



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, SEPTEMBER 8, 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

PROCLAMATIONS:

1. Proclamations (pg. 02)
 - a. Leavenworth Awareness Walk
 - b. Constitution Week

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from August 25, 2026 Regular Meeting **Action:** Motion (pg. 04)

Second Consideration Ordinances:

3. Second Consideration Ordinance No. 8291 for Text Amendments to the Development Regulations **Action:** Roll Call Vote (pg. 10)

NEW BUSINESS:

Public Comment: *Public comments are 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:

4. Mayor's Appointments **Action:** Motion (pg. 38)
5. Consider Request Regarding Special Assessment for Grass and Weeds for 325 Kiowa Street **Action:** Motion (pg. 39)
6. Employee Benefit Plan Renewal **Action:** Motion (pg. 41)

Bids, Contracts and Agreements:

7. Consider Approval to Purchase Mobile Data Terminals for the Police Department **Action:** Motion (pg. 43)
8. Consider Renewal of MOU with The Guidance Center for Mental Health Co-Responder **Action:** Motion (pg. 53)
9. Consider Approval to Purchase Microsoft 365 Licensing Subscriptions **Action:** Motion (pg. 65)
10. Consider Approval of Pipeline Easement with Southern Star Gas for Centennial Bridge Project **Action:** Motion (pg. 69)

First Consideration Ordinances:

11. First Consideration Ordinance to Adopt Standard Traffic Ordinance 53rd Edition **Action:** Consensus (pg. 85)
12. First Consideration Ordinance to Adopt Uniform Public Offense Code 42nd Edition **Action:** Consensus (pg. 90)
13. First Consideration Ordinance to Amend Chapter 44 Section 87 No Parking Anytime **Action:** Consensus (pg. 94)
14. First Consideration Ordinance Establishing a Moratorium Related to Data Centers **Action:** Consensus (pg. 98)

Consent Agenda:

Claims for August 21, 2026 through September 3, 2026, in the amount of \$5,077,461.35; Net amount for Payroll #16 effective August 21, 2026 in the amount of \$467,328.55 (Includes Police & Fire Pension in the amount of \$7,538.40).

Action: Motion

Other:

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

WHEREAS, *the Leavenworth Awareness Walk (LAW) is a beacon of remembrance and unity within our community. This annual event was established in 2018 in memory of Brother Michael Law, a devout Christian, retired Soldier, community leader, and an exemplary past fraternity chapter president. Brother Michael Law served as a chapter president in our beloved fraternity. He played an instrumental role in shaping the lives of countless young individuals as a father figure and mentor; and*

WHEREAS, *The Leavenworth Awareness Walk serves a dual purpose, one that keeps alive the memory of a man who was a tremendous advocate for local scholarships, a loving husband, a proud father, and a father figure and mentor to youth in the community; and*

WHEREAS, *the walk also empowers our community by raising scholarship funds, providing educational opportunities, and fostering awareness about issues that matter deeply to us. The Pi Omicron Lambda Chapter of Alpha Pi Alpha Fraternity, Inc., has raised over \$30,000 for deserving students; and*

WHEREAS, *the Leavenworth Awareness Walk unites us in a collective effort to continue Brother Michael Law's mission of making a positive impact on the lives of others and strengthening the bonds within our community.*

NOW, THEREFORE, *I Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby recognize and commemorate the significance of:*

The Leavenworth Awareness Walk

as a symbol of unity, hope and empowerment. We pledge to walk together, side by side, in solidarity as we strive to create a brighter future for our youth through scholarships and to raise awareness of organizations and causes in our community.

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

Nancy D. Bader, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *September 17, 2026 marks the two hundred thirty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and*

WHEREAS, *it is fitting and proper to accord official recognition to this magnificent document, its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and*

WHEREAS, *Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through the 23rd as Constitution Week.*

NOW, THEREFORE, *I Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby proclaim September 17 through 23, 2026 as:*

Constitution Week

and urge all citizens to study the constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this eighth day of September 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, August 25, 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 and Joe Wilson. Absent: Commissioner Holly Pittman.

Staff members present: City Manager Scott Peterson, Finance Director Andrew See, Deputy Finance Director Rhonda Miller, Public Works Director Brian Faust, Planning & Community Development Director Kim Portillo, Human Resources Director Sari Maple, Chief of Police Patrick Kitchens, Fire Chief Gary Birch, WPC Superintendent Tim Guardado, WPC Assistant Superintendent Jon Lemke, 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 August 11, 2026 regular meeting. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Second Consideration Ordinances:

Second Consideration Ordinance No. 8288 Amending Article IV of Chapter 2 of the Code of Ordinances – City Manager Scott Peterson reviewed the Ordinance. There have been no changes since first introduced at the August 11, 2026 regular meeting.

Mayor Bauder called the roll and Ordinance No. 8288 was unanimously approved.

Second Consideration Ordinance No. 8289 Amending Section 11.01 of Article II of Appendix A of the Code of Ordinances – City Manager Scott Peterson reviewed the Ordinance. There have been no changes since first introduced at the August 11, 2026 regular meeting.

Mayor Bauder called the roll and Ordinance No. 8289 was unanimously approved.

Second Consideration Ordinance No. 8290 Amending Chapter 36, Including Sections 36-1 through 36-25 of the Code of Ordinances – City Manager Scott Peterson reviewed the Ordinance. There have been no changes since first introduced at the August 11, 2026 regular meeting.

Mayor Bauder called the roll and Ordinance No. 8290 was unanimously approved.

NEW BUSINESS:

Public Comment:

John Fleming, 1823 Shawnee St.:

- Appreciated the Commission's time
- Noted if the city needs money, he's their guy

Mike Minard, 114 N. 18th St.:

- Thanked Commissioners for hearing the firefighters with their desire for collective bargaining
- Appreciate the time all involved have given on this effort

Public Hearing:**Public Hearing Exceeding of the Revenue Neutral Rate:****Open Public Hearing:**

Commissioner Maxwell moved to open the public hearing. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Staff Presentation:

City Manager Scott Peterson presented the City of Leavenworth's intent to exceed the Revenue Neutral Rate (RNR), as required under Kansas statute. As presented during the 2027 budget process, the City's proposed budget will exceed the RNR. The Leavenworth Public Library is also proposing to exceed the RNR, which will further impact the City of Leavenworth's calculated RNR. As a result, the City's proposed budget will exceed the RNR as defined by statute.

Citizen Comments:

Melinda and Michael Coleman, 623 Seneca St:

- 5th generation residents and proud to be citizens for Leavenworth
- Concerned about increases in taxes and valuations each year and being able to afford home in retirement
- Asked Commission to keep taxes low

Laura Fowler, 2324 S 24th St.:

- Asked Commissioners to consider revenue neutral
- Enjoyed the community of Leavenworth
- Continued increases are not sustainable
- Wants to know what the extra money the city receives is being spent on

Close Public Hearing:

Commissioner Hollister moved to close the public hearing. Commissioner Maxwell seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Consider Resolution B-2429 – Approval to Exceed Revenue Neutral Rate:

Commissioner Bauder moved to approve Resolution B-2429 – Approval to Exceed the Revenue Neutral Rate. Commissioner Wilson seconded the motion. Mayor Bauder called the roll for Resolution B-2429 for Approval to Exceed the Revenue Neutral Rate. Resolution B-2429 was unanimously approved. Mayor Bauder declared Resolution B-2429 approved 4-0.

Public Hearing on 2027 Operating and 2027-2031 Capital Budgets:

Open Public Hearing:

Commissioner Hollister moved to open the public hearing. Commissioner Maxwell seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Staff Presentation:

City Manager Scott Peterson referenced the Transmittal Letter and Addendum by the Finance Department that was included in the policy report that outlines the budget

Citizen Comments:

Laura Fowler, 2324 S. 24th St.:

- Asked about why businesses closed from the last time she lived in Leavenworth

John Fleming, 1823 Shawnee St.:

- Asked the Commissioners about their plan for generating money

Close Public Hearing:

Commissioner Maxwell moved to close the public hearing. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Adopt the 2027 Operating and Capital Budgets:

Mayor Bauder called the roll to Adopt the 2027 Operating and 2027-2031 Capital Budgets. Adoption of the 2027 Operating and 2027-2031 Capital Budgets was unanimously approved by roll call vote, 4-0.

Consider Resolution B-2430 – Approval of 2027 Housing Budget for Planters II:

Commissioner Hollister moved to approve Resolution B-2430 - Approval of the 2027 Housing Budget for Planters II. Commissioner Maxwell seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Resolutions:

Resolution B-2431 Ten Penny Tailgate Special Event Street Closure for Possession & Consumption of Alcohol – City Clerk Sarah Bodensteiner presented for consideration a resolution designating the Ten Penny Tailgate as a Special Event and authorizing the possession and consumption of alcoholic liquor within the designated event area pursuant to K.S.A. 41-719. The event is scheduled for September 14, 2026, and will be held at Ten Penny Sports Bar and Grill and on a portion of S 6th Street from Cherokee Street to the entrance of the alleyway. Approval of the Resolution is required under state statute to permit alcoholic beverages within the designated festival area. The approved street closure area will be closed during the event, and the alcohol-friendly area will be clearly marked in accordance with state law.

Commissioner Maxwell moved to approve and adopt Resolution B-2431 as presented. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Resolution B-2432 Notice of Public Hearing for Creation of a STAR Bond District – City Manager Scott Peterson presented for consideration Resolution B-2432, which sets a public hearing for October 13, 2026, at 6:00 p.m. at Leavenworth City Hall regarding the proposed establishment of a STAR Bond Project District for redevelopment associated with the former Leavenworth Plaza Mall site. The proposed district follows the Commission’s November 2025 approval of a Resolution of Support for Leavenworth Destination Development, LLC’s STAR Bond financing application and would allow the project to proceed through the statutory review and approval process. Resolution B-2432 provides the required notice, identifies the proposed district boundaries and plan, and outlines applicable or anticipated tax incentives and locations where the district information may be reviewed. Following adoption, required notices will be provided to affected governmental entities, property owners and occupants, and the public through newspaper publication and the City’s website. Adoption of the resolution does not establish the district or approve a STAR Bond Project Plan; following the October 13th public hearing, the Commission may consider establishing the district in accordance with Kansas law and subject to the required determination by the Kansas Secretary of Commerce.

Commissioner Hollister moved to approve and adopt Resolution B-2432 setting the public hearing for the proposed STAR Bond District for October 13, 2026. Commissioner Maxwell seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Resolution B-2433 Setting Policy Regarding Fire Department Employee Organization - City Manager Scott Peterson presented for consideration Resolution B-2433, a proposed process for City employees to form employee groups for representation in discussions regarding personnel matters, with the Leavenworth Fire Department serving as the pilot program. Based on August 18, 2026, Study Session, eligible Fire Department employees in the classifications of Firefighter, Driver, and Captain would be permitted to participate in a secret ballot election to determine whether to adopt an employee group, while Battalion Chiefs and higher classifications would be excluded as managerial employees. The proposed resolution would require a petition signed by at least 30% of eligible employees before an election could be held, with at least 50% of eligible voters required to approve adoption of an employee group. If approved, the City could begin discussions with the elected representatives in accordance with the requirements outlined in Section VI of the proposed resolution.

Commissioner Hollister moved to approve and adopt Resolution B-2433 as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Bids, Contracts and Agreements:

Consider Award of Design Services Contract for 10th Avenue & Eisenhower Improvements Project – Public Works Director Brian Faust presented for consideration a design services contract for improvements at the intersection of 10th Avenue and Eisenhower along with sidewalk and sight distance improvements along 10th Avenue up to Wellington. The design is associated with a cost-share grant the city received through the Kansas Department of Transportation. The intersection of 10th Avenue and Eisenhower was identified in our Vision Zero Plan as a location with a high crash history. Residents that attended public meetings or input information in our Vision Zero interactive map highlighted this location as dangerous. Based on the number of concerns raised at this location, the city, working with WSP, submitted a cost-share grant request to KDOT to help fund needed improvements. The city was awarded a construction-phase grant that covers 67% of the construction cost up to a maximum of \$620,244.00. The city is responsible for 33%

of the construction costs along with 100% of the design and inspection. The design will include the following: modifying the traffic signals to include a protected left turn lane for traffic that is eastbound on Eisenhower, ADA upgrades at the intersection, filling in sidewalk and ADA ramp gaps along the west side of 10th Avenue from Eisenhower to Wellington, and improvements to sight distance at the north exit from Walmart onto 10th Avenue. The city selected WSP through the Qualifications Base Selection process to create our Vision Zero Action Plan as part of the Safe Streets and Roads for All (SS4A) grant. We have continued utilizing their expertise for Vision Zero related grant applications and design. Funding for the design is available through the Grant Matching Fund.

Commissioner Maxwell moved to authorize the Mayor to execute a Design Services Contract for Leavenworth's Safe Street Approach to 10th Avenue with WSP USA, Inc., in an amount not to exceed \$79,952.14. Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Consider Award of Bid for WPC Air Handler Unit Removal and Replacement Project – Public Works
Director Brian Faust presented for consideration an award of bid for the Air Handler Unit removal and replacement project. The air handling systems in the press building were installed in the 1990s and needs replacement. The air handler is used to bring fresh air into the press building and provides heat and A/C to the building. Due to the age of the equipment, the existing air handler is approaching the end of its expected service life. Continued operation of the aging system increases the potential for equipment failures, reduced reliability, difficulties obtaining replacement parts and increased maintenance requirements. The new air handling equipment will be more efficient and will improve environmental conditions for employees and stored materials. The proposed project will replace the existing air-handling equipment with a new unit appropriately sized for the areas served and compatible with the existing building systems. The new system was advertised for bids and four bids were received. The 2026 Capital Improvements Plan included \$160,000 to replace the WPC Air Handler Unit.

Commissioner Hollister moved to award the bid for the replacement of the WPC Air Handler Unit Removal and Replacement to D'Agostino Mechanical Contractors Inc., in an amount not to exceed \$92,995.00. Commissioner Maxwell seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

First Consideration Ordinances:

First Consideration Ordinance for Text Amendments to the Development Regulations – Planning & Community Development
Director Kim Portillo presented for first consideration an ordinance to amend the Development Regulations. After a year-long comprehensive update process, daily usage of the Regulations by Staff, several minor items have arisen that may necessitate updating. This process is not uncommon and it is anticipated that an annual review of the Development Regulations will be conducted in order to ensure that they remain up to date and comprehensive. Amendments include:

- Table A1-1, Table of Permitted Uses
- Table 4-01 Zoning District Dimension Standards
- Table 6-04
- Section 6.06.C.2
- Section 8.04.B, 8.12A.2 Sign Permits
- Section 8.04.C items 8 and 24 Signs Excluded from Permit

- Section 8.15.A.1 Nonconforming, Hazardous, Illegal and Prohibited Signs
- Section 9.15.B.7 Minor Administrative Reviews
- Section 9.16.F Signs
- Section 10.02.E Wind Energy
- Section 11.03.B.1 Powers and Jurisdictions-Variations
- Section 11.04.B.1.a Applications-Appeals
- Section 11.04.B.2.b Applications-Variations
- Article 12 Definitions

The Planning Commission considered this item at their August 3, 2026 meeting and voted to recommend approval.

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

Consent Agenda:

Commissioner Wilson moved to approve claims for August 7, 2026 through August 20, 2026, in the amount of \$1/041/034.60; Net amount for Payroll # 16 effective August 7, 2026 in the amount of \$449,873.30 (No Police & Fire Pension). Commissioner Hollister seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 4-0.

Other:

City Manager Scott Peterson:

- Excited that we have an employment offer for the PIO/Grant Writer position

Commissioner Maxwell:

- Noted that the city is trying it's best with the budget and we are working hard to make progress

Commissioner Hollister:

- Noted the LV Arts in Park was great event this past weekend

Commissioner Wilson:

- Noted the Council on Aging event was a really nice event supporting our seniors

Mayor Bauder:

- Provided kudos to Commissioner Hollister with her work on the LV Arts in the Park event

Adjournment:

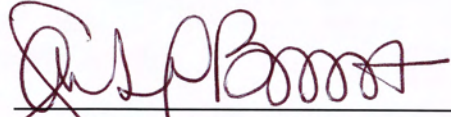
Commissioner Maxwell moved to adjourn the meeting. Commissioner Hollister seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 6:53 p.m.

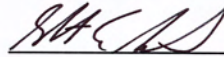
Minutes taken by City Clerk Sarah Bodensteiner, CMC

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8291
AMENDING VARIOUS SECTIONS OF APPENDIX A OF THE
CODE OF ORDINANCES, DEVELOPMENT REGULATIONS.**

SEPTEMBER 8, 2026



Sarah Bodensteiner, CMC
City Clerk



Scott Peterson
City Manager

BACKGROUND:

At the August 25, 2026, City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF APPENDIX A OF THE CODE
OF ORDINANCES, DEVELOPMENT REGULATIONS, OF THE CITY OF
LEAVENWORTH, KANSAS BY AMENDING AND PROVIDING ADDITIONAL AND
SUBSTITUTE PROVISIONS.**

There have been no changes to the ordinance since first introduced. Ordinance No. 8291 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8291

(Summary Publish in the Leavenworth Times on September 12, 2026)

ORDINANCE NO. 8291

AN ORDINANCE AMENDING VARIOUS SECTIONS OF APPENDIX A OF THE CODE OF ORDINANCES, DEVELOPMENT REGULATIONS, OF THE CITY OF LEAVENWORTH, KANSAS BY AMENDING AND PROVIDING ADDITIONAL AND SUBSTITUTE PROVISIONS.

WHEREAS, an ordinance of the City of Leavenworth, Kansas, Amending various sections of Appendix A; Development Regulations of the Code of Ordinances; repealing any and all other ordinances and parts of ordinances in conflict therewith.

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

Section 1. That the following amendments to sections Appendix Use Table A1-1, Table 4-01, Table 6-04, 6.06, 8.04, 8.15, 9.15, 9.16, 10.02, 11.03, 11.04, and Article 12 of the Development Regulations; Appendix A of the City Code of Ordinances, City of Leavenworth, Kansas be and are hereby repealed and amended to read as follows:

APPENDIX USE TABLE

Table A1-1, TABLE OF PERMITTED USES P = Permitted, S = Special Use Permit Required													
Use Category		Residential								Non-Residential			
Subcategory		R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD
Specific Use Type													
RESIDENTIAL USES													
Household Living													
Dwelling, Single-Family Detached		P	P	P	P		P	S	P	P		S	
Dwelling, Two-Family		S	S	P	P	P	P		P	P			
Dwelling, Townhouse					S	P	P		P	P			
Dwelling, Multi-Family						P	P		P				
Dwelling in Mixed-Use Structure Note [1]									P	P	P	P	
Dwelling, Live/Work									P	P	P	P	
Dwelling, Manufactured		P	S	S	S			P					
Dwelling, Mobile Home								P					

4.01

4.03. Property Development Standards

- A. **Dimension Table.** Lot and building dimension standards for zoning districts shall be according to Table 4-01.

Table 4-01: Zoning District Dimension Standards								
	Lot Standards			Minimum Setbacks				Building Height
	Min. Size	Min. Width [9]	Max. Coverage	Front	Interior Side	Corner Side	Rear	
R1-25	25,000 s.f.[1]	160'	50%	25'	10'	25'	25'	35'
R1-9	9,000 s.f.	75'	50%	25'	6'	25'	25'	35'
R1-7.5	7,500 s.f.	75'	50%	25'	6'	25'	20'	35'
R1-6	6,000 s.f.	48'	50%	25'	6'	25'	25'	35'

R-MF	6,000 s.f. [2]	48' (1 to 2 units) 72' (3 units) 96' (4+ units)	50%	25'	6' (1-story) 10' (2-story) 15' (3-story)	25'	25'	40'
R4-16	6,000 s.f. [3]	48' (1 to 2 units) 96' (3 -4+ units)	50%	25'	6' (1-story) 10' (2-story) 15' (3-story)	25'	25'	40'
RMX	See table 4-2							
MP	10 acres	300'	50%	25'	6'	25'	25'	35'
NBD	6,000 s.f.	48'	50%	25'	6' (1-story) 10' (2-story) 15' (3-story)	25'	25'	45'
OBD	6,000 s.f.	48'	80% [8]	25'	6' (1-story) 10' (2-story) 15' (3-story)	25'	25'	45'
CBD	2,000 s.f.	48'	100%	0' [4]	0' [4]	0' [4]	0' [4]	none
GBD	6,000 s.f.	48'	80% [8]	25'	0' [5]	25'	25'	45'
ROD	See Section 4.05							
I-1	15,000 s.f.	160'	80% [8]	30'	10' [6]	20' [6]	25'	50' or 4 stories
I-2	15,000 s.f.	160'	80% [8]	30'	10' [7]	20' [7]	25'	none

- [1] only with public water and sewer. See KDHE 4-2 and Leavenworth County Sanitary Code: minimum lot size is 2 acre without public water or sewer.
- [2] lots in the R-MF district shall have 3,000 square feet per dwelling unit.
- [3] lots in the R-4-16 district shall have 4,000 square feet per dwelling unit.
- [4] There are no yard requirements in the CBD except that a 25' setback shall be provided on any side of a lot which abuts a residential district
- [5] There are no interior side yard requirements in the GBD except that a 25' setback shall be provided on any side of a lot which abuts a residential district
- [6] In the I-1 district a 25' setback shall be provided abutting any dedicated street or residential district.
- [7] In the I-2 district a 100' setback shall be provided abutting residential district, unless the use was located and platted prior to adoption of these regulations in which case a 25' setback shall be provided. Setbacks abutting any dedicated street shall be 25'.
- [8] Maximum lot coverage requirements shall be subject to stormwater quality and quantity requirements as determined by the Public Works Department for individual projects.
- [9] Any adjacent right-of-way width may not be counted towards the minimum lot width requirement.

B. **Dimension Standards for RMX.** The dimension standards for the RMX district shall be:

Table 4-02: Dimensions for the Residential Mixed-Use District								
Dwelling/ Building Type	Lot Standards			Minimum Setbacks				Building Height
	Min. Size	Min. Lot Width	Max. Lot Cov.	Front	Interior Side	Corner Side	Rear	

SF detached and duplex	2,400 sf	40'	80%	10'	0' [1]	10' [1]	10' [2]	35'
Townhouse/ multi-family, mixed-use	[3]	48'	80%	10'	0' [1]	10' [1]	10' [2]	38'
Commercial, mixed-use	[3]	n/a	80%	0'	0' [1]	10' [1]	5' [2]	38'

[1] An RMX use abutting a residential district shall match the side yard setback standards of that district.

[2] When abutting a public street, alley, or public right-of-way. The rear setback for RMX abutting a residential district shall be 20 feet, regardless of the location of any street, alley, or ROW.

[3] Must meet setback requirements.

C. **Yard Regulations.**

1. *Front Yards.* In areas where parcels were created previous to the adoption of Subdivision Regulations in July 1966, where structures have been built observing a setback other than the setback required by the applicable Zoning District, new structures shall observe the following setback:

- a. Front setbacks may be the average setback of all lots within 150 feet of either side of the lot, but along the same block.
- b. If only two buildings exist within 100 feet of either side of the lot, the front setback may be the average of those buildings.

