



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, OCTOBER 8, 2024 6:00 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 6 p.m. and midnight and available for viewing on YouTube

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PROCLAMATION:

1. Proclamations: (pg. 02)
 - a. Domestic Violence Awareness Month
 - b. Military Retiree Appreciation Day

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from September 24, 2024 Regular Meeting **Action:** Motion (pg. 04)

Second Consideration Ordinances:

3. Second Consideration Ordinance No. 8252 Special Use Permit to Allow Child Care Center at 1830 S. Broadway Street
Action: Roll Call Vote (pg. 12)

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

General Items:

4. Consider Cereal Malt Beverage License for Fast Track at 3122 S. 4th Street **Action:** Motion (pg. 15)

Bids, Contracts and Agreements:

5. Consider Award of Bid for Audit Services **Action:** Motion (pg. 16)
6. Consider Approval of 2025 Landfill Services Contract **Action:** Motion (pg. 18)

Consent Agenda:

Claims for September 20, 2024 through October 3, 2024, in the amount of \$2,460,801.04; Net amount for Payroll #19 effective September 20, 2024, in the amount of \$432,092.26 (Includes Police & Fire Pension in the amount of \$7,491.38). **Action:** Motion

Other:

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *One in every four women will experience domestic violence during her lifetime with approximately 15.5 million children exposed to domestic violence every year; and*
- WHEREAS,** *when a family member is abused, it can have long-term damaging effects on the victim that also leaves a mark on family, friends, and the community at large; and*
- WHEREAS,** *domestic violence is widespread and is devastating to society as a whole, and the problem crosses all economic, racial, gender, educational, religious, and societal barriers; and*
- WHEREAS,** *the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; and*
- WHEREAS,** *victims should have help to find the compassion, comfort, and healing they need, with access to medical and legal services, counseling, transitional housing so that they can escape the cycle of abuse and domestic abusers should be punished to the full extent of the law; and*
- WHEREAS,** *we encourage domestic violence victims and their families to seek assistance from the Alliance Against Family Violence Hotline (913-675-7217); and*
- WHEREAS,** *it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence; and*
- WHEREAS,** *the United States President, Congress and other agencies have expressed a commitment to eliminating domestic violence; and we must dedicate ourselves to protect vulnerable members of our society with local programs, state coalitions, national organizations, and other agencies to increase public awareness of domestic violence, and to eliminate it through prevention and education.*

NOW, THEREFORE, *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim the month of October 2024 as:*

Domestic Violence Awareness Month

and urge all the people of Leavenworth, Kansas to work towards the elimination of domestic violence.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this 8th day of October in the year of two-thousand and twenty-four.*

Griff Martin, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *Military Retirees have served our country faithfully in times of peace and war; and*

WHEREAS, *Military Retirees have made significant sacrifices in defense of our freedom and liberty; and*

WHEREAS, *a large number of Military Retirees and their families live, work, and play in the Leavenworth community; and*

WHEREAS, *the Fort Leavenworth Garrison will conduct a Retiree Appreciation Day on October 26, 2024*

NOW, THEREFORE, *I, Griff Martin, Mayor of the City of Leavenworth, Kansas do hereby join the Fort Leavenworth Garrison in recognizing the contributions, sacrifices, and loyalty of Military Retirees in our community by proclaiming October 26, 2024 as:*

Military Retiree Appreciation Day

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this 8th day of October in the year of two-thousand and twenty-four.*

Griff Martin, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



CALL TO ORDER - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Griff Martin, Mayor Pro-Tem Holly Pittman, Commissioners Nancy Bauder (via telephone call-in), Edd Hingula and Jermaine Wilson.

Staff members present: Interim City Manager Patrick Kitchens, Fire Chief Gary Birch, Planning & Community Development Director Julie Hurley, Community Development Coordinator Julie McKeel, Interim Police Chief Major Dan Nicodemus, Public Works Director Brian Faust, Public Information Officer Melissa Bower, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

PROCLAMATIONS:

United Way Months - Mayor Martin read the proclamation proclaiming the months of September through December as United Way Months. The proclamation was accepted by members of the United Way of Leavenworth County.

Fire Prevention Week - Mayor Martin read the proclamation proclaiming October 6-12, 2024 as Fire Prevention Week. The proclamation was accepted by Fire Chief Gary Birch.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Hingula moved to accept the minutes from the September 10, 2024 regular meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Second Consideration Ordinances:

Second Consideration Ordinance No. 8250 Adopt Standard Traffic Ordinance 51st Edition – Interim City Manager Patrick Kitchens reviewed the Ordinance. There have been no changes since first introduced at the September 10, 2024 meeting.

