



City of Leavenworth  
100 N. 5<sup>th</sup> Street  
Leavenworth, Kansas 66048

CITY COMMISSION REGULAR MEETING  
COMMISSION CHAMBERS  
TUESDAY, JUNE 8, 2021 7:00 P.M.

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

*Meetings are televised everyday on Channel 2 at 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 attend the meeting in person, email [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 4:00 pm on the day of the meeting to reserve a seat. Seats are available on a first come first serve basis. Face coverings are optional when attending the meeting. 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 comments on an agenda items to be read during discussion on that topic, email your comments to [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 6:00 pm on the day of the meeting.**

Call to Order – Pledge of Allegiance Followed by Silent Meditation

**1. Proclamation – Juneteenth 2021**

(pg. 3)

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

2. Minutes from May 25, 2021 Regular Meeting & June 1, 2021 Special Meeting

**Action:** Motion (pg. 4)

**Second Consideration Ordinances:**

3. Second Consideration Ordinance 8163 Rezoning 711 Marshall Street from R1-6 to GBD  
4. Second Consideration Ordinance 8164 Text Amendments to Development Regulations  
5. Second Consideration Ordinance 8165 Approve Special Use Permit Day Care 2137 Birch St  
6. Second Consideration Ordinance 8166 Rescind Special Use Permit 1700 10<sup>th</sup> Avenue

**Action:** Roll Call (pg. 18)

**Action:** Roll Call (pg. 21)

**Action:** Roll Call (pg. 59)

**Action:** Roll Call (pg. 63)

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**NEW BUSINESS:**

Public Comment: *(i.e. Items not listed on the agenda or receipt of petitions- Public comment is limited to 2-3 minutes and no action will be taken by the Commission on public comment items - Please state your name and address)*

**General Items:**

7. Review 504 Miami Unsafe & Dangerous Structure Given Extension at April 13, 2021 Meeting **Action:** Motion (pg. 65)  
8. Mayor's Appointment – 1<sup>st</sup> Judicial District Juvenile Advisory Board **Action:** Motion (pg. 67)

**Resolution:**

9. Resolution B-2284 Set Public Hearing for Unsafe & Dangerous Structure; Fire Damaged House 1006 Kickapoo **Action:** Motion (pg. 68)

**Bids, Contracts and Agreements:**

10. Consider Bids for 2021 Sidewalk Improvements on Esplanade & WPC **Action:** Motion (pg. 73)  
11. Consider Bids for Pavement Management Mill and Overlay **Action:** Motion (pg. 77)  
12. Consider Sole Source Contract Airport Fuel System Replacement **Action:** Motion (pg. 81)

**First Consideration Ordinances:**

13. First Consideration Ordinance to Adopt 2030 Comprehensive Plan **Action:** Consensus (pg. 99)  
14. First Consideration Ordinance to Establish a Land Bank **Action:** Consensus (pg. 101)

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**Consent Agenda:**

Claims for May 22, 2021, through June 4, 2021, in the amount of \$554,649.54; Net amount for Payroll #11 effective June 4, 2021 in the amount of \$334,770.60 (No Police & Fire Pension).

**Action:** Motion

**Other:**

**Adjournment**

**Action:** Motion

# City of Leavenworth, Kansas



## Proclamation

**WHEREAS,** *President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13<sup>th</sup> Amendment which formally abolished slavery in the United States of America; and*

**WHEREAS,** *word about the signing of the proclamation was delayed some two and half years to June 19, 1865 in reaching authorities and African-Americans in the South and Southwestern United States. Emancipation Day observations are held on different days in different states in the South and Southwest and in other parts of the nation; and*

**WHEREAS,** *June 19<sup>th</sup> has a special meaning to African-Americans and is called "JUNETEENTH" combining the words June and Nineteenth. It has been celebrated by the African-American community for over 150 years; and*

**WHEREAS,** *the Leavenworth NAACP Branch #4036 seeks to educate the citizens of Leavenworth and surrounding communities on the journey to the "TRUE" Independence Day(s) for the ancestors of our African-American community members. The annual Juneteenth celebration in the City of Leavenworth will take place virtually on the Facebook Live Platform on June 19, 2021.*

**NOW, THEREFORE,** *I, Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby proclaim June 19, 2021 as:*

## Juneteenth Day

*I urge all citizens to become more aware of the significance of this celebration in African-American History.*

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

\_\_\_\_\_  
Nancy D. Bauder, Mayor

ATTEST:

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



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

**City Commission Regular Meeting**  
**Commission Chambers**  
**Tuesday, May 25, 2021 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 Nancy D. Bauder, Mayor Pro-Tem Camalla Leonhard, Commissioners Myron J. (Mike) Griswold, Mark Preisinger and Jermaine Wilson.

**Staff members present in the commission chambers:** City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Director of Planning and Community Development Julie Hurley, Public Works Director Brian Faust, Police Chief Patrick Kitchens, City Attorney David E. Waters and City Clerk Carla K. Williamson.

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

**Mayors Award** to Sandy Simmons for exceptional dedication to the Leavenworth Back Pack Buddies for over 14 years.

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

Commissioner Preisinger moved to approve the minutes from the May 11, 2021 regular meeting. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

**NEW BUSINESS:**

**Public Comment:** (*emails received by the public for public comment on non-agenda items will be read at this time limited to 2-3 minutes*) -- No emails were received.

**General Items:**

**Acceptance-Dedication of Land for Public Purposes; Eisenhower Marketplace Final Plat** - Director of Planning and Community Development Julie Hurley presented for consideration the final plat for Eisenhower Marketplace located at the northwest corner of Eisenhower Road and Lakeview Drive. The plat was unanimously approved by the Planning Commission on May 3, 2021. The action required by the City Commission is to accept the dedication of land for public purposes in the form of utility easements associated with the plat.

Commissioner Leonhard moved to accept the dedication of land for public purposes as part of the Eisenhower Marketplace final plat. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

**Acceptance-Dedication of Land for Public Purposes; Adam's Valley Final Plat** - Director of Planning and Community Development Julie Hurley presented for consideration the final plat for Adam's Valley



residential development located at 1440 and 1460 Quincy Street. The plat was unanimously approved by the Planning Commission on May 3, 2021. The action required by the City Commission is to accept the dedication of land for public purposes in the form of utility easements and right-of-way associated with the plat.

Commissioner Preisinger moved to accept the dedication of land for public purposes as part of the Adam's Valley final plat as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

### **Mayor's Appointment**

Mayor Bauder moved to appoint to the City Planning Commission Harold (Bill) Waugh to an unexpired term ending May 1, 2024. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

### **Bids, Contracts and Agreements:**

**Consider Sole Source Bid for 2021 Police Car Equipment** - Police Chief Patrick Kitchens presented for consideration a sole source purchase of four (4) replacement in-car camera systems in the amount of \$26,395.00 from Safe Fleet Coban Mobile Visions. Safe Fleet Coban provides the operating system for the entire police fleet and has since September 2013. It is necessary to purchase equipment from them for compatibility to the system.

Commissioner Wilson moved to approve the sole source bid in the amount of \$26,395.00 from Safe Fleet Coban Mobile Vision to replace four in-car camera systems. Commissioner Griswold seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

**Consider Agreement with Kansas Department of Transportation (KDOT) for 4<sup>th</sup> Street Improvements** – Public Works Director Brian Faust presented for consideration Agreement No. 142-21 with KDOT related to City Connecting Link Improvements Program (CCLIP) award for the 4<sup>th</sup> Street Pavement Rehabilitation Project. In 2019 the city submitted CCLIP applications to KDOT for 2 project along 4th Street. One from Choctaw to Delaware and one from Delaware to Seneca. In July 2020 KDOT selected the Choctaw to Delaware project with a cost share of 85%/15% with KDOT contributing 85% of the eligible costs with a maximum contribution of \$1,000,000.00. KDOT agreed to include the Delaware to Seneca portion of the second project in the overall project but the city will be responsible for all costs associated with the sections between Delaware and Seneca.

Commissioner Griswold moved to authorize the Mayor to sign Agreement No. 142-21 between KDOT and the City of Leavenworth related to Improvements to 4<sup>th</sup> Street between Choctaw Street and Seneca Street. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

### **First Consideration Ordinances:**

**First Consideration Ordinance to Rescind Special Use Permit 1700 10<sup>th</sup> Avenue** – City Clerk Carla Williamson presented for first consideration an ordinance to rescind the Special Use Permit allowing Video

Rental & Sales at 1700 10<sup>th</sup> Avenue. The Family Video which previously occupied the property closed earlier in the year and the Special Use Permit is no longer applicable to the property.

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

**First Consideration Ordinance Special Use Permit Daycare 2137 Birch Street** - Director of Planning and Community Development Julie Hurley presented for first consideration an ordinance allowing a Special Use Permit for operation of an in-home Child Care Center at 2137 Birch Street. City code does allow for Child Care Centers in R1-6 zoning districts with issuance of a special use permit.

Ms. Hurley reviewed the Conditions of Determination presented in the policy report. These are sometimes referred to as the “Golden Standard or Golden Rule” from the Kansas Supreme Court case Golden v City of Overland Park Kansas.

### **CONDITIONS OF DETERMINATION**

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

1. Shall not be located along an arterial street as designated on the Major Street Plan Map unless indirect vehicular access to that street, such as with a frontage road is available. The City Planner, with the advice of the DRC, shall determine if the drop off and pick up arrangements of a childcare center or business appear safe. Appeal of any negative decision shall be to the City Commission.  
*The subject property is located along Birch Street, which is classified as a Residential street.*
2. Shall provide at least one hundred (100) square feet of open space per child. This open space shall be 100% enclosed by a minimum four (4) foot high fence or wall.  
*The subject property includes a back yard area of approximately 3,050 sq. ft., enclosed by a 4’ wooden fence. The back yard is adjacent to fenced backyard of residential properties.*
3. Shall provide a loading zone capable of accommodating at least two (2) automobiles for the easy picking up and discharging of passengers.  
*The subject property does have a driveway or other paved off-street loading area. There is ample on-street parking in front of the subject property as well.*
4. Shall conform to all requirements of the State of Kansas and shall acquire a State of Kansas Child Care Center License.  
*The applicants have provided a copy of their Group Day Care Home permit from the Kansas Department of Health and Environment.*
5. All childcare centers operated in residential zoning districts shall be the only legal residence of the operator.  
*The home functions as the only residence of the operator/owner.*

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

*The applicant currently is not displaying a sign advertising her business.*

### **COMMISSION FINDINGS**

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

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

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

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

*Child Care Centers are an essential service to working parents in the community, and promote the economic development, welfare and convenience of the public.*

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

*Staff does not feel that the proposed Child Care Center will cause any substantial injury to the value of other property in the neighborhood. There are currently a total of 17 Child Care Centers in residential neighborhoods with active Special Use Permits within the City of Leavenworth.*

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

*No new structures or building modifications are proposed as part of this special use permit. The property will continue to look and function as a residential structure.*

The Planning Commission considered the request at their May 3, 2021 meeting and after reviewing the conditions of determination voted 4-1 to recommend approval. Staff recommends approval of the request with provision stated in Section 2 of the proposed ordinance.

The property owners Kimberly and Duane Reece, requesting the permit were present to address the Commission with questions. Ms. Reece stated the following:

- Most likely there will be 10 kids and only 5 parents, so only 5 cars and no more than 6 cars
- She has extended hours for her daycare with unique hours so people do not drop off and pick up at one time
- Currently there are only 2 cars that come at approximately the same time to drop off and pick up
- Parents pull into the driveway closest to the door and kids always hold hands going to and from vehicles

- Has been daycare provider in Leavenworth for 9 years; 19 years total daycare provider
- There is a need for child care in the area

Commissioner Griswold spoke about the opposition by neighbors

- Neighbors alleged that cars parked in their drive way to drop off and pick up
- Concerned about safety with only 2 entrances and exits to the subdivision
- Concerns about the effect of property values
- Commissioner Griswold stated that in his opinion some of these concerns are valid

Commissioner Preisinger

- Does not see a problem with up to 7 cars dropping off and pickup throughout the day
- There are other daycares in the city with the same street traffic flow or with one road in and out and there are no problems
- This is not a gated community as one neighbor in opposition had stated
- There is a need for day care in the city

Commissioners Leonhard, Wilson and Mayor Bauder all agreed that there is a great need for day care in the City.

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

**First Consideration Ordinance Rezoning 5136 Lakeview Drive** - Director of Planning and Community Development Julie Hurley presented for first consideration an ordinance rezoning 5136 Lakeview Drive from Medium Density Single Family Residential District (R1-9) to General Business District (GBD). The site plans were reviewed at the April 15, 2021 Development Review Committee meeting. A Culver's restaurant is planned for the southeast portion of the property.

Ms. Hurley reviewed the Conditions of Determination presented in the policy report. These are sometimes referred to as the "Golden Standard or Golden Rule" from the Kansas Supreme Court case *Golden v City of Overland Park Kansas*.

### **CONDITIONS OF DETERMINATION**

Whenever the Planning Commission or City Commission takes action on an application for amendment to these Development Regulations, and such proposed amendment is not a general revision of existing ordinances, but one which will affect specific property, the Planning Commission and City Commission shall consider the following factors:

- a) The character of the neighborhood;

*The subject property is 11.8 acres in size and is occupied by a single family home. It is located directly along the Eisenhower corridor. To the east is the Armed Forces Insurance office building, the Leavenworth County Health Department, and Hallmark Cards factory. To the west is the Frontier Community Credit Union, Woods Gas Station, and Dillons grocery store. To the north is a 26.6 acre single family residential lot, with additional single family homes further to the north. To the south across Eisenhower is a strip commercial center, in the City of Lansing.*

- b) The zoning and use of properties nearby;

*The properties to the north and immediately across Lakeview Drive to the east are zoned R1-9, Medium Density Single Family Residential. Properties to the west and further east are zoned OBD, Office Business District. Property further to the west is zoned GBD, General Business District. Property to the south is inside the city limits of Lansing and is zoned PUD, Planned Unit Development.*

- c) The suitability of the subject property for the uses to which it has been restricted;

*The subject property is currently occupied by one single-family home. As this property is immediately adjacent to the Eisenhower Road corridor which is a major 4 lane thoroughfare and experiences a high volume of traffic, and is adjoined by commercial and office uses along this corridor, single family residential is not the most appropriate use of the property.*

- d) The extent to which removal of the restrictions will detrimentally affect nearby property;

*The proposed rezoning should have little detrimental effect upon surrounding properties. The property is primarily surrounded by commercial and office uses, with single-family to the north. The existing home to the north is approximately 565 feet from the property line, and screening/buffering would be required at the time of development of the northern portion of the subject property.*

- e) The length of time the subject property has remained vacant as zoned;

*The subject property has always been single-family residential in nature.*

- f) The relative gain to economic development, public health, safety and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;

*The proposed rezoning will have a positive effect on the economic development of the City and region with added commercial uses, and will increase the value of the subject property through development as a commercial site.*

- g) The recommendations of permanent or professional staff;

*Staff recommends approval of the rezoning request.*

- h) The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city;

*The area is identified as appropriate for commercial uses on the Future Land Use map. Therefore, staff finds the proposed use to be in conformance with the overall goals of the adopted Comprehensive Plan.*

- i) Such other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.

*No other factors*

The Planning Commission considered the request at their May 3, 2021 meeting and after reviewing the conditions of determination voted unanimously to recommend approval. On May 14, 2021 a protest petition regarding the rezoning was delivered to the office of the City Clerk. After review by the City Attorney, and based on property areas calculated by Staff, the City Attorney and City Staff have determined that the protest petition does not meet the threshold requirement under K.S.A. 12-757 so as to require a supermajority (2/3) vote by the Commission.

- **Mark Schuler**, developer for 5136 Lakeview Drive was in attendance in person to address the City Commission
  - Retired from the Air Force and decided he wanted to get involved with Culvers and build one in Leavenworth
  - Built first Culvers in Platte City then one in Lawrence
  - Real estate has been the challenge in finding a location for a Culvers in Leavenworth
  - Wanted to bring additional economic development to his hometown
  - This will bring not only a Culvers but other possible economic development with additional businesses on site

Opposition to request:

- **Mike Crow** of Crow & Associates was in attendance in person to address the City Commission
  - Represents Lakeview Acres owners
  - Lakeview Acres is currently zoned the same as the property in question and has always been residential
  - Mr. Crow referred to a PowerPoint regarding the property would like the commission to look at the property as three different tracts of land
  - He is not speaking about Culvers on being on Eisenhower but the tracts of land in question
  - Concern is about the City allowing for entrance and exit from the west side of Lakeview Drive because of the residential property
  - Only family homes are on west side of Lakeview Drive
  - Disagrees with the 1000' notification of the Lansing property since it is incorporated
  - Does not seem fair that more Lansing property owners were given notice than Leavenworth property owners
  - Concern is rezoning the Jahn Homestead
  - Discussed the "Golden Rule" set by the Kansas Supreme Court in Golden v City of Overland Park Kansas
  - Focus on Jahn Homestead believes the character of the neighborhood is residential
  - Strongly disagrees with only a 20' landscape buffer; it is not enough to shield residential property
  - There is a binding agreement that runs forever on Lakeview Acres that specifically states they will not erect any buildings within 100 feet of the boundaries, along with other restrictions listed in the agreement
- **City Attorney David E. Waters:**
  - Important to remember that the commission is not approving a Culvers; the issue is considering rezoning of a property
  - When it comes to the actual building of anything on the property it would be considered through staff following regulations set out in the code and development regulations
  - This is one tax parcels not 3 different; The entirety of the property is to be one legal description
  - The notification is by the complete legal description of the entire area not parcels

- Mr. Waters addressed the question raised on notification; there is confusing wording in the statute; feels the unincorporated verbiage refers to property not incorporated by the City requesting the action and opinion is that proper notice
  - As far as private agreements, it is not the city’s job to enforce such covenants, or that such covenants supersede the zoning regulations. The two issues are separate—except where the regulations are more restrictive, then the City’s regulations govern. Essentially the city does not get involved in whatever private agreements there might be on properties.
- **Gloria Jahn Mercer**, One of the property owners of 5136 Lakeview Drive, was in attendance via GoToMeeting to address the City Commission.
    - Speaking on behalf of her sisters who are the co-owners of the property
    - Father was very pro-business and strong supporter of economic development in Leavenworth
    - It’s time for a change in the land use of the area
    - Disagrees with the restrictions as represented
    - Regarding impact on traffic; need to trust that the city will make adjustments to take care of the traffic issues as the development and area changes
  - **Michelle Burns** representing the property owners of 5136 Lakeview Drive was in attendance via GoToMeeting to address the City Commission.
    - The City went through the Golden Standard and she agrees with the assessment by the City
    - There is other single family property surrounded by commercial property in the area
    - This rezoning will have little if any effect on the properties
    - No point in separating out the tracts as it is all under one ownership
    - Restrictive agreement is not a factor in approving rezoning

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

The Mayor called for a 5 minute break at 8:37

The meeting resumed at 8:42

**First Consideration Ordinance Rezoning 711 Marshall Street** - Director of Planning and Community Development Julie Hurley presented for first consideration an ordinance rezoning 711 Marshall Street from High Density Single Family Residential District (R1-6) to General Business District (GBD). The property is the former Cushing Memorial Hospital, which closed in October 2020 and is currently vacant. The request for rezoning was submitted by the Leavenworth County Board of County Commissioners to allow for the reuse of the building for a mix of county offices and private health care providers.

Ms. Hurley reviewed the Conditions of Determination presented in the policy report. These are sometimes referred to as the “Golden Standard or Golden Rule” from the Kansas Supreme Court case Golden v City of Overland Park Kansas.

**CONDITIONS OF DETERMINATION**

Whenever the Planning Commission or City Commission takes action on an application for amendment to these Development Regulations, and such proposed amendment is not a general revision of existing

ordinances, but one which will affect specific property, the Planning Commission and City Commission shall consider the following factors:

- a) The character of the neighborhood;

*The subject property is the site of the former Cushing Memorial Hospital, which is currently vacant. To the north is a multi-story medical office building. To the south is the Carroll Mansion, occupied by the Leavenworth County Historic Society. Two blocks to the north is the former Medical Arts building, which was rezoned to GBD in 2017. The remainder of the neighborhood consists of single-family homes.*

- b) The zoning and use of properties nearby;

*All surrounding properties are zoned R1-6, High Density Single Family District, except for the site of the former Medical Arts building two blocks to the north which is zoned GBD.*

- c) The suitability of the subject property for the uses to which it has been restricted;

*The subject property was built in the late 1800's as a hospital, and has functioned as such since that time until its recent closure in October, 2020. The building has housed medical uses consistently since construction, and is unsuited for residential use.*

- d) The extent to which removal of the restrictions will detrimentally affect nearby property;

*The proposed rezoning should have little detrimental effect upon surrounding properties. The subject building has housed medical uses since its construction, and provides adequate parking facilities for such uses. It is anticipated that the neighborhood will experience a decrease in traffic, as the building will not be used on a 24/7 schedule in the same manner that the hospital was. No detrimental effect on nearby property is anticipated due to the rezoning.*

- e) The length of time the subject property has remained vacant as zoned;

*The building has functioned as a hospital since its construction in the late 1800's, until the hospital's closure in October, 2020.*

- f) The relative gain to economic development, public health, safety and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;

*The proposed rezoning will have a positive effect on public health and welfare by providing space for needed health services, while preserving and adaptively reusing an historic building.*

- g) The recommendations of permanent or professional staff;

*Staff recommends approval of the rezoning request.*

- h) The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city;

*The area is identified as appropriate for Institutional uses on the Future Land Use map. Therefore, staff finds the proposed use to be in conformance with the overall goals of the adopted Comprehensive Plan.*

- i) Such other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.

*No other factors*



The Planning Commission considered the request at their May 3, 2021 meeting and after reviewing the conditions of determination voted 4-1 to recommend approval.

Commissioner Leonhard read the following statement regarding her employment with Leavenworth County and this issue:

*"In the interest of full disclosure, I am employed by the Council on Aging, which is an agency of the applicant, Leavenworth County, Kansas. As I understand from our City Attorney, as this application is a non-contractual matter, but rather a legislative matter, I am permitted to act on this matter so long as I have disclosed my interest as a County employee on the State-required Statement of Substantial Interest. I have done so. Nevertheless, I still want to assure the Commission that I have not pre-judged this application."*

- **Leavenworth County Commissioner Vicky Kaaz and Leavenworth County Attorney David Van Parys** were both in attendance, in person to address the City Commission. Mr. Van Parys thanked city staff for their professional handling of the matter and thanked the commission for their consideration.

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

**First Consideration Ordinance Text Amendments Development Regulations** - Director of Planning and Community Development Julie Hurley presented for first consideration an ordinance amending various sections of the Development Regulations of the City Code of Ordinances Appendix A. The Planning Commission reviewed the proposed amendments at their May 3, 2021 meeting and voted unanimously to recommend approval.

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

**Consent Agenda:**

Commissioner Wilson moved to approve claims for May 8, 2021, through May 21, 2021, in the amount of \$871,241.58; Net amount for Payroll #10 effective May 21, 2021 in the amount of \$344,465.40 (Includes Police & Fire Pension in the amount of \$8,804.19). Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

**Other:**

**City Manager Paul Kramer:**

- Parks and Recreation league games kick off next week
- Wollman Pool opens May 31

**Mayor Bauder:**

- Mayor Bauder read a statement from the Commission about the death of Medal of Honor recipient and longtime Leavenworth resident Charles C. Hagemeister who served in Vietnam. Condolences to the Hagemeister family.

**Adjournment:**

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

Time Meeting Adjourned 9:05 p.m.  
Minutes taken by City Clerk Carla K. Williamson, CMC



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**Open Special Meeting:**

Commissioner Preisinger moved to open a special meeting. Commission Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**The Governing Body** opened the special meeting and the following commission members were present in the commission chambers: Mayor Nancy D. Bauder, Mayor Pro-Tem Camalla Leonhard, Commissioners Myron “Mike” Griswold, Mark Preisinger and Jermaine Wilson.

