and the meeting resumed at 8:23 p.m.

Ken Bateman, 1007 3rd Ave., Leavenworth, KS:

- Feels there is room for improvement in the conditions

William Wood, 3534 Winchester Dr., Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Mary Lane, 549 Sherman, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Nicholas Recker, KCMO:

- Spoke in opposition of the CoreCivic SUP

Diana Webster, 1900 Garland Ave., Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Tim Grey, 800 Blueberry Ct, Lansing, KS:

- Spoke in opposition of the CoreCivic SUP

Mitchell Brexley, 5605 N. Tracey, Gladstone MO:

- Spoke in opposition of the CoreCivic SUP

Adam Meysing, 2409 Jacob Ave, Lawrence, KS:

- Spoke in opposition of the CoreCivic SUP

Cameron Robles, Overland Park KS:

- Spoke in opposition of the CoreCivic SUP

Ellen Johnson, Topeka, KS

- Spoke in opposition of the CoreCivic SUP

Maddie Messer, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Johanna Low, 669 Prospect St., Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Christopher Benitez, 1717 Evergreen, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Karla Juarez, 5736 Osage St., KCKS:

- Spoke in opposition of the CoreCivic SUP

Catherine Conrad, 621 N. Fountain, Wichita KS:

- Spoke in opposition of the CoreCivic SUP

Barbara Sonnenmoser, 2413 Garland, Leavenworth, KS:

- Spoke in opposition of the CoreCivic SUP

Peto Martinez, Kansas City:

- Spoke in opposition of the CoreCivic SUP

The Mayor called for a 5-minute break and the meeting resumed at 9:17 p.m.

First Consideration Ordinances:

First Consideration Ordinances for Special Use Permit for a Jail/Prison in I-2, Heavy Industrial Zoning District at 100 Highway Terrace – Planning & Community Development Director Kim Portillo, City Manager Scott Peterson and City Attorney David Waters presented for first consideration a request for a Special Use Permit (SUP) to allow operation of a detention facility, classified under the City’s Development Regulations as a “jail” or “prison,” at 100 Highway Terrace in Leavenworth, Kansas. The 20-acre property is zoned I-2 (Heavy Industrial), where such use is permitted only with approval of a Special Use Permit. The proposed facility, to be known as the Midwest Regional Reception Center (MRRC), would operate under an agreement with U.S. Immigration and Customs Enforcement (ICE). The existing 192,000-square-foot building, which previously functioned as a correctional facility, contains five housing units and 1,033 beds, with a rated capacity of 1,104 detainees. CoreCivic indicated the facility would house approximately 1,000 detainees at a time, with an average length of stay of 51 days. The operation would employ approximately 300 to 320 full-time employees working in three shifts. Detainees would not be released directly into the Leavenworth community unless they resided in Leavenworth at the time of detention or were released by court order. Staff evaluated the request under the applicable Special Use Permit criteria, including the “Golden factors.” The surrounding area is predominantly industrial and institutional in character, including industrial businesses and cemetery properties, with single-family residential development located to the south. The residential area is separated from the site by changes in topography and a wooded buffer. Staff noted that the property was historically used as a correctional facility and that the proposed use would be consistent with both the existing zoning classification and the Comprehensive Plan designation of industrial land use. Staff determined that the site is particularly suited for continued detention use because the building was specifically designed for that purpose. Reuse of the facility would prevent prolonged vacancy and potential deterioration. With the recommended conditions in place, Staff found no substantial evidence that the proposed use would injure nearby property values. Staff further concluded that the project would provide economic benefits through job creation and reinvestment in the property. A public hearing was held by the Planning Commission on February 2, 2026. Members of the public spoke both in support of and in opposition to the request. Supporters cited economic benefits and employment

opportunities. Opponents raised concerns regarding CoreCivic's prior operational history, broader concerns about ICE-related detention, and potential community impacts, including the possibility of protests. Following discussion, the Planning Commission voted 5–1 to recommend approval of the Special Use Permit with conditions. No protest petition was filed within the required fourteen (14)-day protest petition period as provided under K.S.A. 12-757(f) and Sec. 2.04.B.6 of the Development Regulations (such 14-day period having been extended one day, to February 17, 2026, on account of Monday, February 16, 2026, being a federal holiday). The recommended conditions include compliance with all applicable laws and licensing requirements; obtaining American Correctional Association accreditation within 18 months; compliance with ICE detention standards and ACA performance standards; allowing City inspection access subject to security and privacy protections; limiting detention to adults 18 years and older; providing detainee rosters to the City upon request; issuing the permit for an initial three-year term with renewals; prohibiting direct release of detainees into Leavenworth except in limited circumstances; limiting occupancy to the rated capacity of 1,104 detainees unless surge capacity is approved by the Fire Chief; maintaining minimum staffing ratios; completing sewer infrastructure improvements; installing and maintaining a tree buffer along the southern property line; providing copies of detention agreements to the City; executing a Performance Agreement addressing impact fees and public safety coordination; preserving the City's enforcement authority; and including a severability clause. Upon receipt of the Planning Commission's recommendation, the City Commission must take affirmative action. The Commission may approve the request as recommended by the Planning Commission by simple majority vote, override the recommendation to deny or modify the permit by a two-thirds vote, or return the matter to the Planning Commission with stated reasons for reconsideration.

The City Commission discussed the Special Use Permit, additional potential conditions, and posed questions to representatives of CoreCivic and the City management team.

Mayor Bauder moved to recess into executive session for 10 minutes for the purpose of *discussing development 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, Planning & Community Development Director, and City Attorney will be present. The open meeting will resume in the City Commission Chambers at 10:40 p.m. Commissioner Maxwell 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 10:40 p.m.

The City Commission continued to discuss the Special Use Permit, additional potential conditions, and posed questions to representatives of CoreCivic and the City management team.

The Mayor called for a 5-minute break and the meeting resumed at 11:15 p.m.

The Mayor called for an additional 5-minute break and the meeting resumed at 11:20 p.m.

Commissioner Pittman moved that the Leavenworth City Commission place for second consideration, overriding, by modifying, the Planning Commission's recommendation of approval of the application for Special Use Permit No. 2026-02-SUP and the Conditions as presented by the Planning Commission, with the following changes, that CoreCivic will cooperate with the City of Leavenworth to establish a Community Relations Board in which CoreCivic will be a participating member, further the City of Leavenworth will appoint its own members and CoreCivic will appoint its own members, and approving the special use

permit subject to Condition Nos. 1 through 17 as so modified. Commissioner Maxwell seconded the motion and the motion was approved, with Commissioner Hollister voting no. Mayor Bauder declared the motion carried 4-1.

Consent Agenda:

Commissioner Wilson moved to approve Claims for February 6, 2026 through February 19, 2026, in the amount of \$1,235,118.28; Net amount for Payroll # 3 effective February 6, 2026 in the amount of \$446,259.61 (No Police & Fire Pension). Commissioner Maxwell seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Adjournment:

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

Time Meeting Adjourned 11:41 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC



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

City Commission Special Meeting
Commission Chambers
Monday, March 2, 2026 12:00 p.m. (Noon)

CALL TO ORDER - The Governing Body met for a special 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: City Manager Scott Peterson, Planning & Community Development Director Kim Portillo, City Attorney David Waters, and City Clerk Sarah Bodensteiner.