2. *Structural Projections.* Every part of a required yard shall be open to the sky unobstructed, except:

- a. The ordinary projection of skylights, sills, belt courses, cornices, and ornamental features projecting not to exceed 12 inches
- b. Open or lattice-enclosed fire escapes, fireproof outside stairways, and balconies opening upon fire towers projecting into a rear yard not more than five feet
- c. The ordinary projection of chimneys and flues
- d. The projection of roof overhangs up to four feet into any front or rear yard and two feet into any side yard. In no case may an overhang project into an easement.
- e. An open unenclosed deck or paved terrace may project into a required rear yard for a distance not exceeding 10 feet, but no closer to the property line than 15 feet in any case. A deck or paved terrace under this exception may not be more than 36 inches above grade surrounding the structure and shall be opened to the sky with no roof or wall structure (except reasonable railing).
- f. An open and unenclosed porch or stoop may project into a required front setback a distance not exceeding 10 feet, but no closer to the property line than 15 feet in any case. A porch or stoop under this exception shall be no higher than the firstfloor elevation of the front entry feature, may include a single-story roof structure integrated with the materials and style of the building, but shall only include support posts or pillars and railings or two walls up to three feet, but no windows, screens or other enclosures in the front-setback encroachment.

3. *Yard Requirements for Open Land.* If a lot is, or will be, occupied by a permitted use without structures, then the minimum setback and minimum side and rear yards that would otherwise be required for the lots shall be provided and maintained unless some other provision of these regulations requires or permits a different minimum front or side or rear yard setback. The front, side, and rear yards shall not be required on lots used for garden purposes without structures, or lots used for open public recreation areas. If the permitted use is the display of new or used automobiles or other vehicles for sale that display may be allowed in the front yard setback, except the first five feet thereof.

D. ***Height Regulations.***

1. In all districts, one additional foot of height above the specified height limitations shall be permitted for commercial or industrial buildings for each one foot of additional setback on all sides provided over the minimum requirements, if no such building exceeds one 100 feet in height.
2. Single family, two family, and multiple family dwellings in the residential districts may be increased in height by one foot for each one foot of additional setback on all sides, provided that no residential building may exceed 50 feet in height.
3. Chimneys, cooling towers, elevator hothouses, fire towers, grain elevators, monuments, stacks, stage towers, or scenery lofts, tanks, water towers, ornamental towers, and spires, church steeples, radio and television towers or necessary mechanical appurtenances, usually required to be placed above the roof level and not intended for human occupancy, may be erected to a height not to exceed 25% above the maximum height for the district in which it is located.

E. ***Accessory Structures.***

1. No accessory buildings shall be erected in any required front or side yard, or at any other place forward of the main building line.
2. No accessory structure except for permitted signs, fences, and permitted off-street parking shall be permitted in any required front or side yard.
3. All accessory buildings in the rear yard shall maintain a three-foot setback from the side and rear property lines as measured from the nearest part of the structure, including any overhangs.
4. If the accessory structure has a vehicular alley entrance the sum of the right-of-way width and the setback of the structure shall not be less than 20 feet.
5. Accessory structures located elsewhere on the lot shall maintain setbacks applicable to the principal structure.
6. All accessory buildings in residential districts shall be five feet from any primary building on the site. In all other zoning districts accessory structures and uses shall not occupy required setbacks and are not subject to size restrictions except that all other requirements of the Development Regulations must be met.
7. All accessory structures shall be constructed from material customary to detached structures.

8. In no case shall an accessory structure be constructed from materials or equipment originally designed for another use such as but not limited to packing crates or a part of a motor vehicle truck or trailer regardless if wheels, axles, etc., have been removed and the structures are placed on more permanent foundations.
9. No shipping containers may be used as accessory buildings except within I-1 and I-2 Industrial zoning districts, where they may be permitted for storage purposes only subject to the following standards:
 - a. Containers shall be used solely for storage associated with a permitted principal use.
 - b. Containers shall be maintained in good condition, free from rust, peeling paint, or other visible deterioration.
 - c. Containers shall not be used for habitation, office space, or retail activity.
 - d. Containers shall comply with applicable setback, height, screening and lot coverage requirements.
 - e. Containers must be placed on a hard surface.
10. Accessory structures which are equal to or more than 15% of the footprint of the main structure shall be architecturally compatible or complementary to the architectural style of the principal building, with similar materials, color, arrangement of massing, roof forms and other details and ornamentation.

6.05 Buffers

The following regulations apply to properties where a multi-family, mixed-use, or non-residential district or use abuts a single-family residential district or use without an intervening public right-of-way and/or where these uses are not separated by a perimeter landscaping requirement.

- A. **Buffer Required.** Minimum buffer spaces as described in Table 6-03 shall be provided between adjacent or abutting dissimilar structures.

Table 6-03: Minimum Buffer Requirements (in feet)				
Dwelling Unit Height	Dwelling Unit Height			
	1 story	2 stories	3 stories	+3 stories
1 story	–	10	15	20
2 stories	10	–	15	20
3 stories	15	10	–	10
+3 stories	20	15	10	–

- B. **Buffer Design.** The buffer shall be landscaped in accordance with Table 6-04;

Table 6-04: Buffer Planting Requirements	
	Buffer Width (feet)

Requirement (per lineal foot of property line)	5	10	20
Total Landscaping Units	.75	1.0	1.5
Minimum Tree Units	.25	.50	.75
Minimum Shrub Units	.10	.15	.25

1. New trees and shrubs shall be evenly spaced at planting.
2. Where a natural buffer exists, as determined by the Director, it shall remain undisturbed.
3. If used in addition to a landscape screen, fences shall have additional evergreen shrubs planted on the residential side of the fence.
4. Mechanical equipment, permanent detention and temporary erosion and sedimentation control basins, trash containers, loading docks, service uses, and employee break areas are prohibited in the buffer area.
5. Utility easements may cross but not be placed in the long dimension of a buffer yard.
6. Wherever practical, pedestrian access shall be placed through the buffer yard.

6.06 Landscape Design

All landscaping elements, including but not limited to planters, retaining walls, and berms must be specifically approved and shall conform to the following standards:

- A. ***Preservation of Trees and Existing Vegetation.*** Landscaping plans should be designed to preserve and protect existing native vegetation and mature trees. Bonus landscape credit shall be awarded for preserved vegetation as indicated in Table VIII-1 above, where the Director accepts the existing vegetation and/or trees as being in good health and meeting the intent of the landscaping requirements of this section.
- B. ***Allowed Plant Materials.*** Proposed materials must be specified on development plans. The use of low water, drought-tolerant plants is strongly encouraged for all new landscaping. A list of permissible plant species that are either native vegetation or compatible with the climate zones found in the city shall be adopted by the Planning Commission and may be amended from time time-to-time. Materials not on the list may be approved if the Director determines that they are equally or more suitable for local soil conditions, climate, and would provide the same or better level of visual benefits and have desire growth habits. No noxious weeds, as defined by the state, are permitted for use in the city.
- C. ***Irrigation and Watering Requirements.***
 1. The landscaping site plan must identify the area of approximate installation of an automatic irrigation system, its maintenance, and intended uses. All landscape plans must note and delineate all irrigated and sod areas. No in-ground irrigation components shall be permitted in the right-of-way.

2. Required landscape areas shall be irrigated by an automatic underground irrigation system, surface drip system, subterranean drip system, or a combination of these systems. The Director shall have the authority to accept a landscape maintenance plan in lieu of a permanent irrigation system for any planting area consisting of 75% or more drought-tolerant or native species.
 3. A hose bib system may be used for irrigation when a landscape area is less than 1,000 square feet in size and when all portions of the area are within 50 feet of a hose attachment;
 4. Irrigation systems shall be equipped with timers and scheduled to operate during evening or early morning hours to minimize evaporation rates.
 5. Sprinkler systems shall be configured to prevent over-spray of water onto streets and sidewalks.
- D. ***Landscape Maintenance.*** The responsibility for the maintenance of the landscaping shall lie with the property owner, his /her successor, and/or their agents for all non-residential property. Failure to maintain required landscaping shall be consider a site design violation of this code. All landscaping elements shall be permanently maintained in good growing condition and, whenever necessary, replaced with new plant materials to ensure continued compliance with these standards. All required landscaped areas shall be kept free of weeds, debris, and litter. In addition, all walls and fences shall also be maintained in good condition and, when necessary, be repaired or replaced. Any required landscape material, including any tree, grass or shrub, that dies shall be replaced by June 1 of each year. All required landscaping shall be cleared of all unplanned vegetation including weeds at least once each year prior to June 1.

8.04. Permits

A. ***Permits Required.***

1. Except as otherwise provided in this chapter, it shall be unlawful for any person to erect, construct, enlarge, move, modify, alter, or convert any sign in the City, or cause the same to be done, without first obtaining a sign permit for such sign as required by this chapter. Issuance of a permit is contingent upon the sign being in compliance with all applicable laws and regulations of the City.
2. Every sign permit issued by the Director shall become null and void if installation is not commenced within 120 days from the date of approval of such permit. If work authorized by such permit is suspended or abandoned for 120 days from the date of permit approval, a new permit shall be required for such work, even if no changes have been made to the original sign plan.
3. ***Required Information:*** Application shall be made upon forms furnished by the Planning and Community Development Department and shall be accompanied by such information as may be required to assure compliance with all appropriate laws and regulations of the City.

- B. ***Penalty for Failure to Obtain Permit.*** If the Director discovers or is informed of a sign constructed or being constructed that requires a permit that has been constructed, installed, or

erected without a permit according to this sign code, s/he may collect three times the permit fee specified for the type of sign in question.

- C. ***Signs Excluded from Permit.*** The following signs are not required to have a permit; however, these signs shall otherwise comply with this section and all other applicable provisions of the sign Code.

1. Directional signs.
2. Holiday decorations.
3. Home security and neighborhood watch signs.
4. Identification signs.
5. Official signs.
6. Name Plate Signs: Where multiple tenants share the same rear door, the sign may display the name and address of each tenant. These signs shall not exceed four (4) square feet.
7. Window signs, as further described in section 8.10.F of this chapter.
8. Public interest signs that do not exceed the size limitations.
9. Address signs.
10. Commercial Real Estate signs not exceeding 32 square feet in area per sign face with two faces permitted. Signs shall not exceed 8 feet in height. Signs are limited to one sign per street frontage, with a maximum of two signs for each project. Signs must be located at least 10 feet from the edge of the curb or behind any existing public sidewalks and may not be illuminated or have an electronic changeable face.
11. Residential Real Estate signs not exceeding 3 square feet in area. Signs are limited to 1 on-premises sign per street frontage, and two off-premises signs permitted only with permission of property owner. Signs must be located at least 10 feet from the edge of the curb or behind any existing public sidewalks and may not be illuminated or have an electronic changeable face.
12. Garage Sale signs may only be placed at the site of the sale. All garage sale signs shall be removed immediately upon completion of the sale. Garage sale signs include sample and yard sale signs. Garage sale signs shall not exceed four square feet per sign, with two faces per sign permitted. A garage sale permit shall be obtained as required by Section 12-541 of the City Code of Ordinances.
13. Signs carried by a person.
14. Costumed people promoting a business or event.
15. Flags, pennants, emblems, memorial tablets, cornerstone etches, monuments and insignia of any governmental body, public or private school, church, synagogue or other place used primarily for worship, community centers, or other public, semi-public, or civic organizations or other similar noncommercial entity, when not displayed in connection

with a commercial promotion or as an advertising device; provided that not more than three flags, pennants or insignia shall be displayed on any building, structure or premises, unless specifically herein provided. Any other provisions as applicable regarding display of the American flag as contained in Title 4, U.S. Code.

16. Integral decorative or architectural features of buildings, so long as these features do not contain letters, trademarks, moving parts or lights.
17. Decorative landscape markers, which may include logos or trademarks.
18. Signs attached to a currently licensed, operational and legally parked or legally moving vehicle.
19. Temporary signs containing non-commercial messages at churches, synagogues and other similar places of worship, community centers, public and private schools, and buildings or structures owned or leased and used by other public, semi-public, or public service organizations.
20. Special Event signs shall be exempt from a permit as follows: Signs of a temporary nature for campaigns, drives, seasonal events of civic or philanthropic organizations not to exceed 32 square feet. These signs must be placed on private property and must be removed within three days after the event.
21. A new sign permit shall not be required unless (a) the existing sign base, pole, or face is nonconforming to these regulations or, (b) the existing sign base or pole is going to be relocated, changed, or enlarged.
22. Political signs may be placed on private property only after permission has been granted by the owner of the property or his or her authorized agent. In commercial or industrial areas, signs shall not exceed 32 square feet in area per face. In residential areas, signs shall not exceed 3 square feet per face.
23. Contractor signs as further defined in section 8.07.C.
24. Decorative light pole banners, which may not include any business or advertising information.

8.12. Temporary Signs

The following restrictions, in addition to any other restriction set forth in this sign code, shall apply to any permitted temporary sign.

1. All temporary signs shall obtain a permit before placement except as otherwise specifically stated in this sign code.
2. Application for a permit after placement may cause the permit fee to triple.
3. Temporary signs shall be set back a minimum of six feet from the street line.
4. Temporary sign permits shall be for no more than 60 days.
5. A temporary sign permit may be renewed for a second consecutive 60-day period.
6. No business shall display a temporary sign for more 120 days in any calendar year.
7. No business shall have more than one temporary sign displayed at any time except as otherwise specifically stated in this sign code.
8. No temporary sign, except as otherwise specifically provided, shall have a sign surface greater than 25% of the allowable permanent signage which might be permitted per parcel.
9. No temporary sign shall exceed 100 square feet in area. Example; a two-sided sign with 50 square feet of sign surface equals 100 square feet of sign area.
10. No temporary sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant or any type of street furniture, or otherwise create a hazard, including a tripping hazard.
11. Temporary signs shall not be posted on trees or utility poles.
12. No temporary sign shall be placed off-premise or in any road right-of-way except as otherwise specifically stated in this sign code.
13. No temporary sign shall be internally or indirectly illuminated or painted with light-reflecting paint.
14. A temporary sign related to an event shall be removed no later than three days after the event has taken place.
15. Except as otherwise provided in this sign code, a temporary sign may be posted for so long as it remains in good condition. Once a temporary sign is tattered or otherwise is no longer in good condition, it shall be removed or replaced.
16. If the Director determines a temporary sign is not in good condition, the property owner shall be notified of that determination and shall remove or replace the sign within three days of that notification. Signs that are not removed or replaced within three days of the notification shall be deemed a nuisance and shall be subject to abatement or removal by City staff. The Director's determination that a temporary sign is not in good condition may be appealed to the City Commission under the procedures set forth in this article.
17. Temporary signs shall be allowed in the public right-of-way for 45 days immediately preceeding any primary, general or special elections as defined by the Leavenworth County Clerk, and shall be removed 2 days following said election. The person, party or parties responsible for the erection or distribution of any such signs shall be jointly and individually responsible for their removal. All temporary signs placed in the public right-

of-way during this time period shall be subject to the following size and setback distance regulations:

1. Signs shall be set back a minimum of 6 feet from the back of curb.
 2. Signs shall not be placed where they interfere with intersection sight distances.
 3. Signs shall not exceed 3 square feet in face area and 3 feet in height.
 4. Signs shall not be affixed to any utility poles, trees, street lights, bridges, benches or other similar public structures.
18. Any inflatable temporary sign shall be set back a distance from the curb at least equal to the fully inflated height of the sign.

8.15. Nonconforming, Hazardous, Illegal, and Prohibited Signs

- A. **Nonconforming:** A nonconforming sign existing lawfully at the time of the passage of this sign code may be continued under the terms as hereinafter provided that such nonconforming signs shall be modified to conform, replaced with a conforming sign or removed according to the following:
1. If there is a physical change to the sign structure, including sign faces, structural alterations, relocation, or addition of illumination. A change in business name, ownership, or tenant that does not involve any physical alteration to the sign structure shall not trigger the conformance requirement.
 2. Any maintenance, repair or alteration of a nonconforming sign shall not cost more than 25% of the current value of the sign as of the date of alteration or repair.
- B. **Hazardous, Dangerous, or Illegal Signs:**
1. *Notification:* If the Director shall find that any sign or other advertising structure regulated herein is unsafe and insecure, or is a menace to the public or has been constructed or erected or is being maintained in violation of this sign code, he or she shall give written notice to the owner thereof, to remove or alter the structure so as to comply with the standard herein set forth.
 2. *Abatement:* Failure to abate the same shall cause the City to abate such sign with costs assessed to the property owner.
 3. *Emergency Abatement by City:* When, in the opinion of the City Engineer, there is actual or immediate danger to the public caused by a hazardous or dangerous sign, the City shall cause the same to be abated with no written notice or hearing. Costs for such emergency abatement shall be assessed to the property owner.
- C. **Vacated and Abandoned Signs:** Within 6 months following discontinuance of the business or usage to which the sign relates, the sign face and structure shall be removed in entirety.
- D. **Reuse:** Reuse of a vacated, nonconforming sign, or any of its appurtenances shall require altering the sign to comply with this sign code. A new business use intending to reuse a conforming sign base or pole properly capped and vacated shall obtain a sign permit in accordance with this sign code.

- E. **Signs for Nonconforming Uses:** Nonconforming uses which are otherwise permitted by these regulations may obtain permits for signage in conformance with the least intensive zoning district in which the use is permitted by right.

9.15. Procedure for Demolition, Alteration or Expansion

Upon receipt of an application for any demolition, alteration or expansion of a landmark, a property within an historic district, the commission and department shall initiate a process to determine if such permitted action is appropriate. All applications shall be reviewed, issued, or denied in accordance with the process outlined herein.

- A. **Determination of Appropriateness:** Department staff shall prepare a certificate of appropriateness or conduct a state law review before any alteration or demolition permit may be issued for any landmark or historic district property. Certificates shall be classified as either a minor or major. All certificates or permits shall include the Director's landmark impact determination.
- B. **Minor (Administrative) Reviews:** City staff shall have the authority to approve at the administrative level the following list of project types:
1. Repair of architectural elements such as porches, fascia, windows, doors, with like-kind replacement materials. This includes all roofing.
 2. Installation of mechanical plumbing, or electrical systems that require minimal changes
 3. Installations of awnings and signs on commercial properties
 4. Interior modifications that do not affect character-defining elements of the structure
 5. Installation of fire safety equipment, or minor alterations to meet the Americans with Disabilities Act
 6. Public improvements including improvements to streets, curbs, sidewalks, parking areas, parks, utilities, and retaining walls that do not contribute to the historic character of a landmark or historic district
 7. Minor zoning changes (e.g. subdivision of property, vacation of streets or alleys, variances) upon approval by the City Commission.
 8. Minor exterior building changes including installation of decks, patios, and pools, not visible from the public right-of-way, the addition of mechanical or electrical equipment, when not affecting character-defining features of historic properties.
 9. Sidewalk dining
 10. Minor exterior additions to accessory structures
 11. Demolition of non-contributing structures
 12. Interior modifications that do not affect or remove character-defining elements of interior space. Including installation of mechanical, plumbing, or electrical systems that require minimal changes to existing features.
 13. Changes to existing signs (e.g. sign reface)

If the proposed project meets the Secretary of the Interior's Standards for Rehabilitation, then City staff will administratively approve the proposed project. If staff determines that the

proposed project may “damage or destroy” a listed property, then the proposed project will be forwarded to the Leavenworth Preservation Commission.

C. **Major (Commission) Reviews**

Alteration, expansion, or demolition applications requiring a Major State Law Review or Certificate of Appropriateness shall be processed as follows:

1. The department receives application for a permit which triggers the determination warranting a major review and notifies the applicant that a Commission review is required before a permit can be issued [allow one-two days for this process].
2. Applicant submits request for review in writing within seven days [allow one-seven days for this process].
3. Department prepares and publishes notice of time, date, place and purpose of public hearing, such notice to be published at least twenty days prior to the date of the hearing [allow 30-45 days for this process]. Notice is also sent by regular mail to all property owners within an affected historic district.
4. The commission conducts the public hearing and determines if the certificate of appropriateness or permit can be issued and submits its decision, in writing with appropriate documentation to the applicant within 10 days. If the certificate of appropriateness or permit can be issued, the permit may be granted by building inspector or other regulating department as appropriate [allow 1-5 days for this process for residential projects, allow 30-60 days for major residential (more than four units per building), commercial or industrial projects]. If the requested action is determined inappropriate or “damages or destroys” the historic resource in order to protect the historic character or integrity of the property, then the applicant may file an appeal, in writing, within seven days asking that the application be reconsidered by the City Commission [allow 5-10 days for this process]. A protest period of at least 14 days must elapse from the date of the public hearing until the appeal may be heard by the City Commission [this time runs concurrently with the notification process, allow an additional 5-10 days for scheduling]
5. The City Commission holds a regularly scheduled meeting and upholds or reverses the decision of the commission.
6. The decision of the City Commission is conveyed, in writing, to the applicant [allow 5-10 days for this process]. If the certificate of appropriateness or permit is issued, the permit may be granted by the building inspector or other regulating department as appropriate [allow 1-5 days for residential or 30-60 days for major residential (more than four units per building), commercial or industrial projects].

- D. **Monthly Reports:** Minor (Administrative) Review shall be authorized by Staff and reported monthly or at the next regularly scheduled meeting to the commission. Such reviews may use a standardized checklist of pre-stated reasons and will be issued within twenty-four (24) hours of receipt except on Fridays, Saturdays, Sundays and holidays observed by the City.

- E. **Major Reviews:** Major certificates or reviews shall be subject to review and approval by the Commission and may be authorized for the following types of permits: interior space rehabilitation when such space was an important component in approval of the landmark nomination; any exterior alteration or expansion of a landmark or historic district property;

any proposed new construction on a landmark property or within a historic district; and demolition of part or all of a landmark or building or structure in a historic district.

- F. ***Criteria to Determine Appropriateness:*** The commission shall adopt principles and guidelines establishing criteria for new construction, alterations, additions, moving, and demolition of landmarks or properties in an historic district, including but not limited to, the following:
1. Non-binding conceptual reviews are encouraged and the Leavenworth Preservation Commission shall wherever possible provide written and graphical examples of similar suitable projects.
 2. Specific design criteria for appropriate alterations of landmarks or historic district properties shall be based on the Secretary of the Interior's Standards for Rehabilitation as published in Section 36, Code of Federal Regulations, Part 67 as revised from time to time, and by further reference to such specific design criteria as the commission may require;
 3. New construction and additions to existing structures shall be sensitive to and take into account the special historic district or landmark characteristics including height, scale, orientation, site coverage, spatial separations, facade and window patterns, entrance and porch size and general design, materials, texture, architectural detail, roof forms, vertical or horizontal elements, walls, fences, landscaping and other features;
- G. ***Demolition Delay:*** Demolition applications for landmarks or historic district properties shall be denied for a period not to exceed 180 days if a proposed public or private re-use of the property is unknown. The maximum period of delay may be reduced whenever the commission determines the owner will suffer extreme hardship or will be deprived of all beneficial use of the property by virtue of the delay. In either instance, the commission shall use the delay to negotiate with the owner and interested parties to find a means to preserve the landmark or historic district property. If the proposed re-use of the property is known, the use will be examined for relationship and compatibility with the landmark or historic district before demolition of a contributing or landmark structure may proceed. This section also applies to properties nominated or landmark or historic district designation. Once redevelopment plans are known, the commission will determine appropriateness.