**Staff Present In the Commission Chambers:** City Manager Paul Kramer, Assistant City Manager Tylour Tedder and City Clerk Carla Williamson.

**Others Present Virtually:** City Attorney David E. Waters.

**Second Consideration Ordinance 8162 Rezoning 5136 Lakeview** – City Manager Paul Kramer presented the ordinance for second consideration.

At the May 25, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration an ordinance rezoning 5136 Lakeview Drive from Medium Density Single Family Residential District (R1-9) to General Business District (GBD). There have been no changes to the ordinance since first introduced. Director of Planning and Community Development Julie Hurley reviewed the Conditions of Determination and Staff comments and opinions at the May 25, 2021 Commission Meeting. The City Commission shall consider these factors when making their decision on the rezoning request. The factors are as follows:

**CONDITIONS OF DETERMINATION**

**a) *The character of the neighborhood;***

*The subject property is 11.8 acres in size and is occupied by a single family home. It is located directly along the Eisenhower corridor. To the east is the Armed Forces Insurance office building, the Leavenworth County Health Department, and Hallmark Cards factory. To the west is the Frontier Community Credit Union, Woods Gas Station, and Dillons grocery store. To the north is a 26.6 acre single family residential lot, with additional single family homes further to the north. To the south across Eisenhower is a strip commercial center, in the City of Lansing.*

**b) *The zoning and use of properties nearby;***

*The properties to the north and immediately across Lakeview Drive to the east are zoned R1-9, Medium Density Single Family Residential. Properties to the west and further east are zoned OBD, Office Business District. Property further to the west is zoned GBD, General Business District. Property to the south is inside the city limits of Lansing and is zoned PUD, Planned Unit Development.*

**c) *The suitability of the subject property for the uses to which it has been restricted;***

*The subject property is currently occupied by one single-family home. As this property is immediately adjacent to the Eisenhower Road corridor which is a major 4 lane thoroughfare and experiences a high*

*volume of traffic, and is adjoined by commercial and office uses along this corridor, single family residential is not the most appropriate use of the property.*

**d) *The extent to which removal of the restrictions will detrimentally affect nearby property;***

*The proposed rezoning should have little detrimental effect upon surrounding properties. The property is primarily surrounded by commercial and office uses, with single-family to the north. The existing home to the north is approximately 565 feet from the property line, and screening/buffering would be required at the time of development of the northern portion of the subject property.*

**e) *The length of time the subject property has remained vacant as zoned;***

*The subject property has always been single-family residential in nature.*

**f) *The relative gain to economic development, public health, safety and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;***

*The proposed rezoning will have a positive effect on the economic development of the City and region with added commercial uses, and will increase the value of the subject property through development as a commercial site.*

**g) *The recommendations of permanent or professional staff;***

*Staff recommends approval of the rezoning request.*

**h) *The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city;***

*The area is identified as appropriate for commercial uses on the Future Land Use map. Therefore, staff finds the proposed use to be in conformance with the overall goals of the adopted Comprehensive Plan.*

**i) *Such other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.***

*No other factors*

The Planning Commission recommended approval of the rezoning application, and the City Commission placed the ordinance on first consideration. At this time, the City Commission has the following options:

1. Adopt the Planning Commission's recommendation, and move to approve Ordinance No. 8162, as presented. If the Commission should wish to do so, the motion should be to approve Ordinance No. 8162 and adopt the Conditions of Determination therein, for the rezoning of 5136 Lakeview Drive. Ordinance No. 8162 is presented for second consideration, and requires a roll call vote.
2. Override the Planning Commission's recommendation, which would require a 2/3 vote (4 votes), and take no action or refuse to adopt Ordinance No. 8162; or
3. Return the recommendation to the Planning Commission (simple majority vote) with a statement specifying the reasons for the Commission's failure to approve or disapprove of the recommendation.

Commissioner Preisinger moved to approve Ordinance No. 8162 rezoning of 5136 Lakeview Drive. Ordinance No. 8162 is presented for second consideration as presented. Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Close Special Meeting:**

Commissioner Preisinger moved to close the special meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved.

Time meeting adjourned and moved into the City Commission Study Session 7:04 p.m.

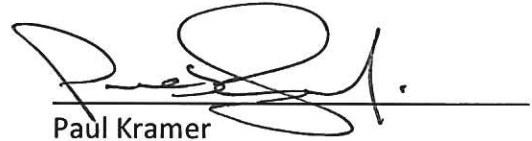
Minutes taken by City Clerk Carla K. Williamson, CMC

POLICY REPORT  
SECOND CONSIDERATION ORDINANCE 8163  
REZONING 711 MARSHALL STREET

JUNE 8, 2021



Carla K. Williamson, CMC  
City Clerk



Paul Kramer  
City Manager

**BACKGROUND:**

At the May 25, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 711 MARSHALL STREET FROM HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (R1-6) TO GENERAL BUSINESS DISTRICT (GBD).**

There have been no changes to the ordinance since first introduced. Ordinance No. 8166 is now presented for second consideration and requires a roll call vote.

**ATTACHMENTS:**

- Ordinance No. 8163

*(Summary Published in the Leavenworth Times on June 11, 2021)*

**ORDINANCE NO. 8163**

**AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 711 MARSHALL STREET FROM HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (R1-6) TO GENERAL BUSINESS DISTRICT (GBD).**

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

**WHEREAS**, the City Planning Commission, after fully complying with the requirements of the Code of Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 3<sup>rd</sup> day of May 2021 in the Commission Room, 1<sup>st</sup> Floor of City Hall, 100 N. 5<sup>th</sup> Street, Leavenworth, Kansas. The official date and time set as was published in the Leavenworth Times newspaper on the 10<sup>th</sup> day of April 2021 and notice of the public hearing was mailed to all property owners within 200 feet of the said property; and

**WHEREAS**, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request Rezoning of 711 Marshall Street, Leavenworth Kansas from high density single family residential district (R1-6) General Business District (GBD); and

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

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

**Section 1:** That the following described properties, to-wit, is hereby rezoned from high density single family residential district (R1-6) General Business District (GBD).

TRACT 1: Lots 1, 2, 3, 4, 5 and 6, Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. Also a strip of land 14 x 198 feet West of Lots 1, 2 and 3, Block 9 and East of Lots 4, 5 and 6 Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. Said strip being a vacated alley in Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. Also a part of Block Evergreen in James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas, described as follows: Beginning at the Southwest corner of Lot 4, Block 9, James Davis Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas; thence South on the West line of Block Evergreen, 66 feet; thence East and parallel with the

South line of Lot 4, 140 feet; thence North 66 feet to the Southeast corner of Lot 4; thence West along the South line of Lot, 140 feet to the place of beginning. Also the North 66 feet of Lot 10, Carroll's Subdivision, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. Also Lots 1, 2, 3, 4, 5, 6 and 7, Block 12, Day's Subdivision City of Leavenworth, Leavenworth County, Kansas. Also a triangular tract of land in Lot 10, Carroll's Subdivision of the City of Leavenworth, described as follows: Beginning at a point 66 feet South of the Northeast corner of said Lot 10 and on the East line thereof; thence West parallel to North line of said Lot 10, 40 feet; thence in a Southeasterly direction 85.88 feet, more or less, to the Southeast corner of said Lot 10; thence North along the East line of Lot 10, 76 feet to the point of beginning. CAMA/PIN No. 077-35-0-40-14-001.00-0 TRACT 2: The west 78 feet of Lot 7, all of Lots 8 and 9, and the West 78 feet of the South 71 feet of Lot 10, Carroll's Subdivision, City of Leavenworth, Leavenworth County, Kansas. CAMA/PIN No. 077-35-0-40-14-002.00-0;

And **more commonly referred to as 711 Marshall Street**, Leavenworth, Kansas.

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

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

**PASSED and APPROVED** by the Governing Body on the 8th day of June 2021.

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Nancy D. Bauder, Mayor

{Seal}

ATTEST:

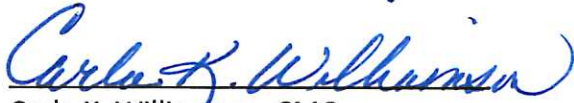
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Carla K. Williamson, CMC, City Clerk

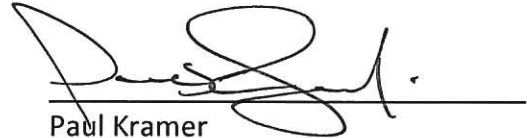


**POLICY REPORT  
SECOND CONSIDERATION ORDINANCE 8164  
TEXT AMENDMENTS TO APPENDIX A OF THE CODE OF ORDINANCES; DEVELOPMENT  
REGULATIONS OF THE CITY OF LEAVENWORTH**

**JUNE 8, 2021**



Carla K. Williamson, CMC  
City Clerk



Paul Kramer  
City Manager

**BACKGROUND:**

At the May 25, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration:

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

There have been no changes to the ordinance since first introduced. Ordinance No. 8164 is now presented for second consideration and requires a roll call vote.

**ATTACHMENTS:**

- Ordinance No. 8164

(Summary Publish in the Leavenworth Times on June 11, 2021)

**ORDINANCE NO. 8164**

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

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

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

**Section 1.** That the following amendments to sections 2.02, 4.03, 4.04, 5.03, 8.04, 8.08, 8.09, 8.10, 8.12, 8.15, 11.03, and Appendix A of the Development Regulations; Appendix A of the City Code of Ordinances, City of Leavenworth, Kansas be and are hereby repealed and amended to read as follows:

**Sec. 2.02. Platting.**

- A. *Applicability.* Plat applications are required to establish or alter the legal boundaries of property, and may be the owners or agents of any property affected.
- B. *Platting procedures.* Applications for platting shall be proposed on forms established by the director of the planning department and filed with the city clerk. Applications shall be processed according to the following specific procedures:
  - 1. *Types of plats.* Plat applications are classified and processed as one of the following types:
    - a. Administrative plats, which are routine applications for lot splits or combinations that do not alter development patterns or impact public services; or
    - b. Minor subdivisions, which are platting of five or fewer new lots, including any remainder parcel, that do not alter development patterns or impact public services; or
    - c. Major subdivisions, which larger subdivisions are with new ownership and development patterns that impact public services.
  - 2. *Pre-application conference.* Prior to the filing of any plat, the applicant shall (preferably with two copies of a rough sketch plan of the proposed subdivision) contact the city staff to determine:
    - a. Classification of the plat.
    - b. Procedure for filing plats.
    - c. Availability of city sewers and water, and other major utilities, including a letter or similar proof of availability from any utility.
    - d. Comprehensive land use plan requirements for major streets, land use, parks, schools and public open spaces.
    - e. Zoning requirements for the property in question and adjacent property.

- f. Special setback requirements for arterial, collector and local streets.
3. *Administrative plat.* Administrative plats shall be processed according to the following criteria and procedures.
- a. *Criteria.* An application may be classified as an administrative plat if the director determines that all of the following are met. Any application not classified as an administrative plat shall be processed as a minor or major subdivision.
    - (1) No new street or alley right-of-way, or other public dedication is needed.
    - (2) No significant increase in service requirements (utilities, schools, traffic control, streets, etc.), or the ability to maintain existing service levels will result.
    - (3) For lot split, involves a single split of one lot resulting in two separate lots, or for a lot combination involves the combining of two separate lots into one lot.
    - (4) All lots meet the legal standards of the subdivision regulations and applicable zoning districts.
    - (5) The lot patterns are consistent with the surrounding area. In determining consistency, the size and dimension of lots previously developed, the layout and design of existing subdivisions and rights-of-way, and the degree of deviation from previous development shall be considered.
    - (6) No other significant issues exist with potential development enabled by the plat that could impact planning policies, development regulations or adjacent property owners.
    - (7) All property involved must have been previously platted.
  - b. *Filing requirement.* An administrative plat shall include all applicable information required for final plats.
  - c. *Review and approval.* Upon review by the director, development review committee, or any affected departments or agencies, and within 60 days of filing, the director shall approve any administrative plats that meet all requirements of these regulations, or deny the application and recommend any further processing as a major subdivision.
  - d. *Effect of decision.* Approval of an administrative plat requires the applicant to record the plat with the city register of deeds. Denial or recommendation of major subdivision shall be processed according to major subdivision review requirements.
  - e. The Administrative Plat shall be recorded with the Register of Deeds within 18 months of approval by the Director. Plats which are not recorded within said time period shall be deemed null and void.
4. *Minor subdivision.* Minor subdivisions shall be processed according to the following criteria and procedures.
- a. *Criteria.* An application may be classified as minor subdivision if the director determines that all of the following are met. Any application not classified as a minor subdivision shall be processed as a major subdivision.
    - (1) No new street or alley right-of-way, or other public dedication is needed.

- (2) No significant increase in service requirements (utilities, schools, traffic control, streets, etc.), or the ability to maintain existing service levels will result.
  - (3) The application results in five or fewer new lots, including any remainder parcel.
  - (4) All lots meet the legal standards of the subdivision regulations and applicable zoning districts.
  - (5) The lot patterns are consistent with the surrounding area. In determining consistency, the size and dimension of lots previously developed, the layout and design of existing subdivisions and rights-of-way, and the degree of deviation from previous development shall be considered.
  - (6) No other significant issues exist with potential development enabled by the plat that could impact planning policies, development regulations or adjacent property owners.
- b. *Filing requirement.* A minor subdivision shall include all applicable information required for final plats.
  - c. *Review and approval.* Within 60 days after submission of a plat, the planning commission shall approve, disapprove, conditionally approve, or with approval of the applicant, table the plat. If the planning commission approves the plat, the plat shall have house numbers assigned and shall be recorded with the office of the Leavenworth County Register of Deeds.
  - d. The plat shall be recorded with the Register of Deeds within 18 months of approval by the Planning Commission. Plats which are not recorded within said time period shall be deemed null and void.
5. *Major subdivision.*
- a. *Preliminary plat.* A preliminary plat shall be processed according to the following criteria and procedures.
    - (1) *Development review committee.* At least seven days prior to the planning commission review, the development review committee shall review the preliminary plat and submit their recommendation to the planning commission.
    - (2) *Planning commission review.* Within 60 days after the submission of a preliminary plat, the planning commission shall approve, disapprove or, with the approval of the applicant, table the plat. Action by the planning commission shall be conveyed to the applicant in writing within ten days after the official planning commission meeting at which the plat was considered. In case the plat is disapproved, the applicant shall be notified of the reason for such action and what requirements shall be necessary to meet the approval of the planning commission.
    - (3) *Effect of decision.* The approval of the preliminary plat does not constitute an acceptance of the subdivision, but is deemed an authorization to proceed with the preparation of the final plat. If the planning commission rejects or withholds approval of a preliminary plat, the applicant may request that said plat be submitted to the city commission and the planning commission shall forward the proposed plat, together with their report, stating the reason or reasons for the action taken. The city commission may make such finding and determinations as are deemed proper.

- (4) *Effective date.* The approval of the preliminary plat shall be effective for one year.
- b. *Final plat.* After approval of the preliminary plat, the applicant may submit a final plat for all or portions of the preliminary plat area.
  - (1) *Planning commission.* Within 60 days after submission of a final plat, the planning commission shall approve, disapprove, conditionally approve, or with approval of the applicant, table the final plat. If the planning commission approves or conditionally approves the final plat, it shall be forwarded to the city commission with a recommendation that they accept dedication of easements and rights-of-way.
  - (2) *Dedication of land for public purposes.* The city commission shall approve or disapprove the dedication of land for public purposes within 30 days after the first meeting of the city commission following the date of the submission of the planning commission action to the clerk. The city commission may defer action for an additional 30 days to allow modifications to comply with requirements established by the city commission. If the city commission defers or disapproves such dedication, it shall advise the planning commission of the reasons therefor.
  - (3) *Recording.* If the city commission accepts the proposed easements and rights-of-way, the final plat shall have house numbers assigned and shall be recorded with the office of the county register of deeds.
  - (4) *Effective Date.* Final plats shall be recorded with the Register of Deeds within 18 months following City Commission approval of land dedicated to public purposes. Final plats which are not recorded within said time period shall be deemed null and void
- c. *Disposition of final plats.* After the plat has been recorded, the secretary of the planning commission is responsible for distribution of the final plat as follows:
  - (1) Original Mylar and one print to register of deeds, reproducible Mylar and one print to director of public works.

C. *Improvement procedures.*

1. *General.* After the approval, but prior to the recording of the final plat, the applicant may do the grading and any drainage work that is required, all according to plans approved by the director of public works. Prior to the issuance of building permits, all street paving, sanitary sewer, storm drainage, and utility lines must be installed in accordance with the most recent version of the engineering and public works department's infrastructure design and construction manual and plans approved by the appropriate utility company.
2. *Plans and specifications.* Upon the approval of the final plat, the applicant shall have a licensed professional engineer prepare engineering drawings for proposed required improvements which will be constructed by the developer containing information and details required by the Infrastructure Design and Construction Manual or public works department standards. The director of public works shall review all engineering drawings in order to determine whether such drawings are consistent with the approved final plat and comply with their design standards.
3. *Construction of improvements.* No improvements shall be constructed nor shall any work preliminary thereto be done until such time as a final plat and the engineering drawings accompanying it have been approved and there has been compliance with all of the

requirements relating to an agreement, bond or deposit specified in these regulations. The developer may install six inches by five feet sidewalks in conjunction with the street paving and forgo the required sidewalk bond.

4. *Inspections.* All improvements constructed or erected shall be subject to inspection by the city or its designated representative responsible for setting and enforcing the applicable design and construction standards of the required improvement. The cost attributable to all inspections required by this regulation shall be charged to and paid by the applicant. Before any required inspections take place, the applicant may be required to post a deposit with the city clerk to cover the cost of such inspections. On-site inspections may be conducted at any times and work may be terminated if it does not comply with standards of final drawings.
5. *Final inspection.* Upon completion of all improvements within the area covered by the final plat, the applicant shall notify the director of public works who shall conduct a final inspection of all improvements installed. If the final inspection indicates that there are any defects or deficiencies in any the improvements as installed, or if there are any deviations in the improvements as installed from the final engineering plans and specifications, he shall notify the applicant in writing of such defects, deficiencies, or deviations, and the applicant shall, at his sole cost and expense, correct the defects or deviations. When the defects, deficiencies, or deviations have been corrected, the applicant shall notify the official that the improvements are ready for final re-inspection.
6. *Acceptance.* Upon receipt by the city commission of the certificate of the director of public works that all improvements have been installed in conformance with the approved engineering drawings, and with the requirements of these regulations, and all other applicable statutes, ordinances and regulations, the city commission and/or such appropriate utility shall thereupon, by letter or motion, formally accept such improvements. The improvements shall become the property of the city commission or appropriate utility company involved.

**Sec. 4.03. Property development standards.**

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

TABLE 4-01. ZONING DISTRICT DIMENSION STANDARDS

	Lot Standards			Minimum Setbacks				Building Height
	Min. Size	Min. Width	Max. Coverage	Front	Interior Side	Corner Side	Rear	
R1-25	25,000 s.f.[1]	160'	50%	25'	10'	25'	25'	35'
R1-9	9,000 s.f.	75'	50%	25'	6'	25'	25'	35'
R1-7.5	7,500 s.f.	75'	50%	25'	6'	15'	10'	35'

R1-6	6,000 s.f.	48'	50%	25'	6'	25'	25'	35'
R-MF	6,000 s.f.[2]	48' (1 to 2 units) 72' (3 units) 96' (4+ units)	50%	25'	6' (1-story) 10' (2-story) 15' (3-story)	25'	25'	40'
R4-16	6,000 s.f.[3]	48' (1 to 2 units) 96' (3 to 4+ units)	50%	25'	6' (1-story) 10' (2-story) 15' (3-story)	25'	25'	40'
RMX	See table 4-2							
MP	10 acres	300'	50%	25'	6'	25'	25'	35'
NBD	6,000 s.f.	48'	50%	25'	6' (1-story) 10' (2-story) 15' (3-story)	25'	25'	45'
OBD	6,000 s.f.	48'	80% [8]	25'	6' (1-story) 10' (2-story) 15' (3-story)	25'	25'	45'
CBD	2,000 s.f.	48'	100%	0'[4]	0'[4]	0'[4]	0'[4]	none
GBD	6,000 s.f.	48'	80% [8]	25'	0'[5]	25'	25'	45'
ROD	See section 4.05							
I-1	15,000 s.f.	160'	80% [8]	30'	10'[6]	20'[6]	25'	50' or 4 stories
I-2	15,000 s.f.	160'	80% [8]	30'	10'[7]	20'[7]	25'	none

- [1] Only with public water and sewer. See KDHE 4-2 and the county sanitary code: minimum lot size is two acres without public water or sewer.
- [2] Lots in the R-MF District shall have 3,000 square feet per dwelling unit.
- [3] Lots in the R-4-16 District shall have 4,000 square feet per dwelling unit.
- [4] There are no yard requirements in the CBD except that a 25-foot setback shall be provided on any side of a lot which abuts a residential district.
- [5] There are no interior side yard requirements in the GBD except that a 25-foot setback shall be provided on any side of a lot which abuts a residential district.
- [6] In the I-1 District a 25-foot setback shall be provided abutting any dedicated street or residential district.
- [7] In the I-2 District a 100-foot setback shall be provided abutting residential district, unless the use was located and platted prior to adoption of these regulations in which case a 25-foot setback shall be provided. Setbacks abutting any dedicated street shall be 25 feet.
- [8] Maximum lot coverage requirements shall be subject to stormwater quality and quantity requirements as determined by Public Works Department for individual projects.

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

TABLE 4-02. DIMENSIONS FOR THE RESIDENTIAL MIXED-USE DISTRICT

Dwelling/Building Type	Lot Standards			Minimum Setbacks				Building Height
	Min. Size	Min. Lot Width	Max. Lot Cov.	Front	Interior Side	Corner Side	Rear	
SF detached and duplex	2,400 sf	40'	80%	10'	0'[1]	10'[1]	10'[2]	35'
Townhouse/ multifamily, mixed-use	[3]	48'	80%	10'	0'[1]	10'[1]	10'[2]	38'
Commercial, mixed-use	[3]	n/a	80%	0'	0'[1]	10'[1]	5'[2]	38'

- [1] An RMX use abutting a residential district shall match the side yard setback standards of that district.
- [2] When abutting a public street, alley, or public right-of-way. The rear setback for RMX abutting a residential district shall be 20 feet, regardless of the location of any street, alley, or ROW.
- [3] Must meet setback requirements.

C. *Yard regulations.*



1. *Front yards.* In areas where parcels were created previous to the adoption of subdivision regulations in July 1966, where structures have been built observing a setback other than the setback required by the applicable zoning district, new structures shall observe the following setback:
  - a. Front setbacks may be the average setback of all lots within 150 feet of either side of the lot, but along the same block.
  - b. If only two buildings exist within 100 feet of either side of the lot, the front setback may be the average of those buildings.
2. *Structural projections.* Every part of a required yard shall be open to the sky unobstructed, except:
  - a. The ordinary projection of skylights, sills, belt courses, cornices, and ornamental features projecting not to exceed 12 inches.
  - b. Open or lattice-enclosed fire escapes, fireproof outside stairways, and balconies opening upon fire towers projecting into a rear yard not more than five feet.
  - c. The ordinary projection of chimneys and flues.
  - d. The projection of roof overhangs up to four feet into any front or rear yard and two feet into any side yard. In no case may an overhang project into an easement.
  - e. An open unenclosed deck or paved terrace may project into a required rear yard for a distance not exceeding ten feet, but no closer to the property than 15 feet in any case. A deck or paved terrace under this exception may not be more than 36 inches above grade surrounding the structure and shall be opened to the sky with no roof or wall structure (except reasonable railing).
  - f. An open and unenclosed porch or stoop may project into a required front setback a distance not exceeding ten feet, but no closer to the property line than 15 feet in any case. A porch or stoop under this exception shall be no higher than the first-floor elevation of the front entry feature, may include a single-story roof structure integrated with the materials and style of the building, but shall only include support posts or pillars and railings or low walls up to three feet, but no windows, screens or other enclosures in the front-setback encroachment.
3. *Yard requirements for open land.* If a lot is, or will be, occupied by a permitted use without structures, then the minimum setback and minimum side and rear yards that would otherwise be required for the lots shall be provided and maintained unless some other provision of these regulations requires or permits a different minimum front or side or rear yard setback. The front, side, and rear yards shall not be required on lots used for garden purposes without structures, or lots used for open public recreation areas. If the permitted use is the display of new or used automobiles or other vehicles for sale that display may be allowed in the front yard setback, except the first five feet thereof.