Mayor Bauder asked for a motion to open the Special Meeting:

Commissioner Maxwell moved to open the special meeting. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Executive Session – Attorney-Client Privilege – Mayor Bauder moved to recess into executive session for 30 minutes for the purpose of *discussing development 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, Planning & Community Development Director, and City Attorney will be present. The open meeting will resume in the City Commission Chambers at 12:31 p.m. Commissioner Maxwell 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 12:31 p.m.

Mayor Bauder asked for a motion to close and adjourn the Special Meeting:

Commissioner Maxwell moved to close and adjourn the special meeting. Commissioner Wilson seconded the motion and the motion was approved and the meeting was adjourned.

Time Special Meeting Adjourned 12:31 p.m.
Minutes taken by City Clerk Sarah Bodensteiner, CMC

POLICY REPORT PWD NO. 26-14

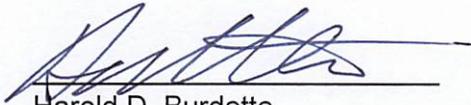
PUBLIC HEARING FOR UNSAFE STRUCTURE
130 LOGAN STREET

March 10, 2026

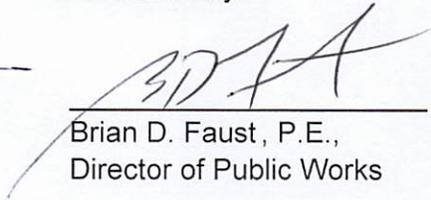
Prepared by:

Reviewed by:

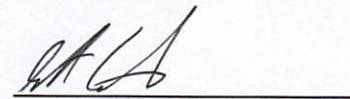
Reviewed by:



Harold D. Burdette,
Chief Building Inspector



Brian D. Faust, P.E.,
Director of Public Works



Scott Peterson,
City Manager

ISSUE:

Conduct a Public Hearing regarding the unsafe or dangerous structure located at 130 Logan Street.

BACKGROUND:

On January 13, 2026, the City Commission was presented with a resolution regarding setting a date for a public hearing related to the structure located at 130 Logan Street that was damaged by fire. The Commission approved Resolution No. B-2413, setting March 10, 2026, as the date for a public hearing for the purposes of Chapter 20, Article V, of the City Code of Ordinances.

The structure was damaged by fire on July 17, 2025. City staff have not spoken with the owner but have spoken with people interested in purchasing the property, but no permit applications have been received.

When structures are damaged by fire and the damage is severe enough that the settlement from the insurance company exceeds 75% of the face value of the policy covering the structure, the insurance company is required to draft a payment to the City of Leavenworth for 15% of the settlement. This money is to be used to either remove the structures if the owner decides not to repair them, or the money is returned to the property owners once repairs have progressed to a reasonable point, which is when the exterior has been repaired and the interior is ready for wall finishes to be installed.

The City has received proceeds from the insurance company for this property. The money will be returned to the property owner at the time of the fire once repairs have progressed to a reasonable point or are completed and the structure is ready for occupancy, or the money will be used to have the structure demolished.

NOTIFICATION PROCEDURES:

The City Clerk published the resolution for the public hearing twice in the Leavenworth Times, and a copy of said resolution was mailed by certified, restricted delivery mail to the owners and lienholders of the property in accordance with the requirements of Chapter 20, Article V, of the City Code of Ordinances.

RECOMMENDATION:

Staff recommend that the owner/contractor be given 90 days to begin the repairs to the structure.

COMMISSION ACTION:

The Commission is asked to approve Resolution No. B-2418 giving the owners 90 days to begin the repairs to the structures or to start the demolition process, The Commission may also choose another amount of time to be given to the owners.

ATTACHMENT:

Resolution No. B-2418

Photos of the structures



(To Be Published in the Leavenworth Times on March 14, 2026)

RESOLUTION NO. B-2418

A FINDING THAT CERTAIN STRUCTURES HEREIN DESCRIBED ARE UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURES TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the enforcing officer of the City of Leavenworth, Kansas, did on the 5th day of January 2026 file with the Governing Body a statement in writing that certain structures hereinafter described are unsafe or dangerous and should be ordered by the Governing Body to be repaired or demolished; and

WHEREAS, the Governing Body did adopt Resolution No. B-2413 fixing the time and place of a hearing at which the owners, their agents, any lienholders of record, and occupants of such structures could appear and show cause why such structures should not be condemned and ordered repaired or demolished and providing for giving notice thereof as provided by law; and

WHEREAS, Resolution No. B-2413 was published in the official City newspaper on January 17, 2026 and January 24, 2026, and a copy of said Resolution was mailed and served on the owner, agents and/or lienholder of record of such structure as provided by law; and

WHEREAS, on March 10, 2026, the Governing Body heard all evidence submitted by the environmental officer of the City and heard any evidence submitted by the owner, agents, or lienholders of record.

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

Section 1. That the Governing Body hereby finds that the following structures are unsafe and dangerous structures. The owner of each structure is hereby directed to commence repair or removal of such structure on or before that date which is **ninety (90) days** from the date of the publication of this resolution, and if such owner fails to commence such repair or removal within the time stated or fails to diligently prosecute the same until the work is complete, said Governing Body shall cause the structure to be razed and removed and the cost of such razing and removing, less salvage, if any, will be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

The structure is described as: A single-family structure located at **130 Logan Street**. The property is legally described as: Lot 20, Block 32 of Southside Park Subdivision, Leavenworth, Kansas. CAMA 1010104014005000

Section 2. That, in the event such structures are not repaired or removed as provided in and within the time periods established in this Resolution, the City Manager, the City Clerk, the Chief of Police, and the Director of Planning and Community Development, and their respective designees are hereby authorized and directed to cause such structures to be razed and removed in accordance with applicable law and without further action by the Governing Body.

Section 3. Be it further resolved, that the City Clerk shall cause this Resolution to be published once in the official City newspaper, and that a copy of this Resolution shall be mailed by certified mail within three (3) days after its first publication to each owner, agent, lienholder and occupant, at the last known address and marked "deliver to addressee only."

Section 4. This Resolution shall be effective upon its adoption by the City Commission of the City of Leavenworth, Kansas.

PASSED AND ADOPTED by the City Commission of the City of Leavenworth, Kansas, this 10th day of March, 2026.

Nancy D. Bauder, Mayor

{SEAL}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

**POLICY REPORT PWD NO. 26-11
CONSIDER AWARD OF (1) 2026 NEW/UNUSED TRUCK CAB AND CHASSIS
WITH REFUSE COMPACTION BODY**

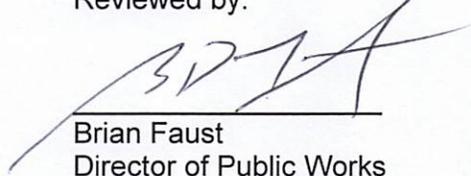
March 10, 2026

Prepared by:

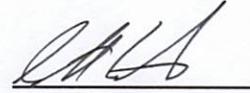


Becky Beaver
Operations Superintendent

Reviewed by:



Brian Faust
Director of Public Works



Scott Peterson,
City Manager

ISSUE:

Consider authorizing the Solid Waste Division to purchase a Refuse Truck consisting of a Freightliner M2 106 Plus with New Way Cobra Magnum Body in the amount of \$272,722.00

BACKGROUND

This purchase is not a replacement; it will bring the fleet to 7 refuse (trash) trucks.