Mayor Martin called the roll and Ordinance No. 8250 was unanimously approved.

Second Consideration Ordinance No. 8251 Adopt Uniform Public Offense Code 40th Edition – Interim City Manager Patrick Kitchens reviewed the Ordinance. There have been no changes since first introduced at the September 10, 2024 meeting.

Mayor Martin called the roll and Ordinance No. 8251 was unanimously approved.

NEW BUSINESS:

Public Comment: *(Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes)*

Thomas Jones, 2200 Maple Ave.:

- Wife sent an email to the Commissioners about their driveway
- Driveway doesn't meet ADA requirements and they've been informed it needs to be ripped out and re-done
- Requesting the ability to keep driveway as is

Mr. Kitchens:

- The City has initiated a review of the matter based on the email received today

General Items:

2024 Edward Byrne Memorial Justice Assistance Grant Application – Interim Police Chief Major Dan Nicodemus requested authority to apply for the 2024 Edward Byrne Memorial Justice Assistance Grant in the amount of \$24,711.00. The U.S. Department of Justice released the annual grant local solicitation and identified the City of Leavenworth as eligible for \$24,711.00. This is an annual grant made available to law enforcement agencies for support and cost of acquiring equipment. Typically, we have used these funds to purchase police equipment. The grant application requires the City of Leavenworth to share this allocation with Leavenworth County Sheriff's Office as they are categorized in the disparate grouping. The City of Leavenworth must apply for this grant on behalf of both entities. There is no impact to the budget to apply for these funds.

Commissioner Pittman:

- Asked why they need approval to apply

Mr. Kitchens:

- That is a requirement of the grant application that it is brought before the governing body

Mayor Martin:

- Asked if we know how the dollar figure is determined

Maj. Nicodemus:

- Over the last several years it's been around the \$30k mark

Commissioner Hingula moved to authorize the Police Department to apply for the 2024 Edward Byrne Memorial Justice Assistance Grant in the amount of \$24,711.00 of which \$10,000.00 will be given to Leavenworth County Sheriff's Office. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Resolutions:

Resolution B-2379 Capital Fund Program Grant for Planters II – Planning & Community Development Director Julie Hurley presented for approval Resolution B-2379 for the 2024 Capital Fund Program (CFP)

grant # KS01P06850124 for Planters II in the amount of \$209,449.00. The grant funds must be accepted annually by the City Commission.

Commissioner Pittman moved to adopt Resolution B-2379 accepting the 2024 Capital Fund Program grant for Planters II. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Resolution B-2380 Capital Fund Program 5 Year Action Plan and Capital Fund Annual Statement for Planters II – Planning & Community Development Director Julie Hurley presented for approval Resolution B-2380 authorizing the submission of plans to the U.S. Department of Housing and Urban Development (HUD).

Commissioner Wilson moved to approve the plan and adopt Resolution B-2380 authorizing submission to HUD. Commissioner Pittman seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Resolution B-2381 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) – Community Development Coordinator Julie McKeel presented for approval Resolution B-2381 approving the 2023-2024 CAPER for submission to the U.S. Department of Housing and Urban Development (HUD). Ms. McKeel provided a brief summary of the grant year to include the following:

- The CAPER is required to report goals, projections and how funds were spent
- Assisted 13 homeowners with minor repairs
- Helped with the acquisition of 5 homes for first time home buyers
- Provided rent or utility assistance to 5 public service agencies who served 4,974 individuals
- Sidewalk repair and ADA compliant ramp placement project on Dakota Street

Commissioner Pittman moved to approve Resolution B-2381 approving the CAPER 2023-2024 for submission to the U.S. Department of Housing and Urban Development (HUD). Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Resolution B-2382 Adoption of the First City Vision Zero Action Plan – Public Works Director Brian Faust presented for approval Resolution B-2382 adoption of the City’s Safe Streets and Roads for All Vision Zero Action Plan. In 2023, the City of Leavenworth was awarded a grant to develop a Safe Streets and Roads for All Vision Zero Action plan and on September 26, 2023, the City Commission selected WSP to provide the professional services needed to develop the plan. For an Action Plan to be successful and accepted by the community, it is critically important that our residents be involved throughout the entire development process. Between online engagement with an interactive map, to a project specific email to ask questions, to 7 pop-up meetings and an open house in August, the team of WSP and the City shared information with the public and received valuable input on areas where there were safety concerns. This input combined with 10 years of crash data, identified 5 key areas where our focus should be: vulnerable road users, arterial streets & signalized intersections, impaired and distracted driving, young drivers and speed. The plan developed by WSP and the City is a culmination of this effort over the last 12 months and it identified and prioritizes a set of Vision Zero street reconstruction projects and potential system-wide safety programs that the city can begin implementing as we move forward. After adoption of the Action Plan, the program