D. *Height regulations.*

1. In all districts, one additional foot of height above the specified height limitations shall be permitted for commercial or industrial buildings for each one foot of additional setback on all sides provided over the minimum requirements, if no such building exceeds 100 feet in height.

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

E. *Accessory structures.*

1. No accessory buildings shall be erected in any required front or side yard, or at any other place forward of the main building line.
2. No accessory use except for permitted signs, fences, and permitted off-street parking shall be permitted in any required front or side yard.
3. All accessory buildings in the rear yard shall maintain a three-foot setback from the side and rear property lines as measured from the nearest part of the structure, including any overhangs
4. If the accessory structure has a vehicular alley entrance the sum of the right-of-way width and the setback of the structure shall not be less than 20 feet.
5. Accessory structures located elsewhere on the lot shall maintain setbacks applicable to the principal structure.
6. All accessory buildings in residential districts shall be five feet from any primary building on the site. In all other zoning districts accessory structures and uses shall not occupy required setbacks and are not subject to size restrictions except that all other requirements of the development regulations must be met.
7. All accessory structures shall be constructed from material customary to detached structures.
8. In no case shall an accessory structure be constructed from materials or equipment originally designed for another use, such as, but not limited to, packing crates or a part of a motor vehicle truck or trailer regardless if wheels, axles, etc., have been removed and the structures are placed on more permanent foundations.
9. No shipping containers may be used as accessory buildings.
10. Accessory structures which are equal to or more than 15 percent of the footprint of the main structure shall be architecturally compatible or complementary to the architectural style of the principal building, with similar materials, color, arrangement of massing, roof forms and other details and ornamentation.

**Sec. 4.04. Use standards.**

- A. *Permitted and special uses.* Permitted and special uses for each zoning district are identified in appendix [attachment] A use table.
- B. *Accessory uses.*
  1. *Principal use required.* Accessory uses are permitted in any zoning district in connection with any principal use which is permitted.
  2. *Accessory uses.* Accessory uses are a structure or use which:

- a. Is subordinate to and serves a principal building and principal use;
  - b. Is subordinate in area, extent, or purpose of the principal use or building served;
  - c. Contributes to the comfort, convenience or necessity of occupants, business or industry in the principal building or principal use served;
  - d. Is located on the same lot as the principal building or principal use served; and
  - e. The total square footage of all detached structures, including second stories of any such structures, functioning as accessory use in residential districts shall be less than the square footage of the primary use on the parcel. In determining square footage of the primary use (residential), attached garages and unfinished space shall not be counted. No more than two detached accessory structures shall be allowed per building lot or parcel whichever is larger in area.
3. *Permitted accessory uses.* Any structure or use that complies with the terms of these development regulations may be allowed as an accessory use or structure (accessory structures and uses include, but are not limited to, the following list of examples), provided that in each case such structure must fit the general definition:
- a. *Private garages or carports.* Not to exceed the following capacity:
    - (1) *For single-family residences.* A garage not to exceed 900 square feet on parcels less than one acre, and 1,200 square feet on parcels one acre or larger. Detached garages require construction of driveways to provide access in conformance with the parking provisions of the Code.
    - (2) *For multifamily residence.* Two cars per dwelling unit. Not to exceed 600 square feet per unit.
    - (3) *[Garage requests; approval.]* Requests for garages in excess of 900 square feet on parcels less than one acre and in excess of 1,200 square feet on parcels one acre or larger, may be approved by the board of zoning appeals.
  - b. *Storage buildings.* A structure for storage incidental to a permitted use provided no such structure that is accessory to a residential building shall exceed 250 square feet in gross floor area.
  - c. *Play structures.* A child's playhouse, including tree houses.
  - d. *Pools and courts.* A private swimming pool, bathhouse, or tennis court.
  - e. *Miscellaneous yard decor.* Statuary, arbors, trellises, barbecue stoves, flagpoles, fences, walls, hedges, and solar collectors.
  - f. *Shelters.* Fallout and tornado shelters, provided that they shall not be used for any principal or accessory use not permitted in the zoning district.
  - g. *Signs.* Signs, when permitted by article 8, sign regulations.
  - h. *Parking.* Off-street parking and loading spaces as required by these regulations.
  - i. *Recreational vehicles, campers, trailers, and boats.* Storage of major recreational equipment, such as boats, boat trailers, camping trailers, converted buses or trucks, house trailers, provided such storage area is in accordance with all other requirements of these development regulations.

- j. *Commercial accessories.* Restaurants, drug stores, gift shops, swimming pools, tennis courts, clubs and lounges and newsstands when located in a permitted hotel, motel or office building.
  - k. *Supplemental employee services.* Employee restaurants and cafeterias when located in a permitted business or manufacturing or industrial building.
  - l. *Office space.* Offices for permitted business and industrial uses when the office is located on the same site as the business or industry to which it is an accessory.
  - m. *Retail sales.* Retail sales in conjunction with permitted industrial uses when located on the same site as the industrial use.
  - n. *Indoor retail storage.* The storage of retail merchandise when located within the same building as the principal retail business.
  - o. *Auto sales.* The retail sale of automobile parts and used automobiles on a tract of land not to exceed one acre in area when located on the same site as and in conjunction with an automobile race track.
  - p. *Amateur Radio Towers:* Amateur radio towers and antennae shall not exceed the height of 50 feet in residential districts. A tower and antennae must maintain a setback of one foot per one foot of height from all property lines and must be located in a side or rear yard of the principal structure and the owner of the tower and property maintains and shows proof of a current federal license as an amateur radio operator. The construction of the tower must follow the manufacturer's installation specifications.
  - q. *Agriculture Buildings:* In residential districts an agricultural accessory building not to exceed two percent of the total square footage of the lot on which is it located on parcels two acres or larger, up to a maximum of 3,400 square feet.
  - r. *Apiaries:* In residential districts, bee hives or boxes may not be kept within 50 feet of any dwelling (except the dwelling of the owner of such bees), or within 15 feet of any lot line, sidewalk, alley, or other right-of-way. Notwithstanding, bees may be kept within 15 feet of a lot line, sidewalk, alley, or other right-of-way when a barrier at least 6 feet high is placed between the bee hives or boxes and the lot line, alley, or right-of-way which adequately impairs bee flight. No more than 3 hives shall be placed or kept in a location which is less than 200 feet from a house or other building used for residential purposes other than the residence of the keeper of such bees.
4. *Prohibited accessory uses.* None of the following shall be permitted as an accessory use:
- a. Outdoor storage or overnight parking in a residential district of commercial trucks or trailers as defined herein, or other on, or off-road items exceeding 10,000 GVW (gross vehicle weight).
  - b. Outdoor storage, of dismantled, inoperative and/or unlicensed motor vehicles; parking and/or storage of construction machinery and equipment, tracked or wheeled; farm machinery and/or equipment except as specifically permitted in district regulations in conjunction with a permitted use.

5. *Accessory uses permitted by special use permit.* The following accessory uses shall only be permitted upon approval of a special use application by the city commission:
- a. Commercial communication towers and antennas. Including television and radio towers, transmitting and receiving towers, dishes, and appurtenances, subject to the provision included in article 10, supplemental standards.
  - b. Renewable energy facilities, including wind or solar energy facilities, subject to the provisions included in article 10, supplemental standards.
  - c. Childcare centers for seven or more children:
    - (1) Shall not be located along an arterial street as designated on the major street plan map unless indirect vehicular access to that street, such as with a frontage road is available. The city planner, with the advice of the DRC, shall determine if the drop off and pick up arrangements of a childcare center or business appear safe. Appeal of any negative decision shall be to the city commission.
    - (2) Shall provide at least 100 square feet of open space per child. This open space shall be 100 percent enclosed by a minimum four-foot-high fence or wall.
    - (3) Shall provide a loading zone capable of accommodating at least two automobiles for the easy picking up and discharging of passengers.
    - (4) Shall conform to all requirements of the State of Kansas and shall acquire a State of Kansas childcare center license.
    - (5) All childcare centers operated in residential zoning districts shall be the only legal residence of the operator.
    - (6) Childcare centers in residential districts may have one non-illuminated monument sign with no more than three square feet per side and a maximum of two sides, or one non-illuminated sign affixed to the structure of three square feet.
  - d. Accessory dwelling units. Accessory dwelling units (ADUs) may be approved by special use permit in any residential zoning district subject to the following conditions:
    - (1) Shall be compatible with the design of the principal dwelling unit.
    - (2) Shall respect the general building scale and placement of structures to allow sharing of common space on the lot, such as driveways and yards.
    - (3) Shall not have a separate driveway entrance from the street(s) to which the property is adjacent.
    - (4) Shall be 900 square feet or smaller in size, not to exceed 33 percent of the floor area of the principal dwelling unit.
    - (5) Either the principal dwelling unit or the accessory dwelling unit must be occupied by the owner of the premises.
    - (6) Shall meet all building code requirements for a single-family dwelling unit.
    - (7) Lots containing accessory dwelling units shall contain a minimum of two off-street parking spaces, exclusive of garage space.

- e. Massage therapy establishments as a home occupation may be allowed with issuance of a special use permit. Such establishments are subject to all requirements of home occupations as provided in these regulations, as well as all requirements for massage establishments as provided in the City of Leavenworth Code of Ordinances, chapter 12, article VII.
6. *Home occupations.* A home occupation may be established provided:
- a. That no one, other than members of the immediate family residing on the premises, be employed;
  - b. That no use will occupy more than 25 percent of the gross floor area on one floor nor more than 400 square feet of gross floor area;
  - c. That a carport, garage, or any accessory structure may only be used for home occupations with issuance of a Special Use Permit;
  - d. That there shall be no use of material or mechanical equipment not recognized as being part of normal household or hobby use;
  - e. Home occupations are allowed to display a single non-illuminated sign affixed to the main structure no larger than one-half square foot on a vertical wall below the roof soffit;
  - f. That no offensive noise, vibration, smoke, dust, odors, heat, or glare shall be produced;
  - g. That the home occupation shall be conducted entirely within the principal residential building except with issuance of a Special Use Permit;
  - h. That no machinery or equipment shall be installed which interferes with radio or television reception, and which is not customarily incidental to the practice of such occupation or profession, but in no case shall any machine exceed one rated horsepower;
  - i. That only one type of profession or occupation shall be permitted within the occupied dwelling or building;
  - j. That two off-street parking spaces are provided;
  - k. That there is no keeping of stock in trade for on-site retail or wholesale trade or sales;
  - l. Permitted home occupations shall not in any event be deemed to include:
    - (1) Automobile and vehicular repair on any other than the property owner's personally-owned and currently registered vehicle(s).
    - (2) Antique sales.
    - (3) Equipment rental business.
    - (4) Stables, kennels, veterinarian services, pet shops, and animal hospitals.
    - (5) Eating or drinking places.
    - (6) Mortuaries and embalming establishments.
    - (7) Private clubs, including fraternity and sorority houses.
    - (8) Retail sales (over the counter).
    - (9) Repair of home appliance and electronic equipment.

C. *Temporary uses permitted.*

1. *Sidewalk sales.* The retail sale of merchandise not within an enclosed structure shall be permitted for a period not to exceed three days and need not comply with the yard and setback requirements. Yard sales are permitted in the residential district after obtaining necessary permits from city clerk. Sidewalk sales are permitted in the commercial and industrial districts after obtaining necessary permits from the city clerk. No merchandise will be displayed in the vision clearance triangle and street right-of-way except in the central business district.
2. *Christmas tree sales.* Christmas tree sales shall be permitted in any commercial or industrial district for a period not to exceed 60 days. Display of these need not comply with the yard and set-back requirements of these regulations, provided that no trees shall be displayed within the vision clearance triangle or in the street right-of-way except in the central business district.
3. *Contractor's office.* Contractor's office and equipment sheds shall be permitted accessories to a construction project only during the duration of such project.
4. *Real estate offices.* Real estate offices (containing no sleeping or cooking accommodations unless located in a model dwelling unit) shall be permitted incidental to a new housing development to continue only until the sale or lease of all dwelling units in the development.
5. *Carnivals and circuses.* A carnival or circus shall be permitted, but only in an OBD, NBD, CBD, GBD, I-1, or I-2 District, and then only for a period that does not exceed three weeks. Such use need not comply with the front yard requirements, provided that structures or equipment which might block the view of operators of motor vehicles on the public streets shall conform to the requirements of the vision clearance triangle as defined by these regulations.
6. *Recreational vehicle storage.*
  - a. *Storage.*
    - (1) Between April 1 and October 31, the storage and parking of major recreational equipment such as boats, boat trailers, pick-up campers or coaches, camping buses or converted trucks and tent trailers shall be allowed in the front and side yard. A maximum of two such recreational vehicles may be stored in the front or side yard of a property at any time. Any recreational vehicles stored in the front or side yard shall be located a minimum of ten feet from the curb or edge of any street, and a minimum of two feet from any interior side lot line and shall not block any sidewalk. Recreational vehicles may be stored or parked in the rear yard. All recreational vehicles must be stored or parked on a paved or aggregate block surface.
    - (2) Between November 1 and March 31, the storage and parking of major recreational vehicles shall be prohibited in the front and side yard for a period in excess of 72 hours per month but may be stored or parked in a rear yard on a paved or aggregate block surface.
  - b. *RV occupation.* No recreational equipment shall be utilized for living, sleeping, or housekeeping purposes when parked on a residential lot or in any location, not approved for such use, for a period in excess of 14 days per calendar year.

**Sec. 5.03. General.**

- A. Use. Required parking used only for parking operable motor vehicles using the site or use. Any other use of parking areas for outside storage, display or commercial activity shall be permitted by different provisions of these regulations
- B. Surfaces and Markings. All off-street parking areas and driveways shall be surfaced and provided with a minimum of:
  - 1. Residential Parking: (All dwelling units) Four inches of Portland Cement concrete, reinforced, or four inches of stone and two inches of asphaltic concrete.
    - a. A gravel parking pad in the rear yard may be installed with a border to contain the gravel. Such gravel parking pad must be accessed directly off the alley.
    - b. For lots over 2 acres in size on which the primary structure will be set back a minimum of 100 feet from the front property line, a gravel driveway may be installed past the required 25' front setback, provided that all other applicable building and fire codes are met.
  - 2. Commercial and Industrial Loading and Parking: Six inches of Portland Cement concrete, reinforced, or six inches of stone and two inches of asphaltic concrete.
  - 3. Parking Lot Marking: Parking spaces in lots of more than six spaces shall be marked by painted lines or curbs or other means to indicate individual spaces. Signs or markers shall be used as necessary to ensure efficient traffic operation of the lot.
  - 4. Bumper Guards: Wheel or bumper guards when used shall be located so that no part of any vehicle shall extend beyond the boundary lines of the parking area, intrude on pedestrian ways, or come in contact with walls, fences, or plantings.
- C. Drainage:
  - 1. Off-street parking facilities shall be drained to eliminate ponding water and prevent damage to abutting property and/or public streets and alleys.
  - 2. No surface water from such parking area shall be permitted to drain onto adjoining private property without adequate drainage precaution being taken by the developer.
  - 3. All new and redeveloped parking areas shall be required to present a drainage study prepared by an engineer licensed in the State of Kansas.

**Sec. 8.04. Permits.**

A. *Permits required.*

- 1. Except as otherwise provided in this chapter[appendix], it shall be unlawful for any person to erect, construct, enlarge, move, modify, alter, or convert any sign in the city, or cause the same to be done, without first obtaining a sign permit for such sign as required by this



chapter. Issuance of a permit is contingent upon the sign being in compliance with all applicable laws and regulations of the city.

2. Every sign permit issued by the director shall become null and void if installation is not commenced within 120 days from the date of approval of such permit. If work authorized by such permit is suspended or abandoned for 120 days from the date of permit approval, a new permit shall be required for such work, even if no changes have been made to the original sign plan.
  3. Required information. Application shall be made upon forms furnished by the planning and community development department and shall be accompanied by such information as may be required to ensure compliance with all appropriate laws and regulations of the city.
- B. *Fee increase for failure to obtain permit.* If the director discovers or is informed of a sign constructed or being constructed that requires a permit that has been constructed, installed, or erected without a permit according to this sign code, s/he shall collect three times the permit fee specified for the type of sign in question.
- C. *Signs excluded from permit.* The following signs are not required to have a permit; however, these signs shall otherwise comply with this section and all other applicable provisions of the sign code.
1. Directional signs.
  2. Holiday decorations.
  3. Home security and neighborhood watch signs.
  4. Identification signs.
  5. Official signs.
  6. Name plate signs. Where multiple tenants share the same rear door, the sign may display the name and address of each tenant. These signs shall not exceed four square feet.
  7. Window signs, as further described in section 8.10 F[E]. of this chapter.
  8. Contractor signs: One free-standing, non-illuminated contractor's sign, not to exceed eight square feet of sign surface, shall be permitted for each contractor if the property is zoned residential, or not to exceed 32 square feet if the property is zoned other than residential. The sign shall not be installed before commencing work on the project or the issuance of a building permit for the project and the sign shall be removed upon completion of the project.
  9. Public interest signs that do not exceed the size limitations.
  10. Address signs.
  11. Commercial real estate signs not exceeding 32 square feet in area per sign face with two faces permitted. Signs shall not exceed eight feet in height. Signs are limited to one sign per street frontage, with a maximum of two signs for each project. Signs must be located at least ten feet from the edge of the curb or behind any existing public sidewalks and may not be illuminated or have an electronic changeable face.
  12. Residential real estate signs not exceeding three square feet in area. Signs are limited to one on-premises sign per street frontage, and two off-premises signs permitted only with permission of property owner. Signs must be located at least ten feet from the edge of the

curb or behind any existing public sidewalks and may not be illuminated or have an electronic changeable face.

13. Garage sale signs may only be placed at the site of the sale. All garage sale signs shall be removed immediately upon completion of the sale. Garage sale signs include sample and yard sale signs. Garage sale signs shall not exceed four square feet per sign, with two faces per sign permitted. A garage sale permit shall be obtained as required by [the] city code of ordinances.
14. Signs carried by a person.
15. Costumed people promoting a business or event.
16. Flags, pennants, emblems, memorial tablets, cornerstone etches, monuments and insignia of any governmental body, public or private school, church, synagogue or other place used primarily for worship, community centers, or other public, semi-public, or civic organizations or other similar noncommercial entity, when not displayed in connection with a commercial promotion or as an advertising device, provided that not more than three flags, pennants or insignia shall be displayed on any building, structure or premises, unless specifically herein provided. Any other provisions as applicable regarding display of the American flag as contained in Title 4, U.S. Code.
17. Integral decorative or architectural features of buildings, so long as these features do not contain letters, trademarks, moving parts or lights.
18. Decorative landscape markers, which may include logos or trademarks.
19. Signs attached to a currently licensed, operational and legally parked or legally moving vehicle.
20. Temporary signs containing noncommercial messages at churches, synagogues and other similar places of worship, community centers, public and private schools and buildings or structures owned or leased and used by other public, semi-public, or public service organizations.
21. Special event signs shall be exempt from a permit as follows: Signs of a temporary nature for campaigns, drives, seasonal events of civic or philanthropic organizations not to exceed 32 square feet. These signs must be placed on private property and must be removed within three days after the event.
22. A new sign permit shall not be required unless, (a) the existing sign base, pole, or face is nonconforming to these regulations, or (b) the existing sign base or pole is going to be relocated, changed, or enlarged.
23. Political signs may be placed on private property only after permission has been granted by the owner of the property or his or her authorized agent. In commercial or industrial areas, signs shall not exceed 32 square feet in area per face. In residential areas, signs shall not exceed three square feet per face.
24. Contractor signs as further defined in section 8.07 C.
25. Decorative light pole banners, which may not include any business or advertising information.

**Sec. 8.08. Signs permitted in residential districts (R1-25, R1-9, R1-6, R1-7.5, R4-16, R-MF).**

TABLE 8-01. RESIDENTIAL SIGNAGE STANDARDS

	Maximum Number	Height	Area
Home-based business signs	1	N/A	6 s.f.
Temporary signs	3	N/A	3 s.f.
Real estate signs	1	6'	6 s.f.
For sale signs (undeveloped land over 5 acres)	2	10'	40 s.f.
Open house signs	1	6'	6 s.f.
Neighborhood identification signs	1 per entrance	8'	50 s.f.
Public and semi-public buildings	See table 8-02		

The following types of signs are permitted in all residential districts, in accordance with the requirements set forth or referred to herein.

- A. All signs as regulated and permitted in section 8.07, signs permitted in all districts.
- B. A six (6) square foot home-based business sign.
- C. Temporary signs, not specifically otherwise identified by sign type, conforming to the restrictions set forth herein are allowed as follows;
  - 1. Three temporary signs are permitted on any lot.
  - 2. These temporary signs may be double faced, and have a sign face no larger than three (3) square feet.
- D. In lieu of the temporary signs permitted herein a real estate sign not exceeding six square feet per sign face, with two faces per sign are permitted. The maximum height of the sign shall not exceed six feet. A maximum of one sign per street frontage shall be permitted.
- E. Undeveloped land over five acres in size shall be allowed two "for sale" signs not to exceed 40 square feet in area per sign face, with two sign faces permitted. No sign shall exceed ten feet in height.
- F. In lieu of the temporary signs permitted a sign designating an open house may be erected at the site of an open house. No open house sign shall exceed four square feet per sign face with two faces per sign permitted. One sign face shall be allowed in lieu of each one of the temporary signs permitted by subsection B. [of this section]. The maximum height of the sign shall not exceed six feet. Open house signs shall be removed immediately upon

completion of the open house. Such signs shall comply with the real estate sign restrictions except as specifically restricted herein.

- G. Permanent property identification signs may be permitted at each entrance to a neighborhood, subdivision, or residential development in accordance with subdivision plat approval.
- H. Public and semi-public buildings. Churches, schools, libraries, community centers, hospitals, or other public/semi-public facilities located in a residentially zoned district shall be allowed signage as regulated and permitted in section 8.10, signs permitted in the neighborhood business district (NBD).

**Sec. 8.09. Signs permitted in the MP (mobile home park).**

The following signs shall be permitted in the MP Zoning District as set forth herein.

- A. All signs as regulated and permitted in section 8.07, signs permitted in all districts.
- B. For rental and/or management offices, one identification sign not exceeding 12 square feet in sign surface, attached flat against the wall is allowed.
- C. Other signs as reviewed and approved as part of a rezoning request may be allowed.

**Sec. 8.10. Signs permitted in the neighborhood business districts (NBD) and residential mixed use district (RMX).**

TABLE 8-02. NBD SIGNAGE STANDARDS

	Maximum Number	Maximum Size	Maximum Height
Attached signs	1 per side	96 s.f. or 10% of wall surface[1]	N/A
Free-standing signs	1	32 s.f.	15
Sandwich board (A-frame) Signs	1	6 s.f.	N/A
Window signs	N/A	32 s.f. or 33% of window area	N/A

[1] Projecting signs are allowed as regulated by section 8.10 B.2

The following signs shall be permitted in the neighborhood business district and residential mixed use district:

- A. All signs as regulated and permitted in section 8.07, signs permitted in all districts.
- B. Signs attached to a building shall be allowed as follows:
  - 1. One wall sign shall be allowed for each side of the structure. A structure with multiple businesses may have one sign for each separate business. Each separate business shall

have clearly defined exterior wall space and the size of that wall space shall be the determining factor on sign size allowance. The sign surface shall not exceed 96 square feet or ten percent of the wall surface, whichever is less. This wall sign may be an electronic changeable message sign, provided it complies with the applicable standards for same.