Bid specifications were prepared by staff. After reviewing available purchase options, 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 a five (5) year warranty on the engine and a three (3) year transmission warranty.

BUDGET IMPACT:

The 2026 CIP included funding in the amount of \$270,000.00 to purchase a new trash truck.

POLICY

The City purchasing policy is intended to ensure competition in the purchase of goods and materials by the City. Purchases done under Sourcewell national pricing meet the steps required for competitive bids and proposals in the City of Leavenworth Purchasing Policy.

RECOMMENDATION:

Staff recommends that the City Commission approve the purchase of a 2026 New/Unused Truck Cab and Chassis with Refuse Compaction Body for \$272,722.00. Purchase will be from Elliot Equipment Company 14219 Norby Road, Grandview, MO 64030.

ATTACHMENTS:

- Quote from Elliot Equipment Company
- CIP Sheet



3100 West 76th Street
Davenport, IA 52806
Ph: 563-391-4840

Elliott Sanitation Equip. Co.
1245 Dawes Avenue
Lincoln, NE 68521
Ph: 402-474-4840

4000 SE Beisser Drive
Grimes, IA 50111
Ph: 515-986-4840
Fx: 515-986-9530

14219 Norby Road
Grandview, MO 64030
Ph: 816-761-4840

4400 E 60th Ave
Commerce City, CO 80022
Ph: 303-853-4840

Quote

Date	Quote #
1/16/2026	24269
Proposed Shipping Date	
Stock Unit - 30 days	
Terms	
Net 30	
Rep	
DMH	

City of Leavenworth
100 N 5th St
Leavenworth, KS 66048

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	25RLMAGNUM	<p>*****Sourcewell Proposal*****</p> <p>2026 Freightliner M2 106 Plus series chassis with Cummins L9 350hp diesel engine, Allison 3000RDS automatic transmission, tandem axle, white in color. New Way 25RL Cobra Magnum 25 cubic yard rear loading refuse packer complete with the following: complete mount; hot shift pto with overspeed (pack on the go); kick bar container attachment; (2) Perkins cart tippers; acrylic white in paint; clear coat on body; safety shutdown street side and curbside; side access door ladder; mud flaps on front and rear of tandems; back up camera with audio. Includes 4 year body, hydraulic and cylinder warranties. Includes 5 year engine and aftertreatment and 3 year transmission warranties.</p>	272,722.00	272,722.00

Total \$272,722.00

TO CONFIRM ORDER, SIGN AND RETURN

X _____

**Capital Improvements Program
2026 - 2030
Refuse Fund**

**Purchase an Additional Adjustable Rear Loader with Side Loader Refuse Truck and
Replacement Schedule for Current Fleet of Refuse Trucks**

Purpose / Description:

This allocation provides for the replacement of refuse trucks. Trucks receive a lot of wear and tear as they are on the road 5 days/week collecting residential trash. Trucks are driven to Shawnee, KS to empty at the Waste Management facility. This leads to delays in picking up trash. Refuse trucks are scheduled to be replaced on a regular, rotating basis to keep maintenance costs reasonable.

Comments	Source	Year	Requested	Scheduled
Purchase new refuse truck to bring fleet to 7 units	Refuse Fund	2026	\$ 270,000	\$ 270,000
Replace 2015 Freightliner trash truck (#3383)	"	2027	270,000	270,000
Replace 2018 Freightliner trash truck (#3385)	"	2028	270,000	270,000
"		2029	-	-
Replace 2020 Freightliner trash truck (#3388)	"	2030	270,000	270,000
			\$ 1,080,000	\$ 1,080,000



POLICY REPORT NO. 26-13

CONSIDER AWARD OF (1) 2025 NEW/UNUSED TRUCK CAB
WITH ROLL-OFF BED AND HOIST - SOLID WASTE DIVISION

Date: March 10, 2026

Prepared by:

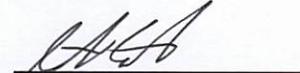


Becky Beaver
Operations Superintendent

Reviewed by:


Brian Faust
Director of Public Works

Approved by:


Scott Peterson
City Manager

ISSUE:

Consider authorizing the Solid Waste Division to purchase a truck cab with roll-off bed and hoist consisting of Freightliner M2 106 Plus.

BACKGROUND:

The equipment (grapple truck) is used for large item pickups and for hauling both recycle boxes and first Saturday boxes down the road. This purchase will replace a 2007 Sterling LT8500 truck cab and roll-off bed and hoist.

The existing truck has 170,609 miles (as of 2/13).

Bid specifications were prepared by staff. After reviewing available purchase options, 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 an extended warranty for the chassis, 24 months for the hoist, 12 months for the pump and Power Take-Off (PTO) and 3 years on the tarp system.

BUDGET IMPACT:

The 2026 CIP included funding in the amount of \$205,000.00 to purchase a new roll-off truck with a grapple capable chassis. The quoted price is \$214,636.00 and the trade-in value of the 2007 Sterling LT8500 is \$11,500.00. Final purchase price after trade-in is \$203,136.00.

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the purchase of a 2025 New/Unused Freightliner Truck Cab and Chassis with the roll-off bed and hoist for \$203,136.00. Purchase will be from Elliot Equipment Company located at 14219 Norby Road, Grandview, MO 64030.

ATTACHMENTS:

- Quote from Elliot Equipment Company
- CIP Sheet



3100 West 76th Street
 Davenport, IA 52806
 Ph: 563-391-4840

Elliott Sanitation Equip. Co.
 1245 Dawes Avenue
 Lincoln, NE 68521
 Ph: 402-474-4840

Quote

Date	Quote #
2/13/2026	24459
Proposed Shipping Date	
Stock	
Terms	
Net 30	
Rep	
KMH	

4000 SE Beisser Drive
 Grimes, IA 50111
 Ph: 515-986-4840
 Fx: 515-986-9530

14219 Norby Road
 Grandview, MO 64030
 Ph: 816-761-4840

4400 E 60th Ave
 Commerce City, CO 80022
 Ph: 303-853-4840

City of Leavenworth
 100 N 5th St
 Leavenworth, KS 66048

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production. Quoted Prices are good for 60 days.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Equipment is due on receipt. Carts, Containers, Parts & service are Net 30 unless otherwise noted on your account. Balances over 30 days from the date of invoice are subject to finance charges up to 1.5% per month.