can be used to provide funding for Implementation Grants that implement projects and strategies identified in the Plan. Implementation Grant Funding may also include project-level planning and design activities and demonstration activities. Mr. Faust introduced Mr. David Church with WSP to highlight the findings and recommendations of the First City Vision Zero Acton Plan.

Commissioner Hingula:

- Looks like a pretty big undertaking, but I believe your department is ready to take it on

Mr. Faust:

- We are up for the undertaking and the plan provides a road map to add projects into the budget to work to make those improvements happen and reduce fatalities and serious injuries

Commissioner Bauder:

- Happy to see the step-by-step plan

Commissioner Wilson moved to adopt Resolution B-2382 adopting the First City Vision Zero Action Plan, as presented. Commissioner Pittman seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Bids, Contract and Agreements:

Consider Award of the 2024-2025 Salt Bid – Public Works Director Brian Faust presented for consideration approval for the purchase of up to 1,000 tons of salt for the 2024/2025 season from Central Salt LLC at a rate of \$58.32 per ton. Leavenworth County bids the purchase of salt each year and allows in the bid specifications for all cities within the county to purchase salt from the winning bidder at the awarded price. The county's bid opening was held on September 12, 2024 and Central Salt LLC out of Lyons, Kansas was the winning bidder. Public Works is utilizing salt brine to pretreat streets. Salt brine is applied before storm events and helps melt snow and ice from underneath. We initially started treating only the 'hot spots' but we have added significantly more capacity over the last year. As a result, we will be pretreating more streets in 2024/2025. The City currently has a significant stockpile of deicing material in our salt dome. Budget impact will depend on the severity of the winter season. Funding is available within the 2025 budget for purchasing the full 1,000 tons if needed.

Commissioner Hingula moved to approve the purchasing of rock salt from the Leavenworth County bid for rock salt at \$58.32 per ton for up to 1,000 tons from Central Salt LLC. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Consider Approval of the Design-Build Amendment for Construction of Fire Station No. 3 and WPC Administrative Office – Public Works Director Brian Faust presented for approval the design-build amendment with Julius Kaaz Construction Company for the Construction of Fire Station No. 3 and the WPC Administrative Office. The City previously programmed the replacement of Fire Station No. 3 due to the age of the structure, energy inefficiencies and to accommodate larger trucks along with ADA and gender-based requirements. In addition to the fire station, the assessment of our Wastewater Treatment Plant identified a need to relocate, for health and safety reasons, the WPC Administrative Office. In July of 2023 the City Commission approved an agreement with Julius Kaaz Construction for the initial design of the project. The designs for both the Fire Station and WPC have been reviewed by staff and the design-build

team has finalized construction costs based on these designs. The new Fire Station No. 3 will include 3 full bays for fire equipment and will have an overall footprint of approximately 9,444sf. Time to complete the construction of the Fire Station is set at 425 days. The WPC structure will be approximately 2,370sf with a construction schedule of 270 days. The City budgeted \$4.1M in the 2023 CIP for this project. The proposed 2024 CIP included \$4.5M for Fire Station No. 3 by Bond Proceeds and an additional \$775,000 from the Sewer Fund Operating Budget for the WPC Administration Office. WPC Administration Office cost for construction is \$754,120.56. This equates to \$318/sf based on a 2,370sf building. This is within the budgeted amount. Fire Station No. 3 cost for construction is \$4,898,435.25. This equates to \$519/sf based on a 9,444sf building. Budgeted amount was \$4.5M, but \$5M was borrowed for the project which will be sufficient for the construction of the new fire station. The construction cost shown will be a Guaranteed Maximum Price (GMP). Any project costs that exceed this amount will be absorbed by the contractor. There is also a liquidated damages clause in the amendment if the contract time is exceeded. As the Fire Department will be displaced during construction, damages are set at \$1,000/day. Impacts to operations at WPC are more limited and damages are set at \$250/day.

Mayor Martin:

- Asked if there have been any changes of a notable amount from the original

Mr. Faust:

- The budget amount was publicized with design-build bid, so it was a wants vs. needs design to function within the budget that was set

Commissioner Bauder:

- Asked about the bays being drive-thru for the fire trucks

Mr. Faust:

- The bays will be back-in, there are flood plain issues, and sizing and space limitations with a drive-thru bay

Commissioner Hingula:

- Asked about the square footage of the current Station No. 3

Chief Birch:

- Unsure of the actual square footage, but it is quite a bit smaller than the new one will be

Commissioner Hingula:

- Asked when does the Notice to Proceed get issued

Mr. Faust:

- There are some things that have to happen first for the fire station, but WPC is ready to go

Mr. Kitchens:

- We will need to demo the existing station, and relocate the fire staff and equipment before Notice to Proceed is issued

Mayor Martin:

- Thought the fire station would be larger, but hearing about the flood plain issues, it would make sense in the downsize

Mr. Kitchens:

- Initially the size of the station was too big and costly, so discussions and re-workings began to ensure the right-size station was built within the set cost

Commissioner Pittman moved to approve the amendment between the City of Leavenworth and Julius Kaaz Construction for the construction of Fire Station No. 3 and the WPC Administrative Building at the Guaranteed Maximum Prices (GMP) defined in the amendment and authorize the Mayor to sign the agreement. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

First Consideration Ordinances:

First Consideration Ordinance for Special Use Permit to Allow a Day Care Center at 1830 S. Broadway Street – Planning and Community Development Director Julie Hurley presented for first consideration an ordinance allowing a Special Use Permit for operation of a Day Care Center at 1830 S. Broadway Street. The property is currently zoned RMX, Residential Mixed Use District, and Day Care Centers are allowed in the RMX zoning district with the issuance of a Special Use Permit. The operator is licensed by the State of Kansas to care for a maximum of 12 children, dependent upon the ages of the children in care. The item was considered by the Planning Commission at their September 9, 2024 meeting. No one spoke during the public hearing. The Planning Commission took action on this item and voted 4-0 to recommend approval of the Special Use Permit. Ms. Hurley reviewed the Conditions of Determination and Commission Findings. Staff recommends approval of the Special Use Permit request based on the analysis and findings included herein, subject to the following conditions:

- 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
- A copy of the permanent Group Day Care Home license shall be provided annually upon renewal by the State of Kansas
- The operation shall be limited to a maximum of 12 children
- All playground equipment shall be within the enclosed fence area

Commissioner Hingula:

- Asked about the plans for that building
- Asked if the day care would occupy the entire building

Ms. Hurley:

- There have been several options reviewed by the property owner to do multiple things with the property
- The bulk of the building will be open, the day care will only use a small area

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

Consent Agenda:

Commissioner Hingula moved to approve Claims for September 6, 2024 through September 19, 2024, in the amount of \$2,197,197.57; Net amount for Payroll #18 effective September 6, 2024 in the amount of \$395,075.09 (No Police & Fire Pension). Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Other:

Interim City Manager Patrick Kitchens:

- Veterans Day Parade will occur downtown on November 11th

Commissioner Bauder:

- Sorry she missed Camp Leavenworth, looked like another great event

Commissioner Pittman:

- Camp Leavenworth was a great event and thanked all the departments for their effort to make it happen
- Appreciate the local vendors and food trucks

Commissioner Hingula:

- Thanked everyone who worked on Camp Leavenworth, it went really well
- Attended a cyber-attack EMP and water system symposium, encourage everyone to get interested in their water and water supplier; see what you can do to help

Commissioner Wilson:

- Thanked all who came out and participated in Camp Leavenworth, it was a huge success
- Special prayers for schools throughout our Nation

Mayor Martin:

- Camp Leavenworth was a great event
- October 28th will be the City of Leavenworth Business Symposium

Executive Session – Personnel Matter of Non-Elected Personnel – Mayor Martin moved to recess into executive session for a period of 10 minutes for the purpose of *discussion of a personnel matter, under the justification to discuss personnel matters of non-elected personnel* K.S.A. 75-4319 (b) 1. The City Commission, Human Resources Director and Interim City Manager will be present. The open meeting will resume in the City Commission Chambers at 7:07p.m. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

The City Commission returned to open session at 7:07 p.m.

Commissioner Wilson moved to authorize the Mayor to sign an employment contract with Scott Peterson as the City Manager for the City of Leavenworth commencing November 4, 2024. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

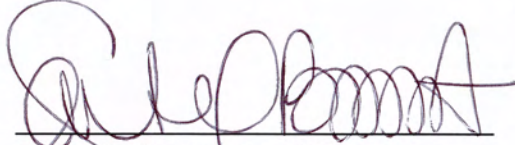
Adjournment:

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

Time Meeting Adjourned 7:08 p.m.
Minutes taken by City Clerk Sarah Bodensteiner, CMC

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8252
ALLOWING A SPECIAL USE FOR A CHILD CARE CENTER AT 1830 S. BROADWAY STREET**

OCTOBER 8, 2024



Sarah Bodenstener, CMC
City Clerk



Patrick Kitchens
Interim City Manager

BACKGROUND:

At the September 24, 2024 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 1830 S. BROADWAY STREET IN THE
CITY OF LEAVENWORTH, KANSAS.**

There have been no changes to the ordinance since first introduced. Ordinance No. 8252 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8252

(Summary Published in the Leavenworth Times on October 12, 2024)

ORDINANCE NO. 8252

AN ORDINANCE ALLOWING A SPECIAL USE FOR A CHILD CARE CENTER TO BE LOCATED AT 1830 S. BROADWAY 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 9th day of September, 2024 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas. The official date and time set as was published in the Leavenworth Times newspaper on the 15th day of August, 2024 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 in the RMX (Residential Mixed Use) zoning district located at 1830 S. Broadway 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:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE 6TH PM, CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89° 40' 31" WEST, ALL BEARINGS ARE FROM GPS OBSERVATION A DISTANCE OF 927.33 FEET, THENCE SOUTH 01° 02' 02" WEST A DISTANCE OF 885.60 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF PENNSYLVANIA AVENUE AND ALSO BEGINNING THE NORTHWEST CORNER OF A TRACT OF LAND RECORDED IN DEED BOOK 982, PAGE 704; THENCE SOUTH 01° 02' 02" WEST FOR A DISTANCE OF 270.70 FEET ALONG THE WEST LINE OF

SAID TRACT, DEED BOOK 982, PAGE 704, AND ALONG THE WEST LINE OF A TRACT OF LAND RECORDED IN DEED BOOK 716, PAGE 706 TO THE SOUTHWEST CORNER OF SAID TRACT BOOK 716, PAGE 706; THENCE NORTH 89° 42' 58" EAST FOR A DISTANCE OF 139.88 FEET ALONG THE SOUTH LINE OF SAID TRACT, DEED BOOK 716, PAGE 706 TO THE WESTERLY RIGHT OF WAY OF SOUTH BROADWAY, THENCE SOUTH 01° 02' 02" WEST FOR A DISTANCE OF 548.00 FEET ALONG SAID WESTERLY RIGHT OF WAY TO THE NORTH RIGHT OF WAY LINE OF REES STREET; THENCE SOUTH 89° 33' 52" WEST FOR A DISTANCE OF 544.01 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY OF GARLAND STREET, ALSO BEING THE EAST LINE OF S.H. HOLMES PLEASANT VIEW SUBDIVISION; THENCE NORTH 01° 32' 06" EAST FOR A DISTANCE OF 819.71 FEET ALONG SAID RIGHT OF WAY TO THE SOUTH RIGHT OF WAY LINE OF PENNSYLVANIA AVENUE, THENCE NORTH 89° 42' 58" EAST FOR A DISTANCE OF 396.92 FEET ALONG SAID SOUTH RIGHT OF WAY LINE, TO THE POINT OF BEGINNING. TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD. And more commonly referred to as 1830 S. Broadway Street, Leavenworth, Kansas.

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

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

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 October, 2024.

Griff Martin, Mayor

{Seal}

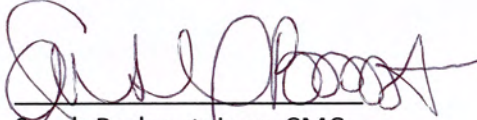
ATTEST:

Sarah Bodensteiner, CMC, City Clerk

**POLICY REPORT
CONSIDER CEREAL MALT BEVERAGE LICENSE FOR
FAST TRACK AT 3122 S. 4TH STREET**

OCTOBER 8, 2024

Prepared by:



Sarah Bodensteiner, CMC
City Clerk

Reviewed by:



Patrick Kitchens
Interim City Manager

ISSUE:

Consider approving the issuance of a 2024 Cereal Malt Beverage (CMB) License to Fast Track located at 3122 S. 4th Street.

BACKGROUND:

The convenience store previously known as Minit Mart has been sold and a new Cereal Malt Beverage License is required for the new owner to offer for sale cereal malt beverages. The new owner has submitted the application for an off premise consumption Cereal Malt Beverage License for the location in town. The Police Department has reviewed and approved the application.

STAFF RECOMMENDATIONS:

Staff recommends approving the issuance of the CMB license.

ACTION:

Motion to approve the issuance of a 2024 off premise consumption Cereal Malt Beverage License for Fast Track, located at 3122 S. 4th Street.

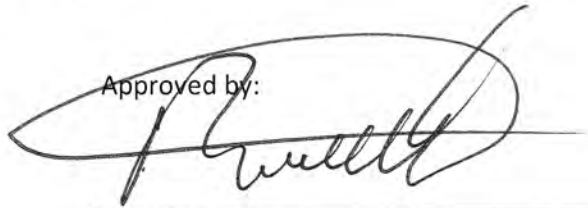
Policy Report
Finance No. 23-05
Audit Services
October 8, 2024

Prepared by:



Roberta Beier
Finance Director

Approved by:



Patrick Kitchens
Interim City Manager

Issue:

The issue before the City Commission is to consider engaging a Certified Public Accountant (CPA) firm to audit the City's 2024 financial records, including the financial records of the Leavenworth Housing Authority, with the option of four (4) one-year renewals.

Background:

The City engages a CPA firm to provide professional auditing services of the City's financial records in accordance with Generally Accepted Accounting Principles (GAAP), General Accepted Auditing Standards, the Office of Management and Budget (OMB) Compliance Supplement, and the Kansas Municipal Audit and Accounting Guide (KMAAG).

In 2019, the City selected Cochran Head Vick & Co., P.A. (Cochran) to complete audit services for the 2019 Annual Comprehensive Finance Report (ACFR), perform a Single Audit on qualified federal grant programs, and perform agreed upon procedures with relation to submitting the Leavenworth Housing Authority's audited financial statements to the U.S. Department of Housing and Urban Development (HUD) through HUD's Real Estate Assessment Center (REAC). Subsequently, Cochran merged with Hood & Associates CPAs, PC and the name of the firm became Hood & Associates CPA, PC (H&A). The engagement allowed for four (4) one-year renewals, which were all executed. Therefore, H&A (previously Cochran) has satisfactorily completed the City's audit services for the last five years.

The City policy is to solicit audit services every five (5) years. Staff prepared a Request for Proposal (RFP) for 2024 services, including four (4) one-year renewals. Staff advertised in the newspaper and sent requests for proposals to twelve (12) CPA firms. The City received proposals from three of those firms. The following is a list of the firms that submitted qualified proposals:

- Hood & Associates (H&A), Kansas City, MO
- Allen, Gibbs & Houlik, L.C. (AGH), Overland Park, KS
- BT&Co., P.A., Topeka, KS

The proposals were reviewed by a review team that consisted of the Finance Director, Deputy Finance Director, and Assistant City Manager. The review team evaluated each proposal based on

- Technical Qualifications
- Expertise & Experience
- Audit Approach
- Price

The considerations for technical qualifications included government auditing, peer reviews, quality control measures, licensing, and independence.

Experience and expertise considerations included ACFR, single audit, city audit, and housing audit experience; years of experience of the proposed audit team; experience auditing Kansas cities; and professional membership affiliations.

Audit approach considerations included techniques used to determine the scope of the audit, detailed fee schedule and number of hours, reports to be issued, expected completion dates, timing, and expected level of assistance from City Staff.

Based on the results of the review, the review team selected Hood & Associates to perform the following services:

Service to be Provided	Cost per Hour	Estimated # of hours, per 2023 services	Extended Price
Audit of City’s Financial Statements	N/A		\$46,050
Single Audit	N/A		\$5,020
Total All Inclusive Maximum Fee for Audits			\$51,070
REAC Submission	\$150	32 hours	\$4,800
Total (based on estimated hours for REAC submission)			\$55,870

The all-inclusive maxim fee for the four (4) one-year renewal periods will be: 2025 - \$52,600; 2026 - \$54,200; 2027 - \$55,800; and 2028 - \$57,500.

The REAC submission will be charged on the basis of actual hours worked. The fee for that service in the renewal periods will be: 2025 - \$155/hour; 2026 - \$160/hour; 2027 - \$165/hour; and 2028 - \$170/hour.

Budget Impact:

During the 2025 Operating Budget process, the City Commission approved \$75,000 for financial services, which includes approximately \$69,000 for audit services and \$6,000 for other financial services.


Recommendation:

Staff recommends the City Commission authorize Staff to award the contract for 2024 audit services in the maximum amount of \$51,070 and 2024 REAC submission service in the maximum amount of \$150 per hour, to Hood & Associates CPAs, PC.

**POLICY REPORT NO. 24-35
APPROVE 2025 LANDFILL SERVICES CONTRACT
WITH WASTE MANAGEMENT**

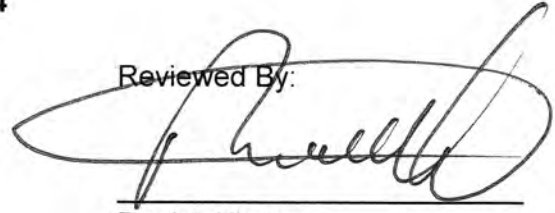
October 8, 2024

Prepared By:



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

Reviewed By:



Patrick Kitchens,
Interim City Manager

ISSUE:

Consider approval of the refuse disposal contract with Waste Management (WM) for 2025.

BACKGROUND:

The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950s. The City disposes, on average, 11,500 tons of municipal solid waste each year. This waste is collected by City employees and placed into City-operated trucks and transported to a state-approved disposal site. In addition to the MSW, the City disposes of approximately 5,000 tons of special waste (sludge/grit) from the Wastewater Treatment Plant (WWTP).

The City has been using the Waste Management landfill in Shawnee since January 2019. In extreme weather conditions and to address staffing shortages, the City will occasionally haul to the Leavenworth County Transfer Station. The rates at the transfer station are significantly higher than WM so we limit our usage of the transfer station. The County's rate for 2024 is \$64/ton with additional increases possible. There have also been numerous times during the week that the transfer station is unable to accept our MSW.

In 2025, the cost to dispose of MSW at Waste Management is increasing from \$31.80/ton to \$33.39/ton (5% increase) while the cost for special waste remains at \$56.04/ton.

When evaluating our options for 2024, WM proposed both a 1-year contract and a multi-year agreement (3-year) with annual increases based off the Customer Price Index (CPI).

Staff is currently evaluating long-term options for hauling and disposal of our MSW and feel that the one-year option with WM is appropriate while we investigate options moving forward.

BUDGET IMPACTS:

The increase will cost an additional \$18,285 for MSW.

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the 1-year contract with Waste Management for refuse disposal. The costs for 2025 are \$33.39/ton for municipal solid waste and \$56.04/ton for special waste.

ATTACHMENTS:

Waste Management Disposal Services Agreement



INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT

Table with 2 columns: Field (COMPANY, Address, Signed, Name/Title, Effective Date) and Value (Waste Management of Kansas, Inc., 2601 Midwest Drive, Kansas City, KS 66111, Jan. 1, 2025)

Table with 2 columns: Field (CUSTOMER, Address, Signed, Name/Title, Initial Term) and Value (City of Leavenworth, Kansas, 100 North 5th Street, Leavenworth, KS 66048, 12-month agreement commencing on 1/1/2025)

AGREEMENT

This INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement")...

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with disposal services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste").

analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste.

Company may upon four (4) hours oral or written notice to the Customer, suspend the Wastewater Materials disposal services provided hereunder if, in its sole discretion, Company determines that acceptance of the additional volume of Wastewater Materials is not in Company or Company's affiliate's disposal facility's best interests.

3. TERM OF AGREEMENT; RIGHT TO PROVIDE COMPETING OFFERS. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations;

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term.

federal laws or regulations, including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Increases in Charges for reasons other than as provided above require the consent of Customer which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section 4 may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Nonconforming Waste or other materials that are deleterious or capable of causing material damage to any part of Company's property, its

personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

(c) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Nonconforming Waste, and/or all or part of non-conforming loads. In the event costs of processing recyclables exceeds the commodity value, a recyclable material offset will be charged per ton.

12. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer.

13. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

14. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

15. EQUIPMENT. All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

16. CONFIDENTIALITY. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

17. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