9.16. Signs

The commission and/or staff shall review and approve or deny all requests for signs to be located on a landmark or within an historic district in accordance with the following criteria:

- A. Signs shall be designed and placed to be an integral part of the property design, in proportion to the landmark and compatible with the environment in historic districts.
- B. Signs should be relative to the services and shall not block, obscure or distract from the landmark's or historic district's significant design elements.
- C. Wherever possible, actual historic signage should be maintained and restored to original significance regarding design, materials, craftsmanship, or placement.
- D. In Commercial and Industrial Zoning Districts, illuminated signs shall be designed to reduce glare and shall not detract from the landmark's or district's historic character.
- E. Freestanding signs and monument placards explaining the landmark's or district's significance or age shall be compatible with the landmark or district, but are otherwise encouraged. Signs shall be regulated for a distance of not more than 300 feet from a landmark or historic district.
- F. Signs to be placed upon a National Register property shall not be subject to the public hearing process and may be approved as a minor review if the terms of Section 9.15.B are met. National Register signs which do not meet all of the stated terms shall be set for review by the Leavenworth Preservation Commission at its next regular meeting with appeal to the City Commission if denied.
- G. Signs within Commercial or Industrial Historic Districts shall not be subject to the public hearing process and may be processed as a minor certificate of appropriateness if the terms of Section 9.17 are met. Signs within Commercial or Industrial Historic Districts which do not meet all of the terms of this Section shall be set for review by the Leavenworth Preservation Commission at its next regular commission meeting with appeal to the City Commission if denied.
- H. Signs within Residential Historic Districts shall be subject to the following procedure:
 - 1. The commission and/or staff shall review the sign for compliance with the terms of this sub-section and shall modify, approve or deny the permit following a scheduled informal hearing set for its next regular meeting. Such informal hearing shall be preceded by written notice to each of the properties within the affected historic district.
 - 2. This is not a formal public hearing process as described elsewhere in this Code for appeals. No notice is required to be advertised. Letters shall be sent by regular mail. Failure to receive notice of such informal hearing shall in no way void the hearing process. The letter mail distribution shall be based upon the addresses of the properties within the district as filed with the nomination for the district in records kept and maintained by the Planning and Zoning Department, City of Leavenworth, Kansas. Such notice shall be mailed at least five workdays prior to the date set for the informal hearing. It shall state the date, time and place of the informal hearing and that the Leavenworth Preservation Commission will meet to discuss a sign permit request and shall give the address where the sign may be located.

3. Should a legal, non-historic commercial or industrial zoned property be located within 300 feet of a Residential Historic District, then the Leavenworth Sign Code shall be used to issue sign permits and no further Historic review shall be required.
4. During the informal hearing the chair may elect to hear public testimony in favor of or opposed to the sign as designed. The commission may encourage modification of the sign to assure historic integrity and compatibility with the character of the historic landmark or district, or the commission may grant or deny the sign permit as presented. The owner of the sign may appeal the decision of the commission to the City Commission, if denied.
5. Appeals shall be in writing received by City staff within seven days of the date of denial.

10.02 Wind Energy

The following provisions regulate the use of renewable (alternative) energy systems where the use of an alternative energy system is requested by a property owner. This section does not permit or regulate renewable energy production facilities owned or operated by private firms or public utilities, which generate energy beyond that needed by a single dwelling or commercial operation with less than 10,000 square feet of floor space.

This section is intended to promote the compatible use of small wind energy systems. Wind energy is an abundant, renewable, and nonpolluting energy resource. When converted to electricity, it reduces our dependence on nonrenewable energy resources and reduces air and water pollution that result from conventional sources. Distributed wind energy structures also enhance the reliability and power quality of the power grid, reduce peak power demands, and increase local electricity generation.

- A. **Special Use Permit Required:** All wind energy systems shall be a Special Use Permitted accessory use allowed in all zoning districts except the CBD; where they are prohibited.
- B. **Small Wind Energy Standards:** All wind energy systems are subject to the following requirements:
 1. **Setbacks:** A wind tower for a small wind energy system shall be set back a distance of 1.05 times its total height from:
 - a. Any public road right of way, unless written permission is granted by the governmental entity with jurisdiction over the road;
 - b. Any overhead utility lines, unless written permission is granted by the affected utility;
 - c. All property lines, unless written permission is granted from the affected landowner or neighbor.
 2. **Access:** All ground-mounted electrical and control equipment shall be locked or secured to prevent unauthorized access. The wind tower shall be designed and installed without step bolts or a ladder readily accessible to the public for a minimum height of eight feet above the ground.

3. *Height:* The maximum height of a small wind energy system shall be 75 feet.
- C. ***Vertical Axis Wind Turbine Standards:*** A vertical axis wind turbine (VAWT) using vertical wind turbine technology shall be permitted in all zoning districts, except the CBD, as an accessory use subject to the following requirements:
1. *Residential District Requirements:*
 - a. A maximum of one VAWT is permitted per lot or one per acre, whichever is greater.
 - b. Building mounted VAWTs shall not exceed 40 feet in height measured from the base attached to the structure to the highest point on the VAWT.
 - c. The maximum height for a freestanding VAWT shall not exceed 75 feet measured from the base of the tower to the highest point on the VAWT.
 - d. A VAWT shall be setback a distance of 1.05 times its total height from:
 - e. Any public road right of way, unless written permission is granted by the governmental entity with jurisdiction over the road;
 - f. Any overhead utility lines, unless written permission is granted by the affected utility;
 - g. All property lines, unless written permission is granted from the affected landowner or neighbor.
 2. *Non-Residential District Requirements:* Multiple VAWTs are permitted on any nonresidential lot subject to the following requirements:
 - a. Building mounted VAWTs shall not exceed 40 feet in height measured from the base attached to the structure to the highest point on the VAWT.
 - b. Lightpole mounted VAWTs shall not exceed 25 feet in height measured from the top of the lightpole to the highest point on the VAWT.
 - c. The maximum height for a freestanding VAWT shall not exceed 75 feet measured from the base of the tower to the highest point on the VAWT.
 - d. A VAWT shall be setback a distance of 1.05 times its total height from:
 - (1) Any public road right of way, unless written permission is granted by the governmental entity with jurisdiction over the road;
 - (2) Any overhead utility lines, unless written permission is granted by the affected utility;
 - (3) All property lines, unless written permission is granted from the affected neighbor.
- D. ***General Standards for Small Wind and VAWT:***

1. *Lighting:* A small wind energy system or VAWT shall not be artificially lighted unless such lighting is required by the Federal Aviation Administration. A light temporarily used to inspect a turbine, tower, and associated equipment is permissible, providing the light is only used for inspection purposes and not left on for an extended period.
2. *Decibel Levels:* Decibel levels for a small wind energy system or VAWT shall not exceed the lesser of 60 decibels (Dba) as measured at the closest neighboring inhabited dwelling, except during short-term events such as utility outages and severe windstorms.
3. *Signs:* All signs, other than the manufacturer's or installer's identification, appropriate warning signs, or owner identification on a wind generator, tower, building, or other structure associated with a small wind energy system or VAWT visible from any public road shall be prohibited.
4. *Code Compliance:* A wind energy structure, including tower, shall comply with all applicable state construction and electrical codes, and the electrical code as adopted by the city.
5. *Screening:* Ground-level mechanical equipment associated with the wind energy system shall be screened.
6. *Other Standards:*
 - a. The structure shall comply with all applicable Federal Aviation Administration requirements, including but not limited to Subpart B (commencing with Section 77.11) of Part 77 of Title 14 of the Code of Federal Regulations regarding installations in excess of 200 feet in height and, installations close to airports. The system shall also comply with all Kansas aeronautics regulations.
 - b. All electrical wires associated with a wind energy system, other than wires necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect junction box, and the grounding wires shall be located underground.
 - c. A VAWT tower shall be designed and installed without step bolts or a ladder readily accessible to the public for a minimum height of eight feet above the ground.
 - d. No part of the system, including guy wire anchors, may be closer than five feet from any property boundary,
 - e. Temporary meteorological (Met) towers shall be permitted under the same standards as a small wind energy system, except that the requirements shall be the same as those for a temporary structure. A permit for a temporary MET tower shall be valid for a maximum of three years after which an extension may be granted. Permanent Met towers may be permitted under the same standards as a small wind energy system.

- E. ***New Technology:*** The Director may waive the provisions of these requirements through the alternative equivalent compliance process in Article 7, Section 7.04 Alternative Equivalent Compliance.

- F. **Private Restrictions Prohibited:** Any person(s) or association(s): regardless of date of establishment - is prohibited from imposing private covenants, conditions, restrictions, deed clauses, or other agreements between the parties, that prevent person(s) from installing and using alternative energy systems.

11.03. Powers and Jurisdiction

The Board shall have those powers and duties authorized by this ordinance and by KSA 12-759 and any amendments thereto.

- A. **Appeals:** After proper hearing to decide appeals where it is alleged there is an error in an order, requirement, decision, or determination made by an administrative official in the enforcement of these regulations, except where the City Commission is specifically empowered to hear an appeal.
1. Appeals to the Board may be taken by the person aggrieved, or by any officer or department of the city government affected by the rigid enforcement of these Development Regulations. Such appeal shall be filed with the Secretary of the Board, as shall be herein prescribed. The administrative official shall forthwith transmit to the Secretary of the Board all papers constituting the record upon which the action appealed from is taken.
 2. An appeal stays all proceedings in furtherance of the action appealed from, unless the Secretary of the Board certifies to the Board, after the Notice of Appeal shall have been filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by a court of record.
- B. **Variances:** To authorize in specific cases a variance from the specific terms of these Development Regulations which will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of these Development Regulations will, in an individual case, result in unnecessary hardship, provided the spirit of these Development Regulations shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the Development Regulations of the City of Leavenworth, Kansas in such district. Rather, variances shall only be granted for the detailed requirements of the district such as area, bulk, yard, parking or screening requirements.
1. The applicant must show that by reason of exceptional narrowness, shallowness or shape of this specific piece of property at the time of the effective date of the Zoning Ordinance, or where by reason of exceptional topographical conditions or other extra-ordinary or exceptional circumstances that the strict application of the terms of the Development Regulations of the City of Leavenworth, Kansas actually prohibits the use of his property in the manner similar to that of other property in the zoning district where it is located.
 2. A request for a variance may be granted, upon a finding of the Board that all of the following conditions have been met:
 - a. The Board shall make a determination on each condition, and the finding shall be entered in the record.

- b. That the variance requested arises from such condition which is unique to the property in question and is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.
 - c. That the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.
 - d. That the strict application of the provisions of the Development Regulations from which the variance is requested will constitute unnecessary hardship upon the property owner represented in the application.
 - e. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare;
 - f. That granting of the variance desired will not be opposed to the general spirit and intent of the Development Regulations.
- 3. In granting a variance, the Board may impose such conditions, safeguards, and restrictions upon the premises benefited by the variance as may be necessary to reduce or minimize any potentially injurious effect of such variance upon other property in the neighborhood, and to carry out the general purpose and intent of these Development Regulations.
- C. **Exceptions:** To grant exceptions which are specifically listed as permitted in these Development Regulations. In no event shall exceptions to the provisions of the Development Regulations be granted where the exception contemplated is not specifically listed as in the Development Regulations of the City of Leavenworth, Kansas. An exception is not a variance. Further, under no conditions shall the Board have the power to grant an exception when the conditions of this exception, as established by these Development Regulations, are not found to be present.
- D. **Conditions of Determination:** In exercising the foregoing powers, the Board, in conformity with the provisions of these Development Regulations, may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination, and to that end shall have all the powers of the administrative official and may attach appropriate conditions, restrictions or safeguards necessary to protect public interest and welfare.

11.04. Applications

- A. The procedure for requesting a hearing before the Board shall be as follows:
1. *Application Submission:* All applications to the Board shall be in writing on forms provided by the Secretary of the Board. Said application shall be completed in its entirety and filed in the office of the City Clerk with all supporting data.
 2. *Notification of Nearby Property Owners:* All applications shall be accompanied by an ownership list certified by an attorney, a title company or a list and map prepared by the Leavenworth County GIS Department listing the names and addresses of all property owners located within 200 feet, excluding streets and alleys, of the boundaries of the property included in the application. If the property is adjacent to the city limits, the area shall be expanded to 1,000 feet of property owners outside the city limits.
 3. *Public Notification:* The Board shall fix a reasonable time for the hearing of an application, and notice of the time, place and subject of each hearing shall be published in the official newspaper (as designated by the City Commission) at least 20 days prior to the date fixed for the public hearing. A copy of the notice of public hearing shall be sent to each party of interest, each person on the ownership list, and the chair of the Planning Commission.
- B. In addition to the above requirements, certain applications require additional information as follows:
1. *Appeals:*
 - a. An application for an appeal shall be filed within 30 days after a ruling has been made by an Administrative Official and furnished to the appellant in writing.
 - b. A copy of the written ruling of the Administrative Official which the applicant believes to be in error shall be submitted.
 - c. A clear and accurate written description of the proposed use, work or action in which the appeal is involved and a statement justifying the appellant's position.
 - d. Where necessary, a plot plan, drawn to scale, showing existing and proposed plans for the area in question shall be submitted.
 2. *Variances:*
 - a. The applicant shall submit a statement, in writing, justifying the variance requested, indicating the enforcement provisions of the specific regulations from which the variance is requested, and outlining in detail the manner in which it is believed that this application will meet each of the five conditions as set out in herein.
 - b. The applicant shall submit one (1) copy of a sketch drawn to scale and showing the lot or lots included in the application; the structures existing thereon; and the structures contemplated necessitating the variance requested. All appropriate

dimensions and any other information which would be helpful to the Board in consideration of the application should be included. The Director may require up to three paper copies for public hearing materials.

3. *Exceptions:*

- a. The applicant shall submit a statement in writing justifying the exception applied for and indicating under which article and section of the Development Regulations the Board of Zoning Appeals is believed to have jurisdiction.
- b. The applicant shall prepare and submit at the time of filing, the application, six copies of a detailed plot plan drawn to scale, showing all existing and proposed structures, property lines with dimensions, parking spaces, points of ingress and egress, driveways, and any other information which would be helpful to the Board in consideration of the application.

- C. **Conditions of Approval:** In making any decision varying or modifying any provisions of the Development Regulations, or in granting an exception to the district regulations, the Board shall impose such restrictions, terms, time limitations, landscaping, screening and other appropriate safeguards as needed to protect adjoining property.
- D. **Performance Bonds:** The Board may require a performance bond to guarantee the installation of improvements such as parking lot surfacing, landscaping, etc. The amount of the bond shall be based on a general estimate of cost for the improvements as determined by the Board for 125% of necessary improvements, and shall be enforceable by or payable to the City Commission in the sum equal to the cost of constructing the required improvement. In lieu of the performance bond requirements, the Board may specify a time limit for the completion of such required improvements and in the event the improvements are not completed within the specified time, the Board may declare the granting of the application null and void after reconsideration.

ARTICLE 12. DEFINITIONS

Terms defined in this Article shall be the basis for interpretation of all such terms throughout these Development Regulations. If not so defined a term shall be assigned the meanings found in Webster's most current New Collegiate Dictionary.

100-year Flood: The Base Flood.

Abandoned Sign: Any sign on any building, structure or premises that has been vacated for a six (6) month period.

Abutting: Having property or district lines in common; e.g., two lots are abutting if they have property lines in common.

Access or Accessway: The place, means, or way by which pedestrians or vehicles shall have safe, adequate, and usable ingress and egress to a property or use as required by this ordinance.

Accessory Building, Accessory Structure, or Accessory Use: A building or use which: (1) is subordinate to and serves a principal building or principal use; (2) is subordinate in area, extent or

purpose to the principal building or principal use served; (3) contributes to the comfort convenience, or necessity of occupants of the principal building or principal use; (4) is located on the same zoning lot as the principal building or principal use. The same as "appurtenant structure."

Actuarial Rates: "risk premium rates."

Adaptive Use: The process of changing the use of a structure or property to a use other than that for which the structure or property was originally designed.

Addition: Any construction which increases the size of the building such as a porch, attached garage or carport, or a new room or wing. An addition is a form of alteration.

Address Sign: A sign identifying, through any set of numerals or letters, a principal building's location with respect to the streets or to those homes or buildings around that building. An address sign may include the name of the occupant and may include the name of a home occupation.

Administrative and Professional Offices: Private commercial office space where the public may transact business, receive services or where commercial firms conduct internal office operations.

Administrative Official: A member of the city staff who is empowered to administer and implement the provisions of this Ordinance. Specifically, the Director of Planning and Community Development, City Planner, Planning and Zoning Technician, Director of Public Works, Building Inspector and Environmental Officer.

Administrator: As used in Article X, Floodplain Management, means the Federal Insurance Administrator.

Adult Day Center: Any place or facility operating less than 24 hours a day providing activities and social engagement opportunities for not more than 15 unrelated adult individuals who, due to functional impairment, require some degree of supervision or assistance with the activities of daily living, with no on-site medical services provided.

Agency: means the Federal Emergency Management Agency (FEMA).

Agent: The legally authorized representative of a landowner

Agriculture Accessory Building: A detached accessory structure used for the shelter of livestock, the storage of agricultural products, or the storage and maintenance of equipment or supplies used for agricultural or property maintenance activities.

Agriculture Uses: The use of a tract of land for growing crops in the open, dairying, pasturage, horticulture, floriculture, and necessary accessory uses, including the structures necessary for carrying out farming operations; provided, however, such agricultural use shall not include the following uses: (1) the maintenance and operation of commercial greenhouses or hydroponic farms, except in zoning districts in which such uses are expressly permitted; (2) wholesale or retail sales as an accessory use unless the same are specifically permitted in this ordinance; (3) the feeding, grazing, or sheltering of animals or poultry in either penned enclosures or in open pasture within one hundred (100) feet of any lot line. Agriculture does not include the feeding of garbage to animals, the raising of poultry or fur-bearing animals as a principal use, or the operation or maintenance of a commercial stockyard, or feed yard.

Airport: Any location where one or more craft capable of containing a human, takes off or lands, and for which ground facilities necessary to these operations are constructed.

Alley: A public thoroughfare, which affords only a secondary means of vehicular access to abutting property, and is not intended for general traffic circulation. An alley line shall mean the centerline of an alley right-of-way.

Alteration: Any change or rearrangement to the structural parts of an existing building or property. Any enlargement, whether by height or dimension, shall be considered an alteration. Any act or process that changes the exterior architectural appearance of a building.

Amendment: A change in the wording, context, or substance of this ordinance, an addition, deletion, or change in the district boundaries or classifications upon the district map, which imposes any regulation not heretofore imposed or removes or modifies any such regulation heretofore imposed.

Amphitheater: Any open-air venue used for entertainment and performances.

Amusement Park: A commercial amusement activity such as a carnival, circus, miniature golf course, or similar establishment, which is not entirely within an enclosed building.

Animal Clinic or Animal Hospital: A place where animals or pets are given medical or surgical treatment in emergency cases and are cared for during the time of such treatment. Use as kennel shall be limited to short-time boarding and shall only be incidental to such hospital use and shall be enclosed in a soundproof structure

Animal Day Care: See Kennel

Animal Husbandry (other than dairy): The agricultural practice of breeding and raising livestock.

Animal Research Facilities: Any facility in which research on animals is performed in a careful study of a subject, which may be related to the health or other welfare of animals of the same or other species, including humans.

Animal Sales and Service: Any facility where the on-site sale of animals is performed including the sale of animal husbandry or animal health related supplies.

Animation/Animated: Any visible moving part, or oscillating lights either natural or artificial, or visible movement achieved by any means that move, change, oscillate, or visibly alter in appearance to depict action or create special effects or scenes.

Apartment Building: A building used as a dwelling for several families each living separate and apart. Apartments are generally rental units.

Apiary: A place for the keeping of bees

Appeal: An application to a recognized higher authority to correct an alleged injustice done and an error committed in an order, requirement, decision, or determination made by an administrative official in the enforcement of city regulations. Also, a request for review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

Applicant: The owner or duly designated representative of a structure or property. Applicants may apply for building, fence, sign, and other permits or nominations for local, state or national registry, or group of owners of structures in a proposed historic district, or the owner or duly designated representative who has applied for a building permit, demolition or clearance permit involving a registered historic property or property within 500 feet of a registered historic property.

Appropriate: Suitable to or compatible with what exists in the surrounding context or setting.

Appurtenant Structure: A structure that is on the same parcel of property as the principle structure and the use of which is incidental to the use of the principal structure.

Arboretum or botanical garden: A botanical garden containing living collections of woody plants intended for public appreciation and/or for scientific study.

Area of Shallow Flooding: A designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard: The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

Arena and Field House: Structures with indoor space sufficient to house large community events and/or indoor sporting events.

Art Gallery or Museum: A building or space for the exhibition of art, usually visual art. Museums can be public or private, but what distinguishes a museum is the ownership of a collection. Paintings are the most commonly displayed art objects; however, sculpture, decorative arts, furniture, textiles, costume, drawings, pastels, watercolors, collages, prints, artists' books, photographs, and installation art are also regularly shown. Although primarily concerned with providing a space to show works of visual art, art galleries are sometimes used to host other artistic activities, such as performance art, music concerts, or poetry readings.

Arterial Street: A major thoroughfare designed to carry traffic from one area to another and as designated in the Future Land Use Map, which is a part of the Leavenworth Comprehensive Land Use Plan.

Assembly Hall: Any building, or portion of a building, used primarily for public or private gatherings, with a maximum capacity for congregation in the assembly area of at least 50 people.

Assisted Living Facility: Facilities which provide residents with supervision or assistance with activities of daily living; coordination of services by outside health care providers; and monitoring of resident activities to help to ensure their health, safety, and well-being. Other licensure terms used for this philosophy of care include Residential Care Home, Assisted Care Living Facilities, and Personal Care Homes.

Athletic Facilities: Outdoor facilities designed and used for athletic events, practice and coaching.

Auction Establishment: Any facility at which regularly scheduled auctions occur and for which public space has been established. This includes private or member only auction facilities.

Auditorium/Exhibition Hall/Convention Center: A large building that is designed to hold a convention, where individuals and groups gather to promote and share common interests. Convention centers typically offer sufficient floor area to accommodate several thousand attendees. Convention centers typically have at least one auditorium and may contain concert halls, lecture halls, meeting rooms, and conference rooms.

Automobile Parts Recycling Business: Any facility, structure, or land-use storage of used and reusable or scrap salvage materials, including but not limited to resale of parts, shredding, milling, grinding, baling,

or packing equipment for the handling of used and re-saleable parts, scrap, salvage materials, or used materials.

Automobile Repair Shop: A place where automobiles are repaired by any of the following; auto mechanics, body shop technicians or electricians.

Automobile Towing Service Storage Yard; Impound Lot: A place where automobile tow trucks are stationed between calls and where automobiles are temporarily stored after being towed for reasons other than mechanical malfunction. The dismantling or salvage of vehicles is not included in this definition.

Automobile, Boat, Truck, Motorcycle, RV Sales, Rental, and Service: A place where automobiles and other power sport vehicles are sold, rented or repaired by any of the following; mechanics, body shop technicians or electricians.

Awning or Canopy Sign: Any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A Marquee is not a canopy. A canopy sign shall be considered a wall sign. Any sign printed on a backlit canopy shall be considered a wall sign.

Banner: A canvas, plastic, cloth, or fabric sign used to advertise a product, service, event, or promotion. Banners are considered to be temporary signs only. (See Temporary Sign.)

Base Flood: The flood having a one percent chance of being equaled or exceeded in any given year.

Basement: Any area of the structure having its floor subgrade (below ground level) on all sides.

Bed and Breakfast Inn: Any residential structure within a zoning district which allows this land use wherein boarders are allowed to share guest rooms and living space with other guests and breakfast is served at no additional charge. No upper time limit on residency is to be established. In approval of a **Bed and Breakfast Inn** the city may consider impact on neighbors' parking needs, etc. and place additional requirements as deemed appropriate. Owner occupancy is not required. However, a 24-hour management presence is required for all operations when 1 or more guests are in residence.

Billboard: An off-premise sign having a specified display surface that advertises goods, products, or services, generally not available or sold on the premises.

Block: A piece or parcel of land entirely surrounded by public highway, streets, streams, railroad rights-of-way or parks, etc., or a combination thereof.