Qty	Item	Description	Price	Total
1	20226E	****Sourcewell Proposal**** Contract # 032824DAI 2025 Freightliner M2 106 Plus series chassis with Cummins L9 360hp diesel engine, Allison 3000RDS automatic transmission, tandem axle, white in color. Galfab Model OR60174S072F6 series 60,000# outside rail roll-off hoist with hot shift pto, pump, Pioneer tarping system. Includes extended warranties on chassis. Standard warranties on the hoist, pump/pto, and tarper system. VIN: 3ALHCYFE5SDVU4651	214,636.00	214,636.00
	Trade-In	Customer Trade In Discount (2007 Sterling Roll-Off)	-11,500.00	-11,500.00

Total \$203,136.00

TO CONFIRM ORDER, SIGN AND RETURN

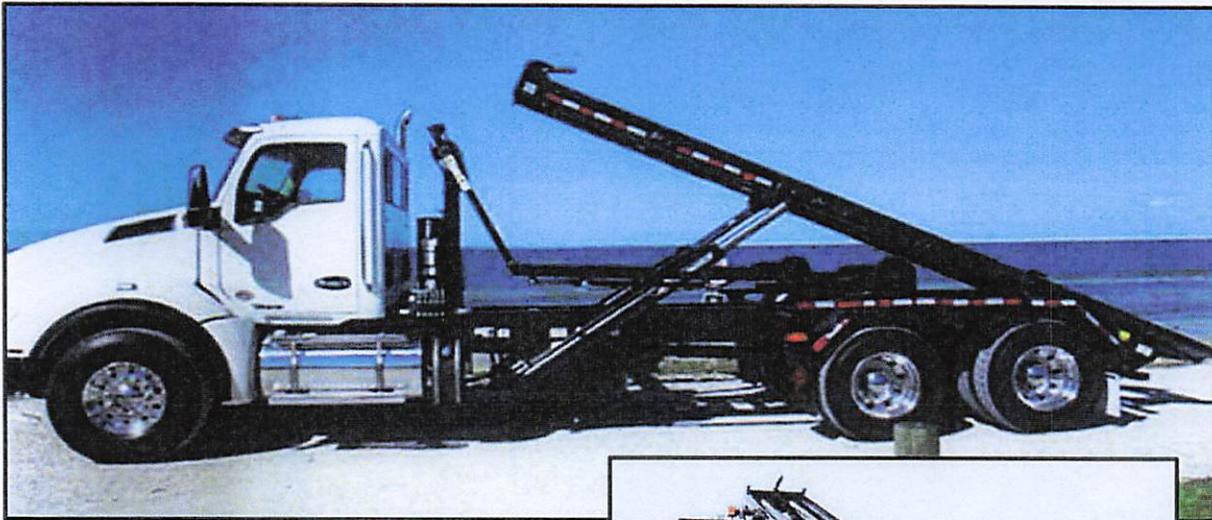
X_____

**Capital Improvements Program
2026 - 2030
Refuse Fund - Replace Sterling Roll-Off Chassis (Grapple Arm Compatible)**

Purpose / Description:

This allocation provides for the replacement of the roll-off truck that is equipped with grapple ready hydraulics. The current unit has over 170,000 miles on it as of 2024. The truck is used to haul recycling and trash. It is also used to operate the grapple box for large item pick-up.

Comments	Source	Year	Requested	Scheduled
Replace 2007 Sterling Roll Off Chassis	Refuse Fund	2026	\$ 205,000	\$ 205,000
		2027	-	-
		2028	-	-
Replace 2011 International Roll Off (#3489)	Refuse Fund	2029	205,000	205,000
		2030	-	-
				\$ 410,000



**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8277
SPECIAL USE FOR A JAIL OR PRISON IN THE I-2, HEAVY INDUSTRIAL
ZONING DISTRICT AT 100 HIGHWAY TERRACE**

MARCH 10, 2026



Sarah Bodensteiner, CMC
City Clerk



Scott Peterson
City Manager

BACKGROUND:

At the February 24, 2026 City Commission regular meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE OVERRIDING THE RECOMMENDATION OF THE PLANNING COMMISSION TO GRANT OR APPROVE THE ISSUANCE OF A SPECIAL USE PERMIT BY MODIFYING OR AMENDING SUCH RECOMMENDATION AND APPROVING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A JAIL OR PRISON IN THE I-2 ZONING DISTRICT, LOCATED AT 100 HIGHWAY TERRACE.

Ordinance No. 8277 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8277

(Summary Published in the Leavenworth Times on March 14, 2026)

ORDINANCE NO. 8277

AN ORDINANCE OVERRIDING THE RECOMMENDATION OF THE PLANNING COMMISSION TO GRANT OR APPROVE THE ISSUANCE OF A SPECIAL USE PERMIT BY MODIFYING OR AMENDING SUCH RECOMMENDATION AND APPROVING THE ISSUANCE OF A SPECIAL USE PERMIT FOR A JAIL OR PRISON IN THE I-2 ZONING DISTRICT, LOCATED AT 100 HIGHWAY TERRACE.

WHEREAS, CoreCivic, Inc., as applicant and as owner, filed with the City of Leavenworth, Kansas (the “City”), an application for a special use permit (2026-02-SUP) to operate a jail or prison (the “Facility”) at that certain real property commonly known and numbered as 100 Highway Terrace, Leavenworth, Kansas, and more particularly described as parcel ID no. 052-094-18-0-20-01-002.00-0, and legally described as LEAV INDUST PARK, S18, T09, R22E, ACRES 19.79, LTS 2-8 BLK 5 LV INDUSTRIAL PAK & LTS 2,4 & 6 BLK 4 BREWER PLACE REPLAT BLKS 3 & 4 LV INDUSTRIAL PARK & VAC HYW TERR (the “Property”); 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 2nd day of February, 2026, in the Commission Chambers, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time for which was as published in the Leavenworth Times newspaper on the 7th day of January, 2026, and notice of which public hearing was mailed on the 7th day of January, 2026, to all property owners as required to be notified by mail under applicable law; and

WHEREAS, after conclusion of the public hearing, and following motion(s) properly made, seconded, and voted upon, the Planning Commission voted 5 to 1 to recommend approval of the special use permit to the Governing Body of the City subject to certain conditions as more particularly set forth in the Planning Commission’s recommendation; and

WHEREAS, pursuant to K.S.A. 12-757(d), when the Planning Commission submits a recommendation of approval, the Governing Body of the City of Leavenworth, Kansas, may override (modify) the Planning Commission’s recommendation of approval by a two-thirds (2/3) vote of the membership of the Governing Body; and

WHEREAS, after consideration of the application, the evidence, and testimony presented to the Governing Body and/or the Planning Commission, including but not limited to those standards for issuance of a special use permit as set forth in Sec. 2.04 of the Development Regulations of the City, and for those reasons set forth in the minutes or records of proceedings of the Governing Body (the terms of which are incorporated herein by this reference), upon a motion made, duly seconded, and passed by a two-thirds majority vote of the membership of the Governing Body, the Governing Body has determined to override (by modifying) the recommendation of approval from the Planning Commission and, with this ordinance, hereby approves and grants the special use permit that is the subject of the above-described application as to the Property, subject to the conditions set forth below and in this ordinance.

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

Section 1. That the above recitals are hereby incorporated into this ordinance as if more particularly set forth herein.

Section 2. That the above-described recommendation of approval by the Planning Commission is hereby overridden (by modification) such that a special use permit (“Special Use Permit”) for a jail or prison shall be and is hereby granted as to the Property and the Facility, subject to the conditions set forth below and in this ordinance.

Section 3. That the Special Use Permit is and shall be subject to the following conditions. Such conditions are necessary and reasonable for the legitimate governmental purposes of protecting the public health, safety, and welfare, including but not limited to those set forth in the City’s Development Regulations. As used herein, the term “CoreCivic” shall mean the applicant (CoreCivic, Inc.) and any current or future owner or operator of the Property and/or the Facility located thereon.