2. A projecting sign that does not project from a building greater than a distance of six feet, does not encroach in the public right-of-way, and maintains eight feet of clearance from grade is permitted. In computing the square foot allowance for a projecting sign, the total area of the sign surface shall be included in the total area allowed for all wall signs, but shall not be larger than 24 square feet. Projecting signs do not reduce the number of wall signs as regulated by the zoning district, however, only one projecting sign shall be allowed per business.
- C. One free-standing sign shall be allowed per parcel, regulated as follows:
1. Free-standing signs shall not exceed 15 feet in height.
  2. No part of a free-standing sign face, frame, or base shall be closer than five feet to the public right-of-way or side or rear property line and shall not obstruct traffic vision.
  3. Free-standing signs may have two faces and shall not exceed 32 square feet per face, or one square foot of sign per linear foot of lot frontage, whichever is less.
  4. No free-standing sign face, frame or base shall be closer than 50 feet to another free-standing sign.
  5. Separate and distinct street frontages shall be computed individually for allowable signage; however, signs shall be located on the street frontage that is used for computation. (No accumulation is allowed for unused street frontages.)
  6. The allowed free-standing signs may be electronic changeable message signs, provided they comply with all other standards in this article addressing lighting, safety, and electronic changeable messages.
- D. One sandwich board (A-frame) sign that meets the following requirements per street frontage is allowed as follows:
1. A permit shall be required for sandwich board signs. Permits are good for the life of the sign.
  2. Sandwich boards signs shall be on-premises signs.
  3. The sign may be located on the public sidewalk or the planting strip adjacent to the edge of the street on which it fronts. Signs shall not be placed in any raised streetscape or publicly-owned planters.
  4. The sign may not exceed six square feet in area per side and may have no more than two sides for the display of messages.
  5. The spread of the "A" at the open end shall be sufficient to ensure stability and no wider.
  6. Signs shall be adequately weighted to resist wind gusts.
  7. Chalkboard, whiteboard, changeable letters, and any other non-electronic changeable or erasable surfaces are permitted.

8. All signs shall be in good repair and neatly painted. No attachments to signs are permitted, other than brochure pockets.
  9. Creative shapes that reflect the theme of the business are encouraged (e.g., ice cream shops may display a sign in the shape of an ice cream cone).
  10. The sign must be constructed of materials that present a finished appearance. Rough-cut plywood is not acceptable. The sign lettering should be professionally painted or applied; a "yard sale" or "graffiti" look with hand-painted or paint-stenciled letters is not acceptable.
  11. The sign shall not be an electronic changeable message sign or be an illuminated sign.
  12. The sign shall be displayed only during business hours and stored inside after hours.
  13. The placement of the sandwich board sign shall not impede pedestrian or wheelchair travel in the vicinity of the sign or otherwise create a traffic or other safety hazard by obstructing vision or otherwise, as determined by the person designated by the director to enforce the provisions of this sign code.
  14. The owner must assume liability for damage or injury resulting from the use of a sandwich board sign and provide the city with an appropriate legal document satisfactory to the city clerk holding the city harmless and indemnifying it for any resulting loss or injury.
  15. Except as otherwise provided in this sign code, a sandwich board sign may be posted for so long as it remains in good condition. Once a sandwich board sign is tattered or otherwise is no longer in good condition, it shall be removed or replaced.
  16. If the director determines that a sandwich board sign is not in good condition, the property owner shall be notified of that determination and shall remove, repair or replace the sign within three days of that notification. Signs that are not removed, repaired, or replaced within three days of the notification shall be deemed a nuisance and shall be subject to abatement or removal by city staff. The director's determination that a sandwich board sign is not in good condition may be appealed to the city commission under the procedures set forth in this article.
  17. One temporary sign, as otherwise restricted and permitted herein this sign code, is allowed on any lot.
- E. Window signs shall be allowed as follows:
1. The window sign shall not obstruct more than 33 percent of the window area for each front, side or rear wall, provided that the total sign surface shall not exceed 32 square feet, per side of the building. For the purposes of this subsection, the term "window area" includes the non-opaque parts of any doors or other fenestrations.
  2. The allowable window sign area as defined herein may be illuminated.
  3. Window signs constructed of neon, stained glass, gold leaf, cut vinyl, and etched glass are allowed.
  4. Painted signs shall display the highest level of quality and permanence, as determined by the director.

5. No message or identification (i.e., the name of establishment or the services offered) may be displayed more than once within the permitted total sign surface area per each front, side or rear wall.
6. The listing of an establishment's hours of operation shall be exempt from these regulations, provided that the area of the sign containing hours of operation shall be no greater than two square feet.
7. The listing of directional information (i.e., "parking in rear" or "use other door") shall be exempt from these regulations; provided that the area of the sign containing directional information is no greater than three square feet.
8. The use of window framing (i.e., a continuous light source illuminating the perimeter of an individual windowpane or a group of windowpanes) is prohibited.
9. Accessible doors to a business establishment shall be limited to the following types of window signage:
  - (a) Business name;
  - (b) Hours of operation;
  - (c) Phone number;
  - (d) Building or tenant address;
  - (e) Website; and
  - (f) The use of dark, opaque background panels for internally illuminated signs or letter faces is required to reduce the glare or glow of such signs.

**Sec. 8.12. Temporary signs.**

- A. *[Permitted temporary sign restrictions.]* The following restrictions, in addition to any other restriction set forth in this sign code, shall apply to any permitted temporary sign.
1. All temporary signs shall obtain a permit before placement except as otherwise specifically stated in this sign code.
  2. Application for a permit after placement shall cause the permit fee to triple.
  3. Temporary signs shall be set back a minimum of six feet from the street line.
  4. Temporary sign permits shall be for no more than 60 days.
  5. A temporary sign permit may be renewed for a second consecutive 60-day period.
  6. No parcel shall display a temporary sign for more than 120 days in any calendar year.
  7. No parcel shall have more than one temporary sign displayed at any time except as otherwise specifically stated in this sign code.
  8. No temporary sign, except as otherwise specifically provided, shall have a sign surface greater than 25 percent of the allowable permanent signage which might be permitted per parcel.
  9. No temporary sign shall exceed 100 square feet in area. Example: a two-sided sign with 50 square feet of sign surface equals 100 square feet of sign area.

10. No temporary sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant or any type of street furniture, or otherwise create a hazard, including a tripping hazard.
11. Temporary signs shall not be posted on trees or utility poles.
12. No temporary sign shall be placed off-premises or in any road right-of-way except as otherwise specifically stated in this sign code.
13. No temporary sign shall be internally or indirectly illuminated or painted with light-reflecting paint.
14. A temporary sign related to an event shall be removed no later than three days after the event has taken place.
15. Except as otherwise provided in this sign code, a temporary sign may be posted for so long as it remains in good condition. Once a temporary sign is tattered or otherwise is no longer in good condition, it shall be removed or replaced.
16. If the director determines a temporary sign is not in good condition, the property owner shall be notified of that determination and shall remove or replace the sign within three days of that notification. Signs that are not removed or replaced within three days of the notification shall be deemed a nuisance and shall be subject to abatement or removal by city staff. The director's determination that a temporary sign is not in good condition may be appealed to the city commission under the procedures set forth in this article.
17. Temporary signs shall be allowed in the public right-of-way for 45 days immediately preceding any primary, general or special elections as defined by the Leavenworth County Clerk, and shall be removed 2 days following said election. The person, party or parties responsible for the erection or distribution of any such signs shall be jointly and individually responsible for their removal. All temporary signs placed in the public right-of-way during the time period shall be subject to the following size and setback distance regulations:
  1. Signs shall be set back a minimum of 6 feet from the back of curb.
  2. Signs shall not be placed where they interfere with intersection sight distances.
  3. Signs shall not exceed 3 square feet in face area and 3 feet in height.
  4. Signs shall not be affixed to any utility poles, trees, street lights, bridges, benches, or other similar public structures.

B. *Excluded temporary signs.*

1. Temporary commercial signs carried by a person(s) are not regulated in these development regulations. However, if the sign is affixed to any structure or the ground at any time it becomes a regulated sign. Carried signs are not permitted within the public right-of-way.
2. People dressed in costumes to further business or civic activities are not regulated in these development regulations.

C. *Specified types of temporary signs.* In addition to the posting of temporary signs allowed by other sections of this sign code, the following specified types of temporary signs shall be permitted, as set forth herein, and shall be subject to permit fees unless otherwise exempted by this sign code.

1. *Special event banners.* On private property used in commercial and industrial zoning districts banners may be used to announce a grand opening of a new business, special sale,



or promotion. Banners may be used for 30 days after which time they must be removed. A new banner may be installed after the lapse of 60 days upon obtaining a new permit. Banners shall be attached securely to a building or structure and shall not create a nuisance as determined by the duly authorized representative.

2. *Searchlights.* Searchlights may be used for announcing a grand opening and may be located on private property for a period not to exceed three consecutive days unless special circumstances authorized by the director warrant a longer duration. Special circumstances shall be described in writing by the owner or the agent associated with the grand opening promotion and shall be approved by the director prior to the establishment of the search light(s) on the business premises. No light emanating from such a device shall be cast on any adjacent property or building. Lasers are not searchlights and the use of lasers is prohibited.
3. *Balloons.* Gas-filled balloons and figures up to 1,000 cubic feet in mass may be displayed to announce a grand opening of a new business in a commercial or industrial district, but shall be displayed on or above private property. The balloon or figure may be tethered and shall be permitted to rise to a height not to exceed 50 feet above mean ground level. The balloon or figure shall not be permitted to float above any public right-of-way, and shall not interfere with traffic vision or public safety as determined by the city planner. Any vision or safety interference shall be immediately corrected by the owner or agent upon notice from the director. A partially deflated balloon or figure shall be considered a public safety hazard and shall require immediate removal by the owner or his agent.
4. *Pennants, flags and light strings.* Flags, pennants, or strings of electric lights or strings of pennants may be strung or hung across or above parking areas on private property used commercially and zoned GBD, but shall not interfere with vision clearance triangles or public safety as determined by the director or the duly authorized representative.
5. *Banners.* Banners over public rights-of-way or other public property announcing a parade, celebration, festival, play, fund drive or other public promotional activity are allowed as follows:
  - a. Application to install the hanging banner shall be made to the city clerk in accordance with current city procedures. No sign permit shall be required in addition to this application;
  - b. The banner shall maintain a clearance of at least 20 feet as measured from the bottom-most portion of the banner to the highest elevation of the street or land surface below;
  - c. The banner shall be perforated sufficiently to reduce wind resistance and shall be anchored sufficiently to prevent a traffic or safety hazard as determined by the city;
  - d. Banners may be installed up to 14 days prior to an event and shall be removed within 72 hours of the closing of the event. The city reserves the right to reduce the time frame to accommodate multiple requests for a location; and
  - e. Not more than the ten percent of a banner's face may be devoted to a commercial space of sponsor's logo.
6. *Portable signs.* Portable signs, except sandwich board signs as otherwise restricted and permitted by this sign code, shall be subject to the following:

- a. Portable signs may only be used in conjunction with special promotions of a temporary nature. The allowable size of a portable sign shall not exceed 40 square feet;
- b. Portable signs shall only be permitted in GBD, I-1 and I-2 Zoning Districts and shall not interfere with vision clearance triangles or public safety as determined by the director;
- c. Portable signs shall be located on private property only; and
- d. A portable sign may be used for 30 consecutive days and a 90-day period must elapse between the use of a portable sign and its next use. A new permit shall be required each time the sign is erected.

**Sec. 8.15. Nonconforming, hazardous, illegal, and prohibited signs.**

- A. *Nonconforming.* A nonconforming sign existing lawfully at the time of the passage of this sign code may be continued under the terms as hereinafter provided that such nonconforming signs shall be modified to conform, replaced with a conforming sign or removed according to the following:
  - 1. If there is a change in business ownership, tenant, name or type of business.
  - 2. Any maintenance, repair or alteration of a nonconforming sign shall not cost more than 25 percent of the current value of the sign as of the date of alteration or repair.
- B. *Hazardous, dangerous, or illegal signs.*
  - 1. *Notification.* If the director shall find that any sign or other advertising structure regulated herein is unsafe and insecure, or is a menace to the public or has been constructed or erected or is being maintained in violation of this sign code, he or she shall give written notice to the owner thereof, to remove or alter the structure so as to comply with the standard herein set forth.
  - 2. *Abatement.* Failure to abate the same shall cause the city to abate such sign with costs assessed to the property owner.
  - 3. *Emergency abatement by city.* When, in the opinion of the city engineer, there is actual or immediate danger to the public caused by a hazardous or dangerous sign, the city shall cause the same to be abated with no written notice or hearing. Costs for such emergency abatement shall be assessed to the property owner.
- C. *Vacated and abandoned signs.* Within six months following discontinuance of the business or usage to which the sign relates, the sign face and structure shall be removed in [its] entirety.
- D. *Reuse.* Reuse of a vacated, nonconforming sign, or any of its appurtenances shall require altering the sign to comply with this sign code. A new business use intending to reuse a conforming sign base or pole properly capped and vacated shall obtain a sign permit in accordance with this sign code.
- E. *Signs for Nonconforming Uses:* Nonconforming uses which are otherwise permitted by these regulations may obtain permits for signage in conformance with the least intensive zoning district in which the use is permitted by right.

**Sec. 11.03. Powers and jurisdiction.**

The board shall have those powers and duties authorized by this ordinance and by K.S.A. 12-759 and any amendment thereto.

- A. *Appeals.* After proper hearing to decide appeals where it is alleged there is an error in an order, requirement, decision, or determination made by an administrative official in the enforcement of these regulations, except where the city commission is specifically empowered to hear an appeal.
1. Appeals to the board may be taken by the person aggrieved, or by any officer or department of the city government affected by the rigid enforcement of these development regulations. Such appeal shall be filed with the secretary of the board, as shall be herein prescribed. The administrative official shall forthwith transmit to the secretary of the board all papers constituting the record upon which the action appealed from is taken.
  2. An appeal stays all proceedings in furtherance of the action appealed from, unless the secretary of the board certifies to the board, after the notice of appeal shall have been filed with him, that by reason of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by a court of record.
- B. *Variances.* To authorize in specific cases a variance from the specific terms of these development regulations which will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of these development regulations will, in an individual case, result in unnecessary hardship, provided the spirit of these development regulations shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the development regulations of the city in such district. Rather, variances shall only be granted for the detailed requirements of the district such as area, bulk, yard, parking or screening requirements.
1. The applicant must show that his property was acquired in good faith and where by reason of exceptional narrowness, shallowness or shape of this specific piece of property at the time of the effective date of the zoning ordinance, or where by reason of exceptional topographical conditions or other extraordinary or exceptional circumstances that the strict application of the terms of the development regulations actually prohibits the use of his property in the manner similar to that of other property in the zoning district where it is located.
  2. A request for a variance may be granted, upon a finding of the board that all of the following conditions have been met:
    - a. The board shall make a determination on each condition, and the finding shall be entered in the record.
    - b. That the variance requested arises from such condition which is unique to the property in question and is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.
    - c. That the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.
    - d. That the strict application of the provisions of the development regulations from which the variance is requested will constitute unnecessary hardship upon the property owner represented in the application.

- e. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare;
  - f. That granting of the variance desired will not be opposed to the general spirit and intent of the development regulations.
3. In granting a variance, the board may impose such conditions, safeguards, and restrictions upon the premises benefited by the variance as may be necessary to reduce or minimize any potentially injurious effect of such variance upon other property in the neighborhood, and to carry out the general purpose and intent of these development regulations.
- C. *Exceptions.* To grant exceptions which are specifically listed as permitted in these development regulations. In no event shall exceptions to the provisions of the development regulations be granted where the exception contemplated is not specifically listed as in the development regulations. An exception is not a variance. Further, under no conditions shall the board have the power to grant an exception when the conditions of this exception, as established by these development regulations, are not found to be present.
- D. *Conditions of determination.* In exercising the foregoing powers, the board, in conformity with the provisions of these development regulations, may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination, and to that end shall have all the powers of the administrative official and may attach appropriate conditions, restrictions or safeguards necessary to protect public interest and welfare.

**APPENDIX A. - USE TABLE (Attachment A)**

Appendix A Use Table shall be attached to Ordinance No. 8164 and amended.

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

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

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

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

Passed by the Leavenworth City Commission on this 8th day of June 2021.

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Nancy D. Bauder, Mayor

{SEAL}

ATTEST:

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Carla K. Williamson, CMC, City Clerk

DEVELOPMENT REGULATIONS  
APPENDIX A. USE TABLE

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- A, **Table Organization.** Table A1-1 Table of Permitted Uses classifies land uses and activities into general “use categories” and specific “use types” based on common functional or physical characteristics, such as the type and amount of activity, the type of customers or residents, types of products, how goods or services are sold or delivered, and site conditions. Regardless of whether a use is allowed by right or permitted as a special use, there may be additional standards that are applicable to the use. Uses are allowed as follows:
1. *Permitted By-Right Uses.* “P” in a cell indicates that the use is permitted by right in the respective zoning district and overlay district. Permitted uses are subject to all other applicable regulations in this document, including the use-specific standards in this section.
  2. *Special Uses.* “S” in a cell indicates that the use is allowed only if reviewed and approved as a special use in accordance with the procedures of Article II - Administration regarding Special Use Permits. Special uses are subject to all other applicable regulations of this document including the use-specific standards in this section and the requirements of Article IV – Supplementary District Regulations.
  3. *Prohibited Uses:* A blank cell indicates that the use is prohibited in the respective zoning district.
- B. **Classification by Interpretation.** This classification does not list every use or activity that may appropriately exist within the categories and specific uses may be listed in one category when they may reasonably have been listed in one or more other categories. The categories are intended merely as an indexing tool for the specific use type and are not regulatory. When application is made for a use type that is not specifically listed in Table A1-1, Table of Permitted Uses but that appears similar to uses in that table, the Director shall make a determination as to the appropriate classification of any new or unlisted form of land use in the following manner:
1. The Director shall consider the nature of the use and whether it involves dwelling activity; sales; processing; type of product, storage and amount, and nature thereof; enclosed or open storage; anticipated employment; transportation requirements; the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated; and the general requirements for public utilities such as water and sanitary sewer.
  2. Standards for new and unlisted uses may be interpreted as those applicable to a similar use.
  3. The Director may choose to send a proposed use to the City Commission for interpretation where classification options are unclear or where the potential impact must be considered in the interpretation process.
  4. When the Director determines that a new or unanticipated use is so similar in impact to a specific use type, or uses generally within the use category the Director may:
    - a. Make the interpretation the use type is generally broad enough to include the use in question; or
    - b. For ease of future application and interpretation add the use to the appropriate category in the table. Such administrative adjustment to the table shall not be considered an amendment to this ordinance provided the criteria above are clearly met, and provided notice and comment of the adjustment is placed on the agenda of both the Planning Commission and Governing Body for review and consent.
  5. Appeal of the Director’s decision shall be made to the City Commission.

DEVELOPMENT REGULATIONS  
APPENDIX A. USE TABLE

<b>Table A1-1, TABLE OF PERMITTED USES</b>																		
P = Permitted, S = Special Use Permit Required																		
Use Category	Residential								Non-Residential							Overlay		
Subcategory	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Specific Use Type																		
<b>RESIDENTIAL USES</b>																		
<b>Household Living</b>																		
Dwelling, Single-Family Detached	P	P	P	P		P	S	P	P		S					P	S	
Dwelling, Two-Family	S	S	S	S	P	P		P	P							P	S	
Dwelling, Townhouse				S	P	P		P	P							P	P	
Dwelling, Multi-Family					P	P		P								P	P	
Dwelling in Mixed-Use Structure Note [1]								P	P	P	P	P				P	P	P
Dwelling, Live/Work								P	P	P	P	P				P	P	P
Dwelling, Manufactured	P	P	P	P			P											
Dwelling, Mobile Home							P											
<b>Group Living</b>																		
Assisted Living Facility	S	S	S	S	S	S		S			P	P				S	S	S
Convent/Monastery	P	P	P	P	P	P	P	P										
Dormitory	S	S	S	S	S	S		S										
Fraternity/Sorority Home	S	S	S	S	S													
Group Home: Disabled (K.S.A. 12-736)	P	P	P	P	P	P	P	P								S	S	S
Nursing Home/Hospice	S	S	S	S	P	S						P				S	S	S
Senior Housing	S	S	S	S	P	P		S			P	P				S	S	S
Shelter, Domestic Violence	P	P	P	P					P	P	P	P				P	P	P
Student Housing	S	S	S	S	P	P		P			P	P						
<b>PUBLIC AND INSTITUTIONAL USES</b>																		
<b>Community Services</b>																		
Adult Day Center	S	S	S	S					P	P	P	P				S	P	P
Cemetery	S	S	S	S														
Mausoleum	S	S	S	S							P	P						
Civic, Social, and Fraternal Organizations	S	S	S	S				S		P	P	P				P	S	P

DEVELOPMENT REGULATIONS  
APPENDIX A. USE TABLE

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Specific Use Type																		
Community Centers											P	P				P		P
Government Offices and Facilities	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P
Historic and Monument Sites	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Jails and Prisons													S	S				
Library	S	S	S	S				S	P	P	P	P				P	P	P
Post Office Branches								P	P	P	P	P				P	P	P
Religious Assembly	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Safety Services	P	P	P	P				P	P	P	P	P				P	P	P
<b>Day Care</b>																		
Day Care Center/Preschool	S	S	S	S	S	S	S	S	P	P	P	P				P	P	P
Day Care, Home (6 or less children)	P	P	P	P	P	P	P	P	P	P	P	P				P	P	P
Day Care, Home (7 or more children)	S	S	S	S	S	S	S	S	P	P	P	P				S	P	P
<b>Educational Facilities</b>																		
College or University	S	S	S	S						P	P	P				S	S	S
School, Elementary and Middle (Public and Private)	S	S	S	S	S	S	S	S	S	S	S	S				S	S	S
School, Senior High	S	S	S	S	S	S	S	S	S	S	S	S				S	S	S
School, Vocational-Technical and Trade									S	P	P	P						S
<b>Health Care Facilities</b>																		
Hospitals									S	S	P	P						S
Medical and dental clinics and offices								P	P	P	P	P				P	P	P
<b>Parks and Open Space</b>																		
Arboretum or botanical garden	S											P				P	P	P
Campground	S																	
Community playfields, playgrounds, and parks	P	P	P	P				P	P	P	P	P				P	P	P
Golf course, public	S	S	S	S											S			S
Golf course, private	S	S	S	S											S			S



DEVELOPMENT REGULATIONS  
APPENDIX A. USE TABLE

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Specific Use Type																		
Zoo												P						
<b>Transportation</b>																		
Airport												S	S	S				S
Bus Garage and Equipment Maintenance												P	P	P				
Bus Terminal									S	S	P	P	P	P	P			
Heliport											S	S	S	S				
Railroad Terminal												P						
Taxi Dispatch									S	S	P	P						
Truck Terminal, Freight, Air Courier Services													P	P				
<b>Utility</b>																		
Private Wind Energy Systems	P	P	P	P	P	P	P	P	P	P		P	P	P		P	P	P
Private Solar Collection Systems	P	P	P	P	P	P	P	S	P	P	P	P	P	P		P	P	P
Commercial Wind Energy Systems	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S
Commercial Solar Collection Systems	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S	S	S
Communication Tower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Communication Tower – Alternative Structure	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Communication Facility on Existing Structure	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Water Storage	P	S	S	S	S	S	S	S	S	S	P	P				S	S	S
<b>COMMERCIAL USES</b>																		
<b>Animal Sales and Service</b>																		
Kennel												P	P	P				
Pet Shops									P		P	P				P	P	
Pet Grooming	S	S	S	S				S	P		P	P				S	S	S
Veterinary Clinic with Boarding									S	S	P	P	P	P		S	S	P

DEVELOPMENT REGULATIONS  
APPENDIX A. USE TABLE

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Specific Use Type									S	S	P	P	P	P	P	P	P	P
Veterinary Clinic without Boarding									S	S	P	P	P	P	P	P	P	P
<b>Assembly</b>																		
Assembly Hall								S	S	P	P	P						
Auction Establishment									S	P	P	P	P					S
Membership Clubs									S	P	P	P				S	S	S
Event Venue									S	P	P	P					P	P
<b>Financial Service</b>																		
Financial Institution, with Drive-thru								P	P	P	P	P				S	S	P
Financial Institution, without Drive-thru								P	P	P	P	P				P	P	P
<b>Food and Beverage Services</b>																		
Food and Beverage General								S	P	S	P	P				P	P	P
Bars or Taverns								S	S	S	P	P				S	P	P
Restaurant, with Drive-in or Drive-thru								S	P	S	P	P					S	P
Restaurant, without Drive-in or Drive-thru								S	P	S	P	P				S	S	S
<b>Office</b>																		
Administrative and Professional Offices								P	P	P	P	P				P	P	P
Offices for Nonprofit, Community Health, and Welfare Service Organizations								P	P	P	P	P				P	P	P
<b>Recreation and Entertainment, Outdoor</b>																		
Arena and Field House											S	P					S	S
Country Club	S	S	S	S								P						
Marina	S										S	S	S					
Outdoor Commercial Recreation and Entertainment	S										S	P	S				S	P
Racing Facilities	S											S	S	S	S			
Riding Academies/Stables	S												S	S	S			

DEVELOPMENT REGULATIONS  
APPENDIX A. USE TABLE

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Use Category	Residential								Non-Residential							Overlay		
Subcategory	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Specific Use Type																		
Sports/Entertainment Arena or Stadium									S	S	S	P	S					P
Athletic Facilities	S	S	S	S				P	P	P	P	P	S					
Non- Residential Swimming Pools Public or Private Membership	S	S	S	S							P	P				P		P
<b>Recreation and Entertainment, Indoor</b>																		
Art Gallery or Museum								P	P	P	P	P				P	P	P
Auditorium/Exhibition Hall/Convention Center											S	P					S	P
Indoor Commercial Recreation/ Entertainment											P	P	P			P	P	P
<b>Commercial Services</b>																		
Sexually Oriented Business													S					
Building Services										P	P	P				S	S	P
Business Support								P	P	P	P	P				P	P	P
Contracting Services, no storage or yard											P	P	P	P				P
Funeral, Mortuary, Crematory	S	S	S	S						S	P	P				S	S	S
General Personal Services								P	P	P	P	P				P	P	P
Gun Sales and Service								S	P	P	P	P						
Indoor Shooting Ranges											S	S	P	P				
Maintenance and Repair									P	S	P	P					S	S
Tattoo Parlor/Body Art								P	P		P	P						
Radio, Television, and Recording Services										S	P	P					P	P
Studio, Music/Movie/TV								P	P	P	P	P						
<b>Retail (Sales)</b>																		
Building Supplies and Equipment											P	P	P				S	P
Consumer Goods								P	P	P	P	P				P	P	P
Sundries, Pharmaceuticals, Convenience Store								P	P	P	P	P				P	P	P
Food, Beverage, and Groceries								P	P	P	P	P				P	P	P

DEVELOPMENT REGULATIONS  
APPENDIX A. USE TABLE

<b>Table A1-1, TABLE OF PERMITTED USES</b>																		
P = Permitted, S = Special Use Permit Required																		
Use Category	Residential								Non-Residential							Overlay		
Subcategory	R1-25	R1-9	R1-7.5	R1-6	R-MF	R4-16	MP	RMX	NBD	OBD	CBD	GBD	I-1	I-2	FP	NN	DT	NG
Specific Use Type																		
<b>Vehicles and Equipment</b>																		
Automobile Repair Shop											P	P	P					
Automobile, Boat, Truck, Motorcycle, RV Sales, Rental, and Service											P	P	S					
Car Wash/Truck Wash									S		S	P	P					
Gas Station									S		P	P	P			S	P	P
Heavy Vehicle/Equipment Sales, Rentals and Service												P	P	P				
Parking Lot or Garage (Commercial, Non-Accessory)	S	S	S	S				S	S	S	P	P	S	S		S	S	S
<b>Visitor Accommodation</b>																		
Bed and Breakfast Inns	S	S	S	S	S	S	S	P	P	P	P	P	P			S	S	S
Bed and Breakfast Guest House	S	S	S	S	S	S	S	P	P	P	P	P	P			S	S	
Bed and Breakfast Home Stay	S	S	S	S	S	S	S	P	P	P	P	P	P			S	S	
Residential Home Stay	S	S	S	S	S	S	S	P	P	P	P	P	P			S	S	
Boarding and Rooming Houses	S	S	S	S	S	S	S	P	S	S	P	P				S	S	
Camp, Private, Overnight	S																	
Health Resort/Spa										P	P	P						
Hotel										P	P	P				P	P	P
Hotel – Limited Service										P	P	P				P	P	P
Residence Hotels								S	S	P	P	P				P	P	P
Retreat House	S	S	S	S														
<b>INDUSTRIAL USES</b>																		
<b>Industrial Service</b>																		
Animal Research Facilities													S					

DEVELOPMENT REGULATIONS  
APPENDIX A. USE TABLE

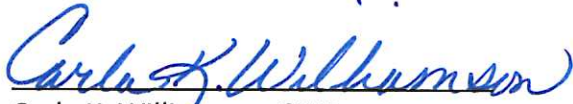
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Specific Use Type																		
Builders Supply Yards and Lumberyards (except when indoors as part of a hardware store)												P	P					
Construction Industry Related Businesses (such as general contractors, electrical contractors, plumbing contractors) /Accessory and Incidental uses												P	P	P				
Educational and Scientific Research, Development, and Testing Services										P	P	P	P	P			P	P
Heavy Industrial														P	S			
Light Industrial													P	P	S			
Petroleum Pipeline and Pressure Control Stations	S	S	S	S	S	S	S	S	S	S	S	S	S	S				
<b>Manufacturing and Production</b>																		
Manufacturing, Fabrication, and Assembly: Custom												S	P	P				
Manufacturing, Fabrication, and Assembly: Light												P	P	P				
Manufacturing, Fabrication, and Assembly: Heavy												S	S	P				
<b>Wholesale, Storage, Warehouse, and Distribution</b>																		
Automobile Towing Service Storage Yard; Impound Lot											S	S	P	P				
Mini-Storage											S	P	P					
Moving and Storage Facilities												P	P					
Warehousing											S	P	P	P				
Wholesale Trade or Storage, General												P	P	P				

DEVELOPMENT REGULATIONS  
APPENDIX A. USE TABLE

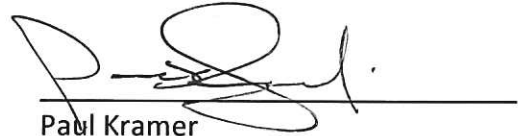
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Specific Use Type											P	P	P					
Wholesale Trade or Storage, Light											P	P	P					
<b>Waste and Salvage</b>																		
Automobile Parts Recycling Business												S	P	P				
Junkyard, Salvage Yard												S	P	P				
Neighborhood Recycling Center	S	S	S	S	S	S	S	S	S	S	S	S	S	S		P	P	P
Recycling Collection Station													P	P				
Solid Waste Facility													S	S				
<b>AGRICULTURE</b>																		
<b>Agriculture/Aquaculture</b>																		
Animal Husbandry (other than dairy)	P																	
Apiary	P	P	P	P	P	P	P	P										
Farming	P																	
Fish Farm/Hatchery	S																	
Ranching	S																	
Greenhouse/Nursery	S	S							S	S	P	P	S	S				P
Urban Agriculture/Community Garden	P	P	P	P	P	P	P	P								P	S	P
NOTE 1: In the CBD, Residential is not permitted within the front half or front 30' of space, whichever is greater, on the 1 <sup>st</sup> floor (Sec 1.17 A,B)																		

**POLICY REPORT  
SECOND CONSIDERATION ORDINANCE 8165  
ALLOWING A SPECIAL USE FOR A CHILD CARE CENTER AT 2137 BIRCH STREET**

**JUNE 8, 2021**



Carla K. Williamson, CMC  
City Clerk



Paul Kramer  
City Manager

**BACKGROUND:**

At the May 25, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE ALLOWING A SPECIAL USE FOR A CHILD CARE  
CENTER TO BE LOCATED AT 2137 BIRCH STREET IN THE CITY OF  
LEAVENWORTH, KANSAS.**

There have been no changes to the ordinance since first introduced. Ordinance No. 8165 is now presented for second consideration and requires a roll call vote.

**ATTACHMENTS:**

- Ordinance No. 8165
- Letter of Support from Melissa Bryant

*(Summary Published in the Leavenworth Times on June 11, 2021)*

**ORDINANCE NO. 8165**

**AN ORDINANCE ALLOWING A SPECIAL USE FOR A CHILD CARE CENTER TO BE LOCATED AT 2137 BIRCH STREET IN THE CITY OF LEAVENWORTH, KANSAS.**

**WHEREAS**, under Appendix A of the City of Leavenworth Code of Ordinances, Development Regulations of the City of Leavenworth, Kansas, Sec 2.04, the Governing Body of the City of Leavenworth is given the power to locate special uses in each zoning district by ordinance within said City; and

**WHEREAS**, the City Planning Commission, after fully complying with the requirements of the Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 3<sup>rd</sup> day of May, 2021 in the Commission Room, 1<sup>st</sup> Floor of City Hall, 100 N. 5<sup>th</sup> Street, Leavenworth, Kansas. The official date and time set as was published in the Leavenworth Times newspaper on the 8<sup>th</sup> day of April 2021 and mailed to all property owners within 200 feet of the said property were given notice of the public hearing; and

**WHEREAS**, upon a motion made, duly seconded, and passed, the City Planning Commission adopted findings of fact and recommended approval of the request for a child care center at 2137 Birch Street, Leavenworth, Kansas.

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

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

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

Lot 11, THE BRANCHES ADDITION NO. 2, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. And more commonly referred to as 2137 Birch St., Leavenworth, Kansas.

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

- a.) A minimum of 1,200 square feet of open space 100% enclosed by a minimum 4' high fence or wall shall be provided and maintained in good condition;
- b.) To operate a childcare center for up to twelve (12) children;
- c.) A copy of the permanent Child Care Center License shall be provided annually upon renewal by the State of Kansas; and
- d.) No additional home occupations may be carried out at the resident.



**Section 3:** That this Ordinance shall take effect and be in force from and after its passage by the Governing Body, and its summary publication once in the official City newspaper.

**PASSED AND APPROVED** by the Leavenworth City Commission of the City of Leavenworth, Kansas on this 8th day of June, 2021.

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Nancy D. Bauder, Mayor

{Seal}

ATTEST:

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Carla K. Williamson, CMC, City Clerk

May 31, 2021

To Whom This Does Concern;

I wanted to share the importance of Luv & Growth Daycare.

My grandchildren have been at Mrs. Kim's Daycare since August 2018. My grand-daughter, Natalie has had many health issues and Mrs. Kim, has helped with taking care of her throughout this whole process.

Natalie has a weak immune system and gets sick very easy. She struggled with communication, because she lost part of her hearing due to severe ear infections her first year. Mrs. Kim taught Natalie how to communicate by teaching her sign-language. She was not taken care of at the daycare she was at prior to coming to stay with me. So, she has health issues that delay her being potty-trained also.

Mrs. Kim and her family have helped in so many ways when it has come to both my grandchildren. From talking and explaining why life is sometimes not fair, to holding them when they cry because they get upset. To taking on a child that needs additional care because of her health.

Luv & Growth Daycare isn't a normal daycare. It's above that. They care and support our family in more ways than most people do. They love my grandchildren just as much as we do. And that is more important to me than anything. They are family!

We need them, just as much as they need us and the other children they care for. I know when I take them and drop them off, they are safe. They will be loved and hugged and taken care of until I can pick them up.

Luv & Growth Daycare, the entire family, are people who are needed in this world and I know the importance of having them in our lives. We need them to continue giving their love, kindness, and love.

I hope this letter gives you an idea of how important they are and how much they are needed.

Sincerely,

Melissa Bryant

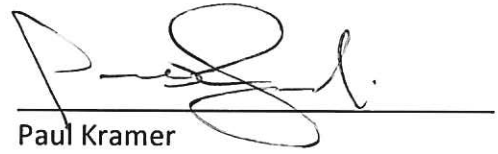
Grandmother of Lucas and Natalie

**POLICY REPORT  
SECOND CONSIDERATION ORDINANCE 8166  
RESCIND SPECIAL USE PERMIT – 1700 10<sup>TH</sup> AVENUE**

**JUNE 8, 2021**



Carla K. Williamson, CMC  
City Clerk



Paul Kramer  
City Manager

**BACKGROUND:**

At the May 25, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE TO RESCIND THE SPECIAL USE PERMIT ALLOWING  
VIDEO RENTAL & SALES AT 1700 10th AVENUE, LEAVENWORTH  
KANSAS.**

There have been no changes to the ordinance since first introduced. Ordinance No. 8166 is now presented for second consideration and requires a roll call vote.

**ATTACHMENTS:**

- Ordinance No. 8166

(Summary Published in the Leavenworth Times on June 11, 2021)

**ORDINANCE NO. 8166**

**AN ORDINANCE TO RESCIND THE SPECIAL USE PERMIT ALLOWING VIDEO RENTAL & SALES AT 1700 10<sup>th</sup> AVENUE, LEAVENWORTH KANSAS.**

**WHEREAS**, under Appendix A of the City of Leavenworth Code of Ordinances, Development Regulations, Section 2.04 C, the Governing Body of the City of Leavenworth is given the power to administratively discontinue or rescind a special use permit; and

**WHEREAS**, current zoning and use of the property no longer requires a special use permit.

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

**Section 1.** That the following special use permit is hereby rescinded:

<b>Name</b>	<b>Location</b>	<b>Use</b>	<b>Original Special Use Ordinance to Rescind</b>	<b>Date Approved</b>
Keith Hoogland Limited Partnership	1700 10 <sup>th</sup> Avenue	Video Rental & Sales	7700	08/08/2006

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

**PASSED AND APPROVED** by the City Commission of the City of Leavenworth, Kansas, on this 8<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Nancy D. Bauder, Mayor

{Seal}

ATTEST:

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

**POLICY REPORT**

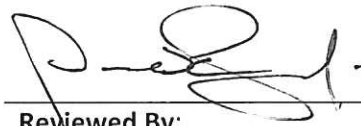
**Review Unsafe and Dangerous Structures  
504 Miami**

**June 8, 2021**



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**Prepared By:**  
Julie Hurley,  
Director of Planning and  
Community Development



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**Reviewed By:**  
Paul Kramer,  
City Manager

**DISCUSSION**

On July 14, 2020, the City Commission adopted Resolution B-2257 regarding demolition of 18 structures. At that time, the Commission voted to grant a 60-day extension to 10 properties, including the property listed below. The property was again reviewed by the City Commission on September 22. At that time, the Commission voted to grant a 30 day extension to the subject property. The property was again reviewed by the City Commission on October 27, 2020. At that time, the Commission voted to give the subject property an extension to December 8, 2020. On December 8, 2020, the property was reviewed and the Commission voted to grant an extension to February 9, 2021. The property was again reviewed at the February 9, 2021 Commission meeting and granted an extension to March 23, 2021.

Prior to the March 23, 2021 Commission meeting, staff learned that the owner of the property, Ramon Muhammad, had passed away. Due to his passing, the item was tabled at the March 23<sup>rd</sup> meeting to allow staff time to make contact and work with the family members in charge of his estate. Staff has been in contact with Mr. Muhammad's sister and informed her of the status of the property. She has indicated an intent to proceed with the planned repairs to the house. The Commission again reviewed the property on April 13, 2021 and granted an extension to June 8<sup>th</sup> to complete the replacement of the roof.

At this time, the Commission shall discuss the property and provide a consensus on the decision of the Governing Body. The current status is as follows:

**1. 504 Miami – Single family house**

Building permit issued on 5/11/2020 for exterior and interior renovations. Front porch has been removed and replaced, upstairs windows on front and rear of house have been replaced. Building permit for new roof issued on 1/13/21. Roof still in need of repair or replacement. Sister of owner has indicated an intent to proceed with replacement of roof, as arranged by owner prior to his passing. No work done.

Staff will present current photos and status of the property during the June 8, 2021 City Commission meeting.

**RECOMMENDED ACTION**

Motion to proceed with the property as discussed and agreed to by the Commission and as annotated by the City Clerk

**MAYOR'S APPOINTMENT**

**JUNE 8, 2021**

**Mayor Bauder**

*"Move to*

*Appoint to the **1<sup>st</sup> Judicial District Juvenile Corrections Advisory Board** Kelly Meyer to an unexpired term ending February 14, 2024.*

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



**RESOLUTION SETTING HEARING DATE FOR UNSAFE STRUCTURE  
1006 KICKAPOO STREET**

**June 8, 2021**

Prepared by:



Harold D. Burdette,  
Chief Building Inspector

Reviewed by:



Brian D. Faust  
Director of Public Works

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

Consider a resolution setting July 27, 2021 as the date of a public hearing regarding a property containing an unsafe or dangerous structure in the City of Leavenworth.

**BACKGROUND:**

This structure was significantly damaged by a fire on April 3, 2021. Staff has learned that the property is changing ownership and the new owner intends to repair the structure.

When structures are damaged by fire or other causes and the damage is severe enough that the settlement from the insurance company exceeds 75% of the face value of the policy covering the structure, the insurance company is required to draft a payment to the City of Leavenworth for 15% of the settlement. This money is to be used by the city to either remove the structure if the owner decides not to address the issue, or be returned to the property owner once repairs are completed and the structure is ready for occupancy, or the owner has the structure demolished. The city has received money in regards to this property. In this case the money will be returned to the previous owner once repairs have advanced to the point that the exterior work has been completed and the interior is ready for sheetrock.

The Chief Building Inspector recommends that proceedings under the provisions of K.S.A. 12-1750, et seq. should be commenced. Approval of this resolution setting the date of the public hearing is the first step in the process. This action will ensure that the city retains control over the proceeds from the fire insurance to assist with efforts to maintain the site.

Pursuant to the provisions of K.S.A. 12-1750, et seq., a public hearing is required to determine if the structure should be demolished or if the owners will commit to making improvements within a time frame acceptable to the City Commission. To establish the hearing date and to begin the legal service of notice process, the City Commission has to establish the hearing date by which assignees and owners must be notified. The legal rights are vested in the hearing and the City Commission should refrain from taking any testimony at this time in order to protect their legal rights in the process.

At the public hearing, the Commission will receive testimony for and against ordering the demolition of the structure. At the conclusion of the July 27, 2021 public hearing, the City Commission findings are adopted by resolution.

**RECOMMENDATION:** Motion to adopt Resolution No. B-2284 setting July 27, 2021 as the date for the public hearing regarding the unsafe structure located at 1006 Kickapoo Street.

**ATTACHMENT:**

Resolution No. B-2284  
Photos of Exterior of 1006 Kickapoo Street



*(To Be Published in the Leavenworth Times on June 15, 2021 and June 22, 2021)*

**RESOLUTION B-2284**

**A RESOLUTION OF THE CITY OF LEAVENWORTH, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING AT WHICH TIME AND PLACE THE OWNER, HIS AGENT, LIEN HOLDERS OF RECORD, AND OCCUPANTS OF THE FIRE DAMAGED STRUCTURE LOCATED AT 1006 KICKAPOO STREET AND HEREIN DESCRIBED MAY APPEAR TO SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS UNSAFE OR DANGEROUS STRUCTURE.**

**WHEREAS**, pursuant to K.S.A 12-1750 et seq., as amended, the enforcing officer of the City of Leavenworth, Kansas, did on the 8<sup>th</sup> day of June 2021, file with the governing body of said city a statement in writing that the structure hereinafter described is dangerous and hazardous and should be ordered by the governing body to be demolished or repaired; and

**WHEREAS**, on April 3, 2021 the hereinafter structure, described in Section 1 was damaged by fire; and

**WHEREAS**, the City of Leavenworth Governing Body is acting under Chapter 20, Article V of the City Code of Ordinances.

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

**Section 1.** That a Public Hearing shall be held on the 27th day of July 2021, before the Governing Body of the City of Leavenworth, Kansas, at 7:00 p.m. at the City Commission Room, 100 N 5<sup>th</sup> Street, Leavenworth, Kansas, at which time the owners, their agents, heirs, any lien holders of record and other persons affected by certain structures herein described may appear and show cause why such structure should or should not be condemned as a dangerous or hazardous structure and ordered repaired or demolished.

**Section 2.** The structure is described as: A single-family structure located at **1006 Kickapoo Street**. The property is legally described as: Lots 37 and 38 Block 6 and having the following description: EWING, ROELOFSON, CO'S SUBDIVISION, of the City of Leavenworth, Leavenworth County, Kansas.

**Section 3.** The City Clerk and/or Chief Building Inspector are hereby authorized and directed to provide for the notice of the public hearing by taking the following action:

- a. A copy of this resolution shall be mailed by certified mail within three days after its first publication to each such owner, agent, lienholder and occupant at the last known address and shall be marked "deliver to addressee only."

- b. This resolution shall be published for two consecutive weeks; once on June 15, 2021 and once on June 22, 2021.

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

**PASSED AND ADOPTED** by the City Commission of the City of Leavenworth, Kansas this 8<sup>th</sup> day of June 2021.

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Nancy D. Bauder, Mayor

{SEAL}

ATTEST:

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Carla K. Williamson CMC, City Clerk









**POLICY REPORT PWD NO. 21-20**  
**CONSIDER APPROVAL OF LOW BID FOR**  
**THE 2021 SIDEWALK IMPROVEMENTS ON**  
**ESPLANADE & WPC**

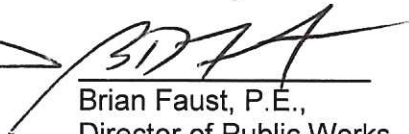
**City Project 2020-944**

**June 8, 2021**

Prepared by:

  
Michael Stephan,  
Project Manager

Reviewed by:

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

  
Paul Kramer,  
City Manager

**ISSUE:**

Consider bids received and possible award of the 2021 Sidewalk Improvements on Esplanade and WPC.

**BACKGROUND:**

The majority of sidewalk improvements for 2021 are centered around the Riverfront Community Center on Esplanade. The sidewalks and crosswalks in this area are in poor to failed condition (see attached photographs). In addition to the sidewalks along Esplanade Street between Choctaw & Shawnee, there are curb & gutter and ADA ramp improvements needed in the same area. Since this section of Esplanade is scheduled to be part of the 2021 Mill & Overlay program, it made sense to make these additional upgrades at this time. The 2021 program also includes ADA ramps at the intersection of Cherokee & Broadway, repair of an ADA ramp at the SE corner of 7th & Cheyenne along with sidewalk replacement at Water Pollution Control.

The budget allocation for 2021 includes sufficient funds to cover the costs of these sidewalks and ADA improvements.

The project plans & specifications were prepared by City Staff and the project was advertised for bid in the Leavenworth Times and at Drexel Technologies. Bid results are shown below and in the attached bid tabulation.

Kaaz Construction was the low bidder and met all bidding requirements. Kaaz Construction has completed Curb & Gutter, Sidewalk and ADA Ramp improvements for the City in previous years. The prior work was completed within the required timeframe and specifications. The company has done numerous projects for other cities in Kansas and Missouri as well as at Fort Leavenworth.

Company	City	Total Base Bid
Kaaz Construction	Leavenworth, KS	\$149,696.50
BKM Construction	Leavenworth, KS	\$171,336.75
Baker Construction	Leavenworth, KS	\$188,813.50
Base Bid Engineer's Estimate		\$178,332.50

Work is expected to begin by June 28th and be completed in 60 calendar days.

**POLICY:**

The City Commission generally awards a contract to the lowest bidder if the bid is less than the Engineer's estimate and whose evaluation by the City indicates that the award will be in the best interest of the City.

**RECOMMENDATION:**

Staff recommends that the City Commission award the 2021 Sidewalk Improvements on Esplanade & at WPC to Kaaz Construction for the base amount of \$149,696.50.

**ATTACHMENTS:**

Bid Tabs

Sidewalk & Crosswalk Photographs

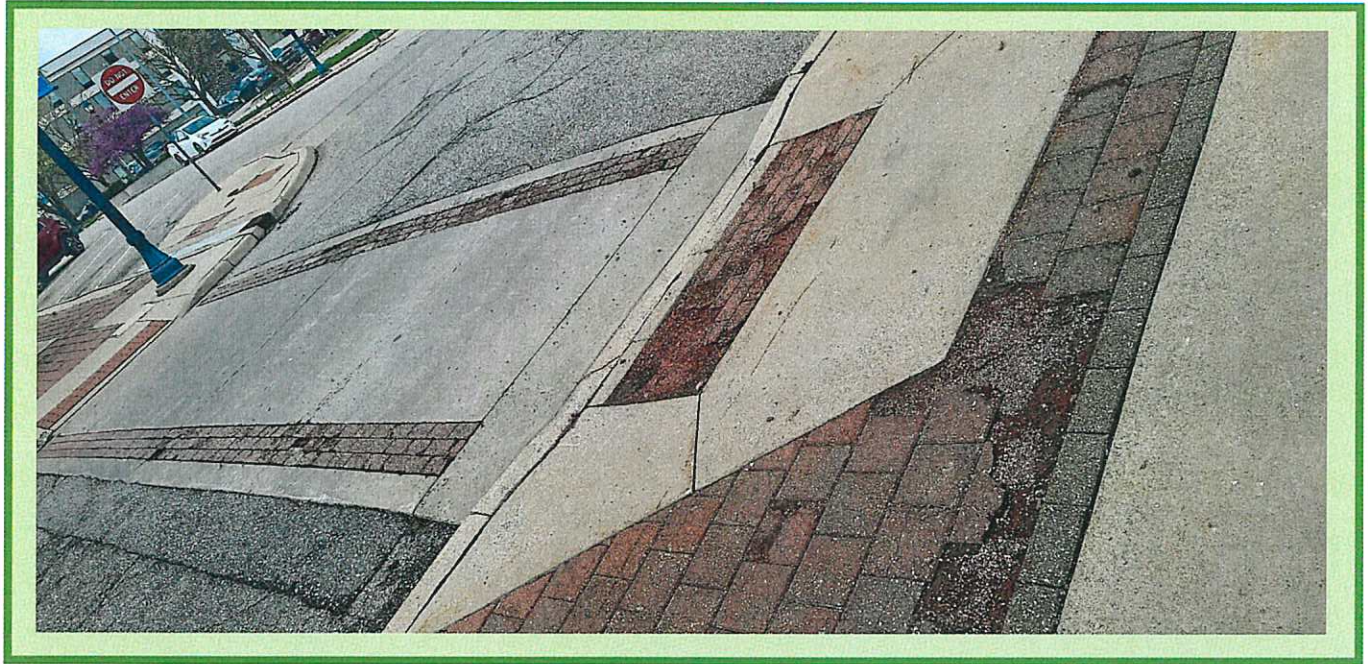




**CITY OF LEAVENWORTH**  
**Project No. 2020-944**  
**2021 Sidewalk Improvements on Esplanade & WPC**  
**June 2, 2021**

BASE BID				Engineer's Estimate		KAAZ CONSTRUCTION		BKM CONSTRUCTION		BAKER CONSTRUCTION	
Item	Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Site No. 1 - Esplanade Street</b>											
1	Mobilization	LS	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$507.00	\$507.00	\$2,500.00	\$2,500.00
2	Remove & Replace Concrete Curb & Gutter	LF	597	\$35.00	\$20,895.00	\$45.00	\$26,865.00	\$35.49	\$21,187.53	\$50.00	\$29,850.00
3	Remove Existing Curb & Gutter	LF	81	\$10.00	\$810.00	\$10.00	\$810.00	\$15.21	\$1,232.01	\$25.00	\$2,025.00
4	Install Curb Face/Top Patch	LF	8	\$3.00	\$24.00	\$70.00	\$560.00	\$20.28	\$162.24	\$100.00	\$800.00
5	Remove & Replace 4" Concrete Sidewalk	SF	1802	\$10.00	\$18,020.00	\$7.50	\$13,515.00	\$8.62	\$15,533.24	\$8.00	\$14,416.00
6	Remove Existing Concrete Sidewalk	SF	526	\$3.00	\$1,578.00	\$1.00	\$526.00	\$1.77	\$931.02	\$2.00	\$1,052.00
7	Construct 5' Wide 4" Concrete Sidewalk	SF	273	\$9.00	\$2,457.00	\$10.00	\$2,730.00	\$7.10	\$1,938.30	\$8.00	\$2,184.00
8	Remove & Replace 4" Reinforced Concrete Sidewalk	SF	1267	\$12.50	\$15,837.50	\$8.00	\$10,136.00	\$9.63	\$12,201.21	\$8.50	\$10,769.50
9	Remove Brick Pavers (Salvage to City Lot)	SF	186	\$5.00	\$930.00	\$5.00	\$930.00	\$4.06	\$755.16	\$10.00	\$1,860.00
10	Install Dyed/Brick Stamped Reinforced 4" Concrete Sidewalk	SF	718	\$12.00	\$8,616.00	\$12.00	\$8,616.00	\$10.14	\$7,280.52	\$18.00	\$12,924.00
11	Install Reinforced 4" Concrete Sidewalk w/Detectable Warning Panels	SF	24	\$16.00	\$384.00	\$20.00	\$480.00	\$67.94	\$1,630.56	\$100.00	\$2,400.00
12	Remove & Reset Existing Fence	LF	120	\$18.00	\$2,160.00	\$20.00	\$2,400.00	\$12.43	\$1,491.60	\$25.00	\$3,000.00
13	Concrete Joint Sealant (at RFCC)(Estimated)	LS	350	\$2.00	\$700.00	\$6.00	\$2,100.00	\$2.03	\$710.50	\$2.50	\$875.00
14	Tree Removal	EA	2	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00	\$1,521.00	\$3,042.00	\$1,000.00	\$2,000.00
15	Construct ADA Compliant Ramp w/Curb & Gutter	EA	3	\$1,500.00	\$4,500.00	\$1,800.00	\$5,400.00	\$2,129.40	\$6,388.20	\$2,500.00	\$7,500.00
16	Construct ADA Compliant Ramp w/Curb & Gutter without Detectable Warning Panels	EA	4	\$1,200.00	\$4,800.00	\$1,500.00	\$6,000.00	\$1,521.00	\$6,084.00	\$2,000.00	\$8,000.00
17	Construct ADA Compliant Ramp w/Curb & Gutter (Type B)	EA	2	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,129.40	\$4,258.80	\$2,500.00	\$5,000.00
18	Contractor Furnished Top Soil	CY	38	\$15.00	\$570.00	\$15.00	\$570.00	\$152.10	\$5,779.80	\$50.00	\$1,900.00
19	Site Restoration (Fine Grading & Seeding)	LS	1	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$2,535.00	\$2,535.00	\$2,500.00	\$2,500.00
20	Erosion Control	LS	1	\$400.00	\$400.00	\$300.00	\$300.00	\$507.00	\$507.00	\$2,000.00	\$2,000.00
21	Traffic Control	LS	1	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00	\$1,267.50	\$1,267.50	\$2,000.00	\$2,000.00
<b>Site No. 1 - Esplanade Street Total:</b>					<b>\$93,381.50</b>		<b>\$91,538.00</b>		<b>\$95,423.19</b>		<b>\$115,555.50</b>
<b>Site No. 2 - Broadway &amp; Cherokee Streets</b>											
1	Mobilization	LS	1	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$507.00	\$507.00	\$500.00	\$500.00
2	Remove & Replace Concrete Curb & Gutter	LF	74	\$35.00	\$2,590.00	\$50.00	\$3,700.00	\$35.49	\$2,626.26	\$50.00	\$3,700.00
3	Remove Existing Curb & Gutter	LF	36	\$10.00	\$360.00	\$20.00	\$720.00	\$15.21	\$547.56	\$25.00	\$900.00
4	Remove & Replace 4" Concrete Sidewalk	SF	864	\$10.00	\$8,640.00	\$7.50	\$6,480.00	\$8.62	\$7,447.68	\$8.00	\$6,912.00
5	Remove Existing Concrete Sidewalk	SF	403	\$3.00	\$1,209.00	\$2.00	\$806.00	\$1.77	\$713.31	\$2.00	\$806.00
6	Construct 5' Wide 4" Concrete Sidewalk	SF	282	\$9.00	\$2,538.00	\$8.00	\$2,256.00	\$7.10	\$2,002.20	\$8.00	\$2,256.00
7	Construct ADA Compliant Ramp w/Curb & Gutter	EA	6	\$1,500.00	\$9,000.00	\$1,800.00	\$10,800.00	\$1,673.10	\$10,038.60	\$2,500.00	\$15,000.00
8	Contractor Furnished Top Soil	CY	18	\$15.00	\$270.00	\$15.00	\$270.00	\$152.10	\$2,737.80	\$50.00	\$900.00
9	Site Restoration (Fine Grading & Seeding)	LS	1	\$750.00	\$750.00	\$500.00	\$500.00	\$1,521.00	\$1,521.00	\$1,000.00	\$1,000.00
10	Erosion Control	LS	1	\$400.00	\$400.00	\$300.00	\$300.00	\$507.00	\$507.00	\$500.00	\$500.00
11	Traffic Control	LS	1	\$1,750.00	\$1,750.00	\$500.00	\$500.00	\$1,267.50	\$1,267.50	\$500.00	\$500.00
<b>Site No. 2 - Broadway &amp; Cherokee Streets Total:</b>					<b>\$29,007.00</b>		<b>\$26,832.00</b>		<b>\$29,915.91</b>		<b>\$32,974.00</b>
<b>Site No. 3 - Cheyenne &amp; 7th Streets</b>											
1	Mobilization	LS	1	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$253.50	\$253.50	\$500.00	\$500.00
2	Remove Existing Curb & Gutter	LF	8	\$10.00	\$80.00	\$50.00	\$400.00	\$25.35	\$202.80	\$25.00	\$200.00
3	Remove Existing Concrete Sidewalk	SF	30	\$3.00	\$90.00	\$20.00	\$600.00	\$1.77	\$53.10	\$2.00	\$60.00
4	Construct ADA Compliant Ramp w/Curb & Gutter	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,673.10	\$1,673.10	\$2,500.00	\$2,500.00
5	Contractor Furnished Top Soil	CY	0.2	\$15.00	\$3.00	\$500.00	\$100.00	\$304.20	\$60.84	\$1,000.00	\$200.00
6	Site Restoration (Fine Grading & Seeding)	LS	1	\$250.00	\$250.00	\$300.00	\$300.00	\$152.10	\$152.10	\$250.00	\$250.00
7	Erosion Control	LS	1	\$150.00	\$150.00	\$300.00	\$300.00	\$50.70	\$50.70	\$250.00	\$250.00
8	Traffic Control	LS	1	\$300.00	\$300.00	\$500.00	\$500.00	\$152.10	\$152.10	\$250.00	\$250.00
<b>Site No. 3 - Cheyenne &amp; 7th Streets Total:</b>					<b>\$3,373.00</b>		<b>\$4,200.00</b>		<b>\$2,598.24</b>		<b>\$4,210.00</b>
<b>Site No. 4 - Wastewater Pollution Control (WPC)</b>											
1	Mobilization	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$507.00	\$507.00	\$500.00	\$500.00
2	Remove Existing 4' Wide Concrete Sidewalk	SF	1812	\$3.00	\$5,436.00	\$2.00	\$3,624.00	\$1.77	\$3,207.24	\$2.00	\$3,624.00
3	Construct 5' Wide x 6" Thick Reinforced Concrete Sidewalk	SF	2875	\$15.00	\$43,125.00	\$7.50	\$21,562.50	\$12.68	\$36,455.00	\$10.00	\$28,750.00
4	Contractor Furnished Top Soil	CY	34	\$15.00	\$510.00	\$10.00	\$340.00	\$5.63	\$191.42	\$50.00	\$1,700.00
5	Site Restoration (Fine Grading & Seeding)	LS	1	\$1,000.00	\$1,000.00	\$300.00	\$300.00	\$2,535.00	\$2,535.00	\$1,000.00	\$1,000.00
6	Erosion Control	LS	1	\$500.00	\$500.00	\$300.00	\$300.00	\$507.00	\$507.00	\$500.00	\$500.00
<b>Site No. 4 - Wastewater Pollution Control (WPC) Total:</b>					<b>\$52,571.00</b>		<b>\$27,126.50</b>		<b>\$43,402.66</b>		<b>\$36,074.00</b>
<b>TOTAL BASE BID (All 4 Sites) =</b>					<b>\$178,332.50</b>		<b>\$149,696.50</b>	<b>Actual Total:</b>	<b>\$171,340.00</b>		<b>\$188,813.50</b>





Failed sidewalk ramps and crosswalks at Delaware & Esplanade (Riverfront Community Center)





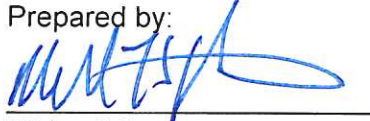
POLICY REPORT PWD NO. 21-19

CONSIDER APPROVAL OF LOW BID FOR  
THE 2021 PAVEMENT MANAGEMENT PROJECT  
(MILL & OVERLAY PROGRAM)

City Project 2020-942

June 8, 2021

Prepared by:



Michael Stephan,  
Project Manager

Reviewed by:



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



Paul Kramer,  
City Manager

**ISSUE:**

Consider bids received and possible award of the 2021 Pavement Management Project – Mill & Overlay Program.

**BACKGROUND:**

On February 16, 2021, the City Commission approved a design contract with Affinis for the design of the 2021 Pavement Management Program.

Each year the City Commission authorizes General Improvement Bonds for the annual maintenance of public streets. The program includes granite seal, mill and overlay components, parking lot upgrades and major repair and maintenance work beyond the scope of the Street Division. The budget allocation for 2021 includes sufficient funds to cover the costs of the 2021 construction and the design of the 2022 Pavement Management Program. Inspection will be by City Staff.

The Mill & Overlay Program for 2021 includes the City streets highlighted on the attached map.

The project plans were prepared by Affinis Corporation and the project was advertised for bid in the Leavenworth Times and at Drexel Technologies. A pre-bid meeting was held on May 19th, 2021 and bids were opened on June 2nd, 2021. Bid results are shown below and in the attached bid tabulation.

J.M. Fahey Construction was the low bidder and met all bidding requirements. J.M. Fahey Construction has completed the Mill & Overlay Program for the City in the past. Their prior work was completed within the required timeframe and specifications. The company has done numerous projects for other cities in Kansas and Missouri.

Company	City	Base Bid
J.M. Fahey Construction	Grandview, MO	\$1,876,530.00
Little Joe's Asphalt	Bonner Springs, KS	\$2,044,108.35
Superior Bowen Asphalt	Kansas City, MO	\$2,264,580.95
Base Bid Engineer's Estimate		\$1,937,946.20

Work is expected to begin in late August and be completed in 90 calendar days.

**POLICY:**

The City Commission generally awards a contract to the lowest bidder if the bid is less than the Engineer's estimate and whose evaluation by the City indicates that the award will be in the best interest of the City.

**RECOMMENDATION:**

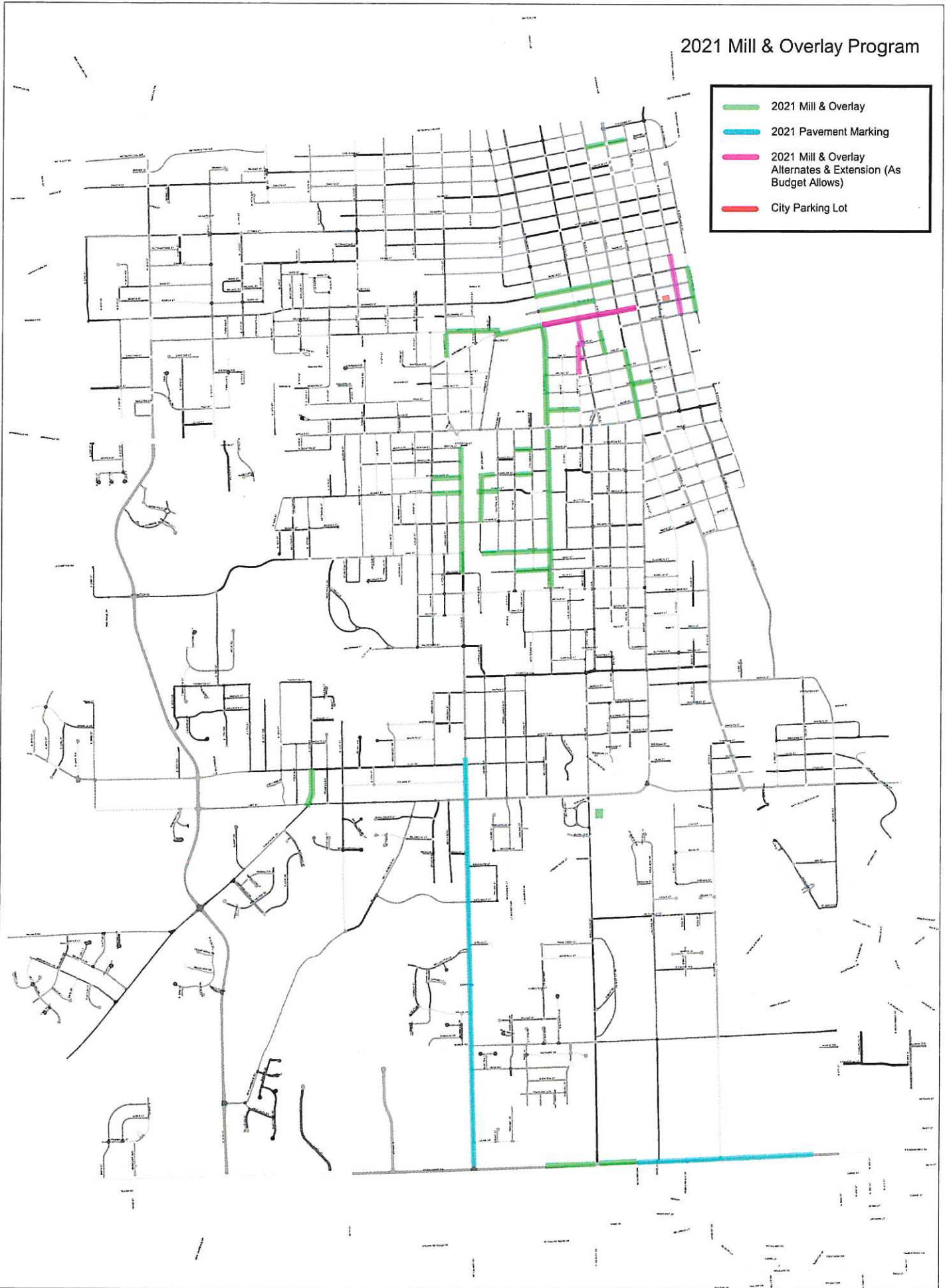
Staff recommends that the City Commission award the 2021 Pavement Management – Mill & Overlay Program to J.M. Fahey Construction for the base bid amount of \$1,876,530.

**ATTACHMENTS:**

Project Street Map  
Bid Tabs

# 2021 Mill & Overlay Program

- 2021 Mill & Overlay
- 2021 Pavement Marking
- 2021 Mill & Overlay Alternates & Extension (As Budget Allows)
- City Parking Lot







**CITY OF LEAVENWORTH**  
 Project No. 2020-942  
 2021 Pavement Management - Mill & Overlay  
 June 2, 2021

BASE BID											
Item	Description	Unit	Quantity	Engineer's Estimate		J.M. FAHEY CONSTRUCTION		LITTLE JOE'S ASPHALT		SUPERIOR BOWEN CONSTR.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$24,000.00	\$24,000.00	\$7,500.00	\$7,500.00	\$63,000.00	\$63,000.00	\$124,100.00	\$124,100.00
2	Traffic Control	LS	1	\$25,000.00	\$25,000.00	\$43,000.00	\$43,000.00	\$50,000.00	\$50,000.00	\$5,800.00	\$5,800.00
3	Removal of Existing Structures	LS	1	\$20,000.00	\$20,000.00	\$18,400.00	\$18,400.00	\$11,000.00	\$11,000.00	\$27,150.00	\$27,150.00
4	Milling (Full Width Cut) (2" Asphalt)	SY	74.468	\$2.50	\$186,170.00	\$2.00	\$148,936.00	\$2.30	\$171,276.40	\$2.25	\$167,553.00
5	Milling (Full Width Cut) (Variable Depth Asphalt)	SY	4,825	\$2.50	\$12,062.50	\$2.00	\$9,650.00	\$2.40	\$11,580.00	\$2.45	\$11,821.25
6	Edge Milling (6' Wide) (2" Asphalt)	SY	8,162	\$2.10	\$17,140.20	\$2.00	\$16,324.00	\$2.05	\$16,732.10	\$2.00	\$16,324.00
7	Milling (Headers)	LF	3,662	\$6.00	\$21,972.00	\$7.00	\$25,634.00	\$5.70	\$20,873.40	\$0.25	\$915.50
8	Concrete Joint Repair	LF	1,230	\$14.00	\$17,220.00	\$9.50	\$11,685.00	\$53.00	\$65,190.00	\$17.25	\$21,217.50
9	2" Asphalt Concrete Surface Course KDOT Superpave Performance (EST)	TON	13,105	\$80.00	\$1,048,400.00	\$77.00	\$1,009,085.00	\$79.90	\$1,047,089.50	\$77.20	\$1,011,706.00
10	Surface Patch & Rut/Spall Areas/Wedging (EST)	TON	612	\$100.00	\$61,200.00	\$77.00	\$47,124.00	\$160.00	\$97,920.00	\$264.95	\$162,149.40
11	Concrete Pavement (6")	SY	242	\$90.00	\$21,780.00	\$110.00	\$26,620.00	\$87.00	\$21,054.00	\$88.00	\$21,296.00
12	Granular Subbase (AB-3) (EST)	TON	72	\$45.00	\$3,240.00	\$84.00	\$6,048.00	\$30.00	\$2,160.00	\$57.50	\$4,140.00
13	Full Depth Concrete Street Repair (6") (EST)	SY	2,724	\$80.00	\$217,920.00	\$94.00	\$256,056.00	\$76.00	\$207,024.00	\$120.05	\$327,016.20
14	Modification of Structure	EA	50	\$1,500.00	\$75,000.00	\$1,400.00	\$70,000.00	\$1,600.00	\$80,000.00	\$3,450.00	\$172,500.00
15	4" Solid White Line (Multi Component Epoxy)	LF	2,604	\$1.75	\$4,557.00	\$1.50	\$3,906.00	\$1.65	\$4,296.60	\$1.70	\$4,426.80
16	4" Solid Yellow Line (Multi Component Epoxy)	LF	49,085	\$1.50	\$73,627.50	\$1.50	\$73,627.50	\$1.65	\$80,990.25	\$1.70	\$83,444.50
17	6" Solid White Line (Multi Component Epoxy)	LF	5,853	\$2.00	\$11,706.00	\$2.00	\$11,706.00	\$2.20	\$12,876.60	\$2.30	\$13,461.90
18	12" Solid Yellow Line (Multi Component Epoxy)	LF	179	\$5.00	\$895.00	\$10.00	\$1,790.00	\$11.00	\$1,969.00	\$11.50	\$2,058.50
19	4" Solid White Line (Multi Component Epoxy)	LF	66	\$15.00	\$990.00	\$20.00	\$1,320.00	\$22.00	\$1,452.00	\$23.00	\$1,518.00
20	24" White Stop Bar (Multi Component Epoxy)	LF	475	\$15.00	\$7,125.00	\$20.00	\$9,500.00	\$22.00	\$10,450.00	\$23.00	\$10,925.00
21	Left Turn Pavement Marking (Multi Component Epoxy)	EA	24	\$275.00	\$6,600.00	\$250.00	\$6,000.00	\$275.00	\$6,600.00	\$285.00	\$6,840.00
22	Right Turn Pavement Marking (Multi Component Epoxy)	EA	10	\$275.00	\$2,750.00	\$250.00	\$2,500.00	\$275.00	\$2,750.00	\$285.00	\$2,850.00
23	Thru Arrow Pavement Marking (Multi Component Epoxy)	EA	2	\$550.00	\$1,100.00	\$250.00	\$500.00	\$275.00	\$550.00	\$285.00	\$570.00
24	"ONLY" Pavement Marking (Multi Component Epoxy)	EA	9	\$450.00	\$4,050.00	\$450.00	\$4,050.00	\$500.00	\$4,500.00	\$500.00	\$4,500.00
25	6" Broken White Line (Multi Component Epoxy)	LF	7,790	\$2.00	\$15,580.00	\$0.40	\$3,116.00	\$0.45	\$3,505.50	\$0.45	\$3,505.50
26	6" Broken Yellow Line (Multi Component Epoxy)	LF	783	\$2.00	\$1,566.00	\$2.00	\$1,566.00	\$2.25	\$1,761.75	\$2.30	\$1,800.90
27	4" Broken Yellow Line (Multi Component Epoxy)	LF	515	\$2.00	\$1,030.00	\$1.50	\$772.50	\$1.75	\$901.25	\$1.70	\$875.50
28	"NO PARKING" Pavement Marking (Multi Component Epoxy)	EA	1	\$1,000.00	\$1,000.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00	\$2,070.00	\$2,070.00
29	48" x 48" Handicap Symbol White on Blue (PTP)	EA	3	\$500.00	\$1,500.00	\$450.00	\$1,350.00	\$525.00	\$1,575.00	\$500.00	\$1,500.00
30	Curb Replacement (Type B)	LF	358	\$45.00	\$16,110.00	\$51.00	\$18,258.00	\$44.00	\$15,752.00	\$55.20	\$19,761.60
31	Concrete Sidewalk (4")	SF	1,131	\$15.00	\$16,965.00	\$16.00	\$18,096.00	\$9.00	\$10,179.00	\$7.50	\$8,482.50
32	Concrete Commercial Sidewalk Ramp	EA	4	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00	\$950.00	\$3,800.00	\$2,990.00	\$11,960.00
33	Sidewalk Trench	LF	7	\$800.00	\$5,600.00	\$775.00	\$5,425.00	\$300.00	\$2,100.00	\$55.20	\$386.40
34	Tree - Thornless Honey Locust	EA	4	\$800.00	\$3,200.00	\$750.00	\$3,000.00	\$79.00	\$316.00	\$345.00	\$1,380.00
35	Tree Removal	EA	5	\$500.00	\$2,500.00	\$550.00	\$2,750.00	\$550.00	\$2,750.00	\$1,125.00	\$5,625.00
36	Permanent Seeding (Hydroseeding)	SY	130	\$3.00	\$390.00	\$9.50	\$1,235.00	\$25.00	\$3,250.00	\$15.00	\$1,950.00
37	Temporary Erosion Control	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
<b>Base Bid Total:</b>					<b>\$1,937,946.20</b>		<b>\$1,876,530.00</b>		<b>\$2,044,108.35</b>		<b>\$2,264,580.95</b>
<b>ALTERNATE BIDS</b>											
<b>Alternate 1 - 2nd Street (Seneca St. to Choctaw St.)</b>											
1	Mobilization	LS	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$4,200.00	\$4,200.00	\$9,500.00	\$9,500.00
2	Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
3	Milling (Full Width Cut) (2" Asphalt)	SY	4,904	\$2.50	\$12,260.00	\$2.00	\$9,808.00	\$2.30	\$11,279.20	\$2.25	\$11,034.00
4	Milling (Headers)	LF	442	\$6.00	\$2,652.00	\$7.00	\$3,094.00	\$5.70	\$2,519.40	\$0.25	\$110.50
5	2" Asphalt Concrete Surface Course KDOT Superpave Performance (EST)	TON	610	\$80.00	\$48,800.00	\$77.00	\$46,970.00	\$79.00	\$48,190.00	\$77.20	\$47,092.00
6	Surface Patch & Rut/Spall Areas/Wedging (EST)	TON	29	\$100.00	\$2,900.00	\$77.00	\$2,233.00	\$160.00	\$4,640.00	\$264.95	\$7,683.55
7	Full Depth Concrete Street Repair (6") (EST)	SY	123	\$80.00	\$9,840.00	\$94.00	\$11,562.00	\$76.00	\$9,348.00	\$120.05	\$14,766.15
8	Modification of Structure	EA	3	\$1,500.00	\$4,500.00	\$2,000.00	\$6,000.00	\$1,650.00	\$4,950.00	\$3,450.00	\$10,350.00
9	4" Solid White Line (Multi Component Epoxy)	LF	287	\$1.75	\$502.25	\$5.00	\$1,435.00	\$5.50	\$1,578.50	\$5.75	\$1,650.25
10	4" Solid Yellow Line (Multi Component Epoxy)	LF	906	\$1.50	\$1,359.00	\$5.00	\$4,530.00	\$5.50	\$4,983.00	\$5.75	\$5,209.50
11	6" Solid White Line (Multi Component Epoxy)	LF	276	\$2.00	\$552.00	\$5.00	\$1,380.00	\$5.50	\$1,518.00	\$5.75	\$1,587.00
<b>Alternate 1 - 2nd Street (Seneca St. to Choctaw St.) Total:</b>					<b>\$85,365.25</b>		<b>\$89,312.00</b>		<b>\$94,206.10</b>		<b>\$109,482.95</b>
<b>Alternate 2 - S. and W. 7th Str (Cherokee St. to Walnut Ave.)</b>											
1	Mobilization	LS	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$2,500.00	\$2,500.00	\$9,500.00	\$9,500.00
2	Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
3	Milling (Full Width Cut) (2" Asphalt)	SY	4,699	\$2.50	\$11,747.50	\$2.00	\$9,398.00	\$2.30	\$10,807.70	\$2.25	\$10,572.75
4	Milling (Headers)	LF	179	\$6.00	\$1,074.00	\$7.00	\$1,253.00	\$5.70	\$1,020.30	\$0.25	\$44.75
5	2" Asphalt Concrete Surface Course KDOT Superpave Performance (EST)	TON	584	\$80.00	\$46,720.00	\$77.00	\$44,968.00	\$79.00	\$46,136.00	\$77.20	\$45,084.80
6	Surface Patch & Rut/Spall Areas/Wedging (EST)	TON	27	\$100.00	\$2,700.00	\$77.00	\$2,079.00	\$160.00	\$4,320.00	\$264.95	\$7,153.65
7	Full Depth Concrete Street Repair (6") (EST)	SY	117	\$80.00	\$9,360.00	\$94.00	\$10,998.00	\$76.00	\$8,892.00	\$120.05	\$14,045.85
8	Modification of Structure	EA	3	\$1,500.00	\$4,500.00	\$2,000.00	\$6,000.00	\$1,650.00	\$4,950.00	\$3,450.00	\$10,350.00
9	4" Solid Yellow Line (Multi Component Epoxy)	LF	518	\$1.50	\$777.00	\$1.00	\$518.00	\$5.50	\$2,849.00	\$1.15	\$595.70
10	6" Solid White Line (Multi Component Epoxy)	LF	87	\$2.00	\$174.00	\$8.00	\$696.00	\$9.00	\$783.00	\$9.20	\$800.40
<b>Alternate 2 - S. and W. 7th Str (Cherokee St. to Walnut Ave.) Total:</b>					<b>\$79,052.50</b>		<b>\$78,210.00</b>		<b>\$83,258.00</b>		<b>\$98,647.90</b>
<b>Alternate 3 - Cherokee St. (Broadway St. to 4th St.)</b>											
1	Mobilization	LS	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$7,500.00	\$7,500.00	\$21,750.00	\$21,750.00
2	Traffic Control	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00
3	Milling (Full Width Cut) (2" Asphalt)	SY	9,313	\$2.50	\$23,282.50	\$2.00	\$18,626.00	\$2.30	\$21,419.90	\$2.25	\$20,954.25
4	Milling (Headers)	LF	141	\$6.00	\$846.00	\$7.00	\$987.00	\$5.70	\$803.70	\$0.25	\$35.25
5	2" Asphalt Concrete Surface Course KDOT Superpave Performance (EST)	TON	1,158	\$80.00	\$92,640.00	\$77.00	\$89,166.00	\$79.00	\$91,482.00	\$77.20	\$89,397.60
6	Surface Patch & Rut/Spall Areas/Wedging (EST)	TON	54	\$100.00	\$5,400.00	\$77.00	\$4,158.00	\$160.00	\$8,640.00	\$264.95	\$14,307.30
7	Full Depth Concrete Street Repair (6") (EST)	SY	233	\$80.00	\$18,640.00	\$94.00	\$21,902.00	\$76.00	\$17,708.00	\$120.05	\$27,971.65
8	Modification of Structure	EA	2	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$1,650.00	\$3,300.00	\$3,450.00	\$6,900.00
9	4" Solid Yellow Line (Multi Component Epoxy)	LF	431	\$1.75	\$754.25	\$5.00	\$2,155.00	\$5.50	\$2,370.50	\$5.75	\$2,478.25
10	4" Solid White Line (Multi Component Epoxy)	LF	2,368	\$1.50	\$3,552.00	\$5.00	\$11,840.00	\$5.50	\$13,024.00	\$5.75	\$13,616.00
11	6" Solid White Line (Multi Component Epoxy)	LF	529	\$2.00	\$1,058.00	\$6.00	\$3,174.00	\$6.60	\$3,491.40	\$6.90	\$3,650.10
<b>Alternate 3 - Cherokee St. (Broadway St. to 4th St.) Total:</b>					<b>\$151,172.75</b>		<b>\$158,308.00</b>		<b>\$174,739.50</b>		<b>\$201,560.40</b>
<b>Alternates Bid Total:</b>					<b>\$315,590.50</b>		<b>\$2,202,360.00</b>		<b>\$2,396,311.95</b>		<b>\$2,674,272.20</b>

**Policy Report**  
**Airport Fuel System Replacement**  
**June 8, 2021**

Prepared By:



Taylour Tedder  
Assistant City Manager

Reviewed By:



Paul Kramer  
City Manager

**BACKGROUND:**

The City's fuel dispenser system at Sherman Army Airfield was damaged beyond repair by flooding in 2019 and has remained damaged since that time. A temporary solution was utilized, but does not measure the amount of fuel or allow for patrons of the airport to self-pay for the fuel at the pump.

The Kansas Department of Transportation (KDOT) awarded a grant through the Kansas Airport Improvement Program (KAIP) funds to the City. The 90% matching grant will provide up to \$35,550 for the project with a total estimated project cost reported on the grant of \$39,500. In addition to the fuel system replacement, a limited amount of concrete work at the site will also need to be completed. The grant has a time limit of 120 days from the contract date to complete the work.

Aircraft fuel systems are highly specialized and a bid from Hoidale was received in late 2019. The bid was since updated with a total cost of \$38,357.52 for replacement of the fuel system. As this is a specialized product and service, staff has identified this as a sole source bid.

As time is of the essence related to the grant, and costs being lower than expected, City staff recommends approval of the work with Hoidale. The budget for airport maintenance has ample funds to cover the City's required matching funds for this project.

**ACTION:**

Authorize staff to approve the sole source contract with Hoidale in an amount not to exceed \$38,357.52.

**ATTACHMENTS:**

1. Airport Preservation Agreement (KDOT Grant)
2. Hoidale Quotation and Contract



## AIRPORT PRESERVATION AGREEMENT

This Agreement is between the **Secretary of Transportation of the State of Kansas, Kansas Department of Transportation (KDOT)** (the "Secretary") and **THE CITY OF LEAVENWORTH** (the "Recipient"), collectively, the "Parties."

### RECITALS:

- A. The Recipient has applied for and the Secretary has approved an Airport Infrastructure Improvement Project to: **replace fuel dispenser damaged by flooding owned by the City of Leavenworth at Sherman Army Airfield.**
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State's General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction, planning and maintenance of the Airport.
- D. The Secretary and the Recipient desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

**NOW THEREFORE**, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **"Airport"** means Sherman Army Airfield, a Public Use General Aviation Airport, located at 1000 Chief Joseph Loop, Fort Leavenworth, KS 66027.
3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
4. **"Construction Contingency Items"** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **"Construction Engineering"** means inspection services material testing, engineering consultation and other reengineering activities required during Construction of the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project by the Recipient, and any subcontractors working for the Contractor or the Recipient with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement and as approved by FAA.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Expiration Date”** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
10. **“FAA”** means the Federal Aviation Administration, a federal agency of the United States.
11. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430, *et seq.*, Hazardous Waste.
12. **“KAIP”** means the Kansas Airport Improvement Program, administered by KDOT’s Division of Aviation.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting”** or **“Let”** means the process of receiving bids prior to an award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.
18. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Recipient, being as follows: replace fuel dispenser damaged by flooding owned by the City of Leavenworth at Sherman Army Airfield, and is the subject of this Agreement.



19. **“Project Limits”** means that area of the Project, including all areas between and within the Right of Way boundaries as shown on the final Design Plans.
20. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft, but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.
21. **“Recipient”** means the City of Leavenworth, Kansas, with its place of business at 100 N. 5<sup>th</sup> Street, Leavenworth, KS 66048.
22. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
24. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraphs 18 and 19, to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

**ARTICLE II**

**FUNDING:**

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

Party	Responsibility	Total Projected Contribution (\$)
Secretary	90% of Total Actual Costs of the Project, not to exceed \$35,550.00.	35,550.00
Recipient	10% of Total Actual Costs of the Project until Secretary’s funding limit is reached;  100% of Total Actual Costs of the Project after Secretary’s funding limit is reached;  100% of Costs of Non-Participating Costs.	
<b>Total Estimated Project Costs</b>		<b>39,500.00</b>



### ARTICLE III

#### SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary agrees to make such payment to the Recipient as soon as reasonably possible after construction of the Project is completed and after receipt of proper billing and certification by the Recipient that the Project was constructed within substantial compliance of the approved plans and specifications. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Recipient completes its obligations under this Agreement to the satisfaction of the Secretary.
2. **Verification of Project Start.** The Secretary shall not reimburse the Recipient until the Secretary receives verification from the Recipient that the Project is underway. Verification for the Project may consist of evidence of construction, proof of hiring consultant or contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

### ARTICLE IV

#### RECIPIENT RESPONSIBILITIES:

1. **Project Administration.** The Recipient shall be responsible for undertaking and completion of the Project. Immediately after the Project is Let, the Recipient shall notify KDOT's Division of Aviation of the Letting date, the total contract amount, and any other requested information related to the Project.
2. **Design and Specifications.** The Recipient will prepare, or contract to have prepared, Design Plans for the Project, Let the contract, construct the Project in accordance with the final Design Plans, inspect the Construction, and administer both the Project and the payments due the Contractor, including the portion of cost borne by the Secretary. The Recipient shall separate and list apart the Participating Cost bid items from Non-Participating Cost bid items on both the final Design Plans and the bid documents.
3. **Conformity with Federal Requirements.** The Recipient agrees to design the Project, or contract to have it designed, in conformity with the current Federal Aviation Administration (FAA) airport design standards and the rules and regulations of the FAA pertaining thereto. The Recipient agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Recipient's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport.
4. **Submission of Design Plans to Secretary.** If requested, the Recipient will furnish to KDOT's Division of Aviation one (1) set of final Design Plans.
5. **Performance Bond.** The Recipient has the discretion to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

6. **Preventive Maintenance.** The Recipient agrees to implement an airport pavement management program which assures preventive maintenance for construction, reconstruction, replacement, and maintenance for projects which utilize KAIP funds.

7. **Final Acceptance.** The Recipient shall obtain final acceptance and certification of the Project through KDOT's Division of Aviation.

8. **Prevailing Wages.** The Recipient will require the Contractor to pay prevailing wages. The Recipient will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Recipient can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

9. **Utilities.** The Recipient will move or adjust, or cause to be moved or adjusted all Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented. The expense of such removal or adjustment shall be borne by the owner or the Recipient.

10. **Hazardous Waste.** The Recipient agrees to the following with regard to Hazardous Waste:

- (a) **Removal of Hazardous Waste.** The Recipient shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The Recipient shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The Recipient will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency (EPA), State of Kansas environmental laws and regulations, and local agency standards where the Hazardous Waste is located.
- (b) **Responsibility for Hazardous Waste Remediation Costs.** The Recipient shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.
- (c) **Hazardous Waste Indemnification.** The Recipient shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the Recipient in undertaking cleanup or remediation for any Hazardous Waste.
- (d) **No Waiver.** By signing this Agreement the Recipient has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The Recipient reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.



11. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Recipient will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's employees, agents, subcontractors or its consultants. The Recipient shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

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

13. **Inspection of Records.** During Project execution, representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as necessary to the performance of this Agreement.

14. **Audit.** The Recipient will participate and cooperate with the Secretary in an annual audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

15. **Accounting.** Upon request by the Secretary, the Recipient will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Recipient to any party outside of the Secretary and costs incurred by the Recipient not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

16. **Legal Authority.** By his or her signature on this Agreement, the Recipient certifies that the signatory has legal and actual authority as representative and agent for the Recipient to enter into this Agreement. The Recipient agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

17. **Project Modification.** Any the following Project changes require the Recipient to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be let
- b. Project description
- c. Project scope

During construction the Recipient shall notify the Secretary of any changes in the plans and specifications, which will require the written approval of the Secretary.

18. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Recipient agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the

Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision is only applicable to closure for non-airport purposes.

19. **Useful Life.**

(a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is 10 years, commencing on the date the Secretary gives notice of final acceptance of the Project.

(b) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

(c) **Recapture of State Investment.**

(i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary 100% of the funds invested in the Project.

(ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Recipient shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

$$\frac{\text{Total Amount of State and/or Federal Funds Invested in the Project}}{\text{Entire Useful Life Period for the Project}} \times \frac{\text{Number of Full Years Remaining in the Useful Life Period at the time of unauthorized change in use}}{\text{Entire Useful Life Period for the Project}} = \text{Recapture Amount}$$

(iii) Any payments due to the Secretary pursuant to this subparagraph (c) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services unless an extension is granted by the Secretary.

**ARTICLE V**


**GENERAL PROVISIONS:**

1. **Project Limits.** It is mutually agreed the Project will be constructed within the limits of the Airport.
2. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.
3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.

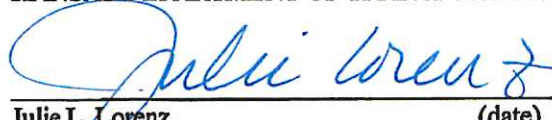
4. **Offer Expiration.** The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Recipient executing this Agreement on or before the Expiration Date. In the event the Recipient fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Recipient wishes to extend the Expiration Date, the Recipient must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Recipient.
5. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.
7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.
8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.
9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

CITY OF LEAVENWORTH

By:   
Name: Paul Keenan  
Title: City Manager

KANSAS DEPARTMENT OF TRANSPORTATION



5-3-21

Julie L. Lorenz, (date)  
Secretary of Transportation

Form Approved  
By HDA 04.07.2021  
Legal Dept. KDOT



**CONTRACTUAL PROVISIONS ATTACHMENT**

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to



comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) If it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

### CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

# QUOTATION AND CONTRACT



**SHAWNEE OFFICE**  
6909 Martindale Rd  
Shawnee, KS 66218

Phone: (913) 438-1500  
Fax: (913) 438-1504

No. 1131284

Proposal Submitted to:

Date: 05/26/21

Municipal Service Center  
100 N 5th St  
Leavenworth, KS 66048-1970

Leavenworth Aviation Services, LLC  
Job Location: 950 Chief Joseph Loop  
Fort Leavenworth, KS 66027-1516



QUOTATION SUMMARY

	<u>AMOUNT</u>
Equipment, See "Equipment List"	\$ 32,145.16
Installation, See "Scope of Work"	\$ 5,470.00
Incoming Freight on Major Equipment	\$ 742.36
	=====
<b>TOTAL</b>	<b>\$ 38,357.52</b>
	<b>PLUS TAX AND FREIGHT</b>

PLEASE SHOW OUR QUOTE NO. ON YOUR P.O.

ALL PRICES LISTED ARE CASH PRICES. WE DO NOT ACCEPT CREDIT CARD PAYMENTS ON CONTRACTS

We propose to furnish material and/or labor as listed above for the sum of \$ **38,357.52** , plus any applicable taxes. Prices are subject to change without prior notice and are subject to price in effect at time of delivery. Any alteration or deviation from the above specifications involving extra cost will become an extra charged over and above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Any work involving extra charges will not be performed until an agreement is reached regarding the extra charges. This proposal is void 15 days from the above date.

NAME: Chad Wilkening  
TITLE: Vice President

SIGNATURE: *Chad Wilkening*

CUSTOMER ACCEPTANCE

The prices, specifications, terms and conditions of this QUOTATION & CONTRACT are satisfactory and are hereby accepted. You are authorized to provide the equipment and/or do the work as specified. **Customer acknowledges and agrees to the payment terms listed above. Payments made later than the terms listed will incur late payment charges of 1-1/2% per month or 18% per annum. Rock, water or other unforeseen underground obstructions to be at additional customer expense. Customer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in the tank excavations. THE TERMS AND CONDITIONS SET OUT IN THE REMAINDER OF THIS PROPOSAL ARE A PART OF THIS CONTRACT AND HAVE THE SAME FORCE AND EFFECT AS IF SET ON ITS FACE. Buyer's Initials Required.**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

11QF810



# QUOTATION AND CONTRACT



**SHAWNEE OFFICE**  
6909 Martindale Rd  
Shawnee, KS 66218

No. 1131284  
Phone: (913) 438-1500  
Fax: (913) 438-1504

Proposal Submitted to:

Date: 05/26/21

Municipal Service Center  
100 N 5th St  
Leavenworth, KS 66048-1970

Leavenworth Aviation Services, LLC  
Job Location: 950 Chief Joseph Loop  
Fort Leavenworth, KS 66027-1516

## **EQUIPMENT LIST**

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	GPI Lever-Action diaphragm hand pump
1	FE Petro 3/4hp turbine pump with 10in riser and 1ph control box
1	Morrison dispenser pedestal base with connection boots
1	Wayne Select E85 single dispenser, island oriented, 1 hose, 1 product, 1 meter
1	Facet VF-21 aviation particulate filter vessel with pressure gauge
1	Facet VF-21 avgas separator/coalescer with differential pressure gauge and water detection shutdown
1	Hannay V-N800 series aviation reel
1	Syntech Fuelmaster 2500Plus prokee master unit with data logger, modem, NIC card, deliberant kit, software and printer

Construction, installation and piping materials

=====

EQUIPMENT LIST TOTAL	\$ 32,145.16
	PLUS FREIGHT

INITIALS OF BUYER \_\_\_\_\_

# QUOTATION AND CONTRACT



**SHAWNEE OFFICE**  
6909 Martindale Rd  
Shawnee, KS 66218

Phone: (913) 438-1500  
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Leavenworth, KS 66048-1970

Leavenworth Aviation Services, LLC  
Job Location: 950 Chief Joseph Loop  
Fort Leavenworth, KS 66027-1516

## SCOPE OF WORK

### BY HOIDALE

- 1 Remove existing equipment and set aside for customer's disposal.
- 2 Install new 3/4hp turbine pump in 4" opening of existing tank.
- 3 Set new Morrison dispenser pedestal and plumb product line. Anchor dispenser pedestal.
- 4 Install regulatory required valves and fittings.
- 5 Anchor new Wayne Select fuel dispenser to Morrison pedestal.
- 6 Make piping connection to new piping and shear valve.
- 7 Advise customer's electrician on proper wiring and termination.
- 8 install new Facet VF-21 Aviation particulate filter vessel with differential pressure gauge.
- 9 Install new Facet VF-21 Avgas separator/coalescer element with differential pressure gauge and water detection shutdown system.
- 10 Install new Hannay hose and static reel. Install, fluid soak and dress hose with Avgas nozzle.
- 11 Flush and calibrate dispenser.
- 12 Provide Fuelmaster (proprietary/key/pin entry). Anchor adjacent dispenser.
- 13 Install wireless communication device at Fuelmaster for data communication.
- 14 Coordinate software upgrade for customer's existing Fuelmaster software.
- 15 Advise customer on operation and preventative maintenance.

### BY CUSTOMER

- 1 All existing concrete, tank, etc. to be reused. Any work required to bring items up to compliance or make repairs for proper operation is by customer.
- 2 Electrician, conduit and wire for connection to new dispenser and Fuelmaster.  
Submersible turbine pump requires 220v 1ph power. All other items are 120vAC.
- 3 Tanks should be properly cleaned and verified free from water and debris.
- 4 Any additional work not listed in the above Scope of Work will require the use of a written Change Order to be signed by both parties prior to the start of the additional work.

	=====
SCOPE OF WORK TOTAL	\$ 5,470.00

INITIALS OF BUYER \_\_\_\_\_

**ACCEPTANCE** - This proposal, when accepted by the Buyer within the said period set out in this agreement, will constitute a bonafide contract between the Buyer and P. B. Hoidale Co., Inc., the Seller, subject to all terms and conditions to follow and to the approval of the Seller. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this contract. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller.

**ACCEPTANCE BY MAIL** - Acceptance by mail shall be effective as an acceptance only when actually received by the Seller.

**FOB PLACE OF MANUFACTURE** - Unless otherwise stated in this contract, prices are FOB place of manufacture. Unless otherwise stated, the freight rate in existence at the date of this contract shall apply, but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

**EXTRA CHARGES** - The Buyer may order changes in the work or the installation of additional equipment and the contract sum shall be increased accordingly. **ALL SUCH ORDERS AND INCREASES SHALL BE IN WRITING**, and the Buyer shall consent in writing to the extra charges before the Seller shall begin any changes or additional work.

**RELATED WORK** - Labor, materials and outside services for electrical, blacktop, water and sewer work, etc., are not included in contract unless specified. Anchors, foundations and cathodic protection are not included in this contract unless specified. Concrete slab must be protected from traffic - if concrete slab is placed and furnished under this contract, the Seller is not responsible for the slab if not protected from traffic by the Buyer for 14 days.

**DELIVERY** - Delivery promises are contingent upon fires, strikes, accidents, lockouts, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or from other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage which might result there from. The Buyer shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Buyer's expense.

**DELAYS** - Due to the increasing cost of labor and materials, any delay of progress, not directly under the Seller's direct control and not due to causes not within the control of the parties, will result in an additional charge to the Buyer.

**TERMS** - Terms are net 10 days from date of invoice unless otherwise specified. Delivery to our warehouse for purposes of convenience or coordination shall be considered "Delivery" for billing purposes.

a) Progress payments may be required - The Seller may require progress payments, covering the materials and/or labor, based upon the percentage of the contract completed. The Buyer will be sent an invoice that must be paid as specified or with 10 days.

b) Failure to pay progress payments when due - In the event the Buyer fails to pay any progress payments within the terms specified, The Seller may, with written notice to the Buyer, suspend work. After 5 days, the Seller may terminate the contract or exercise any other rights it may have without incurring any liability whatsoever to the Buyer. Such rights include, but are not limited to, recovery from the Buyer payment for work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery.

c) Interest - The Seller reserves the right to charge the Buyer 1-1/2% per month on past due balances. This represents an annual rate of 18%.

d) Attorney's fees payable - The Buyer agrees to pay the Seller reasonable attorney's fees and court costs if the account is sent to an attorney for collection.

**GRANT OF SECURITY INTEREST** - Buyer grants to Seller a purchase money security interest in all property sold to Buyer pursuant to this Contract to secure all indebtedness of Buyer to Seller under this Contract.

**INSTALLATION** - It is understood that the Buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be held responsible for any delays caused by the Buyer's failure to so provide access. The Seller shall furnish the necessary materials and perform all work for the installation of said equipment. The Seller shall install the equipment at the location to be designated by the Buyer on the job site. The installation shall be performed by the Seller in the Seller's customary manner in accordance with its normal procedures. It is understood that the Buyer has submitted no specifications regarding the manner of the performance of the agreement, unless otherwise specifically stated in this contract.

a) Excavating - Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, water, running sand, concrete foundations, poles, manholes, or similar non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and to complete the excavation, such work shall be the Buyer's expense. Mechanical compaction of backfill is not included in the contract unless specified. Finished grades are to be established and verified by the Buyer.

b) Floating Tank Clause - The Buyer will be responsible for filling all underground storage tanks with products for ballast immediately upon setting tanks in excavations. The Seller shall notify the Buyer when product will be needed. The Seller shall not be responsible for the contamination or loss of product used for ballast. In the event tank is not filled as requested, the Buyer accepts responsibility for equipment, labor and materials to reinstall floated tank. If product is not available, tanks shall be filled with water. There is an additional charge for the water and then removing the water when installation is complete.

**PERMITS** - Unless otherwise stated, no provision is made in the contract for special fees, permits, licenses, etc. If Seller is required to furnish same, such charges will be added to the contract price. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer.

**DEFAULT BY SELLER** - If the Seller defaults, neglects or fails to perform any provision of the contract, the Buyer may, without prejudice to any other remedy it may have, after 30 days written notice to the Seller, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Seller. The Buyer may finish the work specified in this contract by whatever method Buyer may deem expedient. If the unpaid balance of the contract exceeds the cost of finishing the work, such excess shall be paid to the Seller, but if such expense exceeds the unpaid balance, the Seller shall pay the difference to the Buyer in full satisfaction of all claims for liquidating damages. Seller assumes no responsibility for, nor shall it be obligated to pay, claims for consequential damages.

**WARRANTY - THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS OF PURPOSE AND ANY AND ALL OTHER REPRESENTATIONS TO THE BUYER EXCEPT AS FOLLOWS:** if the installation is supplied by the Seller, the Seller warrants the installation for a period of one year from date of completion. Seller warrants the installation to be free of defects in material and workmanship under normal use and service, the Seller's obligation under this warranty being limited to repair or replacement, as it may elect.

a) The Seller must be promptly notified of any circumstances involving warranty and must be permitted to perform corrective measures, utilizing the Seller's own personnel. The Seller will not accept any invoice or charges for any work performed during the warranty period by others.

b) Buyer acknowledges that Seller is not a manufacturer of the goods covered by this contract. Manufacturers warranties on said goods shall extend to Buyer as authorized by the manufacturers or as provided by law. Buyer expressly agrees and understands that Seller shall have no obligation or liability under such manufacturer's warranty or for failure of any manufacturer to honor the warranty. Except for the foregoing installation warranty, **SELLER MAKES NO EXPRESSED WARRANTIES OF ANY KIND, EXCEPT AS TO BUYERS WHO ARE INDIVIDUALS. SELLER MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**LIMITATION OF LIABILITY** - Buyer agrees that Seller and the original manufacturer of products sold by Seller to Buyer shall not be liable for any special, indirect, incidental, or consequential damages of any type, including, but not limited to, damages related to damage to the ground, ground water, underground or environment, loss of product, cleanup costs, loss of profit or sales, or any other expense resulting from the nonconforming or defective condition of any products or any system purchased by the Buyer.

Seller shall also not be liable for interruption of business, downtime costs, increased operating costs, or claims of Buyer's customers for any of the foregoing types of damages.

**INDEMNITY AGREEMENT** - Buyer agrees to hold the Seller safe and harmless against all loss and from all liability, claims, demands or suits for (a) bodily injury and property damage arising out of the work undertaken by the Seller, its employees, agents or its subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Buyer, whether or not due in whole or in part to conditions, acts or omissions done or permitted by Buyer or Seller, except for such liability as is covered by the Seller's Workman's Compensation Insurance and (b) alleged or actual infringement of any letters of patent, copyrights or trademarks, either domestic or foreign, arising from the manufacture and/or sale of goods herein in accordance with patterns, designs, specifications, drawings, directions or technical information of data furnished by the Buyer.

**TITLE AND RISK OF LOSS** - Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of products/equipment to the FOB point. Title to and the right to possess each item of equipment are and shall remain vested in the Seller until the Buyer pays the entire purchase price. In the event the Buyer does not promptly pay the purchase price according to the terms hereof, or in the event the Buyer's credit or financial responsibility becomes impaired or unsatisfactory, as the Seller may determine or in the event the Buyer fails to perform any condition or obligation, the Seller may at its election, demand immediate payment in cash before making delivery, suspend delivery and terminate this contract, or mature the entire unpaid portion of the purchase price, in each event without notice and without any liability whatsoever to the Buyer. The Buyer's bankruptcy, receivership or failure to pay any amount when due shall, at the option of the Seller, mature the entire unpaid portion of the purchase price without notice and the Seller may declare this contract terminated, enter the premises, and retake possession of said property, whereupon all payments made by the Buyer will be forfeited as liquidated damages, rentals and costs.

**TAXES** - Taxes are not included in this contract. No Federal, State or Local taxes are included in this contract unless specifically so stated and will be extra, if applicable.

**STATE LAW APPLIES** - All of the provisions hereof and any resulting order are to be governed and construed according to the laws of the State of Kansas.

**LIEN RIGHTS** - To protect all parties, a mechanic's lien will be automatically filed where payment is not received according to the terms stated in the contract.

**ERRORS** - Stenographic, clerical and mathematical errors made by the Seller in quotation, acknowledgments or invoices are subject to correction. Claims for shortages, defective goods, errors and allowance must be made within 10 days from the date of invoice.

**ASSIGNABILITY** - This contract shall not be assigned by either of the parties hereto without the prior written consent of the other party.

**RETURNED GOODS** - No goods may be returned without Seller's written authorization. If such authorization is given, unless otherwise noted in the authorization, transportation charges must be prepaid by Buyer. Risk of loss for returned goods shall pass to Seller upon receipt of the goods by Seller. All goods authorized for return are subject to Seller's inspection and acceptance and to a restocking charge equal to the rate charged by the manufacturer to Seller, or at least fifteen percent. Merchandise must be returned within ten days of Buyer's receipt of written authorization and must be accompanied by a writing that identifies the invoice number and date.

**INITIALS OF BUYER** \_\_\_\_\_

3QF0512

**POLICY REPORT**  
**First Consideration Ordinance**  
**Adopt Comprehensive Plan**

**JUNE 8, 2021**



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**Prepared By:**  
Julie Hurley  
Director of Planning and  
Community Development



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**Reviewed By:**  
Paul Kramer  
City Manager

**DISCUSSION:**

In December, 2019, the City entered into a contract with Shockey Consulting to provide services for a Comprehensive Plan update. Since that time, Shockey has completed multiple sessions with the Stakeholder Focus Group, joint sessions with the City Commission and Planning Commission, as well as a public engagement process that included two virtual public participation meetings. The final Comprehensive Plan will be the culmination of all input received throughout the process.

The Planning Commission reviewed a draft of the Comprehensive Plan on April 5, 2021 and reached a consensus to move forward with adoption of the Plan. The City Commission then reviewed the draft Comprehensive Plan on April 6, 2021. Changes discussed during those two meetings have been incorporated into the final document. As required by Kansas State Statute, the Planning Commission is holding a public hearing to consider the Comprehensive Plan on Monday, June 7, 2021.

Staff from Shockey Consulting was in attendance to present the final Comprehensive Plan document at the April 27, 2021 City Commission meeting. There have been no changes to the plan since that time.

**RECOMMENDED ACTION**

Place an ordinance on first consideration to adopt the Comprehensive Plan.

(Summary Published in the Leavenworth Times on \_\_\_\_\_, 2021)

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

**AN ORDINANCE ADOPTING THE 2030 COMPREHENSIVE PLAN FOR THE CITY OF LEAVENWORTH, KANSAS.**

**WHEREAS**, on June 7, 2021, the Leavenworth City Planning Commission held a public hearing and adopted Resolution No. 2021-01 in accordance with the provisions of K.S.A. 12-747 *et seq.*; and

**WHEREAS**, on June 8, 2021, the Leavenworth City Planning Commission, submitted a certified copy of the 2030 Comprehensive Plan with a written summary of the hearing to the Governing Body.

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

**Section 1:** That the 2030 Comprehensive Plan for the City of Leavenworth Kansas is hereby approved.

**Section 2:** That this Ordinance shall take effect and be in force from and after its passage, approval and summary publication in the official City newspaper of the City of Leavenworth, Kansas, as provided by law.

**PASSED and APPROVED** by the Governing Body on the \_\_\_\_ day of \_\_\_\_ 2021.

\_\_\_\_\_  
Nancy D. Bauder, Mayor

{Seal}

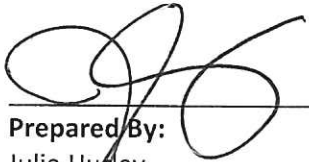
ATTEST:

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



**POLICY REPORT**  
**First Consideration Ordinance**  
**Land Bank**

**JUNE 8, 2021**



**Prepared By:**  
Julie Hurley  
Director of Planning and  
Community Development



**Reviewed By:**  
Paul Kramer  
City Manager

**DISCUSSION:**

In an effort to bring blighted, vacant residential properties back into functional use, staff has been exploring the creation of a Land Bank. The authority for cities to establish a Land Bank has been set forth in Kansas Statute, and land banks currently exist in Pittsburg, Junction City, Hutchinson, Topeka, and Kansas City, KS.

Properties would be identified by Code Enforcement staff and evaluated for inclusion in the Land Bank. As many vacant properties often have a complicated ownership history, staff would then work to clear the title, and the property would be sold via bid to a contractor that had been vetted by staff to ensure their ability and financial means to rehabilitate the property. This process would return the property to a tax producing parcel and eliminate costly maintenance that the City might incur if it were demolished, and eliminate a source of blight on the neighborhood.

Staff has worked with the City Attorney to develop the required ordinance to establish the Land Bank. Once the Land Bank has been established, staff will begin working to identify eligible structures for inclusion in the Bank.

**RECOMMENDED ACTION**

Place an ordinance on first consideration to establish the Leavenworth Land Bank.

(Summary Published in Leavenworth Times \_\_\_\_\_, 2021)

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

**AN ORDINANCE CREATING ARTICLE XIV IN CHAPTER 10 OF THE CITY OF LEAVENWORTH CODE OF ORDINANCES FOR THE PURPOSE OF CREATING LEAVENWORTH LAND BANK, AND DETERMINING THE MEMBERSHIP, DUTIES AND FUNCTIONS OF THE BOARD OF TRUSTEES OF THE LEAVENWORTH LAND BANK.**

**WHEREAS**, the City of Leavenworth recognizes that dilapidated, vacant, and unused properties can create a dis-incentive for new construction and infill; and

**WHEREAS**, the Leavenworth 2030 Comprehensive Plan identified the improvement of deteriorating housing and increasing the occupancy rate of existing housing as strategies to address the built environment; and

**WHEREAS**, land banking provides the City a viable tool to address abandoned and tax-delinquent properties; and

**WHEREAS**, the City desires to establish a Land Bank as a proactive measure to return such properties to productive use.

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

**Section 1.** Article XIV in Chapter 10 of the City of Leavenworth Code of Ordinances is hereby established to read as follows:

**ARTICLE XIV. LEAVENWORTH LAND BANK**

**Sec. 10-616. Creation; purpose.**

Pursuant and subject to the provisions of K.S.A. 12-5901 *et seq.*, the governing body of the city hereby establishes the City of Leavenworth Land Bank. The bank is and shall be an independent agency with the primary responsibility and authority to efficiently acquire, hold, manage, transform, and convey surplus city properties and other abandoned, tax-foreclosed, or otherwise underutilized or distressed properties in order to convey these properties into productive use.

**Sec. 10-617. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*City* means the City of Leavenworth, Kansas.

*Commission or city commission* means the governing body of the City of Leavenworth Kansas.

*Board* means the board of trustees of the Leavenworth land bank.

*Bank* means the Leavenworth land bank established pursuant to this ordinance.

*Governing Body* means the governing body of the City of Leavenworth Kansas.

**Sec. 10-618. Land bank board of trustees; appointment; dissolution.**

a) There is hereby established a land bank board of trustees, which shall govern the bank. The city commission shall function as the board of trustees.

b) The city commission's expectation is that primary city staff support to the board will come primarily from the city's director of planning and community development, or his or her designee, or such other city staff as the city commission may be willing to provide. The city commission expects that city staff will provide technical and professional support for bank operations, but that additional support may be contracted for or provided as deemed necessary.

c) The city commission shall advance operating funds to the bank to pay expenses of the board and the bank.

d) The bank may be dissolved by ordinance of the city commission, with or without cause. In such case, all property of the bank shall be transferred to and held by the city and may be disposed of as otherwise provided by law.

**Sec. 10-619. Officers; organization.**

a) The board shall select, annually, from its membership, a chairperson, a vice chairperson, a secretary and a treasurer. The treasurer shall be bonded in such amounts as the city commission may require.

b) The board may appoint such officers, agents and employees as it may require for the performance of its duties, and shall determine the qualifications and duties and fix the compensation of such officers, agents and employees.

c) The board shall fix the time and place at which its meetings shall be held. Meetings shall be held within the city and shall be subject to the Kansas open meeting act, K.S.A. 75- 4317 *et seq.*, and amendments thereto.

d) A majority of the board shall constitute a quorum for the transaction of business. No action of the board shall be binding unless taken at a meeting at which at least a quorum is present.

e) The members of the board shall be subject to the provisions of the laws of the state of Kansas which relate to conflicts of interest of county officers and employees, including, but not limited to, K.S.A. 75-4301 *et seq.*, and amendments thereto.

f) Subject to the provisions of the Kansas tort claims act, K.S.A. 75-6101 *et seq.*, and amendments thereto, if any action at law or equity, or other legal proceeding, shall be brought against any member of the board for any act or omission arising out of the performance of duties as a member of the board, such member shall be indemnified in whole and held harmless by the board for any judgment or decree entered against such member and, further, shall be defended at the cost and expense of the bank in any such proceeding.

**Sec. 10-620. Powers of the board.**

The land bank board of trustees shall have the following powers and duties:

- (1) To sue and be sued.
- (2) To enter into contracts.
- (3) To authorize the city manager of the city to appoint and remove staff and provide for the compensation thereof.
- (4) To acquire, by purchase, gift or devise, and convey any real property, including easements and reversionary interest, and personal property, subject to the provisions of this ordinance and state law.
- (5) To rebate all or any portion thereof, the taxes on any property sold or conveyed by the bank.
- (6) To exercise any other power which may be delegated to the land bank by the city commission.
- (7) To exercise any other incidental power which is necessary to carry out the purposes of the bank and state law.

**Sec. 10-621. Administration.**

The board shall assume possession and control of any property acquired by it under this ordinance or state law and shall hold and administer such property. In the administration of property, the board shall:

- (1) Manage, maintain and protect or temporarily use for a public purpose such property in the manner the Board deems appropriate.

- (2) Compile and maintain a written inventory of all such property. The inventory shall be available for public inspection and distribution at all times.
- (3) Study, analyze and evaluate potential, present and future uses for such property which would provide for the effective reutilization of such property.
- (4) Plan for and use the board's best efforts to consummate the sale or other disposition of such property at such times and upon such terms and conditions deemed appropriate;
- (5) Establish and maintain records and accounts reflecting all transactions, expenditures and revenues in relation to the bank's activities, including separate itemizations of all transactions, expenditures and revenues concerning each individual parcel of property acquired; and
- (6) No less than thirty (30) days prior to the sale of any property owned by the bank, publish a notice in the official city newspaper announcing such sale.

**Sec. 10-622. Disposition of land bank property.**

a) The board, without competitive bidding, may sell any property acquired by the board at such times, to such persons, and upon such terms and conditions, and subject to such restrictions and covenants deemed necessary or appropriate to assure the property's effective reutilization.

b) The sale of any real property by the board, under the provisions of this ordinance or state law, on which there are delinquent special assessments to finance public improvements shall be conditioned upon the approval of the city commission.

c) Any moneys derived from the sale of property by the bank shall be retained by the bank for the purposes and operations thereof; provided, however, that the board may use all or part of the proceeds from such sale to reimburse the city for delinquent special assessments due on such property.

d) The board, for the purpose of land disposition, may consolidate, assemble or subdivide individual parcels of property acquired by the bank, in accordance with established city procedures for the same.

**Sec. 10-623. Taxes and assessments.**

a) Until sold or otherwise disposed of by the bank, and except for special assessments levied by the city to finance public improvements, any property

acquired by the bank shall be exempt from the payment of ad valorem taxes levied by the state of Kansas and any other political or taxing subdivision of the state.

b) Except for special assessments levied by the city to finance public improvements, when the board acquires property pursuant to this ordinance and state law, the board shall work with the Leavenworth county treasurer to remove from the tax rolls all taxes, assessments, charges, penalties and interest that are due and payable on the property at the time of acquisition by the board.

c) Property held by the bank shall remain liable for special assessments levied by the city for public improvements, but no payment thereof shall be required until such property is sold or otherwise conveyed by the bank.

d) The city commission may abate part or all of any special assessments which it has levied on property acquired by the bank, and the bank and the city commission may enter into agreements related thereto. The board shall work with the Leavenworth county treasurer such that any special assessments that are abated shall be removed from the tax rolls as of the effective date of the abatement.

**Sec. 10-624. Budget; records; reports.**

a) The bank shall be subject to the provisions of the cash basis law, K.S.A.10-1101 *et. seq.*, and amendments thereto.

b) The board shall keep accurate accounts of all receipts and disbursements. The receipts and disbursements of the board shall be audited yearly by a certified or licensed public accountant and the report of the audit shall be included in and become part of the annual report of the board.

c) All records and accounts shall be subject to public inspection pursuant to K.S.A. 45-215 *et seq.*, and amendments thereto. The bank shall be subject to the statutory requirements for the deposit of public money as provided in K.S.A. 9-1401 *et seq.*, and amendments thereto.

d) Any moneys of the bank which are not immediately required for the purposes of the bank shall be invested in the manner prescribed by K.S.A. 12-1675, and amendments thereto.

e) The bank shall make an annual report to the city commission on or before January 31 of each year, showing receipts and disbursements from all funds under its control and showing all property transactions occurring in each year. Such report shall include an inventory of all property held by the bank. A copy of such inventory shall also be published in the official city newspaper on or before January 31 of each year.



**Sec. 10-625. Neighborhood advisory committees.**

The board may establish separate neighborhood or city advisory committees consisting of persons living or owning property within the city or neighborhood. In the case of neighborhood advisory committees, the board shall determine the boundaries of each neighborhood. In the absence of a resolution by the board providing otherwise, each advisory committee shall consist of not less than five (5) nor more than nine (9) persons, to be appointed by the board for two (2) year overlapping terms. The board shall consult with each advisory committee as needed to review the operations and activities of the bank and to receive the advices of the members of the advisory committee concerning any matter which comes before the committees.

**Sec. 10-626. Severability.**

In the event that any portion or section of this article is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, the decision shall in no manner affect the remaining portions or sections of this article, which shall remain in full force and effect.

**Section 2.** 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 \_\_\_\_\_ 2021.

\_\_\_\_\_  
Nancy D. Bauder, Mayor

{Seal}

**ATTEST:**

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