Board of Zoning Appeals (BZA): A local body created by ordinance, whose responsibility is to hear appeals from decisions of the local zoning administrative officials and to consider requests for variances and exceptions permissible under terms of the Development Regulations of the City of Leavenworth, Kansas.

Boarding or Rooming House: A building other than a bed and breakfast, hotel, motel, cafe, or restaurant where, for compensation, directly or indirectly, lodging and/or 2 meals per day are provided for three (3) or more boarders and/or roomers exclusive of the occupant's family.

Section 2. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Body hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and publication as provided by law.

Passed by the Leavenworth City Commission on this 8th day of September 2026.

Nancy D. Bauder, Mayor

{SEAL}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

MAYOR'S APPOINTMENTS

SEPTEMBER 8, 2026

Mayor Bauder

"Move to

*Appoint to the **Convention & Tourism Committee** Shawn Carns and Edna Wagner to terms ending January 31, 2030;*

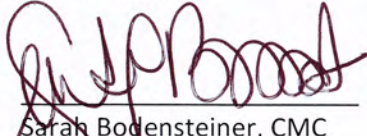
*Reappoint to the **Leavenworth County Juvenile Corrections Advisory Board** Kelly Williams to terms ending September 15, 2029."*

Requires a second and vote by the Governing Body.

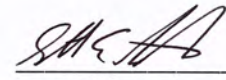
**POLICY REPORT
CONSIDER REQUEST FOR ABATEMENT OF SPECIAL ASSESSMENT
325 KIOWA STREET**

SEPTEMBER 8, 2026

Prepared by:


Sarah Bodensteiner, CMC
City Clerk

Reviewed by:


Scott Peterson
City Manager

ISSUE:

Consider the request from the property owner that the special assessment/nuisance fees be abated on the following property: 325 Kiowa Street

BACKGROUND:

In 2025, City Code Enforcement ordered the cleanup and mowing of the property located at **325 Kiowa Street** due to a nuisance condition involving tall weeds and/or grass. The City contracts with a third-party contractor to perform Code Enforcement mowings when property owners do not address nuisance conditions within the required timeframe.

Following a Code Enforcement mowing, the City sends an invoice to the property owner of record for the cost of the work, along with an applicable administrative fee. If the invoice remains unpaid, the City may file a lien against the property for the outstanding amount. If the amount remains unpaid, the City may subsequently place a special assessment for the unpaid costs on the property's tax roll.

For 325 Kiowa Street, the mowing occurred prior to the current owner's purchase of the property in September 2025. The current owner was therefore not the owner of record at the time the mowing was performed. The current owner is requesting that the **full \$309.56 special assessment** be abated.

K.S.A. 12-1617e authorizes cities to abate nuisances, including conditions such as tall weeds and grass, at the expense of the property owner. The statute also provides a mechanism for the City to recover the costs of nuisance abatement through a special assessment or lien against the property.

The Commission may consider the owner's request and take one of the following actions:

1. **Approve the request for full abatement** and authorize removal of the entire **\$309.56** special assessment from the property's tax roll;
2. **Approve a partial abatement or reduction** and authorize the special assessment to be reduced to an amount determined by the Commission; or
3. **Deny the request** and leave the **\$309.56 special assessment** in place.

Sarah Bodensteiner

From: Gentry Olson <gentryolsonbusiness@gmail.com>
Sent: Monday, August 24, 2026 12:56 PM
To: Sarah Bodensteiner
Subject: 325 Kiowa Property Tax Assessment Fees Regarding OLSON, GENTRY

You don't often get email from gentryolsonbusiness@gmail.com. [Learn why this is important](#)

Good afternoon Sarah, I am emailing per your request to state that when I attended the City Commission meeting on August 11th, 2026 I stated to the City Commision that I had taxes assessed to my property that I am not obligated to pay. I moved into my home and closed my home purchase on September 11th, 2025. The city fined Wesloh Homes during the time that the mowing fees were accrued to the property tax, not myself. I am requesting to the city that I am not held responsible for the previous owner not properly taking care of the grass and accruing property taxes from the city. If you need my Title closing paperwork to prove my move in date and transfer of ownership into my name, please let me know via email and I will scan the documents over to your office.

V/R,

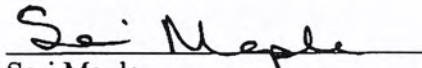
GENTRY OLSON

954-798-4820

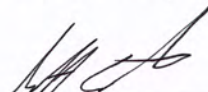
325 Klowa St, Leavenworth, KS 66048 Owner

POLICY REPORT 26-01
Employee Benefit Plan Renewal
September 8, 2026

Prepared by:


Sari Maple
HR Director

Reviewed by:


Scott Peterson
City Manager

ISSUE: Review and approve the recommended employee benefit coverages for the plan year beginning December 1, 2026.

STAFF RECOMMENDATION: Staff recommends renewal of the City's current benefit providers for the plan year beginning December 1, 2026:

- Blue Cross Blue Shield (BCBS) for medical coverage;
- Delta Dental for dental coverage; and
- UnitedHealthcare (UHC) for vision coverage.

BACKGROUND: The city transitioned to Blue Cross Blue Shield (BCBS) for medical coverage for the 2025–2026 benefit year due to a significant reduction in premiums. Delta Dental and UHC Vision remained the City's dental and vision providers.

During the initial renewal process, the City's benefits broker advised staff to anticipate an approximately 10% increase in BCBS medical premiums, with no significant plan design changes. Following additional negotiations, BCBS offered the City a 5.5% renewal increase under a "no-shop" arrangement, meaning the City would accept the negotiated renewal rather than market the medical plan to other carriers.

Delta Dental proposed a 3% premium increase. The dental renewal includes a two-year rate guarantee, with the subsequent 2028 renewal increase capped at 5%. The UHC Vision plan will have no premium increase for the upcoming plan year, which is the final year of the City's current three-year rate guarantee.

The only plan design change is to the BCBS Health Savings Account (HSA) High-Deductible Health Plan. The deductible will be adjusted as necessary to comply with applicable IRS minimum deductible requirements for HSA-qualified high-deductible health plans.

Based on the renewal terms, continuity of coverage, and negotiated rates, staff recommends continuing with BCBS for medical coverage, Delta Dental for dental coverage, and UHC for vision coverage. Upon Commission approval, all three plans will renew effective December 1, 2026.

For the upcoming open enrollment period, the City is also implementing **Employee Navigator**, an online benefits administration and enrollment portal. All eligible employees will be required to use the portal to actively enroll in or waive applicable benefit coverages. The new system is intended to streamline the enrollment process, improve accuracy, and provide employees with centralized access to benefit information and elections.

The City will also have a comprehensive Benefits Brochure to be distributed to current employees and new hires that will provide a benefit summary for all benefit options. This will reduce the amount of paperwork and filing currently required of the HR Department.

Open enrollment informational meetings for employees and retirees are scheduled for the week of October 5. Representatives from Human Resources, the City's benefits broker, and AFLAC will be available to provide hands-on assistance with enrollment through Employee Navigator. Representatives from BCBS, Delta Dental, and UHC will also be available during the meetings to provide plan information and answer individual benefit questions.

The City also plans to invite several community business partners, including Commerce Bank and Frontier Community Credit Union, to participate in selected open enrollment meetings and provide information about services available to employees.

BUDGET IMPACT: The UHC Vision plan will renew with no premium increase. BCBS medical premiums will increase approximately 5.5%, and Delta Dental premiums will increase 3%.

The city budgeted for an anticipated 10% increase in medical premiums. Because the negotiated BCBS renewal increase is 5.5%, the City's medical insurance costs will be lower than originally projected for the upcoming year. This reduction from the budgeted assumption lessens the financial impact associated with the City's employee compensation and benefit costs, which can be applied towards the cost-of-living adjustment (CASI).

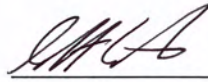
Policy Report No. 04-2026
Purchase of Nineteen (19) MDTs with Docking Stations
September 8, 2026

Prepared by:



Maj. Dan Nicodemus
Deputy Chief of Police

Reviewed by:



Scott Peterson
City Manager

ISSUE:

The Police Department is requesting approval to purchase nineteen (19) Panasonic Mobile Data Terminals (MDTs) with docking stations and 3-year warranty. These replace obsolete MDTs in our patrol vehicles.

STAFF RECOMMENDATION:

Staff recommend the purchase of nineteen (19) Panasonic Toughbook MDTs with 3-year warranty and docking stations from Bizco Technologies in the amount of \$81,502.21.

BACKGROUND

In late 2025, the Leavenworth Police Department was notified by the Kansas Bureau of Investigation that all devices with connection to KCJIS will need to be Windows 11 capable by January 1, 2027. Support, including security updates and patches, would no longer be available for Windows 10 devices. The department reviewed all computers with KCJIS connections and learned that nineteen of our mobile data terminals would be affected by this. These MDTs are not upgradeable to Windows 11 and need to be replaced by the end of 2026.

The Department presented the matter to the City Commission during budget discussions and in July, we received directions to proceed with the MDT replacement using CoreCivic Public Safety Funds.

BUDGET IMPACT

During budget discussions in July 2026, The City Commission provided guidance to proceed with replacement of the MDTs using the CoreCivic Public Safety Funds. The City began receiving monthly revenue from CoreCivic in early 2026 and the fund currently has a balance of \$75,000. Staff anticipate additional payments to cover the remaining \$6,502.21 difference. If that doesn't occur, Finance Director See stated other funds will be leveraged to make up the difference.

COMMISSION ACTION

Authorize the Police Department to purchase nineteen (19) Panasonic Toughbook MDTs with docking stations and 3-year warranty from Bizco Technologies in the amount of \$81,502.21.

ATTACHMENTS

1. Quote from Bizco Technologies for nineteen Panasonic Toughbook MDTs with 3-year warranty and docking stations for \$81,502.21.
2. Quote from Turnkey Mobile Inc. for nineteen Panasonic Toughbook MDTs with 3-year warranty and docking stations for \$82,536.00.
3. Quote from Sector Technologies for nineteen Panasonic Toughbook MDTs with 3-year warranty and docking stations for \$99,381.45.
4. March 2026 memo from KBI regarding Windows 11 requirement for KCJIS utilization.

RECORD OF WRITTEN/VERBAL QUOTES

Instructions:

This form is to be filled out by requesting departments.

FOR GOODS & SERVICES ESTIMATED TO BE OVER \$15K, YOU MUST RECEIVE WRITTEN QUOTES

Identify yourself and inform the vendor that you are soliciting for quotes for specific goods and/or services

Provide the vendor the quantity, unit of measure, description of the item(s) for requested pricing

Request firm pricing for the item(s)

Ensure that quotes are on equivalent goods/services

DO NOT disclose quoted prices among vendors; record the first price quoted

Always maintain professional conduct while soliciting for quotes as a representative of the City

SECTION I

1. DEPARTMENT	3a. REQUEST FOR:		3b. QUOTE TYPE		
Police Department	GOODS	SERVICE	VERBAL	WRITTEN	PUBLISHED
2. NAME OF PERSON SOLICITING QUOTES	☒	☐	Under \$15k	Under \$25k	Over \$25k
Maj. Dan Nicodemus	3c. FUNDING ACCOUNT		- -		
4a. VENDOR SELECTED	4b. JUSTIFICATION (as needed)		4c. PRICE		
Bizco Technologies	Lowest Quote		\$81,502.21		

5. GENERAL DESCRIPTION OF GOODS OR SERVICE REQUIRED
(19) Toughbook 56 MDTs with 3yr warranty, (19) Toughbook 56 Docking Stations
6. UNIT OF MEASURE / QUANTITY
19

SECTION II - VENDOR QUOTES

VENDOR #1 NAME	QUOTED PRICE
Bizco Technologies	\$81,502.21
ADDRESS / PHONE NUMBER / CONTACT INFO	
7950 O Street Lincoln NE 68510	
ADDITIONAL DETAILS	
Carl Steffens (402) 323-4805	
VENDOR #2 NAME	QUOTED PRICE
Turnkey Mobile Inc	\$82,536.00
ADDRESS / PHONE NUMBER / CONTACT INFO	
4510 Country Club Drive Jefferson City, MO 65109	
ADDITIONAL DETAILS	
Brian Hill/Terry Cage (913) 636-2651	
VENDOR #3 NAME	QUOTED PRICE
Sector Technologies	\$99,381.45
ADDRESS / PHONE NUMBER / CONTACT INFO	
2900 Justin Drive Suite A Urbandale IA 50322	
ADDITIONAL DETAILS	
Ashley Schepler (515) 528-1180	

RECORD OF WRITTEN / VERBAL QUOTES, Page 2

VENDOR #4 NAME	QUOTED PRICE

ADDRESS / PHONE NUMBER / CONTACT INFO

ADDITIONAL DETAILS

VENDOR #5 NAME	QUOTED PRICE

ADDRESS / PHONE NUMBER / CONTACT INFO

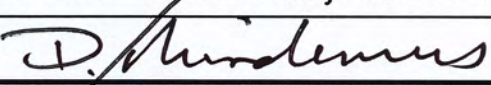
ADDITIONAL DETAILS

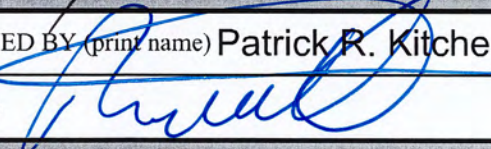
VENDOR #6 NAME	QUOTED PRICE

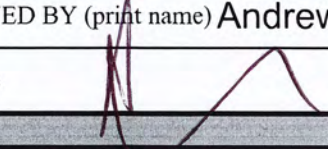
ADDRESS / PHONE NUMBER / CONTACT INFO

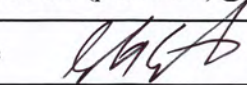
ADDITIONAL DETAILS

SECTION III

DOCUMENTED BY (print name) Maj. Dan Nicodemus	Title Deputy Police Chief
Signature 	Date 8-19-2026

REVIEWED BY (print name) Patrick R. Kitchens	Title Department Director
Signature 	Date 8-20-2026

REVIEWED BY (print name) Andrew See	Title Finance Director
Signature 	Date 8/20/26

APPROVED BY (print name) Scott Peterson	Title City Manager
Signature 	Date 8-24-26

QUOTE

Remit To:

Bizco Technologies
 7950 O Street
 Lincoln, NE 68510

Bill To:

Dan Nicodemus
 Leavenworth Police
 601 S 3rd St #2055
 Leavenworth, KS 66048

Email: dnicodemus@leavenworthks.gov

Phone: (913) 680-2502

Ship To:

Dan Nicodemus
 Leavenworth Police Department
 601 S 3rd St #2055
 Leavenworth, KS 66048

Email: dnicodemus@leavenworthks.gov

Phone: (913) 680-2502

Salesperson		Customer ID	Ship Via	P.O. Number	
Carl Steffens		(913) 680-2502	Ground		
QTY	Item Number	Description	Unit Price	Ext. Price	
19	FZ-56BZ00UBM	Panasonic Toughbook FZ-56 - Win11 Pro, Intel Core Ultra 5 235H vPro (up to 5.0GHz), AMT, 14.0in WUXGA 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 7, Bluetooth, 5G EM9291 (Sub6+C), GPS, COM Splitter, Dual Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat	\$3,217.21	\$61,126.99	
19	HA-56LVDS2H	Havis FZ-56 Lite/Standard Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55, 56. Includes Havis Power Supply. USB-C (3), USB-A (1), LAN, Gen 2 Docking Connector, Dual RF (SMA). Includes Diagnostic LED and Front USB-C. NO Video Out	\$790.11	\$15,012.09	
19	FZ-SVCTCR3Y	ToughCare Coverage for Rugged Devices (FZ56) 3 Year	\$282.27	\$5,363.13	
19	FZ-SVCTCR5Y	ToughCare Coverage for Rugged Devices (FZ56) Years 4 and 5	\$335.84	\$6,380.96	

QTY	Item Number	Description	Unit Price	Ext. Price
			Subtotal	\$87,883.17
			Total Shipping	\$0.00
			Total Tax	\$0.00
			Total Price	\$87,883.17

\$81,502.21

To accept this quote, sign here and return: _____

Thank You For Your Business!

All prices and descriptions are subject to change without notice. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until one of the following occur: 1.) a purchase order has been issued by you and accepted by Bizco or 2.) an order is place on-line and accepted by Bizco or 3.) a written proposal is accepted by you. The prices contained in this list may not be relied upon as the price at which Bizco will accept an offer to purchase products unless expressly agreed to by Bizco in writing. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Prices quoted may not include applicable taxes. Sales tax will be included on the invoice. Products are non-returnable unless approved in writing by Bizco Technologies within 30 days of invoice date. Those approved returns may be subject to a restocking fee. Payment terms are available upon credit approval; unless otherwise stated in writing, terns shall not exceed 30 days from date of invoice. Questions about these and other terms and conditions should be addressed by your sales representative.



Turn-Key
Mobile, Inc.

TURNKEY MOBILE INC

4510 Country Club Dr
Jefferson City Missouri 65109

Estimate

Estimate#	: EST-16743	Sales person/ISS	: Brian Hill
Estimate Date	: 08/12/2026	Created By (ISS)	: Terry Cage
Expiry Date	: 09/11/2026	Purchasing Contract	: None

Bill To	Ship To
Leavenworth Police Dept 601 S. 3rd St Suite 2055 Leavenworth, Kansas 66048	Leavenworth Police Dept 601 S. 3rd St Suite 2055 Leavenworth, Kansas 66048

#	Item & Description	Qty	Rate	Amount
1	FZ-56BZ00UBM Panasonic Mk 1 Win11 Pro, Intel Core Ultra 5 235H vPro (up to 5.0GHz), AMT, 14.0" WUXGA 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 7, Bluetooth, 5G EM9291 (Sub6+C), GPS, COM Splitter, Dual Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat ** FZ-56 Touch models do not ship standard with a stylus or tether (FZ-VNP027U and FZ-VNT005U are separate SKUs).	19	3,163.00	60,097.00
2	FZ-SVCTCR3Y Panasonic ToughCare Coverage for Rugged Devices (FZ56) 3 Year	19	278.00	5,282.00
3	HA-56LVDS2H Havis Panasonic TOUGHBOOK 55 & 56 Laptop with Standard Port Replication & Dual Pass-Thru Antenna Connections with Havis Power Supply Back ports: USB-C (2), USB-A, DC-In, LAN, Antenna Switch Front port - USB-C TOUGHBOOK COMPATIBILITY - FZ-56 & FZ-55 (NOT COMPATIBLE WITH CF-54)	19	903.00	17,157.00

Terms & Conditions

Looking forward to doing business with you. Shipping Charges are not included unless otherwise stated.

Note: Product, descriptions, and available inventory are updated frequently and may change without notice. The pricing provided in this quote is based on current market conditions and is subject to change due to various factors, including but not limited to supply chain changes and external economic conditions, including tariffs. To prevent raising prices across the board, Turn Key Mobile passes on international manufacturer surcharges and tariff fees as a separate line item on invoices.

All PO placed orders have net 30 day terms, no discounts. All full/partial invoice payments are due in NET30 terms, unless otherwise stated in contract. If order contains equipment with or without services, payment for all hardware and/or product delivered is expected to be paid upon delivery (to customer and/or service/installation provider). Services will not be invoiced until complete and approved. Credit card payments are accepted with a 3% Service Charge added to the overall invoice price. This Service Charge will be displayed as a separate line item. ACH payments are also accepted with no processing or service fees. An ACH form can be requested by email at AR@turnkeymobile.com.

Return Policy: All PANASONIC sales are final. ONLY Panasonic can make exceptions for returns. Any items or materials that are approved to be returned by the manufacturer and TKM, are subject to a 20% restocking fee. All return requests must be made within 30 days of delivery to customer.

Sub Total	82,536.00
Total	\$82,536.00

Authorized Acceptance Signature

QUOTE

Estimate# EST-12108

SECTOR

2900 Justin Drive, Suite A
Suite A
Urbandale Iowa 50322 U.S.A

Estimate Date : 08.11.2026
Expiry Date : 09.11.2026
Reference# : Leavenworth PD-KS, 19
Toughbooks

Bill To
Leavenworth PD KS
601 S 3rd St #2055
Leavenworth, 66048, KS

Subject :
Leavenworth PD-KS, 19 Toughbooks

#	Item & Description	Qty	Item Cost	Discount	Amount
1	Sector Scope of Work SKU : SCTR-SOW Amy Peters, 913-547-2122 apeters@leavenworthks.gov Major Dan Nicodemus- email approval 6.2.26 1pm dnicodemus@leavenworthks.gov (913) 680-2502	1.00 QTY	0.00	0.00	0.00
2	Panasonic FZ-56 SKU : SCTR-FZ-56 Win11 Pro, Intel Core Ultra 5 235H vPro (up to 5.0GHz), AMT, 14.0in WUXGA 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 7, Bluetooth, 5G EM9291 (Sub6+C), GPS, COM Splitter, Dual Pass (BIOS Selectable), Mic and Infrared 5MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat	19.00 QTY	4,384.85	10.00%	74,980.93
3	ToughCare Coverage for Rugged Devices (FZ56) 3 Year SKU : SCTR-FZ-SVCTCR3Y	19.00 QTY	356.00	5.00%	6,425.80
4	Havis FZ-56 Lite/Standard Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55, 56. SKU : HA-56LVDS2H Includes Havis Power Supply. USB-C (3), USB-A (1), LAN, Gen 2 Docking Connector, Dual RF (SMA). Includes Diagnostic LED and Front USB-C. NO Video Out.	19.00 QTY	1,196.00	22.00%	17,724.72
Sub Total					99,131.45
Shipping charge					250.00
Total					\$99,381.45

Notes

Onsite Installation Available for \$499/vehicle.

Terms & Conditions

The parties do not intend for the above terms to be a binding agreement among the parties with respect to the subject matter hereof. Product, available inventory, additional fees and pricing data are updated frequently and may change without notice. Pricing is not finalized until purchase order is made by department. All prices are displayed in USD.

Requirements for On-Site Mobile Installation Accommodations: To ensure the safety, comfort, and efficiency of SECTOR Technology Group's technicians during mobile installations, the following requirements must be included in the Statement of Work (SOW):

Work Environment

- Sheltered Work Area: A designated area protected from external weather conditions (e.g., rain, snow, wind, direct sunlight). This may include a garage, mobile workspace (tent or canopy with proper securing), or indoor facility.
- Climate Control: The temperature in the workspace must be maintained between 50°F and 80°F to ensure equipment safety and technician comfort. If environmental standards are not met, a surcharge of \$100 per technician per day will apply. For single-day projects, this is a flat fee; for multi-day projects, it applies daily. Sector reserves the right to reschedule, postpone, or contract an appropriate facility for installation.

Vehicle Access

- Vehicle Space: Adequate room is required for technicians to access all sides of the vehicle, including underneath and overhead. Clearance must allow for full operation of vehicle doors, hoods, and trunks.
- Schedule: Vehicles scheduled for installation must be clean and ready to minimize delays.
- Power Supply: Accessible 120V or higher electrical outlets must be available within 50 feet of the workspace. Backup generators or battery systems should be provided to ensure uninterrupted power.

Security

- Secure Area: The worksite must allow for secure storage of tools, equipment, and customer vehicles during the installation period.
- Restricted Access: Access to the worksite should be limited to authorized personnel to prevent disruptions and ensure safety.

Other Requirements

- IT Point of Contact: The customer's IT contact must be available during onsite installation. A mobile number must be provided at the time of sale.
- Restroom and Break Facilities: On-site access to restroom facilities and an indoor or shaded area for technician breaks is required.

Customer Responsibilities

- Provide all required accommodations before installation begins.
- Ensure the vehicle fleet list is provided at the time of sale.
- Designate a contact person to coordinate and address any immediate concerns during the installation process.

Implications of Unmet Requirements: Failure to meet the above requirements may result in additional charges to compensate Sector for project delays, including lodging, mileage, per diem (food), etc. If suitable accommodations cannot be made, the project may be delayed or rescheduled, potentially resulting in a minimum delay of 8–12 weeks and significant additional cost to the customer.

Vehicle Compatibility Disclaimer

If the vehicle provided for installation differs from the specifications agreed upon at the time of sale—such as being a non-PPV/SSV (civilian model) instead of a designated police or special service package—additional labor charges may apply. Civilian models may require extended diagnostic time, alternative wiring methods, or non-standard integration solutions. These additional efforts will be billed at SECTOR's standard labor rate and may impact the project timeline.

Project Change Orders

- Definition: A Change Order is a written modification to the original project scope, timeline, or cost, resulting from new requirements, unforeseen conditions, or customer-initiated requests.
- Authorization: All Change Orders must be approved in writing by an authorized customer representative. Contact information must be provided at the time of sale.
- Limited Authorization: In some cases, the customer may grant limited authorization for specific projects (e.g., upfit projects). Contact information for limited authorization must be provided at the time of sale. In the absence of such direction, SECTOR will presume no limited authorization exists.
- Impact on Schedule: Change Orders may delay the original schedule. Adjustments must be approved before work begins.
- Ongoing Work: Work on the original scope will continue unless otherwise agreed in writing.

Return Policy

Return Eligibility Return requests must be submitted in writing and approved prior to product installation. Items that have been installed, used, or altered are not eligible for return.

Condition of Returned Items All items must be in original, unused condition with original packaging, accessories, manuals, and documentation. Returns are subject to inspection and approval.

Restocking Fees A 35% restocking fee plus return shipping costs will apply to all returned items, unless the return is due to a product defect or SECTOR's error. Additional manufacturer restocking fees may apply and will be assessed per the manufacturer's policies.

Note: When applicable, the total restocking fee will be the greater of:

- SECTOR's standard 35% fee plus return shipping costs, or
- The manufacturer's restocking fee plus any related shipping costs.

- Non-Returnable Items: Items designated as non-returnable, including special orders, custom-fabricated products, and discontinued items, are not eligible for return under any circumstances.

- Refunds and Credits: Approved returns will be credited to the customer's account, minus any applicable restocking or manufacturer fees and shipping.

- Responsibility for Return: Shipping. Unless otherwise specified, the customer is responsible for all return shipping costs and assumes the risk of loss or damage during return transit.

Demo Policy

- Purpose: Demos allow customers to evaluate SECTOR Technology Group's products and solutions before purchase. All demos will be conducted within the allotted time period stated in the Demo Statement of Work (Demo SOW).

- Care and Responsibility: Demo units are provided for evaluation purposes only and must be handled with care. If a demo unit is damaged, lost, or otherwise rendered unusable while in the customer's possession, the customer is responsible for repair or replacement costs.

- Availability for Purchase: At any time during the demo process, the unit is available for purchase at the price listed in the Demo Quote provided.

- Support and Check-Ins: SECTOR will conduct regular check-ins throughout the demo timeline to ensure proper function, provide assistance, and gather feedback.

Demo Conclusion: Upon completion of the demo period, the customer must either return the demo unit in its original condition with all accessories, or proceed with purchase. Failure to return the demo equipment within the agreed timeframe may result in invoicing for the full purchase amount as outlined in the Demo Quote.



Tony Mattivi
Director

**KANSAS BUREAU OF
INVESTIGATION**
DEDICATION | SERVICE | INTEGRITY

Kris W. Kobach
Attorney General

KCJIS Users

March 3, 2026

RE: Windows 11 or greater requirement for KCJIS utilization

Dear Stakeholders,

This communication is to notify you of an upcoming technology requirement that will directly impact continued access to KCJIS.

Last year Microsoft announced the Windows 10 operating system will reach its end of support on October 14th, 2025. After this date, systems running Windows 10 or below will no longer receive security updates, patches, or technical support. While Microsoft does offer a fee-based Extended Security Updates (ESU) Program allowing for additional support up to October 14th, 2028. Systems that are not receiving Microsoft support present a significant cybersecurity risk. This risk includes increased vulnerability, malware, ransomware, and unauthorized access to sensitive criminal justice information.

To mitigate risks and maintain compliance with criminal justice security standards, all KCJIS terminals must be upgraded to Windows 11 by January 1, 2027. The Kansas Bureau of Investigation (KBI) will disable KCJIS access for any non-compliant terminals effective January 1, 2027, unless there is documented Microsoft ESU in place. As a reminder, the memorandum of agreement between your agency and the KBI indicates that all equipment shall be updated and maintained. Failure to maintain your equipment may result in a loss of access.

Livescan devices are not currently impacted by the Windows 11 deadline and will not be affected by the January 2027 enforcement date. However, Livescan devices will require upgrades in the future and additional guidance will be communicated at that time.

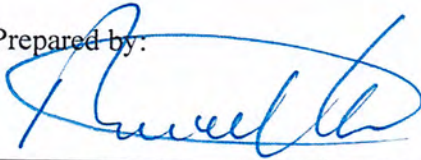
The KBI is here to assist you as work to upgrade to Windows 11+. We expect that you will need assistance in reconfiguring your VPN connection. The KBI Service Desk will be sending out instructions to the Agency TAC (Terminal Agency Coordinator) on how to update your VPN connection.

If you have questions or need assistance, please consider contacting your agency's IT department first, or you can reach out to the KBI Service Desk: (785) 296-8245.

Thank you for your attention to this matter and for your continued commitment to protecting the security and integrity of Kansas criminal justice information systems.

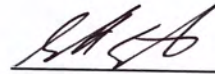
Policy Report No. 7-2026
Agreement with The Guidance Center – Leavenworth to facilitate a Mental Health
Co-Responder Program
September 8, 2026

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Scott Peterson, City Manager

ISSUE:

The Police Department is requesting the City Commission re-authorize an agreement with The Guidance Center – Leavenworth that established Mental Health Co-Responder Program.

BACKGROUND:

In 2024, the City of Leavenworth and The Guidance Center - Leavenworth entered into an agreement to establish the Mental Health Co-Responder Program. The agreement (attached) essentially outlines the city will pay a minimum of \$25,000 to a maximum of \$50,000 annually to the Guidance Center to pay for a portion of salary of the employee who functions in that role. The Guidance Center hired Andrea Kessler and she has been serving in that role ever since.

Ms. Kessler works out of the Leavenworth Police Department and is a vital asset to our public safety mission. The program has worked incredibly well. The Policy report includes her efforts this year through the end of August.

The Leavenworth Police Department and the Guidance Center – Leavenworth remain committed to this program and very much wish for it to continue.

BUDGET IMPACT:

The City of Leavenworth's portion of this project is funded through the Opioid Settlement Agreement with the Kansas Attorney General. Our current balance in that fund is \$148,801.73.

We pay the Guidance Center \$4,166.66 monthly to meet our primary obligation of \$50,000 per year.

STAFF RECOMMENDATION:

Staff recommends approval.

COMMISSION ACTION:

Authorize the City of Leavenworth to enter into an agreement with The Guidance Center
– Leavenworth to establish a Mental Health Co-Responder program.

LEAVENWORTH MENTAL HEALTH CO-RESPONDER MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is a collaboration between the **City of Leavenworth, Kansas** (the "City"), and **The Guidance Center, Inc.**, a Kansas not for profit corporation (the "Center"), to address potential mental health and co-occurring substance use disorder issues in the community by sharing resources and expenses to fund a shared Co-Responder position dedicated to the City (herein referred to as the "Project"). The City and the Center are collectively referred to herein as the "Parties" or individually as a "Party".

1. Purpose.

- (a) The purpose of the Project is to find ways that the mental health and criminal justice systems of Leavenworth County, specifically within the City, can work in partnership to improve service response to individuals who suffer from mental health issues and have co-occurring substance use disorders, or who are in danger of becoming alcoholics or drug abusers, specifically by providing for the services of a Qualified Mental Health Professional (the "Co-Responder").
- (b) The purpose of this MOU is to:
 - (i) delineate the responsibilities of the parties to the Project;
 - (ii) maximize interagency cooperation; and
 - (iii) formalize the relationships between the parties and their employees regarding Project operations, policies, planning and training.

2. Effective Date, Duration, Termination, and Funding.

- (a) Term. This MOU shall become effective upon execution by all Parties. Subject to early termination as provided below, the term of this MOU and the duration of this Project shall be one (1) year, commencing as of September 1, 2026. This MOU may be extended or renewed for additional years upon written agreement of the Parties.
- (b) Termination. Notwithstanding the foregoing, and in addition to any remedies in the event of default, either Party may terminate its relationship with the Project and withdraw from the Project and this MOU at any time, by written notification to the other Party at least (60) days prior to termination. The terminating Party will be responsible for its pro rata share of the costs of the Project up to, and including, the last date of its participation, regardless of the use of the Co-Responder. Notice of termination shall be delivered to the Project Leadership Team.
- (c) Funding. Notwithstanding anything in this MOU to the contrary, the City's ability to participate in the Project is dependent on funding allocated to and actually received by the City from the National Opioid Settlements Implementation Administrator and through the State of Kansas. For the 2026 calendar year, the City has allocated and agrees to contribute to the Project a sum not to exceed Fifty Thousand and No/100 Dollars (**\$50,000.00**), which sum shall be paid by the City in equal monthly installments of **\$4,166.66**. Should this MOU be renewed or

extended for the 2027 and 2028 calendar years, the City agrees to contribute to the Project a sum of not less than \$25,000.00, but not more than \$50,000.00, subject to allocations received.

Such amounts shall be used by the Center solely for purposes of the Project and for paying the costs and expenses of the Co-Responder, including but not limited to salary, retirement, expenses, disability, and all other employment-related benefits incident to the Co-Responder's employment with the Center. All other and additional costs and expenses in excess of the amount allocated and paid by the City shall be the responsibility of the Center.

- (d) Cash Basis and Budget Laws. Expenditure of funds as part of the Project will be subject to the respective budgetary processes of each Party. To the extent that this MOU is interpreted as requiring any expenditure of funds by any City, the Parties acknowledge that the City is subject to the provisions and limitations of the Kansas cash-basis law, K.S.A. 10-1101 *et seq.*, as amended, and the Kansas budget law, K.S.A. 79-1935, as amended, and the City is obligated only to pay expenditures as may lawfully be made from (i) funds budgeted and appropriated for that purpose during that City's current budget year, or (ii) funds made available from any lawfully operated revenue producing source.

3. Organizational Structure, Control, and Responsibilities.

(a) Organizational Structure.

- (i) The oversight of the Project will be cooperatively provided by the Parties.
- (ii) Each Party will designate one individual to be that Party's point of contact. These points of contact will make up the Project Leadership Team.
- (iii) The Parties will facilitate regular meetings of the Project Leadership Team and any other appropriate individuals to address the progress of the Project, as well as other justice and mental health related projects or issues.

(b) Roles and Responsibilities of the Parties.

- (i) The Center will hire, employ, and supervise one Co-Responder as part of the Project. The Parties acknowledge and agree that additional Co-Responders may be added under this MOU upon written agreement between the City and the Center.
- (ii) The Center expressly represents and warrants to the City that the Co-Responder is not and shall not be construed to be an employee of the City and that the status of the Center is that of independent contractor for the City and that the Center is solely responsible for Co-Responder's actions and inactions. The Center also agrees that neither it, nor the Co-Responder may enter into contracts or agreements on behalf of the City or to otherwise create obligations of the City to third parties.

- (iii) The City may participate in the interview and hiring process with the Center, though the Center will retain the ultimate decision-making authority regarding the hiring and employment of the Co-Responder.
- (iv) The Center shall provide the Co-Responder with, or ensure that the Co-Responder has, a vehicle and cell phone for the Co-Responder's use in his/her Project duties.
- (v) The Co-Responder will work in cooperation with the City to assist the City with individuals who suffer from mental health issues and co-occurring substance use disorders and who are contacted by law enforcement.
- (vi) The Co-Responder will report to the Center for administrative matters (e.g., leave, pay, benefits) and for other matters unrelated to the case-specific work assignments of the Project. The Co-Responder will coordinate with the City with regard to respective case-specific work assignments.
- (vii) It shall be the joint responsibility of the Center and the Co-Responder to regularly and in a timely manner inform the City of scheduled vacation, training, annual leave, or sick leave. The Co-Responder will observe holidays as set by City government. When the Co-Responder is on leave for any reason, back-up coverage will not be provided.
- (viii) The Co-Responder shall be subject to the personnel policies and procedures of the Center. To the extent they are not in conflict with Center policies, the City's personnel policies shall also apply to the Co-Responder when he/she is working in or coordinating with the City. It shall be the responsibility of the City to inform or train the Co-Responder on the personnel policies applicable to him/her. Performance appraisals will be handled by the Center, except that the City will be given the opportunity to provide written comments for discretionary use by the Center in the appraisal process.
- (ix) The Center and the City will each provide a work station designated for the use of the Co-Responder. The City will provide the Co-Responder with a portable police radio. The City will provide him/her a computer and any other equipment necessary to fulfill Project duties.
- (x) The Co-Responder position will be a salaried exempt position which will work full-time (40 hours per week), allocating work time as calls for service and workload requires.
- (xi) As law enforcement officers respond to the scene of a call and it is determined that assistance of the Co-Responder will aide in the disposition of the call, the responding officer will work jointly with the Co-Responder, either directly or through dispatch.
- (xii) Co-Responder training shall be provided by the Center including, but not limited to, issues related to confidentiality. Additional training, as appropriate, may be provided as needed by the City.

- (xiii) The City will provide training to the Co-Responder and their respective employees on the Project with regard to Project goals and protocols, including communication protocols for determining the need for the Co-Responder, situational awareness training, and information security training and credentialing as required by Criminal Justice Information System (CJIS) and KCJIS (Kansas Criminal Justice Information System).
 - (xiv) If the Co-Responder has complaints, suggestions, comments, or concerns regarding the policies, procedures, practices or decisions of the City, the Co-Responder is to first present such concerns to his or her immediate Center supervisor who may, in turn, pursue discussions with the City. However, it is permissible and encouraged for the Co-Responder to communicate with City staff regarding daily issues pertaining to efficient and effective case processing.
 - (xv) In any instance in which the Co-Responder, in the judgment of the City, may have engaged in misconduct or failure to fulfill the mission or purpose of the Project as requested, the City shall notify the Center, in writing, of the details of the alleged misconduct or failure. The Center shall then undertake an appropriate review of the allegations and, in the event the allegations are confirmed, implement any necessary or appropriate discipline up to, and including, termination of the Co-Responder, after discussion with the Project Leadership Team, as deemed appropriate.
 - (xvi) Should the Project be terminated for any reason, the Center is solely responsible for any and all decisions as to whether to continue to employ a Co-Responder. The Co-Responder shall have no recourse against the City for any employment decision(s) made by the Center, including termination of the Project or termination of the Co-Responder.
 - (xvii) Equipment and other tangible property provided to the Co-Responder by the City as part of the Project will remain property of the City and must be returned to the City immediately upon termination of the Co-Responder, or within thirty (30) days of the termination of the Project, unless otherwise agreed to in writing.
 - (xviii) The Co-Responder shall, to the extent practical, keep a general account of time spent working for the City, including types of activities, police calls, and training.
 - (xix) Each Party shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project and this MOU.
- (c) Confidentiality; Inquiries.
- (i) The Parties shall adhere to all applicable laws and policies regarding the confidentiality of data or information obtained during the Project. To the extent required by law, the Parties shall comply with HIPAA, and are to maintain the confidentiality of personal health information (PHI), sharing that PHI only to the extent necessary to coordinate treatment or disposition of the crisis situation.

- (ii) As a general rule, all outside inquiries regarding the Project shall be directed to the City's Public Information Officer. Any inquiries involving mental health case supervision issues shall be directed to the Center.

4. **Insurance and Indemnity.**

- (a) **Insurance.** Unless otherwise waived in writing, and except as provided below, each of the Parties shall procure and maintain in effect throughout the duration of this MOU insurance coverage not less than the types and amounts specified in this section.
 - (i) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - (A) Severability of Interests Coverage applying to Additional Insureds
 - (B) No Contractual Liability Limitation Endorsement
 - (C) Additional Insured Endorsement, ISO form CG20 10, or its equivalent.
 - (ii) Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of \$500,000 disease-policy limit and \$100,000 disease-each employee. Provided, however, it is understood and agreed by the Parties that the Co-Responder shall be covered by the Center's Workers' Compensation and Employer's Liability self-insurance and excess insurance coverage.
 - (iii) Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the MOU.
 - (iv) The Center shall carry Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
 - (v) The City shall carry Law Enforcement Liability Insurance with \$1,000,000 combined single limit for bodily injury, personal injury, and property damage liability per occurrence, and \$1,000,000 annual aggregate.

The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to the other Party, ten (10) days in the event of nonpayment of premium. Each Party's Commercial General and Automobile Liability Insurance specified above shall name the other Party as additional insured for the services performed under this MOU. Each party shall provide to the other at execution of this MOU a certificate of insurance showing all required endorsements and additional insureds. All insurance coverage must be written by companies that

have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Kansas to do business in Kansas.

- (b) Indemnification for Negligence. To the extent permitted under applicable law, including but not limited to the Kansas tort claims act, as amended, the Parties shall indemnify and hold each other harmless and any of their agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this MOU, caused by the other party, its employees, agents, subcontractors or caused by others for whom the party is liable, in the performance of the services under this MOU.

5. Default and Remedies.

- (a) The occurrence of any of the following events by either Party for thirty (30) days after receipt by the defaulting party of written notice thereof and defaulting Party's failure to cure, or to diligently commence the cure of, the same, shall deem that party in material default of this MOU:
 - (i) Failure to comply with any of the material provisions required of either party under this MOU; or
 - (ii) The suspension, revocation or termination of any power, license, permit, or authority that has the effect of preventing either party from performing under this MOU; or
 - (iii) Nonpayment by either party of any sums required to be paid or remitted herein.
- (b) If either Party shall be in default or breach of any provision of this MOU, the non-defaulting Party may terminate this MOU, suspend the defaulting Party's performance, withhold payment, or invoke any other legal or equitable remedy.

6. Assignability or Subcontracting.

The Center shall not subcontract, assign or transfer any part or all of the Center's or the Co-Responder's obligations or interests under this MOU without the City's prior approval.

7. Miscellaneous.

This MOU shall inure to the benefit of, and shall be binding upon, the Parties and their respective successors. This MOU may be executed in one or more counterparts, including by facsimile, each of which when compiled in its entirety shall together constitute one and the same instrument. Except as specifically provided in this MOU, all of the provisions of this MOU shall be severable. In the event that any provision of this MOU is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this MOU shall be valid unless the court finds that the valid provisions of this MOU are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the Parties to this MOU could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties. Unless stated otherwise in this

Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by both Parties. This Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the City and the Center have caused this MOU to be duly executed as set forth below.

CITY OF LEAVENWORTH, KANSAS

THE GUIDANCE CENTER, INC.

By: _____
Nancy Bauder, Mayor

By: _____

Date: _____

Printed Name: _____

ATTEST:

Title: _____

By: _____
Sarah Bodensteiner, CMC, City Clerk

Date: _____

August 2026 CIT CO-RESPONDER ACTIVITY REPORT

Type of Contact	Count of Type of Contact
Dispatched	4
Collaboration	45
Initial Contact	31
Repeat Contact	50
Telephone	14
Self-Initiated	40
Outreach Attempt	2
Total	186
Unduplicated Contacts	95
Roll Calls Attended	
Day Shift	0
Swing Shift	0
Night Shift	0
Total	0
Hospital Admissions	2
Jail Bookings	0
Diversions from jail	16
Diversions from ER	16
Diversions from PPC	2

Year to Date Data	
Dispatched	30
Collaboration	237
Initial Contact	147
Repeat Contact	372
Telephone	107
Self-Initiated	278
Outreach Attempt	34
Total	1205
Unduplicated Contacts	685
Roll Calls Attended	
Day Shift	0
Swing Shift	3
Night Shift	0
Total	3
Hospital Admissions	14
Jail Bookings	0
Diversions from jail	120
Diversions from ER	134
Diversions from PPC	6

Substances	9
Substance Services provided	2
Juvenile Contacts	11
Court	3
meetings/trainings participated in	11
Referred to Community Resources	4
Community Support Events	0
Training/Teaching	1
Referred to Mobile Crisis	1
APS Report Completed	0

Substances	59
Substance Services provided	22
Juvenile Contacts	42
Total Court	26
Total Meeting/trainings	101
Total Community Resources	16
Community Support Events	1
Training/Teaching	8
Referred to Mobile Crisis	9
APS Report Completed	2

Homeless contacts	14	59
Referral Source		
LVPD emails, phone etc. not dispatched	5	59
Client/family initiated	4	41
Heartland Consultant/PAT Team	5	12
ACT Team-TGC	1	4
TGC	2	13
APS/DCF	2	7
Self/ PD Pass along	29	150
County Attorney	0	0
Riverside Resource	0	1
Sheriff	0	2
Outside provider	4	18
Probation	4	17

Patrick Kitchens

From: Andrew See
Sent: Tuesday, August 25, 2026 9:16 AM
To: Patrick Kitchens
Subject: RE: MOU with the Guidance Center

Chief,

Current balance of Opioid funding is: \$148,801.73
Monthly amount for the co-responder is: \$4,166.66

From: Patrick Kitchens <pkitchens@leavenworthks.gov>
Sent: Tuesday, August 25, 2026 7:17 AM
To: Andrew See <Andrew.See@leavenworthks.gov>
Subject: MOU with the Guidance Center

Andrew,

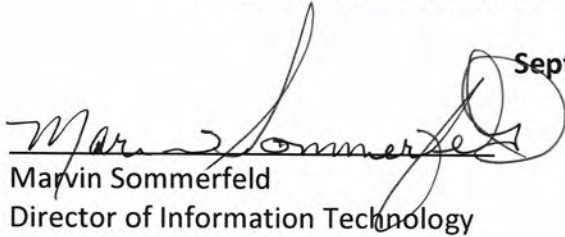
Recall we spoke briefly about renewing the agreement with the Guidance Center to continue funding a portion of Andre Kessler 's Mental Health Co-Responder position. I will be attending the September 8, 2026 Commission Meeting for that request. I need a couple of things to include in the policy report.

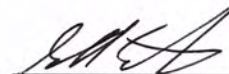
The current balance of the opioid funds available.
The current amount we pay monthly to the Guidance Center.

Thanks
Chief

POLICY REPORT
CONSIDER THE PURCHASE OF MICROSOFT OFFICE SUBSCRIPTIONS

September 8, 2026


Marvin Sommerfeld
Director of Information Technology


Scott Peterson
City Manager

ISSUE:

Renew Microsoft licensing subscription at the Microsoft 365 Government G5 level to significantly improve network security and implement enterprise endpoint management.

BACKGROUND:

Last year, the City Commission approved the purchase of a mixed licensing package consisting of F1, F3, G3, and a limited number of G5 licenses. This purchase allowed us to transition most of our accounts into the cloud and to evaluate our licensing needs. Over the past year, the IT Department has concluded that our current licensing structure does not meet the city's operational and security needs. Frontline F1 and F3 tiers do not include the advanced identity protection, threat detection, and compliance tools available in G5. Because only a fraction of the staff holds G5 licenses, IT cannot apply unified Conditional Access policies or comprehensive Mobile Device Management (MDM) across the entire municipal network, leaving unmanaged devices and unprotected user accounts exposed to nefarious activity.

BENEFITS OF STANDARDIZING ON MICROSOFT 365 G5:

Consolidating all users onto Microsoft 365 Government G5 delivers an enterprise-wide security baseline and resolves operational limitations:

- **Mobile Device Management (MDM):** Microsoft Intune provides centralized configuration, endpoint posture checks, and automated application deployment across all city-owned and mobile devices.
- **Conditional Access Policies:** Microsoft Entra ID P2 enforces real-time, risk-based access decisions. Evaluating user identity, device compliance, network health, and sign-in risk before granting access to municipal systems.
- **Unified Advanced Threat Protection:** Microsoft Defender for Endpoint and Defender for Office 365 offer automated investigation, endpoint detection and response (EDR), and proactive attack surface reduction to prevent future security compromises.
- **Streamlined Compliance & Governance:** Built-in compliance toolsets satisfy federal and public sector standards (CJIS, FedRAMP, HIPAA) while meeting mandatory cyber-insurance mandates.
- **Microsoft Teams phone:** A G5 license would allow the City the option to leverage the VOIP features of Microsoft Teams.

STAFF RECOMMENDATION:

Staff recommends the purchase of Microsoft M365 cloud G5 subscription licensing using the Kansas NVP Software contract, executed through CDWG, totaling \$111,496.39. This project is in the annual operating budget.

ATTACHMENTS:

- CDW-G QUOTE



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

Subscription Quote Confirmation

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

MARVIN SOMMERFELD,

Thank you for choosing CDW for your subscription service needs. The details of your quote are below.

Quote Expiration Date: 09/17/2026

Quote valid for 30 days, subject to OEM price changes.

This order is non-cancelable, non-returnable unless warranted by the manufacturer.

Quote #	Quote Date	PO #	CUSTOMER #
PZHX622	August 18, 2026	260818	3691000

Quote Details

ITEM	QTY	UNIT PRICE	Item Total
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NGE M365 G5 G

CDW #: 7980804

MICROSOFT NEW COMMERCE GOV

NGE M365 G5 A	187	\$561.97/Year	\$105088.39/Year
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Contract: Kansas NVP Software- Local customers only.

NGE M365 F5 COMP SEC G

CDW #: 8059960

MICROSOFT NEW COMMERCE GOV

NGE M365 F5 Comp Sec A	50	\$128.16/Year	\$6408.00/Year
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Contract: Kansas NVP Software- Local customers only.

Annual Fee	\$111,496.39/Year
Minimum Contract Annual Total*	\$111,496.39

*Tax will be calculated at the time of invoicing.

Addon Details - Estimate Items Cost based on Usage**

Item	Qty	Unit Price	Item Total
NGE Support A	187	\$0.01/Year	\$1.87/Year
NGE Migration and Supported Backup A	0	\$26.61/Year	\$0.00/Year
NGE Standalone Backup w Support A	0	\$18.60/Year	\$0.00/Year

NGE Onboard A	187	\$0.01/Year	\$1.87/Year
NGE Enhanced Onboard EMS E5	0	\$924.30/One-Time	\$0.00/One-Time
NGE Enhanced Onboard Entra ID	0	\$770.25/One-Time	\$0.00/One-Time
NGE Enhanced Onboard Win1011 E5	0	\$821.60/One-Time	\$0.00/One-Time
Addon Ex Server Decom (One-Time-Fee) Max Qty 5	0	\$717.87/One-Time	\$0.00/One-Time
Addon AD Connect Deploy (One-Time-Fee) Max Qty 1	0	\$502.20/One-Time	\$0.00/One-Time
NGE Support A	50	\$0.01/Year	\$0.50/Year
NGE Standalone Backup w Support A	0	\$18.60/Year	\$0.00/Year
NGE Migration and Supported Backup A	0	\$26.61/Year	\$0.00/Year
NGE Onboard A	50	\$0.01/Year	\$0.50/Year

Monthly Fee	\$0.00/Year
Estimated Additional Annual Total*	\$1.00
Estimated Annual Grand Total	\$111,501.13

Billing and Payment Info

Billing Address

100 N 5TH ST, LEAVENWORTH, KS 66048-1912

Payment Type

Net 30 Days-Govt State/Local

Address of Use

100 N 5TH ST, LEAVENWORTH, KS 66048-1912

Subscription Contact Details

Business Contact	Name	MARVIN SOMMERFELD
	Email	marvin.sommerfeld@firstcity.org
	Phone	(913) 684-0369
Technical Contact	Name	MARVIN SOMMERFELD
	Email	marvin.sommerfeld@firstcity.org
	Phone	(913) 684-0369



Sales Contact Info

Neal Zolt | (312) 705-4594 | nealzol@cdwg.com

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SPS-OC:002 | | SPS 205 | Customer#: 3691000

POLICY REPORT PWD NO. 26-32

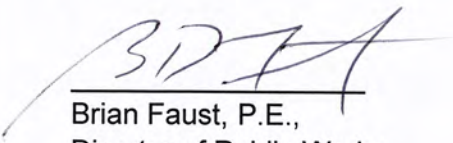
CONSIDER APPROVAL OF A PIPELINE EASEMENT FOR SOUTHERN STAR CENTRAL GAS
PIPELINE INC.

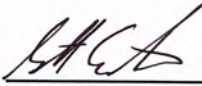
KDOT PROJECT. 92-52 KA-6016-01

September 8, 2026

Prepared by:

Reviewed by:


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


Scott Peterson,
City Manager

ISSUE:

Consider approval of a pipeline easement with Southern Star Central Gas Pipeline, Inc., that they need for relocation of their gas pipeline associated with the Centennial Bridge Project.

BACKGROUND:

The new Centennial Bridge will be located north of the existing structure. Prior to bidding, KDOT requires that utilities be relocated out of the new bridge and road alignment. Southern Star currently has a line north of the existing structure that is in the way of the proposed bridge/road alignment.

In order to relocate, Southern Star needs an easement on City of Leavenworth property at the site of the Waterworks Water Treatment Plant.

BUDGET IMPACT:

There is no budget impact on the city associated with granting this easement or with Southern Star relocating their facilities.

POLICY:

In discussions with City Attorney David Waters, the city can convey the property through a simple easement agreement. The city can negotiate terms, such as compensation, number of pipes, etc. The easement agreement as presented includes payment of one dollar to the city.

As the utility needs to relocate for the new bridge and the city desires to have a new bridge, additional compensation from Southern Star was not included.

RECOMMENDATION:

Staff recommends that the City Commission authorize the mayor to sign the easement agreement with Southern Star Central Gas Pipeline Inc. associated with the relocation required for the new Centennial Bridge.

ATTACHMENTS:

- Drawing showing the area where the relocation is occurring
- Easement Document

CONSTRUCTION NOTES:

1. ALL WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR, INCLUDING TASKS THAT AFFECT THE OPERATIONS OR INTEGRITY OF THE PIPELINE (COVERED TASKS) PER THE DEFINITIONS SET FORTH IN DOT REGULATIONS 49 CFR PARTS 192 OR 198 (OPERATOR QUALIFICATIONS REQUIREMENTS), MUST BE PERFORMED OR SUPERVISED BY QUALIFIED INDIVIDUALS AS DEFINED IN SUCH REQUIREMENTS. CONTRACTOR AGREES TO FURNISH COMPANY REPRESENTATIVE WITH ALL OO DOCUMENTATION PRIOR TO START OF WORK.
2. ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH ALL COMPANY STANDARDS AND SHALL CONFORM TO ASME B31.8 (FOR GAS) LATEST EDITION.
3. THE EXCAVATIONS FOR THIS PROJECT SHALL BE CARRIED OUT IN ACCORDANCE WITH O.S.H.A. REGULATIONS, PROVISIONS FOR WORKER PROTECTION WITH EXCAVATIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. CONTRACTOR TO EXCAVATE AND RESTORE DISTURBED AREAS TO ORIGINAL CONDITIONS, INCLUDING TOPSOIL, CONSERVATION, DOUBLE DITCHING PROVISIONS, ETC. SEE BID DOCUMENTS/CONTRACT DOCUMENTS FOR PROJECT-SPECIFIC REQUIREMENTS.
5. REMOVAL, RELOCATION, OR REPAIR OF FIELD TIE SHALL BE PERFORMED BY CONTRACTOR.
6. CONTRACTOR SHALL INSTALL CATHODIC PROTECTION TEST STATIONS AT LOCATIONS SHOWN OR AS DIRECTED BY COMPANY REPRESENTATIVE.
7. THE EXISTING PIPELINE WILL BE MARKED BY COMPANY. VEHICLE AND EQUIPMENT CROSSINGS OF THE PIPELINE SHALL BE KEPT TO A MINIMUM AND SHALL ONLY BE IN THE DESIGNATED AREAS.
8. MINIMUM DEPTH OF PIPE COVER IS 4 FEET, UNLESS OTHERWISE NOTED.
9. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ANY FABRICATION.
10. CONTRACTOR TO EXPOSE EXISTING LINES AS REQUIRED FOR TIE-IN OR FIELD BENDS FOR FINAL ALIGNMENT.
11. CONTRACTOR TO BACK REVEL PIPE FOR BUTT WELDING AS NECESSARY.
12. CONTRACTOR TO INSTALL NEW BOLTS, NUTS, AND GASKETS, AND PERFORM FLANGE MAKEUPS PER COMPANY AND INDUSTRY STANDARDS.
13. AVAILABLE PIPELINE DATA INDICATES EXISTING PIPE MAY BE COATED WITH COAL TAR COATING. CONTRACTOR TO FIELD VERIFY COATING ON EXISTING PIPE AND INSTALL CORRESPONDING TIE-IN GIRTH WELD COATING PER COMPANY STANDARD. CONTRACTOR SHALL ASSUME ALL COAL TAR COATING TO BE ASBESTOS-CONTAINING AND TREAT PER COMPANY STANDARD.
14. CONTRACTOR SHALL MAINTAIN, ON SITE, A SPILL CLEAN-UP KIT IN THE EVENT OF A CONTAMINANT RELEASE FROM THE EQUIPMENT.
15. CONTRACTOR TO FURNISH WELDER NAMES FOR VERIFICATION OF QUALIFICATIONS BY COMPANY. OR WELDERS SHALL BE TESTED. PRIOR TO CONSTRUCTION, WELDER TESTING/QUALIFICATIONS SHALL BE PER COMPANY STANDARDS.



RELOCATE LINE "XS", "XSA", & "XS-001" FOR KDOT CONSTRUCTION DRAWINGS SECTION 25, T08S, R22E LEAVENWORTH COUNTY, KANSAS APPROVED FOR CONSTRUCTION SSCGP P.I.N. C0007955 04-24-2026

PRESSURE-TEST NOTES:

1. MAOP AND ASSOCIATED TEST PRESSURES WILL BE PROVIDED ON EACH DRAWING OR FOR PARTICULAR VIEWS AS NEEDED.

GENERAL MAPPING NOTES:

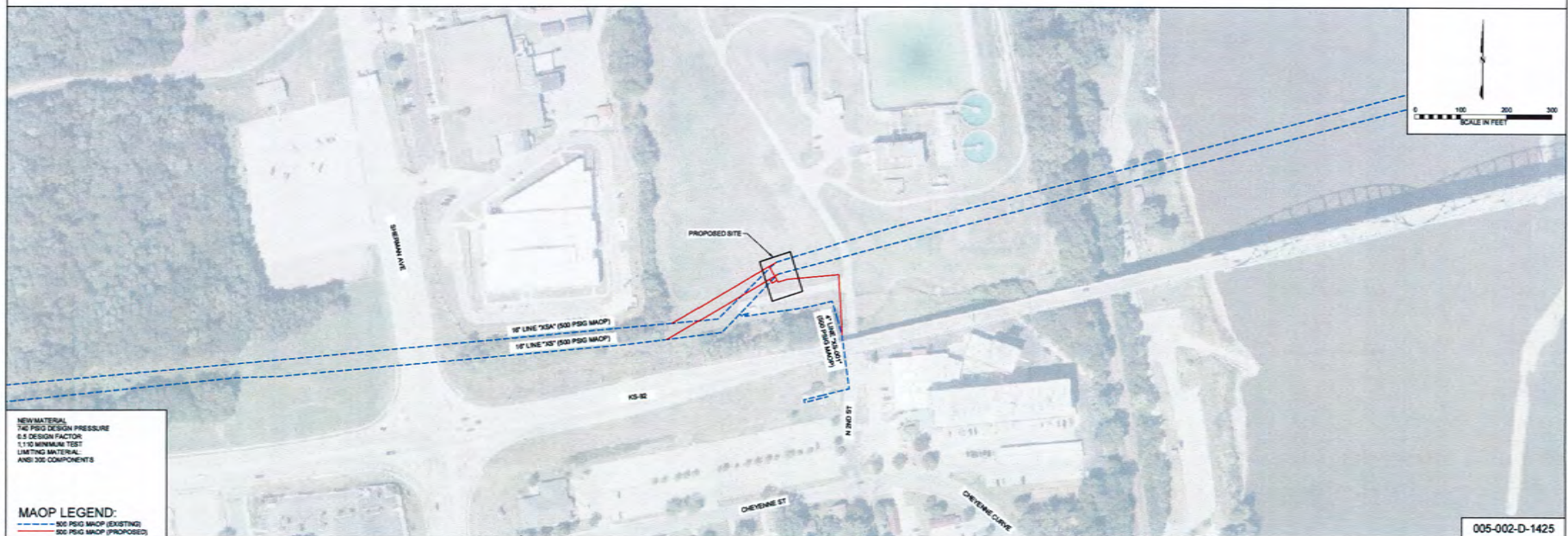
1. INFORMATION CONTAINED ON THESE DRAWINGS MUST BE CONSIDERED PROJECT SPECIFIC AND MUST NOT BE USED FOR ANY OTHER PURPOSE.
2. INFORMATION PERTAINING TO NEW ROADWAYS, EXISTING LINE LOCATIONS, RIGHT-OF-WAY BOUNDARIES, AND ALL ELEVATION DATA MUST BE CONSIDERED AS APPROXIMATE ONLY.
3. CONTRACTOR MUST FIELD-VERIFY ALL INFORMATION SHOWN PRIOR TO CONSTRUCTION.
4. COMPANY TO FURNISH SUBCONTRACTOR TO PERFORM NON-DESTRUCTIVE TESTING OF ALL WELDS, PER COMPANY STANDARDS.
5. CONTRACTOR TO FURNISH AND MAINTAIN SAFETY AND SECURITY MEASURES AS NECESSARY TO ENSURE PUBLIC SAFETY.

STEEL NOTES:

1. ALL STRUCTURAL STEEL TO CONFORM TO THE CURRENT A.S.T.M. SPECIFICATION A-36.
2. ALL BOLTED CONNECTIONS TO BE MADE WITH STRUCTURAL BOLTS CONFORMING TO A.S.T.M. SPECIFICATION A-308.
3. ALL HOLES TO BE DRILLED OR PUNCHED.
4. ALL STRUCTURAL WELDS TO BE FULL PENETRATION, ALL SEAL WELDS TO BE 3/16" MIN.

UTILITY NOTES:

1. THE LOCATIONS OF BURIED AND ABOVE GROUND UTILITIES SHOWN ARE APPROXIMATE, ARE SHOWN FOR CONTRACTOR INFORMATIONAL USE ONLY, AND ARE NOT TO BE REFERENCED FOR CONSTRUCTION PURPOSES. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE COMPANY, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE.
2. BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION, MARKING, AND PROTECTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
3. REROUTING, DISCONNECTION, PROTECTION, ETC. OF ANY UTILITIES MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY, AND COMPANY. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
4. CONTRACTOR MUST CONTACT KANSAS ONE-CALL 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION. PHONE NUMBER 811 OR 1-800-DIG-SAFE (303-344-7233).



STATE OF KANSAS

TRACT 24430

COUNTY OF LEAVENWORTH

Pipeline: XS & XSA

**SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
MISCELLANEOUS PIPELINE EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that City of Leavenworth, whose mailing address is 100 N 5th St. Leavenworth, KS, hereinafter referred to as Grantor, for and in consideration of the sum of One (1) and 00/100 Dollars and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, and the covenants hereinafter contained, hereby grants and conveys unto SOUTHERN STAR CENTRAL GAS PIPELINE, INC., a Delaware corporation, whose mailing address is P. O. Box 20010, 4700 State Route 56, Owensboro, KY 42304 & 42301, respectively, hereinafter styled Grantee, its successors and assigns, the right to an easement and right of way, sixty-six feet (66') in width, together with an access easement and a site easement, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, and remove a pipeline(s), together with the necessary valves, meters, drips, cathodic protection equipment, gravel, fences, communications equipment including but not limited to poles, electrical lines, and other equipment, facilities and appurtenances thereto, both above and below the surface as necessary for the convenient operation and maintenance of the pipeline(s), at any time or times for the transportation of liquids, gases, and/or solids upon and along a route or routes to be selected by Grantee, on, over and through the following described land located in the County of Leavenworth County, Kansas to wit:

PART OF THE NORTHWEST QUARTER SECTION 25, TOWNSHIP 8 SOUTH, RANGE 22
EAST OF THE SIXTH PRINCIPAL MERIDIAN IN KANSAS MORE PARTICULARLY
DESCRIBED IN THE FOLLOWING DEED BOOK AND PAGES:

DEED BOOK 0584, PAGE 0839

DEED BOOK 0310, PAGE 0492

DEED BOOK 0517, PAGE 1929

Miscellaneous Pipeline Easement Agreement by and between City of Leavenworth and Southern Star Central Gas Pipeline, Inc. in the NW/4 Section 25, T8S, R22E, Leavenworth, County, KS- T24430 - C0007955

PIPELINE EASEMENT DESCRIPTION "V"

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH ALUMINUM CAP MARKED "CLS80"; THENCE N72°14'06"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 NORTH ZONE) ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92 A DISTANCE OF 252.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SAID RIGHT-OF-WAY LINE N72°14'06"E A DISTANCE OF 144.65 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE N85°23'57"E A DISTANCE OF 47.23 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N05°51'04"W A DISTANCE OF 49.06 FEET; THENCE S84°09'21"W A DISTANCE OF 151.32 FEET; THENCE N29°57'34"W A DISTANCE OF 14.32 FEET; THENCE S60°02'26"W A DISTANCE OF 66.00 FEET; THENCE S29°57'34"E A DISTANCE OF 70.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.288 ACRES AS SHOWN ON THE ATTACHED DRAWING, MARKED DRAWING NO. KLE-135 DETAIL "V", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

PIPELINE EASEMENT DESCRIPTION "W" LINE XS

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH ALUMINUM CAP MARKED "CLS80" ALSO BEING THE POINT OF BEGINNING; THENCE N05°01'32"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 NORTH ZONE) ALONG THE WEST PROPERTY LINE A DISTANCE OF 29.35 FEET; THENCE N83°38'47"E A DISTANCE OF 14.86 FEET; THENCE N60°02'14"E A DISTANCE OF 265.12 FEET; THENCE S29°57'46"E A DISTANCE OF 66.00 FEET; THENCE S60°02'14"W A DISTANCE OF 81.39 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S72°14'06"W A DISTANCE OF 214.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.331 ACRES AS SHOWN ON THE ATTACHED DRAWING, MARKED DRAWING NO. KLE-135 DETAIL "W", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

Miscellaneous Pipeline Easement Agreement by and between City of Leavenworth and Southern Star Central Gas Pipeline, Inc. in the NW/4 Section 25, T8S, R22E, Leavenworth, County, KS- T24430 - C0007955

PIPELINE EASEMENT DESCRIPTION DETAIL "X" LINE XSA

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING A 2 INCH ALUMINUM CAP MARKED "CLS80"; THENCE N72°14'05"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 NORTH ZONE) ALONG THE NORTH RIGHT-OF-WAY LINE OF KANSAS HIGHWAY 92 A DISTANCE OF 348.21 FEET TO THE POINT OF BEGINNING; THENCE N17°45'55"W PERPENDICULAR TO SAID RIGHT-OF-WAY LINE A DISTANCE OF 13.53 FEET; THENCE N74°56'20"E A DISTANCE OF 79.59 FEET; THENCE S05°25'46"E A DISTANCE OF 16.44 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92, S85°23'57"W A DISTANCE OF 27.59 FEET; THENCE CONTINUING ALONG THE SAID RIGHT-OF-WAY LINE, S72°14'05"W A DISTANCE OF 49.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.023 ACRES AS SHOWN ON THE ATTACHED DRAWING, MARKED DRAWING NO. KLE-135 DETAIL "X", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

ACCESS EASEMENT DESCRIPTION DETAIL "Y"

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING A 2 INCH ALUMINUM CAP MARKED "CLS80"; THENCE N72°14'05"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 NORTH ZONE) ALONG THE NORTH RIGHT-OF-WAY LINE OF KANSAS HIGHWAY 92 A DISTANCE OF 328.35 FEET ; THENCE N17°45'55"W PERPENDICULAR TO SAID RIGHT-OF-WAY LINE A DISTANCE OF 37.99 FEET TO THE POINT OF BEGINNING AND THE CENTERLINE OF THE 22 FEET WIDE ACCESS; THENCE N76°46'14"E ALONG THE CENTERLINE OF THE ACCESS A DISTANCE OF 102.92 FEET TO THE POINT OF TERMINUS AND CONTAINING 0.051 ACRES AS SHOWN ON THE ATTACHED DRAWING, MARKED DRAWING NO. KLE-135 DETAIL "Y", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

Miscellaneous Pipeline Easement Agreement by and between City of Leavenworth and Southern Star Central Gas Pipeline, Inc. in the NW/4 Section 25, T8S, R22E, Leavenworth, County, KS- T24430 - C0007955

SITE EASEMENT DESCRIPTION DETAIL "Z"

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING A 2 INCH ALUMINUM CAP MARKED "CLS80"; THENCE N72°14'05"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 NORTH ZONE) ALONG THE NORTH RIGHT-OF-WAY LINE OF KANSAS HIGHWAY 92 A DISTANCE OF 258.12 FEET TO THE POINT OF BEGINNING; THENCE N17°45'55"W PERPENDICULAR TO SAID RIGHT-OF-WAY LINE A DISTANCE OF 90.00 FEET; THENCE N72°14'05"E A DISTANCE OF 70.00 FEET; THENCE S17°45'55"E A DISTANCE OF 62.87 FEET; THENCE N72°14'05"E A DISTANCE OF 20.00 FEET; THENCE S17°45'55"E A DISTANCE OF 27.13 FEET TO THE SAID RIGHT-OF-WAY LINE; THENCE S72°14'05"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92 A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.157 ACRES AS SHOWN ON THE ATTACHED DRAWING, MARKED DRAWING NO. KLE-135 DETAIL "Z", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

This easement shall include the right of ingress and egress to and from said easement with the right to use existing roads for the purposes of constructing, maintaining, and operating the facilities and the removal or replacement of same, in whole or in part. For temporary periods Grantee may use such portion of the property adjacent to said easement as may be reasonably necessary in connection with construction, maintenance, operation, repair, rebuilding, altering and removal, or replacement of the facilities.

Grantor reserves the right to the use and enjoyment of said property except with respect to the rights and easements herein granted to Grantee, its successors, and assigns, provided that such use and enjoyment shall not interfere with Grantee's facilities, or the rights and easements granted herein to Grantee, its successors, and assigns.

Grantor represents and warrants that Grantor is the owner in fee simple of the land described above.

TO HAVE AND TO HOLD the above-described rights and easements, together with all rights necessary to construct, maintain, operate repair, rebuild, alter, and remove or replace the facilities within the easement granted unto the Grantee, its successors, and assigns, until such time as Grantee, its successors and assigns, release or relinquishes in writing its rights and the easement herein granted.

Executed this _____ day of _____, 2026.

GRANTOR:

NAME

SIGNATURE

TITLE

Miscellaneous Pipeline Easement Agreement by and between City of Leavenworth and Southern Star Central Gas Pipeline, Inc. in the NW/4 Section 25, T8S, R22E, Leavenworth, County, KS- T24430 - C0007955

ACKNOWLEDGEMENT

STATE OF KANSAS

COUNTY OF LEAVENWORTH

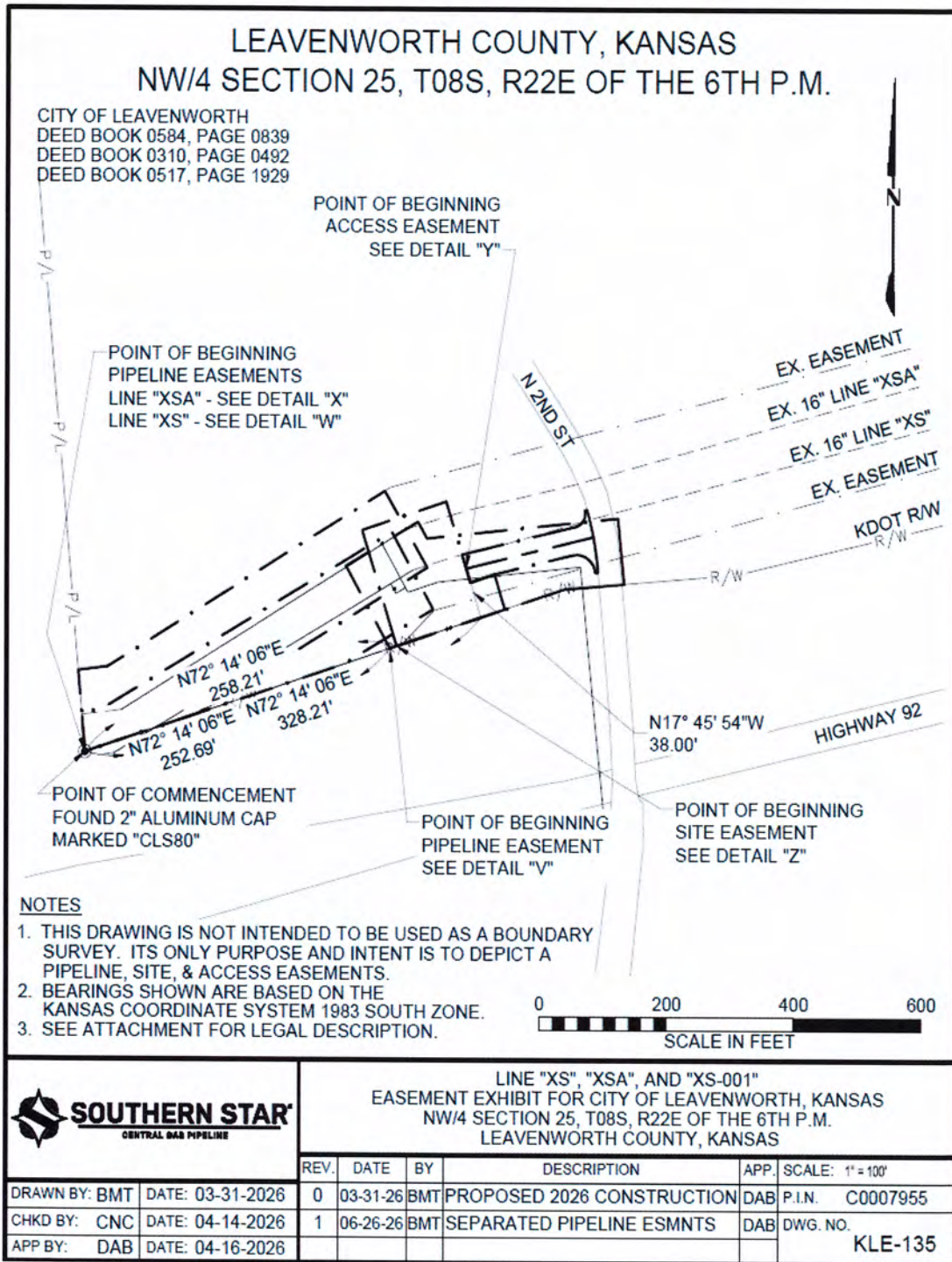
Before me, the undersigned, a Notary Public in and for the County aforesaid on this day of day of _____, 20____, personally appeared _____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

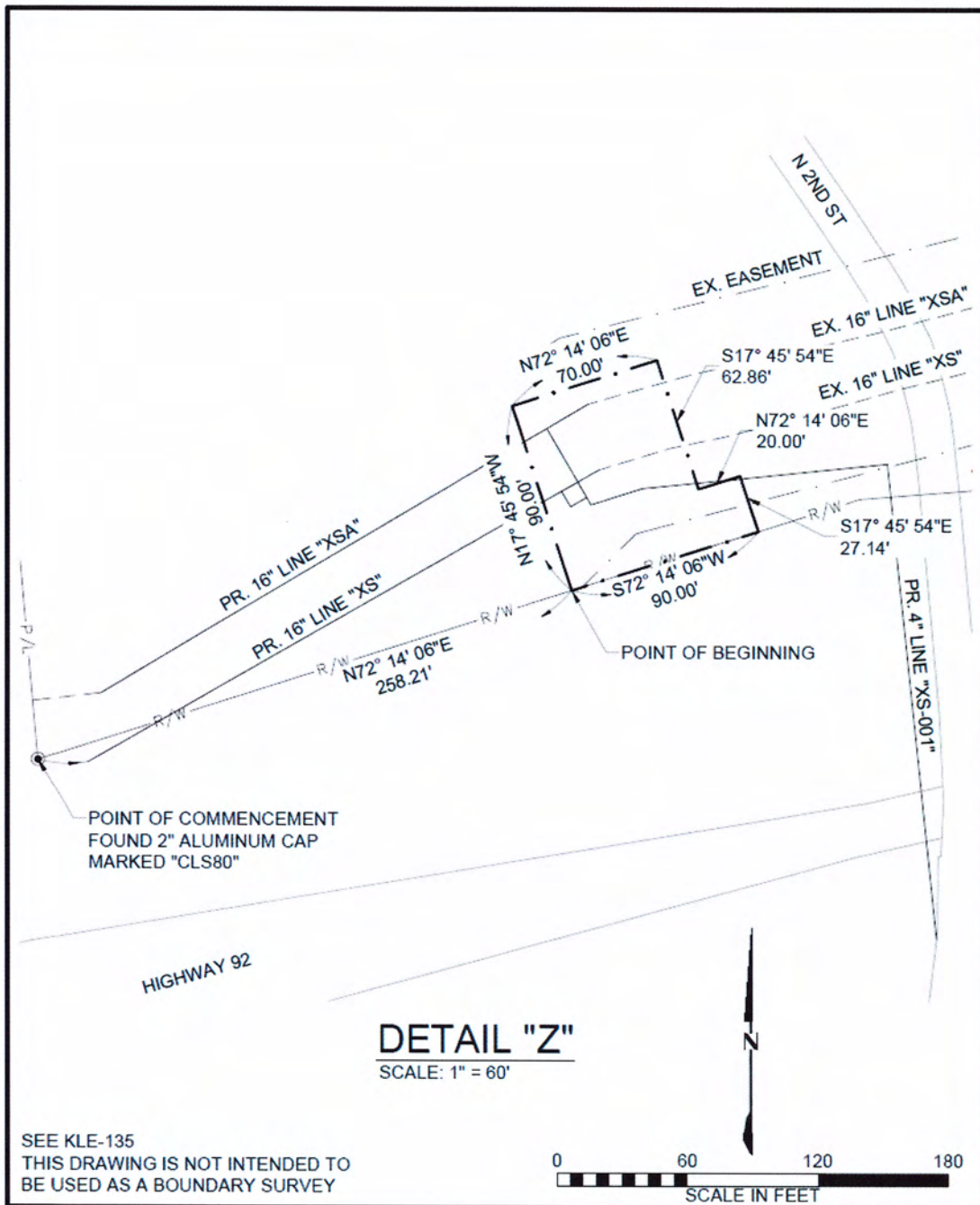
My Commission Expires: _____

Notary Public

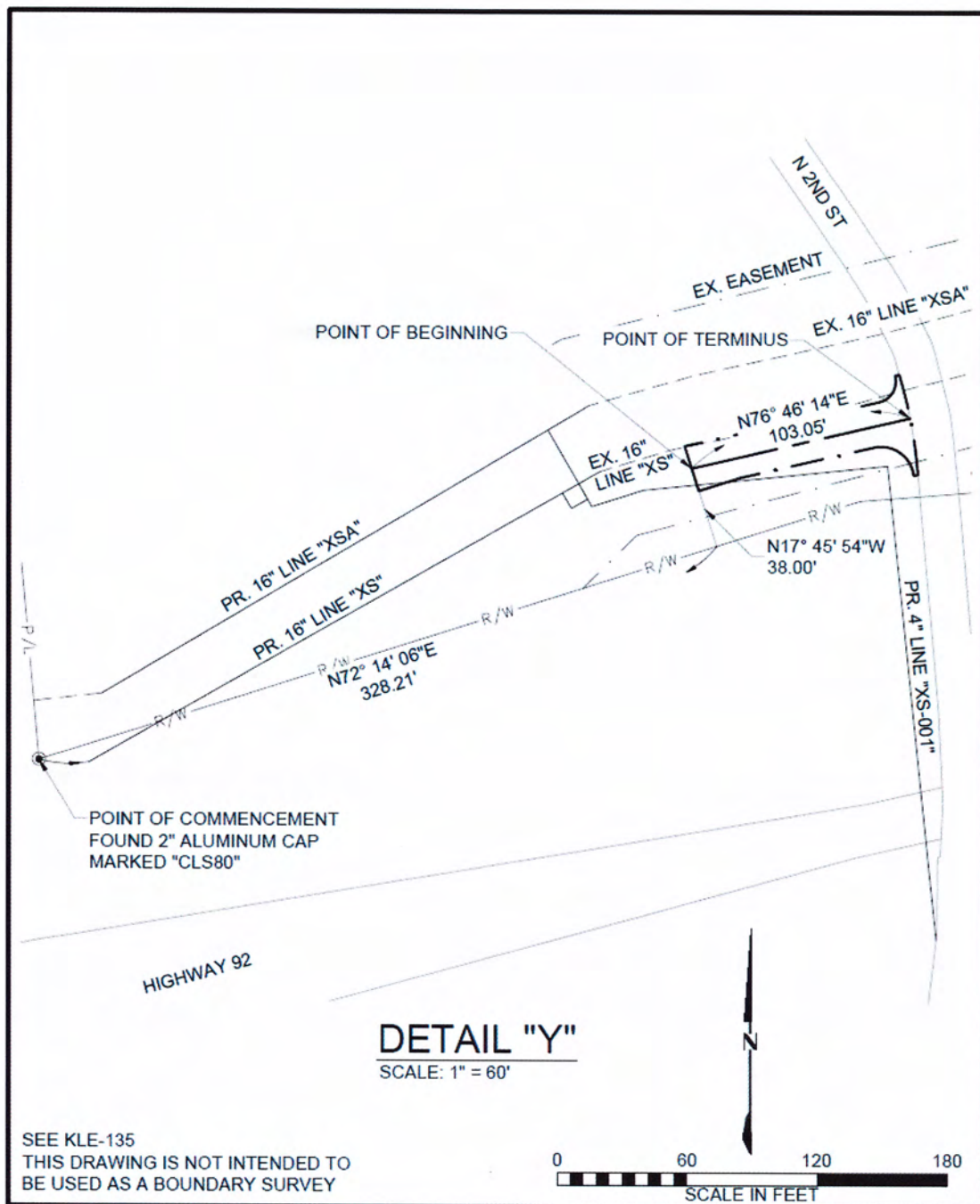
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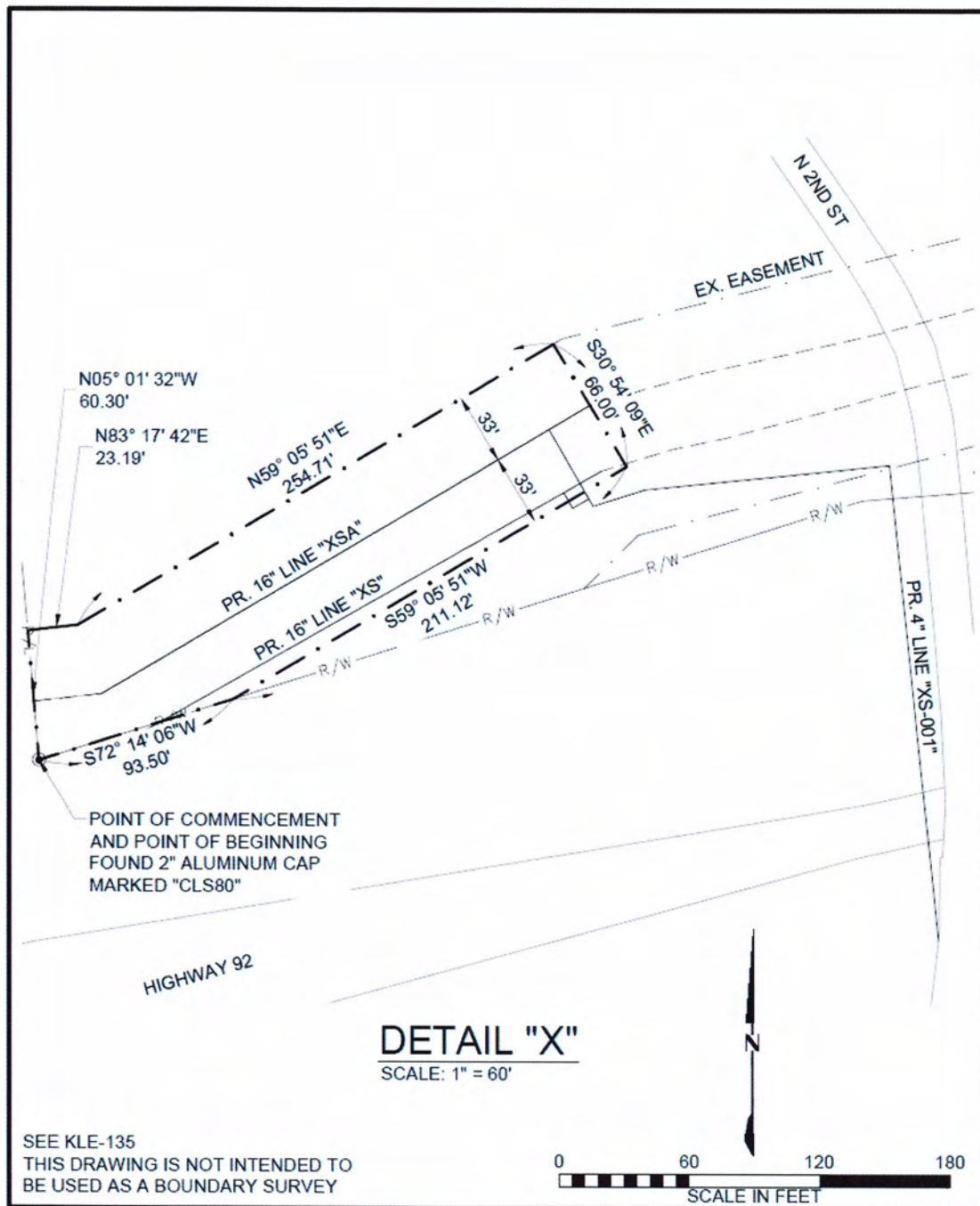
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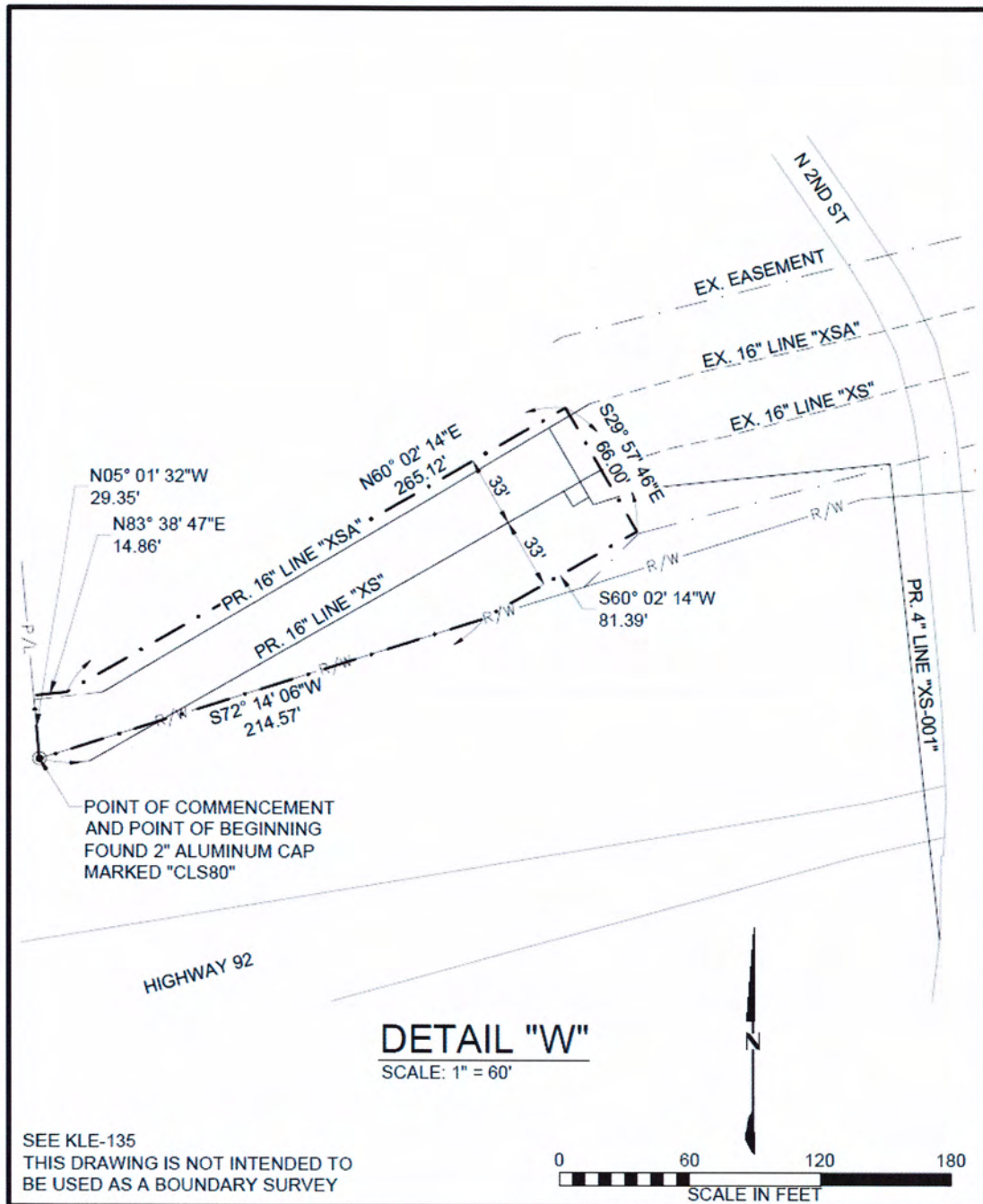
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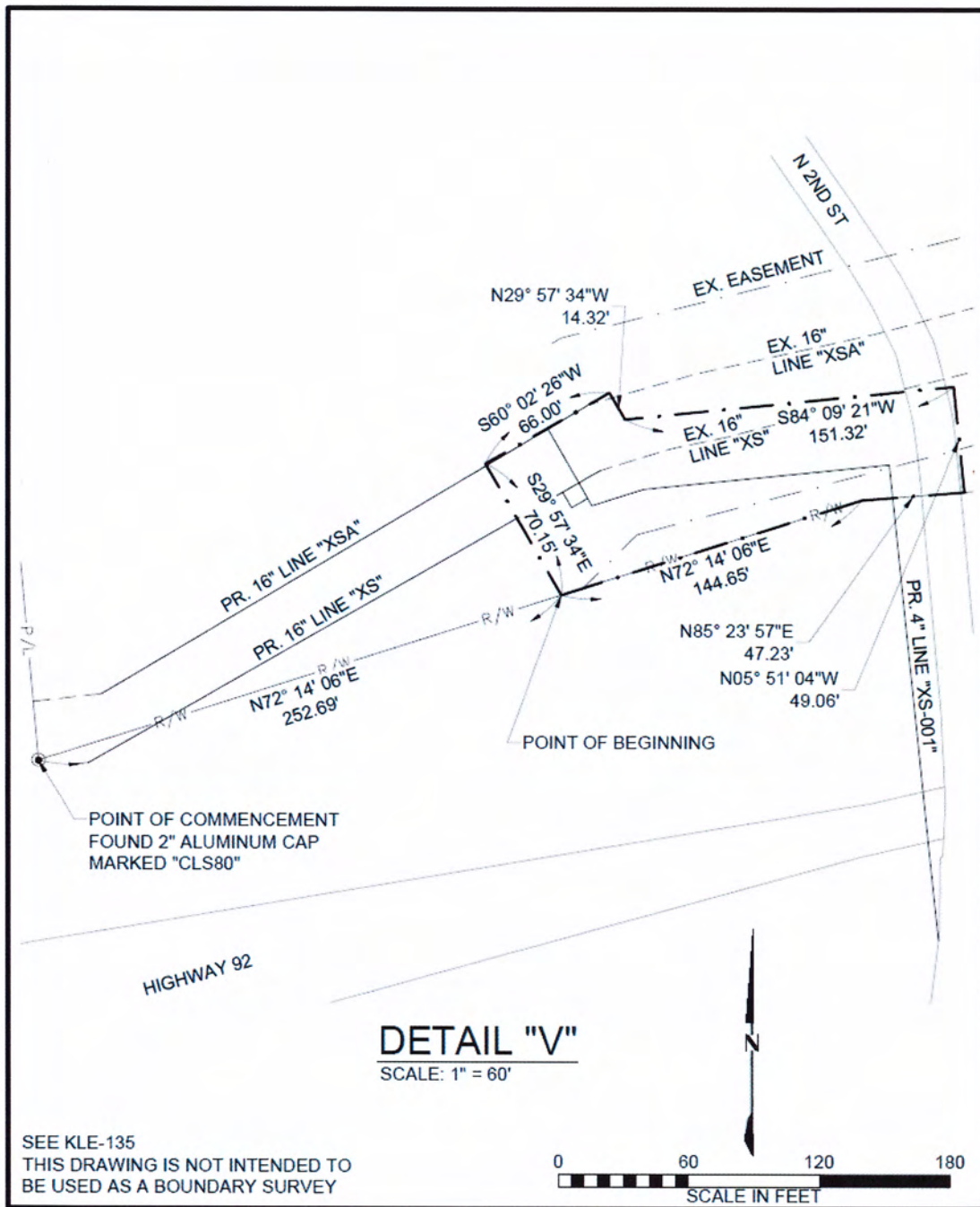
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Miscellaneous Pipeline Easement Agreement by and between City of Leavenworth and Southern Star Central Gas Pipeline, Inc. in the NW/4 Section 25, T8S, R22E, Leavenworth, County, KS- T24430 - C0007955

SITE EASEMENT DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH ALUMINUM CAP MARKED "CLS80"; THENCE N72°14'06"E (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 NORTH ZONE) ALONG THE NORTH RIGHT-OF-WAY LINE OF KANSAS HIGHWAY 92 A DISTANCE OF 258.21 FEET TO THE POINT OF BEGINNING; THENCE N17°45'54"W PERPENDICULAR TO SAID RIGHT-OF-WAY LINE A DISTANCE OF 90.00 FEET; THENCE N72°14'06"E A DISTANCE OF 70.00 FEET; THENCE S17°45'54"E A DISTANCE OF 62.86 FEET; THENCE N72°14'06"E A DISTANCE OF 20.00 FEET; THENCE S17°45'54"E A DISTANCE OF 27.14 FEET TO THE SAID RIGHT-OF-WAY LINE; THENCE S72°14'06"W ALONG SAID NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92 A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.157 ACRES AS SHOWN ON THE ATTACHED DRAWING, MARKED DRAWING NO. KLE-135 DETAIL "Z", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

ACCESS EASEMENT DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

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SEE KLE-135

Miscellaneous Pipeline Easement Agreement by and between City of Leavenworth and Southern Star Central Gas Pipeline, Inc. in the NW/4 Section 25, T8S, R22E, Leavenworth, County, KS- T24430 - C0007955

PIPELINE EASEMENT DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH ALUMINUM CAP MARKED "CLS80" ALSO BEING THE POINT OF BEGINNING; THENCE N05°01'32"W (BEARINGS BASED ON THE KANSAS COORDINATE SYSTEM 1983 NORTH ZONE) ALONG THE WEST PROPERTY LINE A DISTANCE OF 60.30 FEET; THENCE N83°17'42"E A DISTANCE OF 23.19 FEET; THENCE N59°05'51"E A DISTANCE OF 254.71 FEET; THENCE S30°54'09"E A DISTANCE OF 66.00 FEET; THENCE S59°05'51"W A DISTANCE OF 211.12 FEET TO THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 92; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S72°14'06"W A DISTANCE OF 93.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.427 ACRES AS SHOWN ON THE ATTACHED DRAWING, MARKED DRAWING NO. KLE-135 DETAIL "X", WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

PIPELINE EASEMENT DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

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PIPELINE EASEMENT DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 08 SOUTH, RANGE 22 EAST OF THE 6TH PRINCIPAL MERIDIAN, LEAVENWORTH COUNTY, KANSAS, BEING DESCRIBED AS FOLLOWS:

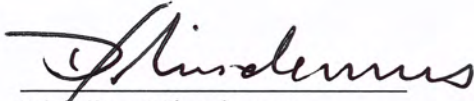
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SEE KLE-135

Miscellaneous Pipeline Easement Agreement by and between City of Leavenworth and Southern Star Central Gas Pipeline, Inc. in the NW/4 Section 25, T8S, R22E, Leavenworth, County, KS- T24430 - C0007955

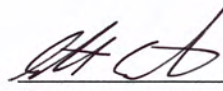
Policy Report No. 5-2026
53rd Edition of Standard Traffic Ordinance
September 8, 2026

Prepared by:



Maj. Dan Nicodemus
Deputy Chief of Police

Reviewed by:



Scott Peterson
City Manager

ISSUE:

The Police Department is requesting the commission place an ordinance on first consideration that adopts the 53rd Edition of the Standard Traffic Ordinance for Kansas Cities for use by the City of Leavenworth.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND

Every year the League of Kansas Municipalities produces a Standard Traffic Code for cities in Kansas. It is designed to provide a comprehensive traffic code and the City of Leavenworth has used it for many years. It does not take effect in the city until the governing body has passed and published an ordinance incorporating it as prescribed in Kansas Statutes.

Two new additions are listed below:

Section 126.2.1. Use of Wireless Communication Devices in School Zones and Construction Zones.

Section 169.2 Use of Lights in Road Construction Zones.

Several Changes to existing sections are listed below:

Section 93 Parking Disabled and Other Vehicles.

Section 126.1 Obstructing License Plates.

Section 126.1.1. Display of License Plate.

Section 181. One-Way Glass and Sun Screening Devices.

Section 201.1. Failure to Comply with a Traffic Citation.

BUDGET IMPACT

There is no budget impact.

COMMISSION ACTION

Place an ordinance on first consideration that adopts the 53rd Edition of the Standard Traffic Ordinance for Kansas Cities for use by the City of Leavenworth.

(Summary Publish in the Leavenworth Times on _____, 2026)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 44 OF THE CODE OF ORDINANCES REGULATING TRAFFIC AND VEHICLES WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAVENWORTH, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCES FOR KANSAS CITIES," 53rd EDITION, WITH CERTAIN OMISSIONS AND CHANGES.

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

Section 1. INCORPORATION BY REFERENCE. That the Code of Ordinances, City of Leavenworth, Kansas, Chapter 44, Traffic and Vehicles, Section 44-1, is hereby deleted in its entirety and amended to read as follows:

Sec. 44-1. Incorporating Standard Traffic Ordinances.

- (a) **Adoption.** There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Leavenworth, Kansas, that certain standard traffic ordinance known as the Standard Traffic Ordinance for Kansas Cities, 53rd Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts, or portions as are hereafter omitted, deleted, modified, or changed.
- (b) **Marked copies on file.** One official copy of said Standard Traffic Ordinance shall be marked or stamped "Official Copy as Adopted by Ordinance No. _____" with all sections and portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of Ordinance No. _____, and filed with the city clerk, to be open to inspection and available to the public at all reasonable business hours. The police department, municipal judge, and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.
- (c) **Omissions, changes, additions, and deletions to the standard traffic ordinances for Kansas Cities.**

Article 11. Pedestrians. Section 69(d) relating to pedestrians soliciting is hereby omitted and deleted.

Article 14. Miscellaneous Rules. Section 114.5 relating to Work-Site Utility Vehicles is hereby amended to read as follows:

Sec. 114.5. Unlawful Operation of a Work-Site Utility Vehicle.

- (a) It shall be unlawful for any person to operate a work-site utility vehicle:
 - (1) On any interstate highway, federal highway, or state highway; or

- (2) Within the corporate limits of any city unless authorized by such city.
- (b) Notwithstanding the provisions of subsection (a), work-site utility vehicles may be operated to cross a federal highway or state highway.
- (c) Notwithstanding the provisions of subsection (a)(1), persons engaged in agricultural purposes may operate a work-site utility vehicle on a federal highway or state highway under the following conditions:
 - (1) The operator of the all-terrain vehicle must be a licensed driver and be operating within the restrictions of the operator's license;
 - (2) The federal highway or state highway must have a posted speed limit of 65 miles per hour or less;
 - (3) The operator of the all-terrain vehicle must operate the all-terrain vehicle as near to the right side of the roadway as practicable, except when making or preparing to make a left turn; and
 - (4) The purpose of the trip using the all-terrain vehicle must be for agricultural purposes.
- (d) No work-site utility vehicle shall be operated on any public highway, street, or road between sunset and sunrise unless equipped with lights as required by law for motorcycles. (K.S.A. 8-15,109)
- (e) As provided by subsection (a) (2), it shall be unlawful to operate a worksite utility vehicle except for public safety and city maintenance staff within the corporate limits of the city.

Article 15. Operation of Bicycles, Motorized Bicycles, and Play Vehicles. Section 135.1 is amended to read as follows:

Sec. 135.1. Electric-Assisted Scooters, Traffic Law Application.

- (a) It shall be unlawful for any person to operate an electric-assisted scooter on any interstate highway, federal highway or state highway.
- (b) Notwithstanding the provisions of subsection (a), traffic regulations applicable to bicycles, Sections 127 to 133, inclusive, shall be applicable to electric-assisted scooters.
- (c) The governing body of a city or county may adopt an ordinance or resolution that further restricts or prohibits the operation of electric-assisted scooters on any public highway, street or sidewalk within such city or county.
- (d) Except as otherwise provided in subsection (c), the provisions of subsection (a) shall not prohibit an electric-assisted scooter from crossing a federal or state highway. (K.S.A. 8-15,113)
- (e) As provided in subsection (c), it is unlawful to operate or for the owner to permit the operation of an electric-assisted scooter upon a street, highway, public parking lot, or public parks area.

Section 2. REPEAL. Section 44-1 of Chapter 44, Traffic and Vehicles, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance and all other ordinances that are in conflict herewith, are hereby repealed.

Section 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this _____ day of September 2026.

Nancy Bauder, Mayor

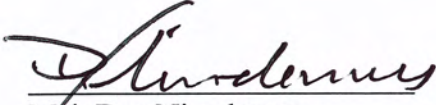
{Seal}

ATTEST:

Sarah Bodensteiner, City Clerk

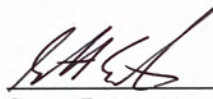
Policy Report No. 6-2026
42nd Edition of the Uniform Public Offense Code
September 8, 2026

Prepared by:



Maj. Dan Nicodemus
Deputy Chief of Police

Reviewed by:



Scott Peterson
City Manager

ISSUE:

The Police Department is requesting the Commission place an ordinance on first consideration that adopts the 42nd Edition of the Uniform Public Offense Code for Kansas Cities for use by the City of Leavenworth.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND

Every year the League of Kansas Municipalities produces a Uniform Public Offense Code for cities in Kansas. It is designed to provide a comprehensive public offense ordinance and the City of Leavenworth has used it for many years. It does not take effect in the city until the governing body has passed and published an ordinance incorporating it as prescribed in Kansas Statutes.

One new addition is listed below:

Section 3.5.1. Unlawful Approach of a First Responder

Several Changes to existing sections are listed below:

Section 3.1.1. Domestic Battery

Section 6.1.1. Theft

Section 6.17. Criminal Use of a Financial Card or Gift Card

Section 11.11. Cruelty to Animals

BUDGET IMPACT

There is no budget impact.

COMMISSION ACTION

Place an ordinance on first consideration that adopts the 42nd Edition of the Uniform Public Offense Code for Kansas Cities for use by the City of Leavenworth including the noted exemptions.

(Summary Publish in the Leavenworth Times on _____, 2026)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAVENWORTH, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES" 42nd EDITION, WITH CERTAIN OMISSIONS AND CHANGES.

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

Section 1. INCORPORATION BY REFERENCE. That the Code of Ordinances, City of Leavenworth, Kansas, Chapter 30, Offenses, Sections 30-1 is hereby deleted in its entirety and amended to read as follows:

Chapter 30. Offenses. Sec. 30-1. Incorporating Uniform Public Offense Code.

- (a) ***Adoption.*** There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Leavenworth that certain code known as the "Uniform Public Offense Code for Kansas Cities," 42nd Edition, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts, or portions as are hereinafter omitted, deleted, modified, or changed.
- (b) ***Marked Copies on File.*** One official copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. _____" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of Ordinance No. _____ and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.
- (c) ***Omissions, changes, additions, and deletions to the Uniform Public Offense Code for Kansas Cities.***

Article 3. Offenses Against Persons. Section 3.2.1, Sexual Battery, is hereby declared to be omitted and deleted.

Article 4. Sex Offenses. Section 4.1, Lewd, Lascivious Behavior, is hereby declared to be omitted and deleted.

Article 4. Sex Offenses. Section 4.3, Selling Sexual Relations, is hereby declared to be omitted and deleted.

Article 4. Sex Offenses. Section 4.5, Buying Sexual Relations, is hereby declared to be omitted and deleted.

Article 10. Offenses Against Public Safety. Section 10.6, Air Gun, Air Riffle, Bow and Arrow, Slingshot, BB Gun, or Paintball Gun, is hereby omitted and deleted. (See Section 30-3, Air guns, air rifles, bow and arrows, slingshots and BB guns of the Code of Ordinances, City of Leavenworth, Kansas.)

Article 11. Offenses Against Public Morals. Section 11.15, Permitting a Dangerous Animal to be at Large, is hereby declared to be omitted and deleted. (See Chapter 8, Animals, of the Code of Ordinances, City of Leavenworth, Kansas.)

Section 2. REPEAL. Section 30-1 of Chapter 30, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance and all other ordinances that are in conflict herewith, are hereby repealed.

Section 3. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this _____ day of September 2026.

Nancy Bauder, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, City Clerk

**Policy Report No. 3-2026
Amend Traffic Ordinance
Section 44-87 No Parking Any Time
September 8, 2026**

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Scott Peterson, City Manager

ISSUE:

The Police Department is requesting the commission place an ordinance change on first consideration that amends Section 44-87 *No Parking Anytime*.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

The City of Leavenworth recently completed a significant reconstruction of Wilson Avenue to accommodate increased truck traffic into a commercial area that expanded.

Currently the ordinance states:

No Parking Anytime

(51) Wilson Avenue, on both sides of the street from St. Mary's Street to a point 100 feet north.

The Police Department and the Public Works Department are recommending that No Parking Anytime restriction be extended all the way to Limit Street.

The change reflected would be:

No Parking Anytime

(51) Wilson Avenue, on both sides of the street from St. Mary's Street to Limit Street.

BUDGET IMPACT:

There is no impact to the budget.

COMMISSION ACTION:

Place an ordinance change on first consideration that amends Section 44-87 No Parking Anytime.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS; CHAPTER 44 TRAFFIC AND VEHICLES, SECTION 44-87 NO PARKING ANYTIME RELATED TO THE EAST SIDE OF HUGHES ROAD BETWEEN MUNCIE ROAD AND MACDONALD ROAD. PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.

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

Section 1. That the Code of Ordinance of the City of Leavenworth, Kansas, Chapter 44 Traffic and Vehicles, Section 44-87 No parking any time, is hereby deleted in its entirety and amended to read as follows:

Sec. 44-87. No parking any time.

The parking of automobiles, motor trucks, carriages, wagons and any and all other vehicles is prohibited on the following streets at any time:

- 1) Second Avenue, west side, lying east of block E, Fackler's Addition to the city, from the north side of Linn Street to the south side of Elm Street.
- 2) Second Avenue (originally platted as Sixth Street), west side, from the intersection with Linn to the intersection with Elm.
- 3) Fourth Street, both sides, from the north side of Eisenhower Road to the south side of Metropolitan.
- 4) Fifth Avenue, east side, from a point 70 feet south of the south curblane of Marshall Street to a point 70 feet north of the north curblane of Marshall Street.
- 5) Fifth Avenue, east side, from the south side of Olive Street to the north side of Spruce Street.
- 6) Fifth Avenue, west side, from a point 70 feet north of the north curblane of Marshall Street to a point 97 feet south of the south curblane of Marshall Street.
- 7) Fifth Street, approximately eight feet adjacent to the entrance area at the dog and cat clinic located at 1101 North Fifth Street.
- 8) Sixth Avenue, west side, from James to Prospect.
- 9) Seventh Street, east side, from the south side of Walnut Street to the north side of Olive Street.
- 10) Seventh Street North, both sides, from the north side of Cheyenne Street to the south side of Metropolitan Avenue.

- 11) Seventh Street, west side, from the intersection of Spruce Street to the intersection of Olive.
- 12) Seventh Street West, west side, from the intersection of Seventh and Short to the intersection of West Seventh Street and Oak.
- 13) Seventh Street, from the north curblineline to Marshall Street, to a point 30 feet north on West Seventh Street.
- 14) Tenth Avenue, east side, from Pennsylvania to Metropolitan Street.
- 15) Tenth Avenue, both sides, from Pennsylvania to Eisenhower Street.
- 16) Tenth Street, east side, from Pennsylvania to Metropolitan Street.
- 17) 14th Street, on either side, between New Lawrence Road and a point 150 feet south of Independence Court.
- 18) 14th Street, west side, from the south side of Metropolitan Street to the north side of Cheyenne Street.
- 19) 15th Street, south, west side, from the south side of Vilas Street to the north side of Limit Street.
- 20) 20th Street, both sides, from the north side of Spruce Street to the south side of Metropolitan.
- 21) 20th Street Trafficway, both sides, north of Eisenhower to its terminus.
- 22) 21st Street, west side from Choctaw Street to Shawnee Street.
- 23) Columbia, west side, from Charles Street for a distance of 77 feet.
- 24) Commercial Street, south side, from Fourth Street to Commercial Place.
- 25) Dakota Street, north side, from the intersection of 18th Street to the city limits.
- 26) Dakota Street, both sides, from the intersection of Cheyenne curve east to the railroad tracks.
- 27) Evergreen Street, from the west side of Fourth Street right-of-way line to the west line extended of lot 5, Thompson's Subdivision.
- 28) Frontage Street, from St. Mary's Street to Ash Street.
- 29) Hughes Road, east side, from the north side of Muncie Road to the south side of McDonald Road.
- 30) Limit Street, both sides, from Grand Avenue to Fourth Street.
- 31) Limit Street, both sides, from 14th to 15th Streets.
- 32) Limit Street, both sides, from 22nd Street to 16th Street.
- 33) Limit Street, south side, from 4th Street to Wilson Avenue.
- 34) Marion Street, both sides, from Fourth Street to Wilson Avenue.
- 35) New Lawrence Road, west side, from Wildwood to Gatewood.
- 36) Ohio Street, south side, from Grand Street to Klemp Street.
- 37) Oregon Street, from east of South Fourth Street.

- 38) Ottawa Street, south side, from 20th Street to 22nd Street.
- 39) Ottawa Street, north side, from 20th Street to the entrance of the parking lot at Sports Field.
- 40) Pennsylvania Street, north side, from the west side of Fifth Avenue to the east side of Broadway.
- 41) Seneca Street, south side, from Broadway and Third Street, except where authorized by posted signs.
- 42) Seneca Street, on the south side of Seneca Street between Second Street and Third Street.
- 43) Shawnee Street, south side, from Broadway west to 10th Street.
- 44) Shrine Park Road, both sides, from the north side of Eisenhower Road to the south side of Limit Street.
- 45) Spruce Street, both sides, from the west side of 15th Street to the city limits.
- 46) Spruce Street, both sides, from the west side of Third Street to the east side of Fourth Street.
- 47) Spruce Street, south side, from the west side of Fourth Street to the east side of 15th Street, with the exception that no parking shall be allowed from the east corner of lot 29, block 35, Central Subdivision, to the east side of Newman Street.
- 48) State Street and Evergreen Street, both sides, from the west side of the Fourth Street right-of-way line to Evergreen Street and western Evergreen Street to the west line of lot 5, Thompson's Subdivision.
- 49) Terrace Road, east side, between High Street and Sherman Avenue.
- 50) Vilas Street, both sides, from 22nd Street to 16th Street.
- 51) Wilson Avenue, on both sides of the street from St. Mary's Street to Limit Street.

Section 2. REPEAL. Chapter 44 Traffic and Vehicles, Section 44-87 No parking any time of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 4: EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this ____ day of _____, 2026.

Nancy D. Bauder, Mayor

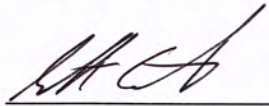
{Seal}
ATTEST:

Sarah Bodensteiner, CMC, City Clerk

POLICY REPORT
FIRST CONSIDERATION ORDINANCE: AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS, ESTABLISHING A MORATORIUM AND PROVIDING FOR THE SUSPENSION OF CERTAIN TYPES OF ZONING, LAND USE, AND BUILDING PERMIT APPLICATIONS ON LAND WITHIN THE INCORPORATED AREA OF THE CITY OF LEAVENWORTH, KANSAS.

September 8, 2026

Prepared by:



Scott Peterson
City Manager

SUBJECT:

At the August 11, 2026 City Commission meeting, staff was instructed by consensus of the City Commission to prepare a draft moratorium on data centers within the Leavenworth city limits. Given the current debate regarding the construction of data centers in communities, the City Commission has requested that data centers be temporarily barred from development within the City of Leavenworth until the City's ordinances and policies can be amended to adequately address their construction and operation.

The proposed moratorium is only a temporary measure designed to give staff time to prepare the City's positions on the development of data centers based upon several key factors, which include, but are not limited to, the following:

- Zoning and land use
- Effect on the local electrical grid
- Impact to the city's infrastructure (streets, sewer, sidewalks, etc.)
- Area water consumption
- Noise and air pollution concerns
- Various economic, development, construction and tax incentives
- Building code application

The proposed moratorium that is before the City Commission for consideration is for a duration of six (6) months. Staff believes this is more than enough time to address the above factors, and any other factors that may present themselves. The moratorium can be lifted earlier, if the City Commission feels that all related concerns have been addressed.

Staff also recommends that future study sessions be scheduled to bring qualified experts on data centers and their development to educate and guide the Commission on future decisions and policies.

Attachments: Draft Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS, RELATED TO DATA CENTERS, ESTABLISHING A MORATORIUM AND PROVIDING FOR THE SUSPENSION OF CERTAIN TYPES OF ZONING, LAND USE, AND BUILDING PERMIT APPLICATIONS ON LAND WITHIN THE INCORPORATED AREA OF THE CITY OF LEAVENWORTH, KANSAS.

WHEREAS, pursuant to K.S.A. 12-741 *et seq.* (the “Act”), the City of Leavenworth, Kansas (the “City”) is authorized to enact planning and zoning laws and regulations for the protection of the public health, safety, and welfare; and

WHEREAS, pursuant to the Act, the City has adopted certain “Development Regulations” as more particularly set forth in Appendix A of and to the Code of Ordinances, Leavenworth, Kansas (the “City Code”); and

WHEREAS, the Governing Body of the City has determined that City Code and the Development Regulations may not have appropriate definitions of or conditions related to facilities that may commonly be described as data centers and/or battery storage facilities, including but not limited to buildings or facilities housing computers, servers, storage, or networking equipment used principally to process, transfer, manage, or store digital information, and including all accessory structures or facilities comprising offices, generators, water cooling or storage systems, utilities, or other infrastructure related to the foregoing (collectively, “Data Centers”); and

WHEREAS, in order to protect the public health, safety, and welfare, the Governing Body recognizes that a need exists to further consider, and potentially adopt, additional development regulations and/or standards that may pertain to such property uses; and

WHEREAS, the time necessary to consider and adopt any regulations or standards related to Data Centers could result in an influx of development applications or permits that may not be in the best interests of the City, and could be detrimental to the health, safety, and welfare of the City; and

WHEREAS, pursuant to the Act and the home rule powers granted to the City under the Kansas Constitution, the City has the police power and statutory authority to regulate the conduct of development through this Ordinance, and the moratoria provided for herein are legislative actions;

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

Section 1. The above recitals are hereby incorporated by this reference as if more particularly set forth herein.

Section 2. Withing the incorporated area of the City of Leavenworth, Kansas, the consideration and issuance of any rezoning applications, conditional use permits, special use

permits, variances, building permits, plats, site plans, development applications, and the like for Data Centers is temporarily suspended as indicated within this Ordinance.

Section 3. All City officials, agencies, staff, agents, commissions, and/or boards charged with the responsibility to hear, approve, license, permit, or otherwise authorize the establishment and/or construction of Data Centers, including members of the Leavenworth Planning Commission, are hereby directed to suspend the receipt, review, hearing, or granting of such applications, approvals, licenses, permits, or authorizations for the period stated within this Ordinance.

Section 4. City staff and the Leavenworth Planning Commission (and any applicable subcommittee(s) thereof) are directed to review the existing provisions of the Development Regulations, if any, pertaining to Data Centers. Staff and the Planning Commission may then bring forward any proposed amendments to the Development Regulations pertaining to Data Centers and related matters pursuant to the Act. The City Manager and the Director of Planning and Community Development are hereby directed to be the administrators of the provisions of this Ordinance. Any question as to the applicability of any provision of this Ordinance shall be administered in accordance with procedures established within City Code or the Development Regulations.

Section 5. If any section of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared invalid or unconstitutional.

Section 6. This Ordinance shall be effective upon its publication as provided by law and remain in effect until that date which is six (6) calendar months after the effective date, unless otherwise extended, amended, or terminated as set forth herein. The moratoria imposed by this Ordinance may be extended, amended, or terminated earlier than its expiration date by subsequent ordinance approved by the Governing Body.

PASSED AND APPROVED by the City Commission of the City of Leavenworth, Kansas, this ____ day of _____, 2026.

Nancy D. Bauder, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk