



Welcome to your City Commission Meeting – Please turn off or silence all cell phones during the meeting

Meetings are televised everyday on Channel 2 at 7 p.m. and midnight and available for viewing on YouTube and Facebook Live. In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed on Channel 2 and via Facebook Live. The public is encouraged to view the meeting using one of those options. The Leavenworth City Commission meeting is open to the public with limited seating capacity. To mitigate the spread of COVID-19 face coverings and social distancing is **REQUIRED** to attend the meeting. To attend the meeting in person, email [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 4:00 pm on November 24 to reserve a seat. Seats are available on a first come first serve basis. If you are not attending the meeting but would like to submit public comments to be read during the Public Comments portion of the meeting, or submit questions on an agenda items to be read during discussion on that topic, email your comments or questions to [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 6:00 pm on November 24.

**Call to Order – Pledge of Allegiance Followed by Silent Meditation**

**Presentations and Awards:**

- 1. Employee Service Awards (pg. 3)

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

- 2. Minutes from November 10, 2020 Regular Meeting **Action:** Motion (pg. 5)

**Second Consideration Ordinances**

- 3. Second Consideration Ordinance 8155-Amend Sec. 44-189 Emergency Snow Routes **Action:** Roll Call (pg. 12)

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**NEW BUSINESS:**

**Public Comment:** (i.e. Items not listed on the agenda or receipt of petitions- **Please state your name and address**)  
Any emails received by the public for public comment on non-agenda items will be read at this time.

**General Items:**

- 4. Cancel Outstanding Checks Prior to 2019 **Action:** Motion (pg. 16)
- 5. Mayor’s Appointments **Action:** Motion (pg. 18)
- 6. COVID-19 Relief Small Business Grant Program Review **Action:** Consensus (pg. 19)

**Resolutions:**

- 7. Resolution B-2272 Resolution of Intent to Issue Industrial Revenue Bonds (Luxury & Imports) **Action:** Motion (pg. 30)

**Bids, Contracts and Agreements:**

- 8. Consider Amendment to 1994 Lease with Super Market Developers (Price Chopper) **Action:** Motion (pg. 51)

**First Consideration Ordinance:**

- 9. First Consideration Ordinance to Amend Sec. 18-94 Fees (Land Disturbance Surety Bonds and Fines) **Action:** Consensus (pg. 64)

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**Consent Agenda:**

Claims for November 7, 2020, through November 20, 2020, in the amount of \$752,334.59; Net amount for Payroll #24 effective November 20, 2020 in the amount of \$353,526.03 (Includes Police & Fire Pension in the amount of \$11,839.36).

**Action:** Motion

**Other:**

**Executive Session**

10. Executive Session – Personal Matters of Non-Elected Personnel (City Manager’s Contract)

**Action:** Motion (pg. 68)

**Adjournment**

**Action:** Motion

**POLICY REPORT 20-06**  
**Employee Service Awards**  
**November 24, 2020**

Prepared by:

Reviewed by:

  
\_\_\_\_\_  
Lona M. Lanter  
HR Director

  
\_\_\_\_\_  
Paul Kramer  
City Manager

**Issue:**

In 2020, seven (7) employees reached a milestone in their career with the City of Leavenworth. These employees are being recognized for their faithful, dedicated, loyal and continuous service to the City. In turn, they are being recognized/announced on the local level at a City Commission meeting and will be presented their service awards and certificates by their Department Director or Supervisor.

In addition to recognizing the 10 and 25 year awards, we are also recognizing those employees who have continued loyal service to the City and/or local government. A list of those obtaining 15, 20, 30 and 35 years of service will be at the end of this policy report.

**Background:**

In 1926, the League of Kansas Municipalities began the practice of recognizing city employees for faithful, continuous service. Loyal and dedicated officials and employees form the foundation of every city with strong, progressive government. The pride and devotion shown by these men and women in their jobs is an important factor in making Kansas communities a better place to live. The following City of Leavenworth employees are being honored at this time:

**10 Year Awards**

**Leslie Cline, Animal Control Supervisor**  
**Arlanda Hughes, Court Clerk**  
**Isaiah Maher, Fire Captain**  
**Darren Trinkle, Firefighter**

**25 Years of Service**

**Rebecca Beaver, Street Foreman**  
**Sherman Harvey, Fire Captain**  
**Ralph Sorrell, Police Sergeant III**

### **Ten Year Awards**

**Leslie Cline** – Les was hired on March 18, 2010, as an Animal Control Officer. He was promoted to Animal Control Supervisor on December 17, 2015, the position he holds today.

**Arlanda Hughes** – Lana was hired on October 21, 2010, as PT Court Clerk, the position she holds today.

**Isaiah Maher** – Isaiah was hired on August 5, 2010, as Firefighter and was promoted on May 8, 2014, to Driver/Operator. Isaiah was promoted to Fire Captain on August 10, 2017, the position he holds today.

**Darren Trinkle** – Darren was hired on May 27, 2010, as a Firefighter, the position he holds today.

### **Twenty-Five Year Awards**

**Rebecca Beaver** – Becky was hired on November 13, 1995, as a Telecommunications Specialist. Since her hire she has held the following positions; Receptionist/Office Clerk as of April 17, 1998; Admin Clerk at WPC as of January 16, 2003; and Admin Clerk in the Streets Department as of November 25, 2010. Becky was promoted to Streets Foreman on July 13, 2017, the position she holds today.

**Sherman Harvey** – Sherman was hired on June 23, 1995, as a Firefighter. Sherman was promoted to Driver/Operator on April 28, 2011, and promoted to Fire Captain on May 19, 2016, the position he holds today.

**Ralph Sorrell** – Ralph was hired on August 14, 1995, as a Police Officer. He was promoted to Police Sergeant on December 14, 2006, and received his reclassification to Sergeant I on December 19, 2013. He received his reclassification to Sergeant II on December 15, 2016, and to Sergeant III on December 26, 2019, the position he holds today.

**We would also like to recognize the following individuals for milestone achievements listed below:**

#### **15 Years of Service**

**Delta Anderson, Telecommunications Specialist**  
**James Beardsley, Streets Equipment Operator I**  
**Andrew Brinker, Police Sergeant I**  
**Larry Huninghake, Fire Captain**  
**Steve King, Solid Waste Foreman**  
**Clinton Marsh, Firefighter**  
**Michael Minard, Fire Captain**  
**Matthew Nickel, Police Sergeant**  
**Christopher Simpson, Fire Driver/Operator**  
**Roy Simpson, Streets Equipment Operator I**  
**Andrew Yunghans, Fire Driver/Operator**

#### **20 Years of Service**

**Shawn Kell, Safety Officer/Health Inspector**  
**William McKeel, Fire Battalion Chief**  
**Justin Stewart, Engineering Tech II**  
**Karen Wilk, Telecommunications Specialist**

#### **30 Years of Service**

**Pat Kitchens, Police Chief**

#### **35 Years of Service**

**Karen Parker, Senior Accountant**





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

**City Commission Regular Meeting**  
**Commission Chambers**  
**Tuesday, November 10, 2020 7:00 p.m.**

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**CALL TO ORDER** - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Myron J. (Mike) Griswold, Mayor Pro-Tem Nancy Bauder and Commissioners Camalla Leonhard and Mark Preisinger. The following member was present virtually via teleconference: Commissioner Jermaine Wilson.

**Others present in the commission chambers:** City Manager Paul Kramer, Assistant City Manager Taylour Tedder, City Attorney David E. Waters and City Clerk Carla K. Williamson.

**Other members participating via teleconference:** Public Works Director Mike McDonald, Deputy Public Works Director Mike Hooper, Finance Director Ruby Maline and Parks & Recreation Director Steve Grant.

Mayor Griswold read the following statement from the agenda index:

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

**PROCLAMATIONS:**

Mayor Griswold read the following Proclamations that will then be mailed to the recipients.

- National American Heritage Month
- Shop Small-Small Business Saturday November 28, 2020

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

Commissioner Leonhard moved to approve the minutes from the October 27, 2020 regular meeting as presented. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Second Consideration Ordinances:**

**Second Consideration Ordinance 8150 Special Use Permit 611 Miami; Two-Family Dwelling in R1-6 Zoning** – City Manager Paul Kramer presented the ordinance for second consideration. There have been no changes since placed on first consideration at the October 27, 2020 meeting.

Mayor Griswold called the roll on ordinance 8150 and the ordinance passed unanimously 5-0.

**Second Consideration Ordinance 8151 Price Chopper Community Improvement District (CID)** – City Manager Paul Kramer presented the ordinance for second consideration. There have been no changes since placed on first consideration at the October 27, 2020 meeting. Mr. Kramer stated that Pete Heavens, attorney representing Price Chopper, was participating virtually should the Commission have any questions on this and the next two items.

Mayor Griswold called the roll on ordinance 8151 and the ordinance passed unanimously 5-0.

**Second Consideration Ordinance 8152 Adopt and Approve Redevelopment Project Plan (Price Chopper TIF)** – City Manager Paul Kramer presented the ordinance for second consideration. There have been no changes since placed on first consideration at the October 27, 2020 meeting.

Mayor Griswold called the roll on ordinance 8152 and the ordinance passed unanimously 5-0.

**Second Consideration Ordinance 8153 Authorizing the Issuance of Taxable Industrial Revenue Bonds Super Market Developers Inc. (Price Chopper TIF)** – City Manager Paul Kramer presented the ordinance for second consideration. There have been no changes since placed on first consideration at the October 27, 2020 meeting.

Mayor Griswold called the roll on ordinance 8153 and the ordinance passed unanimously 5-0.

#### **NEW BUSINESS:**

**Public Comment:** *emails received by the public for public comment on non-agenda items will be read at this time. No emails were received.*

William Bentley – 1912 Evergreen Street

- Propose and request resurfacing of the tennis courts at Cody Park and dedicate 6 pickle ball courts
- Would also like the city to install a windbreak
- People play throughout the day March – November
- Seldom used for tennis

City Manager Kramer and Commissioner stated that the Commission would look at this next year during CIP and the budget process as the 2021 budget and CIP was already in place. The parks advisory board will probably look at this with some input.

#### **General Item:**

**Review and Discuss Mayor’s Holiday Lighted Parade** – Parks and Recreation Director Steve Grant reviewed the proposed details of the Mayor’s Holiday Lighted Parade. Due to COVID-19 Staff met and

brainstormed ideas to safely hold the annual Mayor's Holiday Lighted Parade to minimize the congregation of crowds. The event typically begins with the lighted parade and ends at Haymarket Square where people gather for a ceremony with guest speakers, choirs, holiday music and vendors prior to the countdown of the lighting of the tree by the Mayor. This year staff is recommending a proposed parade route that will start at 3<sup>rd</sup> and Seneca and pass by seven (7) city owned parking lots and end at Esplanade and Choctaw. Citizens will be encouraged to view the parade from either inside or adjacent to the vehicles. The proposed date is Friday, December 4 beginning at 5:30 pm. The Mayor's tree and associated decorations at Haymarket will be available for the public to view throughout the holiday season, but the tree will not be lighted at this event as to discourage the congregation of crowds. No formal actions is required by the Commission just a review and discussion.

**Consider Amended Fee Schedule -Wastewater Rate Increase 2021-** Public Works Director Mike McDonald presented for consideration the 2021 Wastewater rates that were approved by the City Commission during the 2021 budget process. Due to the nature of the billing cycle, the proposed rates take effect on December 1, 2020 to ensure a full year of revenue is collected in 2021. Staff recommends the City Commission approve the amended fee schedule effective December 1, 2020.

Commissioner Preisinger moved to approve the wastewater rate schedule as presented. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

#### **Resolutions:**

**Resolution B-2270 Non-Profit Organization "Alive After Five" 2021** – City Clerk Carla Williamson presented for approval the adoption of Resolution B-2270 authorizing the serving of complimentary (fee) alcoholic liquor to members of the general public during the 2021 Alive After Five events hosted by Leavenworth Main Street.

Commissioner Bauder moved to approve Resolution B-2270 as presented. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

#### **First Consideration Ordinances:**

**First Consideration Ordinance Amending Sec 44-189 Emergency Snow Routes** – Public Works Director Mike McDonald presented for consideration amendments to the Emergency Snow Routes as set out in the City Code of Ordinances. Staff recommends the following updates shown in red.

##### **East-west streets:**

- a. Cherokee Street, Third Street to 20th Street.
- b. County Road 5 (Tonganoxie Road), 15th Street to Michals Road. (Added Tonganoxie Road to reflect the city street name)**
- c. Eisenhower Road, Fourth Street to 20th Street Trafficway.
- d. Kiowa Street, Third Street to Fourth Street.

- e. **Limit Street, Home Place to 20<sup>th</sup> Street Trafficway. (This street was added to the snow manual at some point but not added to the ordinance)**
  - f. **~~Marshall Street, Fifth Avenue to Broadway (Hospital).~~ (Proposed to be deleted as the hospital is now closed.)**
  - g. McDonald Road, Hughes Road to Shrine Park Road.
  - h. **~~Metropolitan Avenue, from Centennial Bridge to 20<sup>th</sup> Street.~~ (Proposed to be deleted as no other state highway in the city is covered by a similar listing, there are only a few homes, and East/West access to 20<sup>th</sup> Street interchange is available for traffic. City has normally plowed Metropolitan between 16<sup>th</sup> Street and 20<sup>th</sup> Street as an Emergency Snow Route.)**
  - i. Muncie Road, Fourth Street to 10th Avenue.
  - j. Ohio and LeCompton Road, Tenth Avenue to city limits.
  - k. Ottawa Street, Third Street to 20th Street.
  - l. Pennsylvania, Fourth Street to Tenth Avenue.
  - m. Shawnee Street, Third Street to 20th Street.
  - n. Spruce Street, Third Street to 15th Street.
  - o. Thornton Street, Fourth Street to Tenth Avenue.
  - p. Thornton Street, 17th Street to 19th Street **Terrace. (added the word "Terrace" to reflect actual roadway alignments.)**
  - q. **~~Vilas Street, Tenth Avenue to 25th Street Trafficway.~~**
  - r. **~~Vilas Street to be extended from 22nd Street to 25th Street.~~ (Combine the two Vilas Street references to a single listing from Tenth Avenue to 25<sup>th</sup> Street)**
- (2) North-south streets:
- a. Second Avenue, Congress Street to Limit Street.
  - b. Third Street, Kiowa Street to Spruce Street.
  - c. Fourth Street, Metropolitan Avenue to Eisenhower Road.
  - d. Fifth Avenue, **Spruce Olive** Street to Thornton Street. **(Change Olive to Spruce to reflect actual street signage and the connection to Seventh Street information below.)**
  - e. Fifth Street, Metropolitan Avenue to Congress Street.
  - f. Seventh Street, Metropolitan Avenue to Spruce Street.
  - g. Tenth Avenue, Spruce Street to Eisenhower Road.
  - h. Tenth Street, Metropolitan Avenue to Spruce Street.
  - i. 13th Street, Metropolitan Avenue to Cherokee Street.
  - j. 15th Street, Vilas Street to Limit Street.
  - k. 17th Street, Vilas Street to Thornton Street.



~~l. 18th Street, U.S. 73 to Metropolitan Avenue. (Delete as this street was removed when the new highway was constructed)~~

- m. 18th Street, Dakota Street to Spruce Street.
- n. 18th Street, LeCompton Road to Thornton Street.
- o. 19th Street Terrace, 20th Street Trafficway to Thornton Street.
- p. 20th Street, Metropolitan Avenue to Spruce Street.
- q. 20th Street Trafficway, Spruce Street to Eisenhower Road.
- r. Broadway, Metropolitan Street to Thornton Street.
- s. Hughes Road, Eisenhower Road to Limit Street.
- t. Lawrence Avenue, Spruce Street to Cherokee Street.
- u. Maple Avenue, Thornton Street to Limit Street.
- v. **Santa Fe Trail, Metropolitan Ave. to Hancock Ave. (This street was added to the Snow Manual at some point but was not included in the ordinance.)**
- w. Shrine Park Road, Eisenhower Road to Limit Street.
- x. Washington Street, Spruce Street to Ohio Street.
- y. Wilson Avenue, Marion to Home Place.

Staff also requests the following be added to the ordinance as they are currently being plowed as Emergency Snow Routes and are not in the ordinance:

1. Home Place, Wilson to Limit
2. Marion Street, 4th Street to Wilson

There was a consensus by the City Commission to place on first consideration with the agreed to changes.

#### **Amended/Added Items:**

**Resolution B-2271 Leavenworth County Call for Projects Application** – Assistant City Manager Taylour Tedder presented for consideration Resolution B-2271. The Resolution agrees to provide the required funding for local match of the Leavenworth County Call for Projects. The City plans to submit an application for improvements to Michals Road from Tonganoxie Road to 167<sup>th</sup> Street. The city is proposing a 75%/25% cost share (County/City) with a total construction cost of \$453,867.00. The City's matching portion would be \$113,467.00. Funding would come from the pavement management program and/or the Community Improvement Program (CIP).

Commissioner Preisinger moved to adopt Resolution B-2271 Leavenworth County Call for Projects as presented. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

#### **CONSENT AGENDA:**

Commissioner Leonhard moved to approve claims for October 24, 2020, through November 6, 2020, in the amount of \$2,432,242.49; Net amount for Payroll #23 effective November 6, 2020 in the amount of \$337,518.06 (No Police & Fire Pension). Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Other:**

**City Manager Kramer**

- City working to get COVID relief dollars into the Community
- First round of grants going to Leavenworth Mission, Salvation Army Food Pantry, Leavenworth Public Library, Leavenworth Country Backpack Buddies and our two higher education partners (Kansas City Kansas Community College and University of Saint Mary)

**Commissioner Leonhard**

- Kudos to Janet Klasinski, County Clerk and staff for the election process
- 72% election turn out; 23,617 advanced voters and 13,230 election day voters

**Commissioner Wilson**

- Happy Veterans Day

**Commissioner Preisinger**

- Politics should be taken out of the discussion about mask usage
  - Kansas numbers are going up
  - Thinks we need to consider a mask ordinance again; don't think it hurts businesses
  - National and world-wide emergency
- Discussed the demolition process
  - Process goes on too long
  - Other cities have ordinances that codify how the demolition process is handled with an official process in place that sets requirements
- 245<sup>th</sup> Birthday of the Marine Corps in addition to Veterans Day

**Commissioner Bauder**

- Agrees with Commissioner Preisinger about mask ordinance
  - Wants to support local business and does not want them to suffer
  - Has had businesses that would like to see a mask ordinance by the city or county

**Mayor Griswold**

- Thank you to all Veterans
- Agrees with fellow Commissioners about the use of masks and social distancing
- Read a thank you note from First United Methodist Church letter thanking the City for parking lot project

**Executive Session:**

Mayor Griswold moved to recess into executive session to discuss the annual performance review of the City Manager pursuant to the nonelected personnel matters exception K.S.A. 75-4319 (b) 1. The open meeting to

resume in the City Commission Chambers at 8:32 by the clock in the City Commission Chambers. Human Resources Director Lona Lanter is requested to attend. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

The City Commission returned to open session at 8:32 p.m.

Mayor Griswold moved to approve a 3% merit increase for City Manager Paul Kramer effective with the 1<sup>st</sup> check of the 2021 payroll. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Adjournment:**

Commissioner Preisinger moved to adjourn the meeting. Commissioner Leonhard seconded the motion and the motion was unanimously approved.

Time Meeting Adjourned 8:35 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

**POLICY REPORT**  
**SECOND CONSIDERATION ORDINANCE 8155**  
**AMENDING CHAPTER 44, SECTION 44-189 ESTABLISHMENT OF ROUTE; POSTING OF SIGNS**

November 24, 2020



Carla K. Williamson, CMC  
City Clerk



Paul Kramer  
City Manager

**BACKGROUND:**

At the November 10, 2020 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS; CHAPTER 44 TRAFFIC AND VEHICLES, ARTICLE V EMERGENCY SNOW ROUTES, SECTION 44-189 ESTABLISHMENT OF ROUTES; POSTING OF SIGNS; PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.**

Public Works Staff did a final review of the routes and the following changes were made since first reading:

- East-west streets:
  - Added: Michals Road, Tonganoxie Road to Richmond Drive.
- North-South streets:
  - Change: Second Avenue, ~~Congress~~ **Spruce** Street to Limit Street.
  - Change: Fourth Street, Metropolitan Avenue to ~~Eisenhower Road~~ **Limit Street**.
  - Change: Fifth Street, Metropolitan Avenue to ~~Congress~~ **Spruce** Street.
  -

Ordinance No. 8155 is now presented for second consideration and requires a roll call vote.

**ATTACHMENTS:**

- Ordinance No. 8155



*(Summary Publish in the Leavenworth Times on November 27, 2020)*

**ORDINANCE NO. 8155**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS; CHAPTER 44 TRAFFIC AND VEHICLES, ARTICLE V EMERGENCY SNOW ROUTES, SECTION 44-189 ESTABLISHMENT OF ROUTES; POSTING OF SIGNS; 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, Article V Emergency Snow Routes, Sec. 44-189 Establishment of Routes; Posting of Signs, is hereby deleted in its entirety and amended to read as follows:

**Sec. 44-189. Establishment of Routes; Posting of Signs.**

(a) The following streets are established as emergency snow routes within the city:

(1) East-west streets:

- a. Cherokee Street, Third Street to 20th Street.
- b. County Road 5 (Tonganoxie Road), 15th Street to Michals Road.
- c. Eisenhower Road, Fourth Street to 20th Street Trafficway.
- d. Home Place, Wilson Avenue to Limit Street.
- e. Kiowa Street, Third Street to Fourth Street.
- f. Limit Street, Home Place to 20<sup>th</sup> Street Trafficway.
- g. Marion Street, 4<sup>th</sup> Street to Wilson Avenue.
- h. McDonald Road, Hughes Road to Shrine Park Road.
- i. Michals Road, Tonganoxie Road to Richmond Drive
- j. Muncie Road, Fourth Street to 10th Avenue.
- k. Ohio and LeCompton Road, Tenth Avenue to city limits.
- l. Ottawa Street, Third Street to 20th Street.
- m. Pennsylvania, Fourth Street to Tenth Avenue.
- n. Shawnee Street, Third Street to 20th Street.
- o. Spruce Street, Third Street to 15th Street.
- p. Thornton Street, Fourth Street to Tenth Avenue.

- q. Thornton Street, 17th Street to 19th Street Terrace.
  - r. Vilas Street, Tenth Avenue to 25th Street.
- (2) North-south streets:
- a. Second Avenue, Spruce Street to Limit Street.
  - b. Third Street, Kiowa Street to Spruce Street.
  - c. Fourth Street, Metropolitan Avenue to Limit Street.
  - d. Fifth Avenue, Spruce Street to Thornton Street.
  - e. Fifth Street, Metropolitan Avenue to Spruce Street.
  - f. Seventh Street, Metropolitan Avenue to Spruce Street.
  - g. Tenth Avenue, Spruce Street to Eisenhower Road.
  - h. Tenth Street, Metropolitan Avenue to Spruce Street.
  - i. 13th Street, Metropolitan Avenue to Cherokee Street.
  - j. 15th Street, Vilas Street to Limit Street.
  - k. 17th Street, Vilas Street to Thornton Street.
  - l. 18th Street, Dakota Street to Spruce Street.
  - m. 18th Street, LeCompton Road to Thornton Street.
  - n. 19th Street Terrace, 20th Street Trafficway to Thornton Street.
  - o. 20th Street, Metropolitan Avenue to Spruce Street.
  - p. 20th Street Trafficway, Spruce Street to Eisenhower Road.
  - q. Broadway, Metropolitan Street to Thornton Street.
  - r. Hughes Road, Eisenhower Road to Limit Street.
  - s. Lawrence Avenue, Spruce Street to Cherokee Street.
  - t. Maple Avenue, Thornton Street to Limit Street.
  - u. Santa Fe Trail, Metropolitan Ave. to Hancock Ave.
  - v. Shrine Park Road, Eisenhower Road to Limit Street.
  - w. Washington Street, Spruce Street to Ohio Street.
  - x. Wilson Avenue, Marion to Home Place.

(b) The police chief shall cause appropriate signs to be installed along each of the streets designated emergency snow routes under subsection (a) of this section.

**Section 2.** Chapter 44 Traffic and Vehicles, Article V Emergency Snow Routes, Sec. 44-189 Establishment of Routes; Posting of Signs 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 3.** This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper and posting of the appropriate signs.

**PASSED and APPROVED** by the Governing Body on this 24<sup>th</sup> day of November 2020.

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Myron J. "Mike" Griswold, Mayor

{Seal}

ATTEST:

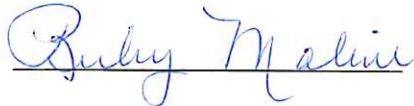
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Carla K. Williamson, CMC, City Clerk

*Policy Report No. FIN-20-07  
Cancellation of Outstanding City Checks*


*November 24, 2020*

Prepared By:



Ruby Maline  
Finance Director

Approved By:



Paul Kramer  
City Manager

**Issue:**

According to KSA 10-816a, checks that remain outstanding after a period of two years of issuance may be canceled by the City Commission. The City has a total of 18 checks in the amount of \$954.23 that remain outstanding after two years of issuance (see attached listing).

**Recommendation:**

It is recommended that the City Commission cancel checks that remain outstanding after two years of issuance and that these balances – in accordance with KSA 10-816c- revert back to the City Fund upon which such checks were drawn.

**Background:**

It is appropriate to cancel outstanding checks after two years. After cancellation by the City Commission, if a check is presented for payment, the Finance Department would honor the obligation and issue a new check.

The funds revert back to the original City Fund upon which they were drawn.



City of Leavenworth  
Cancellation of  
Outstanding AP and PR Checks

Issue Date	Check #	Payee	Amount
12/01/17	290019793	Corrine Mayo	170.00
12/08/17	290019890	Donna Bradford	20.00
01/05/18	290020213	Roger Swearengin	54.00
02/02/18	290020548	Reve Montour	89.00
02/23/18	290020764	Brandi Bennett	5.00
04/13/18	290021396	Ryan Davis	4.00
04/20/18	290021457	George Vega	15.00
04/27/18	290021571	Gerald Wisthoff II	9.80
05/04/18	290021690	Eryn Tucker	5.00
05/11/18	290021828	Robert Gilbert	14.77
05/25/18	290021925	Tamara Da Silva	300.00
07/02/18	290022428	Samuel Hennemann	35.00
07/02/18	290022445	Tracey Herold	105.00
08/02/18	290022790	Samuel Hennemann	35.00
08/17/18	290023004	Lizabeth Ritter	10.00
08/24/18	290023067	Richard R Dado	22.66
08/24/20	290023070	Russell Archer	6.00
11/02/18	290023863	Frederick Thompson Jr.	54.00
Total checks to be cancelled			954.23

**MAYOR'S APPOINTMENTS**

**November 24, 2020**

**Mayor Griswold**

**Motion:**

*“Move to*

*Appoint to the **Convention and Tourism Committee:***

*Sherry Brown to unexpired terms ending January 31, 2021; and*

*Appoint to the **Community Corrections Advisory Board:***

*Jonathan Pheral to unexpired October 16, 2021.*

**Requires a second and vote by the Governing Body.**

**Policy Report**  
**COVID-19 Relief Small Business Grant Program Review**  
**November 24, 2020**

Prepared By:



Taylor Tedder  
Assistant City Manager

Reviewed By:



Paul Kramer  
City Manager

**BACKGROUND:**

Locally owned businesses are the backbone of any community. Not only do small businesses provide character, individuality, jobs to residents, and a high level of service, they also allow for approximately \$68 of every \$100 spent in the business to remain in the community. Throughout the global COVID-19 pandemic, our Leavenworth business community has suffered along with the nation through reduced revenues and less traffic in their brick and mortar businesses.

City staff are proposing the launch of a COVID-19 Relief Small Business Grant to provide support to businesses that need assistance paying their employees, purchasing additional inventory, paying their mortgage/rent, and utilities. The Relief Grant is proposed to offer up to a \$5,000 one-time grant to help offset business expenses and/or revenue loss incurred due to COVID-19. An allocation of \$250,000 is proposed for this grant program. It is anticipated that the high volume of applicants will exceed the total grants available. Applications will be reviewed on a weekly basis and awarded based on need. Simplicity in the information required through the fillable secure online application will allow funds to be distributed quickly and efficiently to get support to the businesses quickly.

To be eligible for a grant, a for-profit small business must:

- Be located in the corporate City-limits of Leavenworth.
- Have 1 - 50 employees (Employee roster must be uploaded for verification).
- Have documented expenses from Mar 1-Dec 30, 2020 and/or documented revenue loss for Mar 1-Oct 31, 2020 versus Mar 1-Oct 31, 2019 totaling at least \$2,500 directly related to COVID-19.
- Expenses or revenue losses that have been reimbursed from other relief funding sources (i.e. PPP, EIDL, HIRE Fund, CDBG, County Relief funds, etc.) are not eligible to be reimbursed by this grant.
- Businesses must have been in continuous operation (excluding "Stay at home order" shutdowns) over the past 24 months.
- Businesses and/or business owners cannot have filed for any form of bankruptcy over the past 24 months.
- Only one grant will be awarded per owner, registered agent, shareholder, individual in the City of Leavenworth. Owners with multiple businesses (LLC's, Corporations, Partnerships, Sole-Proprietorships) will not receive more than one grant in total.

**ACTION:**

- Provide consensus for staff to proceed with the relief grant program as presented.

**ATTACHMENTS:**

- Grant application (fillable secure online form).



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## COVID-19 Relief Small Business Grant Program

### City of Leavenworth COVID-19 Relief Small Business Grant Program

Welcome to the City of Leavenworth COVID-19 Relief Small Business Grant Application. The Small Business Grant Program is designed to help address the economic hardships that small businesses are experiencing due to the COVID-19 pandemic. The Small Business Grant Program offers Leavenworth small businesses up to a \$5,000 one-time grant to help offset business expenses and/or revenue loss incurred due to COVID-19. The Leavenworth City Commission has allocated \$250,000 for the small business relief grants. It is anticipated that the high volume of applicants will exceed the total grants available. Applications will be reviewed on a weekly basis and awarded based on demonstrated need.

**To be eligible for a grant, your for profit small business must:**



- Be located in Leavenworth, KS (Lease/rental/mortgage statement/utility bill showing business name and address must be uploaded for verification)
- Have 1 - 50 employees (Employee roster must be uploaded for verification)
- Have documented expenses from Mar 1-Dec 30, 2020 and/or documented revenue loss for Mar 1-Oct 31, 2020 versus Mar 1-Oct 31, 2019 totaling at least \$2,500 directly related to Covid-19 (Receipts/invoices/proof of payment and/or profit & loss financial statements may be requested for verification upon request)
- Expenses or revenue losses that have been reimbursed from other relief funding sources (i.e. PPP, EIDL, HIRE Fund, CDBG, County Relief funds, etc) are not eligible to be reimbursed by this grant.
- Businesses must have been in continuous operation (excluding "Stay at home order" shutdowns) over the past 24 months.
- Businesses and/or business owners cannot have filed for any form of bankruptcy over the past 24 months.
- *Please note:* only one grant will be awarded per owner, registered agent, shareholder, individual in the City of Leavenworth. Owners with multiple businesses (LLC's, Corporations, Partnerships, Sole-Proprietorships) will not receive more than one grant in total.



0%

Grant Eligibility

**Is the business currently located in the corporate City Limits of Leavenworth, KS? \***

- Select - ▼

**Please provide the current number of employees for the business.\* \***

- Select - ▼

**Please upload a current employee roster that includes first and last name of all employees. \***

No file chosen

Files must be less than **10 MB**.

Allowed file types: **jpg jpeg png pdf doc docx xls xlsx**.

Did the business incur COVID-19 related expenses from Mar 1 -Dec 30, 2020 and/or suffer COVID-related revenue losses for the period Mar 1- Oct 31, 2020 versus Mar 1-Oct 31, 2019 of at least \$2,500? \*

Yes

No

General Information

**Business Legal Name \***

**Trade Name (if different from legal name) \***

Does the business qualify as a minority- or woman-owned business (at least 51% ownership by minority or woman)? \*

Yes

No

Does the business qualify as a veteran-owned business (at least 51% ownership by a veteran)? \*

Yes

No

**Month and Year Business Was Established\* \***

Note: Business must have been in continuous operation for at least 24 months.

Have the business or owner filed for any form of bankruptcy in the past 24 months? \*

Yes

No

**Business Contact Phone Number \***

Business Address (cannot be a PO Box)

**Address Line 1 \***

**Address Line 2**

**City**

Leavenworth

**State**

KS

**Zip Code**

66048

**Business Entity Type \***

- LLC
- Sole Proprietorship
- C-Corp
- S-Corp
- General Partnership
- Limited Partnership
- Limited Liability Partnership
- Other

**Business EIN (if applicable) \***

**DUNS Number (if applicable) \***

**Business Information**

**What Industry Sector is your business? \***

- Select -



Please select any business-related expenses directly related to COVID-19 \*

- Personal Protection Equipment
- COVID Testing Expenses
- Required Office Modifications
- Remote Worker Expenses
- Rent/Mortgage
- Utilities
- Other COVID-related expenses

**Amount (Personal Protection Equipment Expenses) \*if selected above****Amount (COVID Testing Expenses) \*if selected above****Amount (Required Office Modifications) \*if selected above****Amount (Remote Worker Expenses) \*if selected above****Amount (Utilities-related expenses) \*if selected above**



**Please describe other COVID related expenses if applicable**

Please check this field to verify these expenses have NOT been reimbursed by other COVID relief programs \*

I verify

**If your business incurred a revenue loss related to COVID-19, please enter the amount of revenue loss for Mar 1-Oct 31, 2020 as compared to Mar 1-Oct 31, 2019. (Failure to upload previously requested documentation will make your application ineligible) \***

\$

Small Business grants are to be used exclusively for business expenses or revenue loss directly related to the COVID-19 pandemic. How will your business use the funds should they be awarded? (Select all that apply.) \*

- Payroll/Wages (Due to revenue loss)
- Rent/Mortgage (Due to Revenue loss)
- Covid-19 Safety Equipment
- Utilities (Due to revenue loss)
- Inventory (Directly related to COVID-19)
- Equipment (Directly related to COVID-19)
- Other (Directly related to COVID-19)

**Has the business received any additional local, city, county, state or federal funding (i.e. PPP, EIDL, HIRE Fund, CARES Act Funding, CDBG-CV, etc.) to help mitigate the impacts of COVID-19? Receiving previous funds will not eliminate your business from a grant but expenses reimbursed from other programs are not eligible for this grant. \***

- Select - ▼

Please check box to verify the funds previously received from other relief programs have not been used to reimburse expenses or revenue losses attributed with this application \*

I verify

#### Acknowledgment

Accuracy of Information. By submitting this application, you certify that you are authorized to apply for grant funds on behalf of the business identified. You also certify that the information provided is true and correct to the best of your knowledge. Falsification of information could result in the immediate repayment of grant funds with the possibility of other legal action.

**First Name \***

**Last Name \***

**Title / Role in the Business \***

## Your Phone Number \*

Select if you consent to have your application information shared with other funding organizations for the purposes of providing you with additional funding options for your business. \*

I consent

## Electronic Signature \*

Type your full name here to sign

By typing your name, this becomes a legally binding electronic signature. Upon review and approval of the grant, a formal agreement must be signed and verification of identity must be presented upon request.

Please check to make sure all required fields are filled out correctly. The form must be fully filled out to submit. Applications will be reviewed on a merit basis weekly until funds are exhausted.

Submit

# ECONOMIC DEVELOPMENT



## CONTACT INFORMATION

---

**Taylor Tedder, CEcD**

**Assistant City Manager**

**Phone:** 913-680-2602

**Email:** [tedder@firstcity.org](mailto:tedder@firstcity.org)

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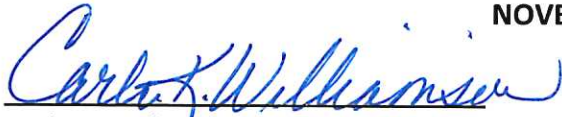
100 N 5th Street

Leavenworth, KS 66048

(913) 682-9201

**POLICY REPORT  
RESOLUTION B-2272  
A RESOLUTION EXPRESSING THE INTENT OF THE CITY TO ISSUE FEDERALLY TAXABLE  
INDUSTRIAL REVENUE BONDS – LUXURY & IMPORTS**

NOVEMBER 24, 2020



Carla K. Williamson, CMC  
City Clerk



Paul Kramer  
City Manager

**ISSUE:**

The issue before the City Commission is to consider the adoption of Resolution B-2272 expressing the intent of the City to issue its federally taxable industrial revenue bonds for improvements benefitting Rea Holding, LLC and Ted A. Rea, Inc. d/b/a Luxury & Imports. The resolution is a non-binding declaration of the official intent of the City to issue such Bonds and it is not bound or otherwise obligated to the Applicants to issue the Bonds if in its sole discretion it determines for whatever reason not to issue such Bonds.

**BACKGROUND:**

On October 28, 2020 Rea Holding, LLC and Ted A. Rea, Inc. d/b/a Luxury & Imports submitted an application and paid the applicable application fee for Incentives-Industrial Revenue Bonds (IRBs).

On November 3, 2020 Rea Holding, LLC and Ted A. Rea, Inc. d/b/a Luxury & Imports and the City entered into an Industrial Revenue Bond Predevelopment Agreement signed by Mr. Rea and the City Manager.

The IRB's allow the developer the use of the City's state and local sales tax exemption for labor and building materials. The IRB must be in place before the developer can start purchasing materials.

The bonds will be issued in the maximum principle amount of \$2,750,000. The City will not be liable or otherwise responsible for the payment of any costs or expense incurred or in connection with the issuance of the bonds.

**ACTION REQUIRED:**

Motion to Adopt Resolution B-2272

**ATTACHMENTS:**

- Resolution B-2272
- Industrial Revenue Bond Predevelopment Agreement
- IRB Application

**RESOLUTION NO. B-2272**

**A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF LEAVENWORTH, KANSAS, TO ISSUE ITS FEDERALLY TAXABLE INDUSTRIAL REVENUE BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,750,000 TO BOTH FINANCE VARIOUS IMPROVEMENTS BENEFITTING REA HOLDINGS, LLC, AND TED A. REA, INC., AND PROMOTE, STIMULATE AND DEVELOP THE ECONOMIC WELFARE OF BOTH THE CITY AND THE STATE OF KANSAS.**

**WHEREAS**, the City of Leavenworth, Leavenworth County, Kansas, (the "City") is authorized and empowered pursuant to the provisions of K.S.A. 12-1740 to 12-1749(d), inclusive, as amended, (the "Act") to both issue its industrial revenue bonds to finance all or part of the cost of purchasing, acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling certain facilities including commercial facilities and enter into lease agreements with any person, firm or corporation for the use and acquisition of such facilities in order to promote, stimulate and develop the economic welfare and prosperity of both the City and the State of Kansas (the "State"); and

**WHEREAS**, Rea Holdings, LLC, a Kansas limited liability company, and Ted A. Rea, Inc., a Missouri corporation registered and in good standing as a foreign corporation in the State, (collectively, the "Applicants") have requested that the City issue its federally taxable industrial revenue bonds in one or more separate series in the maximum principal amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) (the "Bonds") to finance the cost of acquiring, constructing, reconstructing, improving, equipping, furnishing, repairing, enlarging or remodeling certain commercial facilities and improvements to benefit the Applicants' automobile dealership, operating as Luxury & Imports located generally at 5239 S. 4<sup>th</sup> Street, Leavenworth, Kansas (the "Project"); and

**WHEREAS**, the City does hereby find and determine it to be advisable and in the best interest of the City and its inhabitants that such Bonds, as and in the maximum amount so requested be authorized and issued by the City to finance the Project; and

**WHEREAS**, such Bonds if, as, and when issued by the City will be payable solely and only from the moneys and revenues received by the City from the fees charged and rentals received for the use of the Project and not from any other fund or source; and

**WHEREAS**, pending the issuance of the Bonds, the Company intends to initiate the construction, furnishing and equipping of the Project and finance, on an interim basis, such capital expenditures with its own funds which it, by its acknowledgment and acceptance hereof, intends to reimburse and permanently finance with the proceeds of the Bonds; and

**WHEREAS**, this resolution is intended to constitute a non-binding declaration of the official intent of the City to issue such Bonds and it is not bound or otherwise obligated to the Applicants to issue the Bonds if in its sole discretion it determines for whatever reason not to issue such Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, AS FOLLOWS:**

**Section 1.** That the Governing Body of the City hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare of the City and be in furtherance of the public purposes as set forth in the Act.

**Section 2.** That the Bonds in the maximum principal amount of \$2,750,000 be issued by the City in one or more separate series to finance the Project to be leased to the Applicants pursuant to and in accordance with the Act.

**Section 3.** That the terms of all ordinances, trust indentures, lease agreements and other documents required in the issuance of the Bonds (the “Bond Documents”) shall be as agreed to by and between the City and the Applicants. The selection of the purchaser of the Bonds shall be the sole responsibility of the Applicants, subject to the approval of the City.

**Section 4.** That the City officials are hereby directed and authorized to proceed with the necessary negotiations relating to the Bond Documents with the Applicants and with the preparation of all other necessary documents relating thereto for final action by the Governing Body of the City. All terms and conditions of the Bonds and the sale thereof must be acceptable to and approved by the Governing Body of the City and the Applicants.

**Section 5.** That the City Clerk and Nichols and Wolfe Chartered, bond counsel, are hereby authorized and directed to prepare and cause to be filed and published, where necessary, all statements and notices required by the provisions of both K.S.A. 12-1740 et seq., as amended, and other applicable law.

**Section 6.** That although the Project site(s) and facilities may be entitled to an exemption from ad valorem taxation for a period of ten (10) years beginning after the calendar year in which the Bonds are issued in accordance with the provisions of K.S.A. 79-201a, as amended, the Applicants agree that no such abatement of ad valorem taxes is contemplated or being requested by Applicants and, as such, no such abatement will be sought or otherwise requested. The City will, however, cooperate with and assist the Applicants in connection with the preparation and filing of any sales tax exemption certificate requests or refunds Applicants may lawfully request in connection with the Project.

**Section 7.** That the City will not be liable or otherwise responsible for the payment of any costs or expenses incurred by or in connection with the issuance of the Bonds.

**Section 8.** That the issuance of the Bonds by the City shall, in addition to all other requirements of the City, be subject to any limitations imposed upon the City by either federal or Kansas law, including any regulations, rulings or executive orders which might appertain thereto.

**Section 9.** That this Resolution will be available for public inspection during regular business hours of the City at City Hall and shall be of force and effect from and after its adoption and approval.

**Section 10.** That this Resolution shall be of force and effect immediately upon its adoption and approval.

**ADOPTED AND APPROVED THIS** 24th day of November, 2020.

**CITY OF LEAVENWORTH, KANSAS**

\_\_\_\_\_  
Myron J. "Mike" Griswold, Mayor

ATTEST:

\_\_\_\_\_  
Carla K. Williamson, CMC, City Clerk

(SEAL)

**ACKNOWLEDGEMENT AND ACCEPTANCE**

The provisions of this resolution are hereby acknowledged and accepted as the declaration of the official intent of Rea Holdings, LLC, a Kansas limited liability company, and Ted A. Rea, Inc., a Missouri corporation registered and in good standing as a foreign corporation in the State.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

**REA HOLDINGS, LLC**

By \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Name Title

**TED A. REA, INC.**

By \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Name Title

City of Leavenworth, Kansas  
Application for Incentives  
Non-Taxable IRB (Industrial Revenue Bond)

Date: 10-28, 2020

Application for Non-Taxable IRB

A. Applicant Information

1. Project Name:  
Luxury & Imports
2. Project Address:  
5239 S. 4<sup>th</sup> Street, Leavenworth, Kansas 66048
3. Name of Corporation/Partnership:  
Ted A. Rea, Inc./Rea Holdings, LLC
  - i. Address:  
5239 S. 4<sup>th</sup> Street, Leavenworth, Kansas 66048
4. Primary Contact:
  - i. Name: Ted A. Rea
  - ii. Address: 22311 W. 58<sup>th</sup> Terrace, Shawnee, KS 66226
  - iii. Phone: 913-219-8965
  - iv. Fax: 913-651-2779
  - v. Email: tedrea@luxryandimports.com

City of Leavenworth  
City Clerk's Office

OCT 28 2020

Received by: *Wilkins*

B. Project Team

1. Attorney:
  - i. Name: Lewis A. (Pete) Heaven, Jr.
  - ii. Address: 6201 College Boulevard, Ste. 500, Overland Park, Kansas 66211
  - iii. Phone: 913-327-5166
  - iv. Fax: 913-345-0726
  - v. Email: Pheaven@spencerfane.com
2. Construction Contractor:
  - i. Name:  
Kaaz/Brunson Builders
  - ii. Address:  
Leavenworth, Kansas
  - iii. Phone:  
Kaaz: 913-682-3550 - Brunson: 913-704-9633
  - iv. Fax:
  - v. Email:



City of Leavenworth, Kansas  
Application for Public Financial Participation

3. Engineer:
- i. Name:  
Napier Engineering, LLC (Brett Napier)  
207 S. 5<sup>th</sup> St., Leavenworth, Kansas 66048
  - iii. Phone:  
913-682-8600
  - iv. Fax:
  - v. Email:  
brett@napiereng.com

4. Architect: N/A
- i. Name:
  - ii. Address:
  - iii. Phone:
  - iv. Fax:
  - v. Email:

C. Project Information

1. Attach a brief description of the proposed project including a site plan. Describe the basic project components, i.e., amount of new commercial square footage, number of housing units. Indicate whether for sale or lease. See Exhibit A
2. Attach legal description of project site and list property ID number(s). Indicate exhibit number:  
See Exhibit B
4. Attach the status of the zoning and uses of the property with proposed changes and schedule. Indicate exhibit number: The project area is an existing car dealership and has appropriate zoning; the project is a renovation of the existing business.
5. Attach a construction and operations schedule: describe percentage of construction completion by year and by phase. Indicate when operations will commence. Indicate exhibit number:  
This is a multi-phase project that will commence in early summer, 2020 and end in summer of 2021. The business will remain open during construction.
7. Attach a detailed budget for the project with a sources and uses statement. Include all sources of payment including applicant's equity, private financing sources and proposed public financial participation, and all uses including specifically uses earmarked for payment from public sources. Indicate exhibit number:  
Exhibit C is the anticipated budget for the Project. Financing will initially be through construction loans and private equity. The scope and scale of the Project reflects the availability of incentives and such scope and scale would be less without incentives.

D. OTHER.

The City may require such additional information as determined, in its discretion, in order to consider this



**City of Leavenworth, Kansas**  
**Application for Public Financial Participation**

application, including, but not limited to, applicant financial information and additional information regarding the proposed project.

**E. Application Fee and Deposit**

Applicants will be required to provide a non-refundable application fee of \$1,500 and to enter into a Funding Agreement. The City will also require an issuance fee in an amount to be determined.

Applicant acknowledges that the Governing Body of the City of Leavenworth is under no obligation to approve any application for public financial participation and that the decision is discretionary with the City.

The undersigned; certifies that all information provided in the application is true and correct to the best of the undersigned's knowledge, agrees to update as necessary all information required herein, authorizes the City of Leavenworth to check credit references and verify financial and other information, agrees to provide any additional information as may be requested by the city after the filing of this application, and agrees to provide the application fee, escrow deposit and to pay the additional funds into escrow as described above.

Applicant Name: **TED A. REA, INC. and REA HOLDINGS, LLC**

Signature: \_\_\_\_\_

\_\_\_\_\_  
Ted A. Rea, President

Title: \_\_\_\_\_

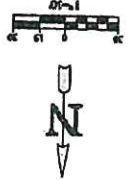
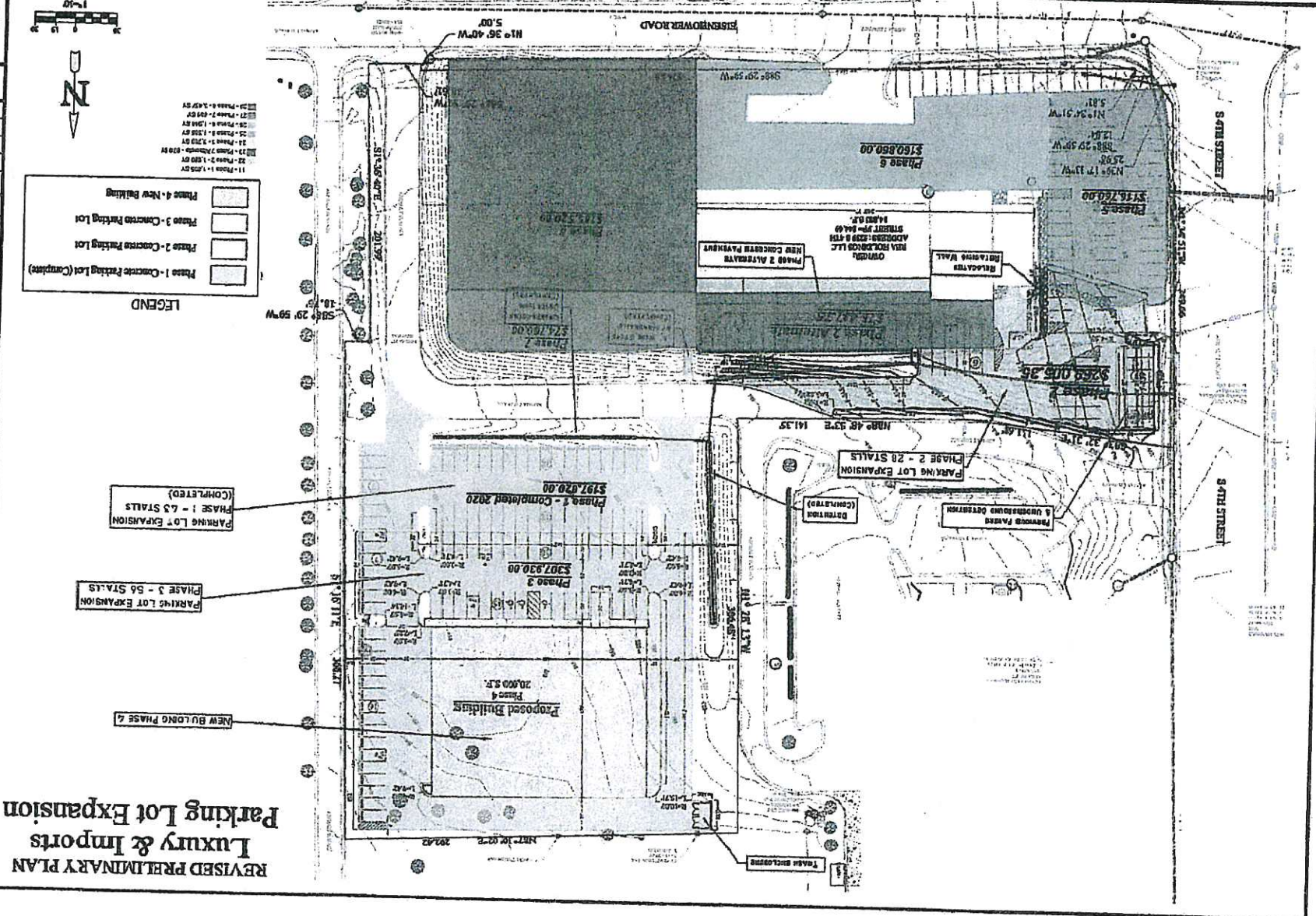


City of Leavenworth, Kansas  
Application for Public Financial Participation

Exhibit A  
Project information

1. The project consists of several phases. All phases are for Luxury and Imports use and nothing will be leased.
  - a. Phase one. Parking lot expansion 43 parking stalls. (Completed 2019-2020)
  - b. Phase two. Parking lot expansion 28 parking stalls. (Work in process)
  - c. Phase two alternate. New pavement to North of service shop. (Work in process)
  - d. Phase three. Parking lot expansion 56 parking stalls.
  - e. Phase four. Construct a 20,000 square foot body shop and reconditioning shop. Paving and parking adjacent to the new building will be included in phase four.
2. Legal description is attached as Exhibit B.
3. Zoning is GBD and there are no future changes foreseen.
4. Construction schedule.
  - a. Phase one. Parking lot expansion 43 parking stalls. (Completed 2019-2020)
  - b. Phase two. Parking lot expansion 28 parking stalls. Work will be 100% completed by 12/31/2020
  - c. Phase two alternate. New pavement to North of service shop. Work will be 100% completed by 11/15/2020.
  - d. Phase three. Parking lot expansion 56 parking stalls. Work will not commence until after the service building is complete. Est. start time, June 2021.
  - e. Phase four. Construct a 20,000 square foot body shop and reconditioning shop. Paving and parking adjacent to the new building will be included in phase four. Work will commence November or December 2020 and should be completed by June of 2021.

Site Plan on following page



**LEGEND**

	Phase 1 - Concrete Parking Lot (Completed)
	Phase 2 - Concrete Parking Lot
	Phase 3 - Concrete Parking Lot
	Phase 4 - New Building

- 11 - Phase 1 - 1,000 ST
- 22 - Phase 2 - 1,000 ST
- 23 - Phase 2 - 1,000 ST
- 24 - Phase 3 - 1,000 ST
- 25 - Phase 3 - 1,000 ST
- 26 - Phase 4 - 1,000 ST
- 27 - Phase 4 - 1,000 ST
- 28 - Phase 5 - 1,000 ST

**REVISED PRELIMINARY PLAN  
Luxury & Imports  
Parking Lot Expansion**

**NAPIER ENGINEERING, LLC**

PREPARED FOR:  
LUXURY & IMPORTS, LLC  
1500 S. 10TH STREET  
LAKE MINNAPOLIS, MN 55440

2019.03  
Luxury & Imports - All Components  
Parking Lot Expansion  
Revised Preliminary Plan

Site Plan  
Sheet - C1

207 S. 4th St  
Lakeville, MN 55150  
91373444  
info@napiereng.com  
Date of Preparation:  
January 29, 2019  
Revised Date:  
August 28, 2020



City of Leavenworth, Kansas  
Application for Public Financial Participation

Exhibit B

A tract of land in the Northwest Quarter of Section 18, Township 9 South, Range 23 East of the 6<sup>th</sup> P.M. in the City of Leavenworth, Leavenworth County, Kansas:

Commencing at the Southwest corner of said Northwest Quarter; thence North 88° 29' 59" East, along the South line of said Northwest Quarter, a distance of 33.00 feet; thence North 01° 34' 51" West, along the East right of way line of K-7 as it now exists, a distance of 241.08 feet to the point of beginning of herein described tract; thence North 01° 34' 51" West, continuing along said East right of way line, a distance of 76.49 feet; thence South 83° 32' 31" East, a distance of 151.68 feet; thence North 88° 55' 48" East, a distance of 171.43 feet; thence North 01° 28' 13" West, a distance of 306.48 feet; thence North 87° 30' 02" East, a distance of 292.69 feet; thence South 01° 16' 11" East, a distance of 368.27 feet; thence South 88° 29' 59" West, a distance of 18.76 feet; thence South 01° 36' 40" East, a distance of 201.99 feet to a point on the North right of way line of Eisenhower Road as it now exists; thence South 88° 29' 59" West, along said North right of way line, a distance of 38.61 feet; thence North 01° 36' 40" West, a distance of 211.60 feet; thence South 88° 29' 51" West, a distance of 381.98 feet; thence South 86° 09' 15" West, a distance of 173.65 feet to the point of beginning; as shown on Boundary Line Adjustment Survey by Atlas Surveyors recorded March 28, 2019 as Document No. 2019S018.

Parcel Number: 052-094-18-0-20-06-009.00-0



City of Leavenworth, Kansas  
Application for Public Financial Participation

Exhibit C

Budget

Phase	Description	Contractor	Unit	Unit price without sales tax	Total price without sales tax	
Phase 2	Design	Level 4 Engineering Kaaz	1 LS	\$4,950.00	\$4,950.00	
	Mobilization	Construction Kaaz	1 LS	\$11,023.20	\$11,023.20	
	Removals & Clearing trees	Construction Kaaz	100 CY	\$133.14	\$13,313.70	
	Earth Work	Construction Kaaz	1 LS	\$15,877.49	\$15,877.49	
	4" Rock Base	Construction Kaaz	1633 SY	\$10.38	\$16,945.64	
	6" Concrete Pavement	Construction Kaaz	1633 SY	\$41.54	\$67,841.35	
	Curb and Gutter	Construction Kaaz	550 LF	\$35.10	\$19,305.00	
	Storm Sewer	Construction Kaaz	1 LS	\$28,735.91	\$28,735.91	
	8" Pervious Paving	Construction Kaaz	1100 SF	\$30.95	\$34,046.10	
	Light poles	Construction Kaaz	7 each	\$6,300.00	\$44,100.00	
	Lot Striping	Construction Kaaz	1 LS	\$1,350.00	\$1,350.00	
	Retaining wall	Construction			\$18,000.00	
				Section total		\$278,271.10
	Phase Alternate 1	2 6" Concrete paving and curb North of service shop	Kaaz Construction	955 SY	\$72.05	\$68,802.98
				Section total		\$69,497.95

City of Leavenworth, Kansas  
Application for Public Financial Participation

Phase Alternate 2	3	Grade existing subgrade. Install 6" concrete paving atop 4" rock base	Kaaz Construction	3710 SY		\$74.70	\$277,137.00
						Section total	\$279,936.36
Phase Alternate 3	5	Remove existing asphalt and subgrade and install 6" concrete atop 4" rock base	Kaaz Construction	1390 SY		\$75.60	\$106,145.45
						Section total	\$106,145.45
Phase Alternate 4	6	Remove existing asphalt and subgrade and install 6" concrete atop 4" rock base	Kaaz Construction	1915 SY		\$75.60	\$146,236.36
						Section total	\$146,236.36
Phase Alternate 5	7	Remove existing asphalt and subgrade and install 6" concrete atop 4" rock base	Kaaz Construction	890 SY		\$75.60	\$67,963.64
						Section total	\$67,963.64
Phase Alternate 6	8	Remove existing asphalt and subgrade and install 6" concrete atop 4" rock base	Kaaz Construction	3440 SY		\$74.70	\$259,563.64
						Section total	\$259,563.64
Phase Building footings and floor	4	Erect 160' x 125' metal building including; plumbing, electrical and HVAC	Brunson Builders				\$1,060,000.00
						Section total	\$1,060,000.00
Phase alternate 1	4	Install front canopy with columns, footings, concrete slab, lighting and roofing	Brunson Builders				\$25,000.00

City of Leavenworth, Kansas  
Application for Public Financial Participation

				Section total	\$25,000.00
Phase alternate 2	4	Install domestic water service including \$8000 tap charge	Rea Inc		\$15,000.00
				Section total	\$15,000.00
Phase alternate 3	4	Install fire sprinkler water service line	Rea Inc		\$15,000.00
				Section total	\$15,000.00
Phase alternate 4	4	Install sanitary sewer line	Rea Inc		\$15,000.00
				Section total	\$15,000.00
Phase alternate 5	4	Install electric service	Denny Electric		\$14,000.00
				Section total	\$14,000.00
New roof and siding on existing mechanics shop		New roof and siding on existing mechanics shop	Brunson Builders		\$95,300.00
				Total	\$2,446,914.50



Leavenworth, Kansas  
City Clerk  
100 North 5th Street  
Leavenworth, KS 66048  
Welcome

005879-0002 Cary C. 10/28/2020 12:02PM

MISCELLANEOUS

Description: IRB  
Application Fee (CC82)  
2020 Item: CC82  
1.0 @ 1,500.00

1,500.00

-----  
1,500.00

Subtotal  
Total

1,500.00  
1,500.00

CHECK  
Check Number 083977

1,500.00

Change due

-----  
0.00

Paid by: LUXURY & IMPORTS

Thank you for your payment

CUSTOMER COPY  
DUPLICATE RECEIPT

**INDUSTRIAL REVENUE BONDS  
PREDEVELOPMENT AGREEMENT**

THIS INDUSTRIAL REVENUE BONDS PREDEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the 3rd day of November, 2020 (the "Effective Date"), by and between the **City of Leavenworth, Kansas**, a municipal corporation of the State of Kansas (the "City"), and **Rea Holdings, LLC**, a Kansas limited liability company ("Rea Holdings"), and **Ted A. Rea, Inc.**, d/b/a Luxury and Imports, a Missouri corporation ("Rea") (Rea Holdings and Rea may be referred to herein together, and jointly and severally, as the "Developer"), and their respective successors and assigns (the City and Developer are hereby collectively referred to as the "Parties").

RECITALS

A. Reference is hereby made to that certain real property which is commonly known and numbered as 5239 S. 4th St., Leavenworth, Kansas 66048 (the "Property"), which Property Developer either owns or will own.

B. Developer is proposing a redevelopment project (the "Project") for the Property, generally consisting of the expansion and renovation of an automobile dealership and service center.

C. The City is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas and is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act"), to issue industrial revenue bonds to pay the cost of constructing or renovating the Project in the City, for the purposes set forth in the Act.

D. Developer desires to obtain a sales tax exemption on costs of materials included in the Project and, accordingly, is now requesting that the City finance the cost of constructing and equipping the Project, or portions thereof, through the issuance of its industrial revenue bonds in one or more series (collectively, the "Bonds"), in accordance with the Act, to be purchased and held by the Developer.

E. In connection with the Project and the Bonds, City must retain outside legal counsel and may be required to retain other consultants and incur out-of-pocket costs that are outside the normal administrative and professional expenses provided for in City's annual budget, but City is without a source of funds to pay such outside counsel (including but not limited to the appointed city attorney), consultants, and costs (collectively "City Expenses").

F. The parties desire to enter into this Agreement in order to provide for the payment of City Expenses, and to set forth matters that may be included in any final redevelopment agreement between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Developer agree as follows:

1. IRB Application. Following or contemporaneously with the execution of this Agreement, Developer will complete and submit to the City an IRB application in accordance with the Act and the City's policies, on such forms as the City may require.

2. Services to be Performed by the City. The City will retain administrative and professional staff, outside counsel and consultants, and incur expenses which it, in its sole discretion, deems necessary to:

(a) Consider a proposal and request of the Developer for the City to issue the Bonds in order for Developer to obtain a sales tax exemption on materials incorporated in the Project.

(b) If the City Commission approves the request, prepare and negotiate definitive agreements and proceedings providing for issuance of the Bonds, including but not limited to a "Final Redevelopment Agreement" between the Parties for implementation of the Project and the approved incentives (if any).

(c) If the Parties enter into a Final Redevelopment Agreement, administer the Project and the Incentives in accordance therewith.

4. Payment of City Expenses. Developer will reimburse and pay the City for the City Expenses incurred following execution of this Agreement, in accordance with the following provisions:

(a) Prior to or contemporaneous with the effectiveness of this Agreement, the Developer shall pay to the City a non-refundable IRB application fee of \$1,500.00.

(b) In order to insure the prompt and timely payment of the City Expenses, the Developer will establish a fund (the "Fund") in the amount of Five Thousand Dollars (\$5,000) ("Initial Deposit") by paying such amount to the City contemporaneously with the full execution of this Agreement. Notwithstanding the Effective Date, this Agreement shall not be deemed effective unless and until Developer has established the Fund with the Initial Deposit.

(c) On a monthly basis, the City will pay the City Expenses from the Fund and will submit to Developer monthly statements itemizing the City Expenses paid from the Fund during the preceding month.

(d) If the City determines that the total of the City Expenses will exceed the balance in the Fund, the City will submit an itemized statement to the Developer to replenish the Fund so that there is a cash balance available against which additional City Expenses may be applied on a current basis, and Developer will have seven (7) calendar days after such submission to pay the City the amount necessary to replenish the Fund.

(e) If not paid from the Fund, all statements of City Expenses will be payable by Developer within thirty (30) calendar days of Developer's receipt thereof. If Developer does not timely pay the City Expenses or replenish the Fund as set forth above, the City



will be relieved of its obligations under this Agreement until the City's expenses are paid or the Fund is replenished, as the case may be.

(f) Any unused portion of the Fund shall be returned to Developer in the event that (i) this Agreement is terminated and all of the City Expenses have been paid in full, or (ii) all of the Incentives have been approved and implemented by the City and the Final Redevelopment Agreement has been fully executed and delivered by both parties and all of the City Expenses have been paid in full.

(g) Notwithstanding subparagraph (a) above, all attorneys' fees relating to the redevelopment and financing for the Project reasonably incurred by the City prior to the execution of this Agreement shall be reimbursable out of the Fund.

6. Basic Terms of Final Redevelopment Agreement. Neither Party is obligated to proceed with the Project or any Bond incentives except as may otherwise be provided in a Final Redevelopment Agreement as to the development of the Project, satisfactory to both parties in their sole and absolute discretion. The Final Development Agreement may also take the form of an amendment to or restatement of any existing development agreement between City and Developer related to the Project. Although the Parties have not yet negotiated the specific terms of any Final Redevelopment Agreement related to Bond incentives, the Parties presently believe that such terms must necessarily address, at a minimum, the following matters:

(a) Determination of Project. The Parties must agree on the proposed square footages of buildings, the plans and specifications, and the exterior design for the Project, and such other massing and design criteria as mutually-agreed to by the Parties in the Final Redevelopment Agreement.

(b) Performance Criteria. Performance criteria in order for Developer and the Project to remain eligible for Bond incentives and rights and remedies of the City if Developer does not satisfy timely such criteria or if Developer otherwise defaults under the Final Redevelopment Agreement.

(c) Agreement on Site Work, Infrastructure and Utilities. The Parties must agree on how site work, utilities, street, intersection, sidewalk and similar improvements, if any, are to be addressed by the Project.

(d) Agreement on Progress Schedule. The Parties must agree on a progress schedule by which the Project will be undertaken and completed.

(e) Zoning Changes. The Parties shall agree as to how any necessary zoning changes will be addressed. Nothing contained within this Agreement, nor any future agreement, shall be deemed to bind the City, acting in its governmental capacity, to make any such zoning changes.

(f) Project Financing. The amount, timing, and criteria for any Incentives, and requirements for private financing.

(g) Other Matters. Any Final Redevelopment Agreement will also address any other matters that either Party deems appropriate.

7. Obligations of the Parties to Proceed. The obligation of the Parties to proceed beyond this Agreement is dependent upon the Parties entering into a Final Redevelopment Agreement prior to the termination of this Agreement. Nothing contained herein shall: (i) obligate the City to create or approve the Project; (ii) obligate the City to approve or provide any incentives or approve the issuance of the Bonds; (iii) obligate either party to enter into a Final Redevelopment Agreement; or (iv) obligate the Developer to commence or complete all or any portion of the Project.

8. Default. Whenever any event of default by Developer shall have occurred under this Agreement and continued for a period of thirty (30) days following Developer's receipt of written notice from City specifying such default and requiring it be remedied, the City may take any one or more of the following remedial steps: (a) refuse to consider or schedule for consideration or approval any applications for the Bonds or other incentives submitted by Developer; (b) pursue an action to specifically perform the terms and provisions of this Agreement; or (c) terminate this Agreement. Whenever any event of default by City shall have occurred under this Agreement and continued for a period of thirty (30) days following City's receipt of written notice from Developer specifying such default and requiring it be remedied, the Developer may take any one or more of the following remedial steps: (a) pursue an action to specifically perform the terms and provisions of this Agreement; or (b) terminate this Agreement. In case a lawsuit shall be brought because of the breach or alleged breach of any agreement or obligation contained in this Agreement on the part of either party to be kept or performed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses in connection with such lawsuit.

9. Miscellaneous.

(a) Costs. Except as otherwise provided in this Agreement with regard to the City Expenses, each Party shall be solely responsible for all costs and expenses incurred by such Party in connection with the matters contemplated by this Agreement. Developer will pay to the City all plan review and similar fees of general applicability required by City ordinance; however, Developer understands that payment of such fees does not ensure approval of the Project or any of the Bond incentives. Some costs may be reimbursable pursuant to the terms of any Final Redevelopment Agreement.

(b) Assignability. Neither party may assign this Agreement without the written consent of the other Party, such consent not to be unreasonably withheld by the City; provided, however, that the foregoing restriction on assignment shall not apply to, and City consent shall not be required for, any of the following, so long as Developer provides the City with prior written notice of the same: (i) collateral assignments of all or a portion of Developer's rights hereunder for financing purposes; (ii) transfers or assignments to any subsidiary or affiliate which is owned or controlled by Developer or one or more of its principals, or to any entity which is owned or controlled, directly or indirectly, by Developer or one or more of its principals; or (iii) transfer or sale of all or a portion of the underlying real property to a third party, provided that any such sale or transfer shall not relieve Developer of any obligation hereunder unless and until the City voluntarily agrees to release Developer from the same.

(c) Amendments. This Agreement may be supplemented or amended only by written instrument executed by both Parties.

(d) Applicable Law. This Agreement shall be deemed to be entered into in the state of Kansas, and shall be enforceable under the laws of that state.

(e) Binding Effect. This Agreement will inure to the benefit of, and be binding upon, the Parties and the permitted successors and assigns of the Parties.

(f) Non-liability of City Officials and Employees. No member of the governing body, official, or employee of the City will be personally liable to Developer, or any successor in interest to Developer, pursuant to the provisions of this Agreement, or for any default or breach of this Agreement by the City.

(g) Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.


(h) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same agreement. Hand signatures transmitted by electronic mail in PDF or similar format shall also constitute binding signatures to this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

**CITY:**

**CITY OF LEAVENWORTH, KANSAS**

By: \_\_\_\_\_

  
Paul Kramer  
City Manager

**DEVELOPER:**

**TED A. REA, INC.**

By: \_\_\_\_\_

Name: Ted A. Rea  
Title: President

**REA HOLDINGS, LLC**

By: \_\_\_\_\_

Name: Ted A. Rea  
Title: President



**POLICY REPORT  
CONSIDER AMENDMENT TO 1994 LEASE AGREEMENT  
WITH SUPER MARKET DEVELOPERS LLC (PRICE CHOPPER)**

**NOVEMBER 24, 2020**



Carla K. Williamson, CMC  
City Clerk



Paul Kramer  
City Manager

**ISSUE:**

The issue before the City Commission is to consider an amendment to the November 14, 1994 Parking Area/Lease Agreement with Super Market Developers LLC (Price Chopper).

**BACKGROUND:**

Price Chopper has reached out to the City requesting an amendment to the 1994 Parking Lot/Lease Agreement. Below are the three requested changes:

1. The original lease (November 14, 1994) states that the agreement would expire at the earlier of the date (i) they aren't operating a grocery store, or (ii) fifty years (November 2044). The request is to extend that another 25 years. Considering the TIF and CID won't expire before the end of the initial term, it is not necessary. At the same time, the language saying the lease ends if they stop operating a grocery store is still in place, so this language is acceptable.
2. Request language will be added to confirm that the improvements required to be made back in 1994 have been completed. This change doesn't mean the City could not enforce code issues.
3. Removal of the requirement of constructing a fence with the City providing a gate.

**ACTION REQUIRED:**

Approve the amendments to the 1994 Parking Area/Lease Agreement as presented.

**ATTACHMENTS:**

- Amendment to Lease Agreement
- 1994 Lease Agreement



**AMENDMENT NO. 2 TO LEASE AGREEMENT**

THIS AMENDMENT NO. 2 TO LEASE AGREEMENT (this “**Amendment No. 2**”) is made effective as of this 24th day of November, 2020 (the “**Effective Date**”), by and between **The City of Leavenworth, Kansas**, a municipal corporation, in the State of Kansas (“**City**”), and **Super Market Developers, Inc.**, a Missouri corporation (“**Lessee**”).

WHEREAS, City and Four B Corp., a Kansas corporation (“**Four B**”), entered into that Lease Agreement dated November 14, 1994 for the property legally described on Exhibit “A” (the “**Lease**”); and

WHEREAS, with the consent of the City, Four B has assigned its interest as tenant in the Lease to Super Market Developers, Inc.; and

WHEREAS, City and Lessee executed that certain Amendment No.1 to the Lease, effective October 27, 2020; and

WHEREAS, the City and Lessee desire to further amend the Lease as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Lease as follows:

1. That (ii) of Paragraph 1 of the Lease is hereby amended to seventy-five (75) years. City acknowledges receipt of the additional sum of Twenty-Five Dollars (\$25.00) as a non-refundable lease payment for the extended term of the Lease.

2. The parties agree that the improvements required of Lessee in Paragraph 2 of the Lease have been completed.

3. That the requirement of a fence, as described in Paragraph 4 of the Lease, is hereby waived by the City.

4. Except as expressly modified herein, the terms and conditions of the Lease are hereby ratified and deemed in full force and effect. This Amendment No. 2 may be executed in multiple counterparts, all of which when taken together shall constitute one and the same instrument. A facsimile or electronic signature upon this Amendment No. 2 shall be effective the same as an original signature.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto as of the Effective Date.

**CITY:**

**THE CITY OF LEAVENWORTH, KANSAS**

By: \_\_\_\_\_  
Myron J. "Mike" Griswold, Mayor

**ATTEST:**

\_\_\_\_\_  
Carla K. Williamson, City Clerk

**LESSEE:**

**SUPER MARKET DEVELOPERS, INC.**, a Missouri  
corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF LEASED PREMISES**

The following described real estate in Leavenworth County, Kansas:

A tract of land in the Northeast  $\frac{1}{4}$  of Section 1, Township 9 South, Range 22 East in the City of Leavenworth, Leavenworth County, Kansas more fully described as follows:

Beginning at a point 421.06 feet N  $88^{\circ} 15' 13''$  E from the SW corner of said NE  $\frac{1}{4}$ . Thence N  $88^{\circ} 15' 13''$  E 228.93 feet; thence North  $00^{\circ} 46' 00''$  W – 129.96 feet; thence S  $88^{\circ} 15' 12''$  W 227.19 feet; thence South 130.00 feet to the point of beginning.

#20 GROUND LEASE

PARKING AREA / LEASE AGREEMENT

THIS PARKING AREA / LEASE AGREEMENT ("Lease") is made and entered into this 14<sup>TH</sup> day of NOVEMBER, 1994, by and between the City of Leavenworth, Kansas, a municipal corporation, in the State of Kansas, hereinafter referred to as the "City," and FOUR B CORP., a Kansas corporation, hereinafter referred to as "Lessee."

WITNESSETH

WHEREAS, Lessee operates a Price Chopper Food Store in Leavenworth, Kansas at a location commonly known as 2107 South 4th Street (the "Store");

WHEREAS Lessee has agreed in principal with the City to lease a tract of land owned by the City and located north of the Store, as legally described on Exhibit A attached hereto (the "Leased Premises");

WHEREAS Lessee desires to construct a parking lot on the Leased Premises for use by its employees at the Store;

WHEREAS the parties acknowledge that some part of the Leased Premises has previously been used as a landfill and City maintenance shop location; and

WHEREAS the City and Lessee have agreed that the City shall retain all liability and responsibility in connection with any existing environmental contamination to the Leased Premises, if any;

NOW THEREFORE it is agreed by and between the parties as follows:

- 1) The City hereby leases to Lessee, and Lessee hereby leases from the City, on the terms and conditions set forth in this Lease, the Leased Premises for One Dollar (\$1.00) per year for a period of time equal to the shorter of: (i) such time as Lessee or its successor operates a food supermarket at the location commonly referred to as 2107 South 4th Street or (ii) fifty years. The City hereby acknowledges receipt of a payment in the amount of Fifty Dollars (\$50.00) as a non-refundable lease payment for the full term of the Lease.
- 2) Lessee shall at its cost construct the parking lot, intersection, storm drainage, access road and other real improvements shown on the attached Exhibit B which is incorporated herein by reference, in the four following phases (each a "Phase"):
  - a) PHASE I will include the construction of the surface parking lot in accordance with the plans and specifications previously verbally approved by the City and shall be completed prior to December 31, 1994.
  - b) PHASE II will include the intersection connecting the parking lot into Third Street and shall be completed prior to December 31, 1995.
  - c) PHASE III will include concrete slab removal and storm drainage improvements immediately north of the parking lot and shall be completed prior to December 31, 1996.

- d) PHASE IV will include the access road as shown on the plans, which ties into the intersection of Third Street and the parking lot, extends north and then west to the northwest corner of the parking lot and shall be completed prior to December 31, 1997.
- 3) The City retains the right of access across the Leased Premises, as reflected on Exhibit B, to the City Waste Water Treatment Plant and other City property to the north of the Leased Premises. It is specifically recognized by Lessee that in an emergency the City's egress and ingress requirements to the Leased Premises may cause disruption of the use of the Leased Premises by Lessee and its agents, representatives, employees and customers and Lessee shall hold the City harmless from any claims for said disruption.
- 4) Lessee shall construct a wood or chain link fence along the boundary of the Leased Premises. Said fence to be constructed in the manner reasonably approved by the Public Works Director of the City in accordance with the Cities rules and regulations. The gate for the fence shall be supplied by the City at its sole cost and expense.
- 5) The City shall remain liable for and shall indemnify, defend and hold harmless Lessee and its officers, directors, agents, employees and shareholders from and against any loss, damage, expense, including, without limitation, reasonable attorneys fees and costs of

litigation (collectively "Damages"), incurred or sustained by Lessee and arising by reason of (i) the existing presence on the Leased Premises of any substance or material that is, or may in the future be, defined, listed in or otherwise classified pursuant to, any applicable laws or regulations as a "hazardous substance," "hazardous waste" or "toxic substance," or (ii) any spills, discharges or releases of any materials or substances on the Leased Premises prior to or during the term of this Lease, other than those caused by or resulting from the activities, actions or omissions (when Lessee has a duty to act) of Lessee. Lessee will have no claim for damages against the City solely as a result of any disruption to Lessee's use of the Leased Premises in the event the City is required to do any environmental or hazardous material or other clean up to the Leased Premises. The City shall, as promptly as possible, pay for or make repairs to any improvements described on Exhibit B attached which are constructed by Lessee on the Leased Premises if said improvements are removed or disrupted in connection with any clean up effort or remediation of the Leased Premises.

- 6) Lessee shall be responsible for the use of the surface of the Lease Premises and shall indemnify and hold harmless the City from any liability claims arising out of accidents or injuries or other use of the surface area of the Leased Premises.

- 7) Lessee shall be responsible for payment of any property taxes that may be levied against the Leased Premises.
- 8) The City hereby grants to Lessee a right of first refusal to purchase the Leased Premises. If at any time during the term of this Lease the City receives an offer to purchase the Leased Premises (an "Offer"), the City shall deliver a copy of the Offer to Lessee and thereafter Lessee shall have 30 days to notify the City whether it desires to purchase the Leased Premises from the City on the same terms and conditions contained in the Offer. If within 30 days following its receipt of the Offer Lessee fails to notify the City that it intends to purchase the Leased Premises on the same terms and conditions contained in the Offer, the City shall have the right to sell the Leased Premises to the party submitting the Offer, on the same terms and conditions contained in the Offer.
- 9) This Lease shall not be modified except in writing signed by the parties hereto or their respective successors or assigns.
- 10) In the event any portion of this Lease is deemed unenforceable or invalid, the remainder of this Lease shall not be affected thereby.
- 11) Lessee shall have no right to assign any right, title or interest in and to the Leased Premises without the written consent of the City, which shall not be unreasonably withheld.



- 12) In the event Lessee fails to construct the real improvements to the Leased Premises in accordance with the terms of this Lease and does not cure such breach within 30 days following written notice of same from the City, Lessee shall forfeit all right, title and interest under this Lease and all real improvements to the Leased Premises shall become the property of the City.
- 13) Except as expressly set forth in Paragraph 5 above, Lessee agrees to pay all costs associated with the construction, maintenance, repair, replacement, removal and or relocation of improvements upon the Lease Premises and shall not permit any liens to be created against the Leased Premises. To insure the performance of its obligations hereunder, prior to commencing any work on any Phase of the improvements, Lessee shall deliver a performance bond to the City in an amount equal to the amount of the improvements (as described on Exhibit B) to be built by Lessee in connection with such Phase.
- 14) Lessee agrees that all use of the Leased Premises shall be in accordance with the applicable statutes, rules, regulations and ordinances, as the case may be, of the City of Leavenworth Kansas, the State of Kansas and the federal government.
- 15) Upon termination of this Lease, all real improvements located on the Leased Premises shall become the property of the City.

16) The City agrees that Lessee shall have the right to record a copy of this Lease with the register of deeds for Leavenworth County, Kansas.

17) Wherever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or declared invalid under applicable law, such provision shall be void and of no effect and the remaining provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereto placed their hands the day and year first above written.

FOUR B CORP.

CITY OF LEAVENWORTH, KANSAS

By

John F. Ball  
President

By

Frank Minnis  
Mayor

ATTEST:

Carol Sadler  
Carol Sadler, City Clerk

STATE OF KANSAS )  
                  ) SS.  
COUNTY OF ~~LEAVENWORTH~~ WYANDOTTE )

BE IT REMEMBERED that on this 14<sup>th</sup> day of November, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came John F. Ball, the president of Four B Corp., who is the person known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of same to be the act and deed of said corporation.

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

Bernadine Hanig  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9/28/98 

STATE OF KANSAS )  
                  ) SS.  
COUNTY OF LEAVENWORTH )

BE IT REMEMBERED that on this 20<sup>th</sup> day of September, 1994, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Frank Minnis, Mayor of the City of Leavenworth, Kansas, who is personally known to me to be such officer and is personally known to me to be the same person who executed as such officer, the within instrument on behalf of the City of Leavenworth and such person duly acknowledged the execution of same to be the act and deed of said municipality.

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

Beth M. Blackford  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4-6-1996

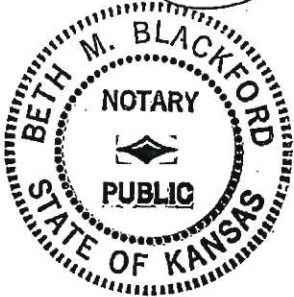


EXHIBIT A

PRICE CHOPPER LEGAL ON PARKING LOT LEASED FROM  
THE CITY OF LEAVENWORTH, KANSAS

A tract of land in the Northeast  $\frac{1}{4}$  of Section 1, Township 9 South, Range 22 East in the City of Leavenworth, Leavenworth County, Kansas more fully described as follows:

Beginning at a point 421.06 feet N  $88^{\circ} 15' 13''$  E from the SW corner of said NE  $\frac{1}{4}$ . Thence N  $88^{\circ} 15' 13''$  E 228.93 feet; thence N  $00^{\circ} 46' 00''$  W - 129.96 feet; thence S  $88^{\circ} 15' 12''$  W 227.19 feet; thence South 130.00 feet to the point of beginning.

**POLICY REPORT  
FIRST CONSIDERATION ORDINANCE  
AMENDING CHAPTER 18 ENVIRONMENT, ARTICLE III LAND DISTURBANCE PERMITS,  
SEC. 18-94 FEES**



Carla K. Williamson, CMC City Clerk

**NOVEMBER 24, 2020**



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Paul Kramer, City Manager

**ISSUE:**

To place on first consideration an ordinance to amend Sec 18-94 of the City Code of Ordinance to list the surety bonds and fines associated with Land Disturbance Permits.

**BACKGROUND:**

- During the recodification of the City Code of Ordinances and restructuring of the City Fee Schedule any references to bond requirements were removed from the fee schedule and placed into the code and any fees listed in the code were placed in the fee schedule.
- Prior to the recodification, the surety bond requirement and fines for land disturbance permits were one of those listed in the fee schedule and removed.
- It was recently discovered by staff that the section of the code that addressed surety bonds and fines was not amended to add in the information. This amendment will correct the error by placing the surety bond requirements, amounts and fines for failure to obtain the required land disturbance permits into the code.
- There are not changes to the surety bond requirements, amounts and fines for failure to obtain the required land disturbance permits that was previously listed.

**ACTION:**

Consensus by the Governing Body to place on first consideration.

**ATTACHMENTS:**

- Red-line copy of changes to Ordinance
- Draft Ordinance



(Summary Publish in the Leavenworth Times on \_\_\_\_\_, 2020)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS; CHAPTER 18 ENVIRONMENT, ARTICLE III LAND DISTURBANCE PERMIT, SECTION 18-94 FEES, ESCROW ACCOUNT, SURETY BOND AND FINES. 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 18 Environment, Sec. 18-94 Fees, escrow account, surety bond and fines, is hereby deleted in its entirety and amended to read as follows:

Sec. 18-94. – Fees, escrow account, surety bond and fines.

(a) Prior to the issuance of a land disturbance permit, each applicant shall pay to the city a fee as established by the city commission as provided in the city fee schedule. Fees paid for a land disturbance permit, which is subsequently revoked by the city engineer, are not refundable. A person operating in compliance with the regulations of this article shall not be charged a permit fee when obtaining a land disturbance permit for construction or re-construction of city-owned and financed capital improvements projects.

(b) Any person who permits, authorizes, or maintains a land disturbance activity without first obtaining a valid land disturbance permit required by this article, shall pay additional permit fees as set out in the city fee schedule.

(c) The applicant shall establish and maintain throughout the permit period an escrow account, or a surety bond in the city's name, as sufficient surety for the city. The city engineer may determine that a specific type of surety instrument be required of an applicant based on the project proposed and the past performance of the applicant. The amount of the escrow account may be reduced with the approval, in writing, of the city engineer.

(1) The amount of the required surety per event shall be as follow:

Regulated land disturbance activity less than 1 acre:	No surety required
Regulated land disturbance activity 1-5 acres:	\$ 5,000
Regulated land disturbance activity more than 5 acres:	\$10,000
One (1) single family residence:	\$ 2,500
Two (2) – five (5) single family residences	\$ 5,000
More than five (5) single family residences	\$10,000
Utility companies/contractors working for a utility company with an annual land disturbance permit	\$ 5,000

(d) Failure to obtain the required land disturbance permit as required in this chapter shall be required to submit the following surety:

- (1) First offense land disturbance activity less than 1 acre: \$ 5,000
- Second offense and all other categories: Surety doubles

**Section 2. REPEAL.** Chapter 18 Environment, Sec. 18-94 Fees, escrow account, surety bond and fines, 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 3. 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 \_\_\_\_ 2020.

\_\_\_\_\_  
Mayor

{Seal}

ATTEST:

\_\_\_\_\_  
Carla K. Williamson, CMC, City Clerk



Sec. 18-94. - Fees escrow account or surety bond and fines.

- (a) Prior to the issuance of a land disturbance permit, each applicant shall pay to the city a fee as established by the city commission as provided in the city fee schedule. Fees paid for a land disturbance permit, which is subsequently revoked by the city engineer, are not refundable. A person operating in compliance with the regulations of this article shall not be charged a permit fee when obtaining a land disturbance permit for construction or re-construction of city-owned and -financed capital improvements projects.
- (b) Any person who permits, authorizes, or maintains a land disturbance activity without first obtaining a valid land disturbance permit required by this article, shall pay additional permit fees as set out in the city fee schedule.
- (c) The applicant shall establish and maintain throughout the permit period an escrow account, or a surety bond in the city's name, as sufficient surety for the city. The city engineer may determine that a specific type of surety instrument be required of an applicant based on the project proposed and the past performance of the applicant. ~~The amount of the required surety shall be as provided in the city fee schedule.~~ The amount of the escrow account may be reduced with the approval, in writing, of the city engineer.

(1) The amount of the required surety per event shall be as follow:

<u>Regulated land disturbance activity less than 1 acre:</u>	<u>No surety required</u>
<u>Regulated land disturbance activity 1-5 acres:</u>	<u>\$5,000</u>
<u>Regulated land disturbance activity more than 5 acres:</u>	<u>\$10,000</u>
<u>One (1) single family residence:</u>	<u>\$2,500</u>
<u>Two (2) – five (5) single family residences</u>	<u>\$5,000</u>
<u>More than five (5) single family residences</u>	<u>\$10,000</u>
<u>Utility companies/contractors working for a utility company with an annual land disturbance permit</u>	<u>\$5,000</u>

- (d) Failure to obtain the required land disturbance permit as required in this chapter shall be required to submit the following surety:

<u>(1) First offense land disturbance activity less than 1 acre or 1 single family residence:</u>	<u>\$5,000</u>
<u>Second offense and all other categories:</u>	<u>Surety double</u>

**EXECUTIVE SESSION  
TO DISCUSS PERSONNEL MATTERS OF NONELECTED PERSONNEL**

**NOVEMBER 24, 2020**

**CITY COMMISSION ACTION:**

**Motion:**

Move to recess into executive session to discuss the contract of the City Manager pursuant to the nonelected personnel matters exception K.S.A. 75-4319 (b) 1. The open meeting to resume in the City Commission Chambers at \_\_\_\_\_ by the clock in the City Commission Chambers. Human Resources Director Lona Lanter is requested to attend.