1. CoreCivic shall operate the Property and the Facility in accordance with the Special Use Permit, the City’s Development Regulations, and all applicable federal, state, and local laws (collectively, “Laws”) related to the Property and the Facility. CoreCivic shall obtain and maintain all proper licenses required for operation of the Facility.
2. Promptly following the effective date of the Special Use Permit, CoreCivic will diligently pursue accreditation of the Facility from the American Correction Association (ACA) Commission on Accreditation for Corrections. CoreCivic shall achieve such accreditation within eighteen (18) months of the effective date of the Special Use Permit and provide the City with a copy of the certificate of accreditation documenting the same.
3. CoreCivic shall operate the Property and the Facility (i) in accordance with the National Detention Standards promulgated by the U.S. Department of Homeland Security, Immigration and Customs Enforcement (Revised 2025) or such standards as may be required by any current or subsequent Detention Agreement, and (ii) in accordance with the “Expected Practices” set forth in the Performance-Based Standards and Expected Practices for Adult Local Detention Facilities, 5th Ed. (May 2023), published by the American Correctional Association, as the same may be amended.
4. CoreCivic will provide the City, its agents and employees, access to the Property and the Facility within two (2) business days upon reasonable prior written notice to monitor compliance with the conditions of the Special Use Permit and the Performance Agreement (defined below) and to perform inspections as required to maintain proper licenses required for operation of the Facility. The City, its agents and employees, will be permitted to reasonably document such access and inspections; provided, that subject to City rights or obligations under applicable Laws, the City shall reasonably comply with such measures and protocols for the protection of detainee privacy and Facility security as may reasonably be required by CoreCivic and/or those entities with whom CoreCivic contracts to provide detention services (each, a “Detention Authority”); and further provided, that CoreCivic shall provide the City with written copies of such requirements, measures, and protocols for access and inspection currently in effect at the time of such request for access and inspection.
5. Only adults aged eighteen (18) and older may be detained in the Facility.
6. Within five (5) business days after written City request, CoreCivic will provide a roster to the City of all detainees at the Facility. City agrees that, to the extent permitted by law, such records may be held by the City as correctional records subject to K.S.A. 45-221(a)(29) of the Kansas open records act, as amended. Notwithstanding the foregoing, City acknowledges and agrees that roster release may be subject to prior consent of any

applicable Detention Authority, and the period for CoreCivic's performance under this condition shall be extended for such longer time as is reasonably necessary to obtain such Detention Authority's consent, provided that CoreCivic has requested such consent and provided the City with a written copy of such request within the above-stated five (5) business days.

7. The Special Use Permit will be issued for an initial term of three (3) years (commencing as of the effective date of the Special Use Permit) and, subject to the Development Regulations and any legislative or quasi-judicial determinations within the purview of the City and/or its governing body, shall be subject to continuation for additional terms of five (5) years. Nothing herein shall preclude the City from exercising its rights or remedies under the Development Regulations regarding review, payment of annual Special Use Permit fees under Sec. 2.04.C of the Development Regulations (such fee currently estimated at twenty-five dollars (\$25) per annum), discontinuance, violation, revocation, or rescission of the Special Use Permit or the use of the Property or the Facility, including but not limited to those under Sec. 2.04.C and Sec. 2.04.D of the Development Regulations.
8. As provided in CoreCivic's Letter of Intent to the City dated December 4, 2025, and submitted with its Special Use Permit application (the "Letter of Intent"), and unless otherwise ordered by a court of competent jurisdiction or unless the detainee resided in the City of Leavenworth at the time such detainee was detained, no detainees will be released directly into the City of Leavenworth. Except as set forth herein, all detainees processed through the Facility will be transported (or have their transportation arranged by CoreCivic, whether through a Detention Authority or otherwise) to Kansas City International Airport (MCI), Kansas City Union Station, or to the nearest office of the Detention Authority not located in the City of Leavenworth, Kansas.
9. At any one time, the Facility shall not be used to detain or house more than 1,104 inmates or detainees, its rated capacity. Notwithstanding the foregoing, to accommodate a request for surge capacity, CoreCivic may detain or house inmates or detainees in excess of such capacity only upon prior written approval by the City of Leavenworth Fire Chief.
10. CoreCivic shall have a staffing pattern to effectively staff the Facility in a safe and secure manner. The number, type and distribution of staff as described in the staffing pattern shall be maintained throughout the term of the Special Use Permit. Subject to the remaining provisions of this Condition No. 10, CoreCivic will staff the Facility (whether through employed staff, contracted staff, or otherwise) at a ratio of not less than 0.29 full-time employees or staff (FTEs) per 1.0 inmates or detainees. (By way of example only, assuming a full rated capacity of 1,104 inmates or detainees, and as provided in the Letter of Intent, CoreCivic will staff the Facility with no fewer than 320 FTEs. The number of FTEs may be proportionately lower than this requirement when the Facility is not fully occupied.) Staffing levels shall not fall below a monthly average of 80% of the requirements set forth in this Condition No. 10; however, the use of overtime and temporary staff may be used to fill vacant positions. CoreCivic shall maintain a competitive salary schedule for all personnel, comparable to the applicable U.S. Department of Labor Area Wide Wage Determination. CoreCivic will promptly provide information as the City may reasonably request to confirm compliance with this requirement (with names of employees partially redacted and SSNs fully redacted).
11. CoreCivic will have installed, prior to the holding of any detainees, a new grinder pump pursuant to specifications approved by the City's Director of Public Works. CoreCivic

will install and maintain, at CoreCivic's cost, equipment, personnel, materials, and supplies consistent with commercial industry standards to reasonably prevent negative impacts to the City's sanitary sewer and storm sewer facilities. CoreCivic will provide the City with prompt notice if CoreCivic has reason to believe that foreign objects, chemicals, or other materials have been disposed into City sanitary sewer or storm sewer facilities inappropriately.

12. Within three (3) months after the effective date of the Special Use Permit, CoreCivic will install or re-install a tree-line buffer on the Property between the Facility and those properties located directly to the south of the Facility, with such plantings and caliper of trees as the City may reasonably require.
13. Within two (2) weeks after the effective date of the Special Use Permit, CoreCivic shall provide the City with any current contracts or agreements which CoreCivic has with any Detention Authority for detention services related to the Property or the Facility (each, a "Detention Agreement"). Thereafter, CoreCivic shall promptly provide the City with copies of any amendments to any Detention Agreement. The provision by CoreCivic of any Detention Agreement shall be subject to only such redactions as may be permitted by applicable open-records or freedom-of-information laws. CoreCivic shall promptly inform the City of any actions relating to any Detention Agreement that might impact CoreCivic's authority to operate the Facility under the Special Use Permit. The City shall treat all Detention Agreements as confidential and shall not share or otherwise distribute any Detention Agreements without the express written consent of CoreCivic and, if required, the relevant Detention Authority, unless release or disclosure is otherwise required by law, including pursuant to an open records or freedom of information request, as reasonably determined by the City.
14. The Special Use Permit is subject to the terms and conditions of that certain "Performance Agreement" attached hereto as Attachment 1 and incorporated herein by this reference. The effectiveness of the Special Use Permit shall be contingent and dependent upon the execution by CoreCivic of the Performance Agreement.
15. Nothing in this Special Use Permit or the Performance Agreement shall preclude the City from exercising its rights or remedies under the Development Regulations or applicable Laws regarding discontinuance, violation, revocation, or rescission of the Special Use Permit or the use of the Property or the Facility, including but not limited to those under Sec. 2.04.C and Sec. 2.04.D of the Development Regulations, subject to such rights as to notices and/or hearings as to which CoreCivic may be entitled thereunder. Nothing in this Special Use Permit or the Performance Agreement shall be deemed a waiver by the City or the Leavenworth Police Department ("LPD") of their ability to obtain and act on a search warrant or administrative search warrant for the purposes of ensuring compliance with the City's Development Regulations or of the ability of the City or the LPD to act in accordance with applicable Laws in furtherance of any such search warrants.
16. If any part, term, provision, or condition of this Special Use Permit or the Performance Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Special Use Permit and/or Performance Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

17. CoreCivic will cooperate with the City to establish a community relations board in which CoreCivic will be a participating member; further the City of Leavenworth will appoint its own members and CoreCivic will appoint its own members to said board.

Section 4. That the Performance Agreement is hereby approved and the Mayor, City Manager, and other appropriate City staff are hereby authorized and directed to execute the Performance Agreement on behalf of the City.

Section 5. That, subject to Section 3.13 above (Condition No. 13), this ordinance shall take effect and be in force from and after its passage, approval, and publication in the official City newspaper of the City of Leavenworth, Kansas, as provided by law.

PASSED AND APPROVED by a two-thirds majority vote of the membership of the Leavenworth City Commission on this 10th day of March, 2026.

Nancy D. Bauder, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

ATTACHMENT 1 TO ORDINANCE NO. 8277

[Form of Performance Agreement]

SPECIAL USE PERMIT PERFORMANCE AGREEMENT

THIS SPECIAL USE PERMIT PERFORMANCE AGREEMENT (“Agreement”) is made and entered into effective as of the last date of signature indicated below (the “Effective Date”) by and between the **City of Leavenworth, Kansas**, a Kansas municipal corporation (the “City”), and **CoreCivic, Inc.**, a Maryland corporation (“CoreCivic”), with its principal offices located at 5501 Virginia Way, Suite 110, Brentwood, Tennessee 37027.

WHEREAS, the City is a Kansas municipality with the powers of home rule pursuant to Article 12, Section 5, of the Constitution of the State of Kansas, and pursuant thereto and pursuant to the authority of K.S.A. 12-741 *et seq.*, the City has adopted City-wide zoning and development regulations (the “Development Regulations”) for the protection of the public health, safety, and welfare, and which provide, among other things, for the issuance of special use permits for the operation of a “jail” or “prison” within the City; and

WHEREAS, CoreCivic is the owner of certain real property located at 100 Highway Terrace, Leavenworth, Kansas, Parcel ID No. 052-094-18-0-20-01-002.00-0 (the “Property”), upon which CoreCivic intends to operate a private detention facility (jail or prison) commonly known as the Midwest Regional Reception Center (the “Facility”); and

WHEREAS, CoreCivic intends to utilize the Facility to house certain detainees, including but not limited to those pursuant to one or more separate agreements (each, a “Detention Agreement”) between CoreCivic and certain entities with whom CoreCivic contracts to provide detention services (e.g., the U.S. Department of Homeland Security, Immigration and Customs Enforcement (“ICE”) (each, a “Detention Authority”); and

WHEREAS, CoreCivic applied for a special use permit to operate a jail or prison at the Facility and from the Property (the “Special Use Permit”); and

WHEREAS, contemporaneously herewith, the governing body of the City has approved the Special Use Permit subject to certain conditions set forth therein (the provisions of which Special Use Permit are incorporated herein by this reference, and to which CoreCivic has agreed), including the condition that the effectiveness of the Special Use Permit is subject to and dependent upon the execution of this Agreement; and

WHEREAS, CoreCivic and the City recognize that the use of the Facility for jail or prison purposes requires certain special or additional services from the City and the purpose of this Agreement is to accommodate such services and recognize the additional obligations imposed on the City; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into this Agreement to render assistance to one another to maintain safety, security, and control in accordance with the purpose and these terms set out herein, and this Agreement is entered into in furtherance of the protection of the public health, safety, and welfare;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, CoreCivic and the City hereby agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated and made a part of this Agreement by this reference as if completely set forth in this Agreement.

2. Special Use Permit Conditions.

(a) CoreCivic shall operate the Property and the Facility in accordance with the Special Use Permit, the City's Development Regulations, and all applicable federal, state, and local laws (collectively, "Laws") related to the Property and the Facility. CoreCivic shall obtain and maintain all proper licenses required for operation of the Facility.

(b) Promptly following the effective date of the Special Use Permit, CoreCivic will diligently pursue accreditation of the Facility from the American Correction Association (ACA) Commission on Accreditation for Corrections. CoreCivic shall achieve such accreditation within eighteen (18) months of the effective date of the Special Use Permit and provide the City with a copy of the certificate of accreditation documenting the same.

(c) CoreCivic shall operate the Property and the Facility (i) in accordance with the National Detention Standards promulgated by the U.S. Department of Homeland Security, Immigration and Customs Enforcement (Revised 2025) or such standards as may be required by any current or subsequent Detention Agreement, and (ii) in accordance with the "Expected Practices" set forth in the Performance-Based Standards and Expected Practices for Adult Local Detention Facilities, 5th Ed. (May 2023), published by the American Correctional Association, as the same may be amended.

(d) CoreCivic will provide the City, its agents and employees, access to the Property and the Facility within two (2) business days upon reasonable prior written notice to monitor compliance with the conditions of the Special Use Permit and the Performance Agreement (defined below) and to perform inspections as required to maintain proper licenses required for operation of the Facility. The City, its agents and employees, will be permitted to reasonably document such access and inspections; provided, that subject to City rights or obligations under applicable Laws, the City shall reasonably comply with such measures and protocols for the protection of detainee privacy and Facility security as may reasonably be required by CoreCivic and/or any Detention Authority; and further provided, that CoreCivic shall provide the City with written copies of such requirements, measures, and protocols for access and inspection currently in effect at the time of such request for access and inspection.

(e) Only adults aged eighteen (18) and older may be detained in the Facility.

(f) Within five (5) business days after written City request, CoreCivic will provide a roster to the City of all detainees at the Facility. City agrees that, to the extent permitted by law, such records may be held by the City as correctional records subject to K.S.A. 45-221(a)(29) of the Kansas open records act, as amended. Notwithstanding the foregoing, City acknowledges and agrees that roster release may be subject to prior consent of any applicable Detention Authority, and the period for CoreCivic's performance under this condition shall be extended for such longer time as is reasonably necessary to obtain such Detention Authority's consent, provided that CoreCivic has requested such consent and provided the City with a written copy of such request within the above-stated five (5) business days.

(g) As provided in CoreCivic's Letter of Intent to the City dated December 4, 2025, and submitted with its Special Use Permit application (the "Letter of Intent"), and unless otherwise ordered by a court of competent jurisdiction or unless the detainee resided in the City of Leavenworth at the time such detainee was detained, no detainees will be released directly into the City of Leavenworth. Except as set forth herein, all detainees processed through the Facility will be transported (or have their transportation arranged by CoreCivic, whether through a Detention Authority or otherwise) to Kansas City International

Airport (MCI), Kansas City Union Station, or to the nearest office of the Detention Authority not located in the City of Leavenworth, Kansas.

(h) CoreCivic agrees that, at any one time, the Facility shall not be used to detain or house more than 1,104 inmates or detainees, its rated capacity. Notwithstanding the foregoing, to accommodate a request for surge capacity, CoreCivic may detain or house inmates or detainees in excess of such capacity only upon prior written approval by the City of Leavenworth Fire Chief.

(i) CoreCivic shall have a staffing pattern to effectively staff the Facility in a safe and secure manner. The number, type and distribution of staff as described in the staffing pattern shall be maintained throughout the term of the Special Use Permit. Subject to the remaining provisions of this Section 2(i), CoreCivic will staff the Facility (whether through employed staff, contracted staff, or otherwise) at a ratio of not less than 0.29 full-time employees or staff (FTEs) per 1.0 inmates or detainees. (By way of example only, assuming a full rated capacity of 1,104 inmates or detainees, and as provided in the Letter of Intent, CoreCivic will staff the Facility with no fewer than 320 FTEs. The number of FTEs may be proportionately lower than this requirement when the Facility is not fully occupied.) Staffing levels shall not fall below a monthly average of 80% of the requirements set forth in this Section 2(i); however, the use of overtime and temporary staff may be used to fill vacant positions. CoreCivic shall maintain a competitive salary schedule for all personnel, comparable to the applicable U.S. Department of Labor Area Wide Wage Determination. CoreCivic will promptly provide information as the City may reasonably request to confirm compliance with this requirement (with names of employees partially redacted and SSNs fully redacted).

(j) CoreCivic will have installed, prior to the holding of any detainees, a new grinder pump pursuant to specifications approved by the City's Director of Public Works. CoreCivic will install and maintain, at CoreCivic's cost, equipment, personnel, materials, and supplies consistent with commercial industry standards to reasonably prevent negative impacts to the City's sanitary sewer and storm sewer facilities. CoreCivic will provide the City with prompt notice if CoreCivic has reason to believe that foreign objects, chemicals, or other materials have been disposed into City sanitary sewer or storm sewer facilities inappropriately.

(k) Within three (3) months after the effective date of the Special Use Permit, CoreCivic will install or re-install a tree-line buffer on the Property between the Facility and those properties located directly to the south of the Facility, with such plantings and caliper of trees as the City may reasonably require.

(l) Within two (2) weeks after the effective date of the Special Use Permit, CoreCivic shall provide the City with any current Detention Agreement. Thereafter, CoreCivic shall promptly provide the City with copies of any amendments to any Detention Agreement. The provision by CoreCivic of any Detention Agreement shall be subject to only such redactions as may be permitted by applicable open-records or freedom-of-information laws. CoreCivic shall promptly inform the City of any actions relating to any Detention Agreement that might impact CoreCivic's authority to operate the Facility under the Special Use Permit. The City shall treat all Detention Agreements as confidential and shall not share or otherwise distribute any Detention Agreements without the express written consent of CoreCivic and, if required, the relevant Detention Authority, unless release or disclosure is otherwise required by law, including pursuant to an open records or freedom of information request, as reasonably determined by the City.

(m) CoreCivic will cooperate with the City to establish a community corrections advisory board in which CoreCivic will be a participating member; further the City of Leavenworth will appoint its own members and CoreCivic will appoint its own members to said board.

3. Police Department Provisions.

(a) Within ninety (90) days after the Effective Date of this Agreement, CoreCivic will implement an emergency response plan for the Facility in accordance with standards promulgated by the American Correctional Association (ACA). In the event of an incident occurring at Facility, CoreCivic, through an appointed and designated liaison who is trained to notify law enforcement agencies and request resources (the "Facility Liaison"), will promptly contact the City and the Leavenworth Police Department ("LPD"). Notwithstanding anything in this Agreement to the contrary, the City and LPD do not guarantee that any services, personnel, or equipment will be available to respond to any incident.

(b) CoreCivic and the Facility Liaison shall promptly communicate with the City and LPD regarding any list provided to CoreCivic for inmates or detainees who need to be transported to make an appearance in the City's Municipal Court. CoreCivic and the Facility Liaison will work with the City and LPD to make sure that inmates or detainees are transported to Municipal Court as requested. CoreCivic shall make the City and LPD aware of any inmates or detainees who are no longer at the Facility once the list of court appearances is presented to CoreCivic.

(c) CoreCivic shall cooperate with criminal investigations conducted by LPD. The City understands that any Detention Authority may require Facility residents to receive prior approval of such Detention Authority before LPD can visit with them. CoreCivic will use its best efforts to provide prompt notification and coordination services so that the City and LPD may conduct prompt, thorough, objective, and fair investigations, which includes interviewing both alleged victims and perpetrators. If a CoreCivic employee is the alleged victim of a crime, CoreCivic will cooperate with the City and the LPD to provide access to the victim and any witnesses with reasonable promptness in a manner that does not compromise the safety of CoreCivic employees, inmates, residents or City/LPD officers, employees, or agents. CoreCivic shall encourage staff to comply with requests of the City/LPD if they report alleged crimes to the City/LPD. If a resident or detainee is involved in an alleged crime at the Facility but is scheduled to be deported, CoreCivic shall inform the City/LPD of this in a timely manner.

(d) If City or LPD officers, employees, or agents are called to or otherwise determine that they must access the Property or Facility to investigate criminal activity, CoreCivic will provide such officers, employees, and agents with reasonably-expedited security screening. Such officers, employees, and agents shall be directed to leave weapons in their vehicles or in a lock box at the Facility. Such officers, employees, and agents may be checked for contraband via routine measures. City/LPD officers, employees, and agents shall be allowed to retain and wear their footwear and body-worn cameras after a security check, and to bring in such other photographic instruments, computers, and phones as may be reasonably necessary in order for City/LPD officers, employees, and agents to conduct their work.

(e) If City/LPD officers, employees, or agents are called to or otherwise determine that they must access the Property or the Facility to investigate criminal activity, CoreCivic shall provide the City/LPD with access to videos of the incidents upon request. City and LPD acknowledge that a Detention Authority may have ownership interests in video footage produced at the Facility. CoreCivic shall ensure that video footage of any event is preserved and shall promptly seek permission to make a copy for the City/LPD from such Detention Authority if requested.

(f) CoreCivic understands the importance of communication with all levels of law enforcement in the event of an emergency. The ability to communicate quickly and efficiently increases the probability of success in any given crisis. In the case of a riot, hostage situation, or other serious disturbance, CoreCivic shall immediately notify local, state, and federal law enforcement officials including LPD. The ultimate responsibility for any incident or escape shall be determined by responding law

enforcement agencies. CoreCivic affirms its commitment to communicate with and support all responding law enforcement agencies in emergency situations at the Facility.

4. Administrative Fees and Police Service Fees.

(a) Within five (5) days after the Effective Date, and in order to compensate the City for the City's incremental costs associated with operation of the Facility, CoreCivic has offered and shall pay to the City a one-time fee of \$1,500,000.00 (US).

(b) During the term of this Agreement, CoreCivic has offered and shall pay to the City a monthly impact fee of \$12,500.00 (\$150,000.00 per annum) for the routine law enforcement support provided by the LPD for the Facility. Such amounts shall be due and payable in advance commencing on the Effective Date and then, thereafter, on or before the first (1st) day of each calendar month thereafter. Payments for any partial months shall be prorated on a per diem basis. Notwithstanding the foregoing, during such times as CoreCivic is not housing any inmates or detainees at the Facility, CoreCivic shall not be required to pay any fees pursuant to this Section 4(b).

(c) During the term of this Agreement, CoreCivic has offered and shall pay to the City a monthly impact fee of \$20,833.33 (\$250,000.00 per annum) as an additional administrative fee for the City's administration of the Special Use Permit and this Agreement, and to compensate the City for the City's incremental costs associated with operation of the Facility. Such amounts shall be due and payable in advance commencing on the Effective Date and then, thereafter, on or before the first (1st) day of each calendar month thereafter. Payments for any partial months shall be prorated on a per diem basis. Notwithstanding the foregoing, during such times as CoreCivic is not housing any inmates or detainees at the Facility, CoreCivic shall not be required to pay any fees pursuant to this Section 4(c).

5. Term. Unless earlier terminated as provided herein, this Agreement shall be for the duration of the Special Use Permit and shall terminate without further action of the City or CoreCivic upon the termination of the Special Use Permit by the City or upon the expiration of the Special Use Permit, whichever occurs earlier. Provided this Agreement is still in effect upon the fifth anniversary of the Effective Date of this Agreement, and at least every five (5) calendar years thereafter, the City and CoreCivic shall meet in good faith to review the terms of this Agreement.

6. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") under this Agreement: A material failure by CoreCivic to perform and observe, or a material violation or breach of, any other provision in this Agreement and such failure or breach shall continue for a period of thirty (30) days after written notice thereof is given by City to CoreCivic (or if such default is of a nature that it cannot be reasonably cured within such period, such period shall be extended for such longer time as is reasonably necessary, not to exceed ninety (90) days, provided that CoreCivic has commenced to cure such default within said initial cure-period of thirty (30) days and is actively, diligently, and in good faith proceeding with continuity to remedy such default).

7. Remedies. If any Event of Default shall have occurred and be continuing, City shall have the following rights and remedies, in addition to any other rights and remedies provided under the Special Use Permit, the Development Regulations, and other applicable Laws:

(a) The City shall have the right to terminate this Agreement or terminate CoreCivic's rights under this Agreement. The City may also terminate the Special Use Permit in accordance with such processes as may be set forth in the Development Regulations.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus, injunction, or other proceeding to enforce the duties and obligations of CoreCivic as set forth in this Agreement; to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such CoreCivic Event of Default.

Nothing in this Agreement shall require an Event of Default under this Agreement by CoreCivic as a condition precedent to the City taking such actions as to the Property, the Facility, and/or the Special Use Permit as may be allowed or provided for under the Special Use Permit, the Development Regulations, and other applicable Laws to enforce the provisions of the Special Use Permit.

8. **Indemnity.** To the fullest extent permitted by law, CoreCivic shall indemnify, defend, and hold harmless the City, its officers, employees, and governing body members, from liability and any claims, suits, losses, judgments, and damages, as determined in a non-appealable final determination by a court of competent jurisdiction, arising from or related to CoreCivic's ownership or operation of the Facility (including but not limited to any habeas corpus or Section 1983/Bivens action brought by a detainee of the Facility), and/or CoreCivic's acts and/or omissions in the performance of the Special Use Permit, this Agreement, or any Detention Agreement. Nothing herein shall be construed to require CoreCivic to defend or indemnify any party for any claims, lawsuits, damages, expenses, costs, or losses arising from (i) the acts or omissions of the City, its departments, its officers, agents or employees, or (ii) allegations regarding the City's authority to enter into this Agreement.

9. **Non-Waiver.** Nothing herein shall preclude the City from exercising its rights or remedies under the Development Regulations regarding discontinuance, violation, revocation, or rescission of the Special Use Permit or the use of the Property or the Facility, including but not limited to those under Sec. 2.04.C and Sec. 2.04.D of the Development Regulations. Nothing in this Agreement shall be deemed a waiver by the City or the LPD of their ability to obtain and act on a search warrant or administrative search warrant for the purposes of ensuring compliance with the City's Development Regulations or of the ability of the City or the LPD to act in accordance with applicable Laws in furtherance of any such search warrants.

10. **Run with the Land.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs and permitted successors and assigns and shall run with the land constituting the Property. The City shall be permitted to record a memorandum describing this Agreement in the land records of Leavenworth County, Kansas, in the form attached hereto as Exhibit A. CoreCivic represents and warrants to the City that the provisions of the Special Use Permit and this Performance Agreement do not and will not conflict with any provision of any Detention Agreement.

11. **Notices.** All notices sent pursuant to this Agreement shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by email, or (d) by commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

City: City of Leavenworth, Kansas
City Manager
100 N. 5th Street
Leavenworth, Kansas 66048
Scott.Peterson@leavenworthks.gov

CoreCivic: Cole Carter
General Counsel
CoreCivic

5501 Virginia Way, Suite 110
Brentwood, TN 37027
Cole.Carter@CoreCivic.com

12. Miscellaneous. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person or entity, including detainees housed pursuant to any Detention Agreement. This Agreement shall be interpreted by the laws of the State of Kansas, and courts within Kansas shall preside over any legal action filed to enforce or interpret this Agreement. This Agreement shall not be altered, changed, or amended except in writing executed by both parties. Together with the Special Use Permit, this Agreement incorporates all the agreements, covenants, and understandings between the parties. Other than the Special Use Permit, no prior contract or understandings, verbal or otherwise, of the parties and/or their agents shall be valid or enforceable unless embodied in this Agreement. No waiver of any breach of the terms or conditions of this Agreement shall be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing signed by the party charged. If any part, term, provision, or condition of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

CITY OF LEAVENWORTH, KANSAS

CORECIVIC, INC.

By: _____
Scott Peterson
City Manager

By: _____
Printed Name: _____

Date: _____

Title: _____

ATTEST:

Date: _____

By: _____
Sarah Bodensteiner, CMC
City Clerk

6. The Performance Agreement provides, among other things, for the payment of certain administrative and law enforcement fees and costs, the conditions upon which the Special Use Permit was issued, and certain cooperative agreements between the City and CoreCivic. The Performance Agreement is incorporated herein by this reference and notice is hereby given of the Performance Agreement and all of its terms, covenants, and conditions to the same extent as if the Performance Agreement were fully set forth herein. This Memorandum does not purport to show all of the terms and provisions of the Performance Agreement and is not a complete summary of the Performance Agreement or the obligations of the parties with respect thereto. The provisions of this Memorandum shall not be construed to interpret, vary, or modify the terms, covenants, conditions, and provisions of the Performance Agreement and, in the event of any conflict between the terms hereof and the terms of the Performance Agreement, the terms of the Performance Agreement shall be exclusively controlling.

IN WITNESS WHEREOF, the City has executed this Memorandum as of the day and year written below.

CITY OF LEAVENWORTH, KANSAS

By: _____

Printed Name: _____

Title: _____

Date: _____

On this ____ day of _____, 2026, before me, a Notary Public in and for said state, personally appeared [insert name] _____, who being by me duly sworn did say that (s)he is the [insert title] _____ of the City of Leavenworth, Kansas, a Kansas municipal corporation, and that the within instrument was signed and sealed in behalf of said municipal corporation by authority of its governing body, and acknowledged said instrument to be the free act and deed of said municipal corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public (signature)

Notary Public (printed name)

My Commission Expires:
