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Welcome To Your City Commission Meeting - Please turn off or silence all cell phones during the commission meeting.  
*Meetings are televised everyday on Channel 2 at 7 p.m. and midnight*

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

**PRESENTATIONS:**

1. Proclamations (pg. 2)
  - a. Vietnam Veterans Day March 29, 2018
  - b. National Library Week April 8-14, 2018
  - c. Spring Clean-Up April 7, 2018

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**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

2. Minutes from March 13, 2018 Regular Meeting **Action:** Motion (pg. 5)

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**NEW BUSINESS:**

**Citizen Participation:** *(i.e. Items not listed on the agenda or receipt of petitions- Please state your name and address)*

**General Items:**

3. Consider Reduction in Fees 1813 Cleveland Ter **Action:** Motion (pg. 10)
4. Port Authority Appointee Review **Action:** Motion (pg. 24)
5. Consider 2018 Federal Legislative Program **Action:** Motion (pg. 34)

**Resolutions**

6. Resolution B-2191 for RFCC Stone Restoration Temporary Notes **Action:** Motion (pg. 43)
7. Resolution B-2192 for New Lawrence Road Temporary Notes **Action:** Motion (pg. 53)
8. Resolution B-2193 Approve Revised Admissions & Continued Occupancy Policy for the Public Housing Program **Action:** Motion (pg. 59)

**Bids, Contracts and Agreements:**

9. Consider Renewal of Fire Investigation Inter-Local Agreement **Action:** Motion (pg. 87)
10. Consider Supplemental Agreement 2 with KDOT for FFE funds **Action:** Motion (pg. 92)
11. Purchase IT Storage Capacity **Action:** Motion (pg. 96)

**First Consideration Ordinances:**

12. First Consideration Ordinance Special Use Permit Child Care Center 1922 5<sup>th</sup> Ave **Action:** Consensus (pg. 98)
13. First Consideration Ordinance Street Name Change Sheridan Ave to Sheridan St **Action:** Consensus (pg. 115)

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**Consent Agenda:**

Claims for March 10, 2018 through March 23, 2018 in the amount of \$366,430.13; Net amount for Pay #6 effective March 16, 2018 in the amount of \$323,382.45 (Includes Police & Fire Pension of \$11,572.36). **Action:** Motion

**Other Items:**

**Adjourn:** **Action:** Motion

# City of Leavenworth, Kansas



## Proclamation

- WHEREAS,** *Members of the United States Armed Forces began serving in an advisory role to the Government of the Republic of South Vietnam in 1961; and*
- WHEREAS,** *in 1965, United States Armed Forces ground combat units arrived in Vietnam; and*
- WHEREAS,** *by the end of 1965, there were 80,000 United States troops in Vietnam, and by 1969, a peak of approximately 543,000 troops was reached; and*
- WHEREAS,** *on January 27, 1973, the Treaty of Paris was signed, which required the release of all United States prisoners of war held in North Vietnam and the withdrawal of all United States Armed Forces from South Vietnam; and*
- WHEREAS,** *more than 58,000 members of the United States Armed Forces lost their lives in Vietnam and more than 300,000 members of the Armed Forces were wounded; and*
- WHEREAS,** *The Vietnam War was an extremely divisive issue among the people of the United States and was also a conflict that caused a generation of veterans to wait too long for the United States public to acknowledge and honor the efforts and services of such veterans.*
- NOW, THEREFORE,** *I, Mark Preisinger, Mayor of the City of Leavenworth, Kansas hereby proclaim March 29, 2018 to be:*

## Welcome Home Vietnam Veterans Day

*I encourage all residents to observe appropriate ceremonies and activities to provide appreciation to the Vietnam War veterans.*

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

\_\_\_\_\_  
*Mark Preisinger, Mayor*

ATTEST:

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

# City of Leavenworth, Kansas



## Proclamation

**WHEREAS,** *libraries are not just about what they have for people, but what they do for and with people; and*

**WHEREAS,** *libraries have long served as trusted and treasured institutions, and library workers and librarians fuel efforts to better their communities, campuses, and schools; and*

**WHEREAS,** *librarians are leaders in their institutions and organizations, in their communities, in the nation, and in the world; and*

**WHEREAS,** *librarians continue to lead the way in leveling the playing field for all who seek information and access to technologies; and*

**WHEREAS,** *libraries and librarians look beyond their traditional roles and provide transformative opportunities for education, employment, entrepreneurship, empowerment, and engagement, as well as new services that connect closely with patrons' needs; and*

**WHEREAS,** *libraries, librarians, library workers, and supporters across America are celebrating National Library Week.*

**NOW, THEREFORE,** *I, Mark Preisinger, Mayor of the City of Leavenworth, Kansas hereby proclaim April 8-14, 2018 as:*

## National Library Week

*I encourage all residents to visit the library this week, explore what's new at your library, and engage with your librarian. Because of you and library leaders, Libraries Transform.*

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

\_\_\_\_\_  
*Mark Preisinger, Mayor*

ATTEST:

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

# City of Leavenworth, Kansas



## Proclamation

**WHEREAS,** *the Leavenworth City Commission is committed to working toward making the City of Leavenworth the most attractive, livable, healthy, and vibrant community possible; and*

**WHEREAS,** *your elected leaders realize it takes the good will and hard work of all citizens to achieve such lofty visions and are therefore encouraging all Leavenworth citizens to assume responsibility in maintaining a clean and attractive neighborhood environment; and*

**WHEREAS,** *such collaborative efforts can serve to foster a sense of community, invigorate a sense of pride about the community, serve as an opportunity for organizational and leadership skill development, and reinforce the virtue of personal responsibility, while resulting in a more attractive community with a higher quality of life; and*

**WHEREAS,** *the "Spring Clean-Up" kick-off will be held on Saturday, April 7, 2018 at 8:30 a.m. with a ceremony at Warren Middle School.*

**NOW, THEREFORE,** *I Mark Preisinger, Mayor of the City of Leavenworth, Kansas hereby proclaim April 7, 2018 to be:*

## Leavenworth Spring Clean-up Day

*I urge all of our citizens to work toward protecting our environment and to join in efforts to preserve the attractiveness of our community.*

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

\_\_\_\_\_  
Mark Preisinger, Mayor

ATTEST:

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



**CALL TO ORDER** - The Governing Body met in regular session and the following commission members were present: Mayor Mark Preisinger, Mayor Pro-Tem Jermaine Wilson, Commissioners Nancy Bauder, Larry Dedeke and Myron J. (Mike) Griswold.

**Others present:** City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Deputy Public Works Director Mike Hooper, Chief Building Inspector Harold Burdette, HR Director Lona Lanter, City Planner Julie Hurley, Finance Director Ruby Maline, Parks Superintendent Brian Bailey, Parks & Recreation Director Steve Grant, Deputy Chief of Police Major Dan Nicodemus, Fire Chief Gary Birch, City Attorney David E. Waters, Deputy City Clerk Cary Collins and City Clerk Carla K. Williamson.

Mayor Preisinger opened the meeting with the pledge of allegiance followed by silent meditation.

**PRESENTATIONS:**

A letter was presented to Tisha Swart-Entwistle for her work on the First City Film Festival along with a City coin.

Ms. Swart-Entwistle discussed the upcoming event being held March 22- March 25, 2018. This will be the first annual First City Film Festival.

**New Employee Welcome:**

Robert Turner – Solid Waste Collector  
Jamie Wilder – Solid Waste Collector  
Cherri Benson – Records Clerk  
Chase Hundley – Firefighter  
Cameron Davenport – Solid Waste Collector  
John Baragary – Equipment Operator I – Streets (not present)

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

Commissioner Dedeke moved to approve the minutes from the February 27, 2018 regular meeting as presented. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

**Second Consideration Ordinances:**

**Second Consideration Ordinance No 8071 to Amend Sec. 110-40 Trafficways** - City Manager Paul Kramer stated that the Ordinance was introduced on first consideration at the February 27, 2018 meeting. Ordinance No. 8071 was presented for second consideration and roll call vote.

Mayor Preisinger called the roll and Ordinance No. 8071 was unanimously approved 5-0.

**Second Consideration Ordinance 8072 to Amend Chapter 78 Peddlers, Solicitors and Transient Merchants-** City Manager Paul Kramer stated that the Ordinance was introduced on first consideration at the February 27, 2018 meeting. Ordinance No. 8072 was presented for second consideration and roll call vote.

Mayor Preisinger called the roll and Ordinance No. 8072 was unanimously approved 5-0.

**NEW BUSINESS:**

**Citizen Participation:**

**Julie Martinez property owner of 1420 Central**

Ms. Martinez addressed the Commission regarding problems at the property located at 1415 and 1419 Central

- Calling code enforcement since August 2017
- Tires stored on property
- Trailer filled with trash
- Empty buckets
- Cars on lawn
- West Nile and zika virus hazards from water standing in tires and buckets
- Heavy traffic increases in the alley during the night
- Would like to request no parking signs in alley and speed bump
- Would donate to the cost of the speed bump
- Code enforcement has been very kind but would like to suggest an increase in the fines for violators
- There is no increase in fines for repeat violation
- Tenants at 1415 Central have now moved out - evicted
- Animal control has had repeated visits to property
- Pit bull breeding operations has ceased since eviction of renters
- Multiple people living in the house
- No rules in Leavenworth on how many unrelated people can live in a home
- She is now leaving Leavenworth because of these issues

Mayor Preisinger asked the City Manager to look into the issues and report finding to the Commission

**General Items:**

**Public Hearing – Fire Damaged Structure 850 Sherman Avenue**

- **Open Public Hearing**

Commissioner Dedeke moved to open the public hearing. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

- **Comments from Public and Staff**

Deputy Public Works Director Mike Hooper provided the following information to the Commission:

- On November 5, 2017 the structure at 850 Sherman was damaged by fire
- The City received \$5,716.64 from the insurance company as 15% of the proceeds from the claim
- On January 23, 2018 the City Commission passed Resolution B-2186 setting the public hearing as March 13, 2018
- On February 26, 2018 the property owner obtained a demolition permit
- The structure has been demolished and grading and seeding is still required
- Staff would recommend that the City Commission authorize staff to release the insurance proceeds upon the completion of the grading and seeding of the site

- **Close Public Hearing**

Commissioner Dedeker moved to close the public hearing. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Commissioner Dedeker moved to authorize staff to release the insurance proceeds upon completion of the grading and seeding of the site. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

**Review Property on Demolition List – 800 Miami Street** – City Planner Julie Hurley presented an update on the property at 800 Miami Street. On October 10, 2017 the City Commission passed Resolution B-2179 finding eight (8) properties to be unsafe or dangerous and directed the structures to be repaired or removed. 800 Miami Street was one of those properties. On December 12, 2017 the City Commission gave an extension of March 1, 2018 to have all repairs completed on 800 Miami Street per the signed remediation agreement. The owner has made repairs to include doors and windows, siding and painting. A permit to replace the roof was obtained on March 1, 2018. As of March 8, 2018 the roof has not been replaced and the soffits/eaves have not been repaired. Ms. Hurley had pictures taken on the morning of the meeting for the Commission to review. The repair of the roof was completed as of March 13, 2018; however, the repair of the soffits and eaves still need repair. Staff would recommend removal from the list and staff will monitor the remaining minor repairs.

Commissioner Griswold stated that he had a problem with removing the property from the demolition list and would rather give an extension and stated that there should be a standard. Mayor Preisinger was in agreement with Commissioner Griswold and stated that this is a bank/corporation that signed the remediation agreement. Mayor Preisinger would recommend giving them another 45 days but keeping it on the demolition list. Commissioner Dedeker asked who would have done this work during the last 2 weeks with the weather that we have had and was in favor of removing from the demolition list. Mayor Preisinger stated that we have had warm days since November when the remediation agreement was signed.

Commissioner Griswold moved to keep the property at 800 Miami Street on the demolition list for another 45 days to get the repairs done. Commissioner Wilson seconded the motion and was approved 4-1 with Commissioner Dedeke voting no. The Mayor declared the motion carried 4-1.

**Consider Downtown Street Closure for Homecoming Parade** – Deputy Chief of Police Major Dan Nicodemus presented for consideration the closure of streets in the downtown Central Business District on Friday, September 28, 2018 for the 2018 Leavenworth Homecoming Parade. The Commission has the option to add this to the list of approved street closures that do not require annual approval such as the Veteran’s Day parade and the St. Patrick’s Day parade.

Commissioner Bauder moved to allow the downtown street closure for the Homecoming parade and add it to the exemption list for parades. Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

**Bids, Contracts and Agreements:**

**Consider Bids for Purchase of Tractor for Parks Department** – Parks Superintendent Brian Bailey presented for consideration the purchase of a replacement tractor for the parks department by utilizing the State of Kansas Cooperative Purchasing program. Staff recommends approval of the purchase of a 5090M Utility Tractor in the amount of \$52,396.04 from Heritage Tractor of Smithville, Mo.

Commissioner Griswold moved to approve the purchase of one 2018 John Deere 5090M Utility Tractor in the amount not to exceed \$52,396.04 from Heritage Tractor. Commissioner Wilson seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

**Consider Sole Source Purchase of Extrication Rescue Tools for Fire Department** – Fire Chief Gary Birch presented for consideration a sole source purchase of Hurst Rescue tools through Danko Emergency Equipment in the amount of \$26,472.38 and the purchase of Paratech 3 air bag set with controller from FELD Fire in the amount of \$4,234.00.

Commissioner Bauder moved to approve the purchase of Hurst Rescue tools through Danko Emergency Equipment in the amount not to exceed \$26,472.38 and the purchase of Paratech 3 air bag set with controller from FELD Fire in the amount not to exceed \$4,234.00. Commissioner Griswold seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

**Consider Bids for Replacement Police Vehicles** – Deputy Chief of Police Major Dan Nicodemus presented for consideration the purchase of three police patrol sedans from Olathe Dodge in the amount of \$88,248.00. The following bids were received:

Bidder	Location	Bid	Comments
Olathe Dodge	Olathe KS	\$88,248.00	
Zeck Ford	Leavenworth KS	\$84,000.00	Did not meet the minimum specifications

Commissioner Griswold moved to approve the purchase of three 2018 Dodge Charger 4-door sedans from Olathe Dodge at a price of \$29,416.00 each; total cost of \$88,248.00. Commissioner



Wilson seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

**CONSENT AGENDA:**

Commissioner Griswold moved to approve claims for February 24, 2018 through March 9, 2018 in the amount of \$1,199,901.25; Net amount for Pay #5 effective March 2, 2018 in the amount of \$316,523.72 (No Police & Fire Pension). Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

**Other:**

Commissioner Wilson asked if there could be a Study Session with Code Enforcement on fines for violations. Mayor Preisinger asked that we have the City Manager take a look at the issues. City Attorney Waters stated that there are caps on the amounts that can be charged in municipal court. There is legislation in the house right now (HB2506) to increase the powers of cities to take care of abandoned properties. Commissioner Griswold would like to take a look at code enforcement a little closer at a later date.

**Adjourn:**

Commissioner Dedeke moved to adjourn the meeting. Commissioner Wilson seconded the motion and was unanimously approved. The Mayor declared the motion carried and the meeting adjourned.

Time Meeting Adjourned 8:07 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

**POLICY REPORT  
REQUEST TO REDUCE SPECIAL ASSESSMENTS  
1813 CLEVELAND TERRACE**

**MARCH 27, 2018**

Reviewed by:



Carla K. Williamson, CMC,  
City Clerk

Reviewed by:



Paul Kramer  
City Manager

**ISSUE:**

On March 13, 2018 Mr. Benjamin Casad requested that the City Commission consider a request to reduce the special assessment assessed to the 2013 tax statement in the amount of \$879.07 on the property he owns located at 1813 Cleveland Terrace.

**BACKGROUND:**

Mr. Casad purchased the property at the January 23, 2013 tax sale. At that time there were two liens that had been placed against the property for nuisance abatements totaling \$879.07. At the beginning of the sale it is always announced to potential buyers that the City may have liens against the property that would be levied against the property as special assessment to the current year's tax statement.

The two liens against the property were for the following:

<b>Date of Mowing</b>	<b>Cost of Mowing</b>	<b>Admin</b>	<b>Total</b>
April 28, 2012	\$9.69	\$100.00	\$109.69
May 26, 2012	\$9.69	\$250.00	\$259.69
November 28, 2012	<u>\$9.69</u>	<u>\$500.00</u>	<u>\$509.69</u>
Total Fees	\$29.07	\$850.00	\$879.07

A lien in the amount of \$369.38 was placed on the property and filed with the Register of Deeds on September 7, 2012 and a second lien was placed in the amount of \$509.69 on November 28, 2012.

In the past, the City Commission has reduced the fees for similar requests, to the cost of the mowing and a \$100.00 administration fee per assessment period. This would reduce the 2013 Special Assessments from \$879.07 to \$129.07.

**ACTION:**

- Deny the request
- Reduce the 2013 Special Assessments on the property at 1813 Cleveland Terrace from \$879.07 to \$129.07
- Reduce the 2013 Special Assessments to different amount

**ATTACHMENT:**

Breakdown of mowing dates, fees and actions filed  
Letter from Benjamin Casad  
2013 Real Estate Tax Statement  
Copies of Lien Filings

## 1813 Cleveland Terr

<b>Date of Mowing</b>	<b>Cost of Mowing</b>	<b>Admin</b>	<b>Total</b>
April 28, 2012	\$9.69	\$100.00	\$109.69
May 26, 2012	\$9.69	\$250.00	\$259.69
November 28, 2012	<u>\$9.69</u>	<u>\$500.00</u>	<u>\$509.69</u>
<b>Total Fees</b>	<b>\$29.07</b>	<b>\$850.00</b>	<b>\$879.07</b>

Mortgage liens were filed on the above fees with the Register of Deeds on the following dates prior to the Tax Sale

<b>File Date</b>	<b>Amount</b>	<b>Document No.</b>
September 7, 2012	\$369.38	2012R08280
November 28, 2012	\$509.69	2012R11273

*Ordinance 7912 passed 12/11/2012 Recorded 12/19/2012*

*Document No. 2012R12030*

Ordinance 7912 was filed with the County Clerk on 8/15/2013 to apply to the 2013 Taxes

*Propose to reduce the fee to the actual cost of Mowing and \$100.00 Admin Fee*

<b>Cost of Mowing</b>	<b>Admin</b>	<b>Total</b>
\$29.07	\$100.00	\$129.07

Reduce from \$879.07 to \$129.07

To: Ms. Carla Williamson  
Re: Proposal for consideration by City Commission 1813 Cleveland Terr. Leavenworth, KS  
From: Benjamin Casad  
Date: March 13, 2018

To the Leavenworth City Commission,

I purchased a vacant lot at 1813 Cleveland Terr. Leavenworth, KS. There is a nuisance abatement special assessment of \$879 that became a lien on the property although the underlying charges occurred before I owned the property. Since I have owned the property I have been keeping it mowed. I am asking the city commission to reduce the assessment as much as possible. My long term goal is to build a house on that property. If I am successful in that goal, the project would obviously expend the property tax base.

I would like to make the following proposal to the city commission. If the nuisance assessment can be reduced I will invest the amount of the reduction into the property. There are several projects that could be done on the lot to improve its appearance and utility. These projects include the removal of large tree limbs that have fallen over, surveying, landscaping and other matters. I anticipate these projects will cost far more than the amount of any reduction in the assessment. I believe a reduction in the assessment is reasonable because 1) I was not the owner when the mowing costs were incurred and 2) As outlined in this letter, a reduction in the assessment will help facilitate development of the property.

I am hoping the commission will consider this request as soon as it is feasible to consider.

Sincerely,

Benjamin Casad

## Carla Williamson

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**From:** Ben Casad- <[REDACTED]>  
**Sent:** Tuesday, March 13, 2018 4:37 PM  
**To:** Carla Williamson  
**Subject:** Proposal for City Commission  
**Attachments:** Letter to City Commission.pdf

Dear Ms. Williamson,

Attached, please find a proposal and written request for hearing in the City commission. It is in PDF format. I will go ahead and mail a hard copy as well.  
Thank you so much for all your help!

sincerely, Ben Casad


2013 Real Estate Tax Statement # 16159

Tax ID 2013 1-10035

Leavenworth County Treasurer  
 Janice L. Van Parys  
 300 Walnut St Ste 105  
 Leavenworth, Ks. 66048-2725

ASSESSMENT	LEVY	159.452	
CLASS	LAND	IMPROVEMENT	TAX
V	1,408		224.51
Total Val		1,408	Tax 224.51

M  
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 O

  
 CASAD, BENJAMIN N; IRA  
 7943 REINHARDT  
 PRAIRIE VILLAGE KS 66208-1137

SPECIAL ASSESSMENT	AMOUNT
Lv city ord	879.07

**PAYMENT INSTRUCTIONS**  
 TREASURER'S PHONE: 913-684-0434  
 Make checks payable to Leavenworth County Treasurer. Interest will be charged after due date, if personal tax becomes delinquent the full tax becomes due. TREASURER IS NOT RESPONSIBLE FOR OMISSIONS, PLEASE MAKE SURE THAT ALL YOUR PROPERTY IS LISTED.

DISTRIBUTION OF TAX	TAX AMT
USD 453 - GENERAL	28.16
USD 453 - OTHER	41.68
USD 453 - BOND/INT	27.81
STATE	2.11
LEAVENWORTH COUNTY	51.49
LEAVENWORTH CITY	73.26

**PROPERTY INFORMATION**  
 TAX UNIT 001 City-LEAVENWORTH CITY  
 USD 453 CAMA # 101-02-0-10-21-005.00-0  
 Prop Addr: 1813 CLEVELAND TER 66048  
 Subd-FENNS BROADWAY Blk-10  
 FENNS BROADWAY SUB , BLOCK 10 , LTS 18  
 &19 & W1/2 VAC ALLEY ADJ

Pay at <a href="http://www.kansastreasurers.org">www.kansastreasurers.org</a>	
<b>TOTAL TAX DUE</b>	<b>1,103.58</b>
Past due 12/20/2013	1,103.58
Pay at <a href="http://www.officialpayments.com">www.officialpayments.com</a>	
<b>Deliq Yrs: 2013</b>	
Deliq total 03/08/2018: 1,397.06	

Please remit appropriate payment stub with payment

LEAVENWORTH COUNTY  
 FULL PAYMENT  
 DUE 12/20/2013  
 STATEMENT # 16159  
 Full Amt 1,103.58

Tax ID # 2013 1-10035

CASAD, BENJAMIN N; IRA  
 Dlq Yrs: 2013



20130001615912

NO STATEMENT FOR SECOND HALF WILL BE MAILED.



**FILED**

**AUG 15 2013**

**LEAVENWORTH COUNTY KANSAS  
COUNTY CLERK**

August 15, 2013

Janet Klasinski  
Leavenworth County Clerk  
300 Walnut Street  
Leavenworth, Kansas 66048

Reference: Ordinance for Special Assessments 2013 Tax Rolls

Attached are three Ordinances passed by the Leavenworth City Commission levying special assessments. Please include these assessments in the 2013 tax rolls.

- Ordinance No. 7912 – Ordinance levying and assessing special assessments for nuisances
- Ordinance No. 7925 – Ordinance levying and assessing special assessments for Demolition
- Ordinance No. 7926 – Ordinance levying and assessing special assessments for nuisances

Thank you,

*Carla K. Williamson*  
Carla K. Williamson  
Deputy City Clerk





\* 2 0 1 2 R 1 2 0 3 0 5 \*

Doc #: 2012R12030

STACY R. DRISCOLL/REGISTER OF DEEDS  
LEAVENWORTH COUNTY

RECORDED ON

12/19/2012 12:45PM

RECORDING FEE: 24.00

INDEBTEDNESS: 0.00

PAGES: 5

ORDINANCE NO. 7912

AN ORDINANCE LEVYING AND ASSESSING SPECIAL ASSESSMENTS FOR CERTAIN LOTS, PIECES AND TRACTS OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, FOR THE PURPOSE OF PAYING THE COSTS OF ABATEMENT OF NUISANCES AND PRESCRIBING FOR PAYMENT AND COLLECTION OF SAID ASSESSMENTS.

WHEREAS, by due and legal proceedings heretofore carried into effect by the City of Leavenworth, Kansas, certain nuisances have been abated, and

WHEREAS, several lots pieces, parcels and tracts of land hereinafter set forth are legally liable to pay the costs or proportionate costs hereof as provided by the Code of the City of Leavenworth, Kansas, and

WHEREAS, the cost of such abatement has been ascertained as provided by law and fixed and distributed and apportioned as in this ordinance set forth.

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

Section 1. That for the purpose of paying the costs of abatement of nuisances in the City of Leavenworth, Kansas, there shall be and hereby is apportioned to be levied and assessed on and against several lots, pieces, parcels and tracts of land liable; therefore, special assessments hereinafter set out in such amounts, as are set out as follows:

SEE ATTACHED GRASS AND WEEDS NUISANCE ASSESSMENTS – EXHIBIT A

Section 2. Such amounts so levied and assessed are set forth in Section 1 of this ordinance, shall be due and payable from and after publication of this ordinance, and the City Clerk shall certify same to the County Clerk for collection as other special assessments are collected and such amounts so certified shall be placed on the tax rolls and collected as special assessments.

Section 3. This ordinance shall take effect and be in force from and after its approval, passage and publication in the official newspaper of the City of Leavenworth, Kansas, as provided by law.

Passed by the Leavenworth City Commission on this 11th day of December, 2012.

*Larry Dedeker*

Larry Dedeker, Mayor

ATTEST

*Karen J. Logan*

Karen J. Logan, MMC, City Clerk



Published in The Leavenworth Times  
Date of Publication: December 14, 2012

LVC 1  
24.00 Charge



Owner of Record	Fee	Legal Descr	Prop ID	Prop Address
<del>EN BECHTOLD</del>	<del>\$ 388.78</del>	<del>FACKLERS ADDITION, BLOCK 25, Lot 11, Sec 0, Range 0 Total</del>	<del>0772603017006000</del>	<del>418 VINE ST Pd 5-30-13</del>
ENISE FLOKOS ELLEN TYSON	\$ 112.01	FACKLERS ADDITION, BLOCK 27, LT 3 EXC ELY3' & ALL LT 4 (SC, Sub FACKLERS ADDITION, Sec 0, Range 0 Total	0773603018003000	513 ARCH ST
OLS COMPANY INC ATTN: DAN SPROWL	\$ 1,941.75	DAY'S SUBDIVISION, BLOCK 16, Lot 16, Sub DAY'S SUBDIVISION, Sec 0, Range 0 Total	0773603025011000	572 PROSPECT ST
JEFFREY D CAMPBELL	\$ 133.04	FACKLERS ADDITION, BLOCK 17, ELY10'LT 13 & ALL LT 14 & WLY, Sub FACKLERS ADDITION, Sec 0, Range 0 Total	0773603028011000	302 ELM ST
DAVID ROY SANTEE	\$ 1,455.32	DAY'S SUBDIVISION, BLOCK 18, W1/2 LT 6 & ALL LT 7, Sub DAY'S SUBDIVISION, Sec 0, Range 0 Total	0773603039004000	615 PROSPECT ST
SHARLA AND CAMERON ERLANDSON	\$ 462.90	FACKLERS ADDITION, BLOCK 11, Lot 14 - 16, Sub FACKLERS ADDITION, Sec 0, Range 0 Total	0773604005013000	1318 S 2ND ST
<del>WILLIAM ENYARD</del>	<del>\$ 417.64</del>	<del>HEIM RPLT WACKER'S SUB, BLOCK 2, Lot 13, Sub HEIM REPLAT OF WACKER'S SUBDIVISION, Sec 0, Range 0 Total</del>	<del>0782703006005000</del>	<del>1927 POTTAWATOMIE ST Pd 1/2/12</del>
JEANNENE JARDINE	\$ 152.37	FENN'S FAIRGROUND SUB, BLOCK 1, Lot 23 - 28, Sub FENN'S FAIRGROUND SUBDIVISION, Sec 0, Range 0 Total	0782704003003000	1405 DAKOTA ST
MAHESH L NELACANTI	\$ 2,850.00	FOWLER'S ADDITION, Lot 4, ACRES 2.3, Sub FOWLER'S ADDITION, Sec 0, Range 0 Total	0782704005001000	00000 17TH ST
<del>DAVID KEISTER</del>	<del>\$ 665.48</del>	<del>BRUNSON REPLAT BLKS 1&amp;2, BLOCK 1, Lot 1, Sub BRUNSON REPLAT BLKS 1 &amp; 2, Sec 0, Range 0 Total</del>	<del>0783401015005000</del>	<del>631 S 18th St Pd 2/8/13</del>
MARIAN MOORE	\$ 1,500.96	SOUTHSIDE PARK SUB, BLOCK 27, Lot 1, Sub SOUTHSIDE PARK SUBDIVISION, Sec 0, Range 0 Total	0930603005005000	2603 WILSON AVE Reduced by 11/5/11 \$250.96
DOBSON CELLULAR	\$ 2,887.78	SKYWALKER HEIGHTS, Lot 4, Sub SKYWALKER HEIGHTS, Sec 0, Range 0 Total	1010102001001030	1612 S 4TH ST
<del>LARRY AND ESTHER ELLIOTT</del>	<del>\$ 127.58</del>	<del>REES' DONIPHAN &amp; THORNTON'S, BLOCK 4, Lot 7&amp;8, Sec 0, Range 0 Total</del>	<del>1010102006004000</del>	<del>1522 5TH AVE Pd 12/1/12</del>
ALLAN BRIDGES	\$ 2,453.68	REES' DONIPHAN & THORNTON'S, BLOCK 6, Lot 13, Sub REE'S DONIPHAN & THORNTON'S, Sec 0, Range 0 Total	1010102008008000	00000 PENNSYLVANIA ST
ALLAN BRIDGES	\$ 1,936.10	REES' DONIPHAN & THORNTON'S, BLOCK 6, Lot 14, Sub REE'S DONIPHAN & THORNTON'S, Sec 0, Range 0 Total	1010102008009000	1622 4TH AVE
LOLA TOLBERT AND DEL BLADE	\$ 1,419.24	RIVERVIEW SUBDIVISION, BLOCK 3, Lot 13 - 14, Sub RIVERVIEW SUBDIVISION, Sec 0, Range 0 Total	1010102013008000	1820 ROSE ST
KEVIN & STEPHANY ROGERS	\$ 117.15	RIVERVIEW SUBDIVISION, S01, T09, R22E, BLOCK 3, Lot 21 - 22, Sec 1, Range 22 Total	1010102013012000	1804 ROSE ST
BEVERLY JOANNE MINNIS	\$ 1,083.34	REES' DONIPHAN & THORNTON'S, BLOCK 17, Lot 1 - 3, Sub REE'S DONIPHAN & THORNTON'S, Sec 0, Range 0 Total	1010102022001000	1916 2ND AVE
ERIC AND PAULA POULIN	\$ 1,108.45	BUETTINGERS PLACE, BLOCK 1, Lot 23 - 25, Sub BUETTINGERS PLACE, Sec 0, Range 0 Total	1010102028006000	535 BUTTINGER PL
THOMAS & RITA LEWIS	\$ 122.73	BUETTINGERS PLACE, S01, T09, R22E, BLOCK 1, Lot 52 - 53, Sec 0, Range 0 Total	1010102029016000	526 BUTTINGER PL
MANCE CORPORATION	\$ 1,505.60	BYINGTONS SUB, N145' BLK 5 EXC E180' BYINGTONS SUB & N145', Sub BYINGTONS SUBDIVISION, PLAT OF, Sec 0, Range 0 Total	1010103002004000	00000 2ND AVE
MARION GOULD	\$ 402.88	BYINGTONS SUB, BLOCK 5, S120' BLK 5 EXC W45.5' (SCALED), Block 5, Sub BYINGTONS SUBDIVISION, PLAT OF, Sec 0, Range 0	1010103002006000	00000 MARION ST
MARION F. GOULD	\$ 126.96	BYINGTONS SUB, BLOCK 5, S120' BLK 5 EXC W45.5' (SCALED), Block 5, Sub BYINGTONS SUBDIVISION, PLAT OF, Sec 0, Range 0 Total	1010103009002000	00000 MARION ST
<del>CARMEN LABOY</del>	<del>\$ 394.26</del>	<del>SOUTHSIDE PARK RPLT BL6, BLOCK 6, Lot 1, Sub SOUTHSIDE PARK SUBDIVISION REPLAT BLK 6, Sec 0, Range 0 Total</del>	<del>1010104005001000</del>	<del>2200 WILSON AVE - Pd 7-17-13</del>
DEANNA J. HYDE	\$ 210.06	SOUTHSIDE PARK SUB, BLOCK 23, LTS 12-14 & S1/2 VAC ALLEY A, Block 23, Sub SOUTHSIDE PARK SUBDIVISION, Sec 0, Range 0 Total	1010104008005000	2508 S 1ST ST
LOYD B. TORRES	\$ 1,933.64	HALSEY HEIGHTS, S01, T09, R22E, BLOCK 6, Lot 28 - 29, Sub HALSEY HEIGHTS, Sec 0, Range 0 Total	1010104016007000	426 LIMIT ST
MARIN W & VONDA L CLEVENGER	\$ 116.58	LEAS SUBDIVISION, BLOCK 3, LT 2 & E1/2 LT 3, Sec 0, Range 0 Total	1010201011001000	705 MICHIGAN ST
<del>HARLES AND CHRISTIN DAVIDSON</del>	<del>\$ 1,256.06</del>	<del>HOLMES, S.H. PLEASANT VIEW, BLOCK 2, LTS 9-12 &amp; S1/2 VAC AL, Sub HOLMES, S.H. PLEASANT VIEW, Sec 0, Range 0 Total</del>	<del>1010201016005000</del>	<del>1706 9TH AVE Pd 8/2/13</del>
HARLES JAMES & KIM FAIRBANKS	\$ 194.73	MARSHALL'S SUBDIVISION, BLOCK 17, BEG SE COR BLK 17, W100', Sub MARSHALL'S SUBDIVISION, Sec 0, Range 0 Total	1010201017021000	776 THORNTON ST
ESTER J DAVIS, SR	\$ 1,940.70	FENNS BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 29 - 30, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0 Total	1010201019004000	1909 MONTEZUMA AVE *
ESTER J DAVIS, SR	\$ 2,345.65	FENNS BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 27 - 28, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0 Total	1010201019005000	1913 MONTEZUMA AVE
<del>Secretary of Veterans Affairs</del>	<del>\$ 203.68</del>	<del>FENNS BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 19 - 20, Sec 0, Range 0 Total</del>	<del>1010201019009000</del>	<del>2001 MONTEZUMA AVE Pd 2/19/13</del>
ANNE L. KOTTMAN	\$ 879.07	FENNS BROADWAY SUB, BLOCK 10, LTS 18&19 & W1/2 VAC ALLEY A, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0 Total	1010201021005000	1813 CLEVELAND TERR

\* SEE letter 10/15/14 Redeeming



  
 \* 2 0 1 2 R 1 1 2 7 3 5 \*  
 Doc #: 2012R11273  
 STACY R. DRISCOLL/REGISTER OF DEEDS  
 LEAVENWORTH COUNTY  
 RECORDED ON  
 11/23/2012 02:15PM  
 RECORDING FEE: 24.00  
 MTG REG TAX FEE: 153.55  
 INDEBTEDNESS: 50056.49  
 PAGES: 3

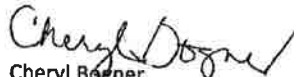
November 16, 2012

Stacy Driscoll  
 Leavenworth County Register of Deeds  
 300 Walnut Street  
 Leavenworth, Kansas 66048

RE: Nuisance Abatement Charges

Stacy:

Please see attached a summary of billings (spreadsheet) for nuisance abatement fees on properties in the City of Leavenworth. By approval from the City Commission on August 28, 2012, the City is attaching a lien to the properties for the total fees. We understand there is a cost to the City for such liens in the form of a mortgage tax. If payments are received, the City will notify the Register of Deeds office in writing.

  
 Cheryl Bogner  
 Deputy City Clerk

Attachment (three pages)

Cc: City Clerk Karen Logan



LVCI 118  
 153.55 / 24.00

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

City of Leavenworth Nuisance Abatement 08/01/2012 - 10/31/2012

23-Sep-12	Ervine & Lillie Boone	\$ 519.36	CLARK & REES ADDITION , BLOCK 20 , Lot 3, Sec 0, Range 0	0773602044003000	405 OLIVE ST
29-Aug-12	Patrick Kirwan	\$ 119.09	CLARK & REES ADDITION , BLOCK 17 , Lot 14, Sec 0, Range 0	0773602045012000	310 SPRUCE ST
29-Oct-12	Patrick Kirwan	\$ 269.09	CLARK & REES ADDITION , BLOCK 17 , Lot 14, Sec 0, Range 0	0773602045012000	310 SPRUCE ST
02-Aug-12	DUANE E PETERS	\$ 137.11	DAY'S SUBDIVISION , BLOCK 3 , Lot 14, Sec 0, Range 0	0773603005005000	919 5TH AVE
29-Sep-12	DUANE E PETERS	\$ 267.11	DAY'S SUBDIVISION , BLOCK 3 , Lot 14, Sec 0, Range 0	0773603005005000	919 5TH AVE
15-Aug-12	WILLIAM K FREEMAN, JR	\$ 536.23	FACKLERS ADDITION , BLOCK 25 , Lot 1 - 2, Sec 0, Range 0	0773603017001000	1100 S 4TH ST
02-Aug-12	Reuben Bechtold	\$ 119.39	FACKLERS ADDITION , BLOCK 25 , Lot 11, Sec 0, Range 0	0773603017006000	418 VINE ST
10-Sep-12	Reuben Bechtold	\$ 269.39	FACKLERS ADDITION , BLOCK 25 , Lot 11, Sec 0, Range 0	0773603017006000	418 VINE ST
15-Aug-12	DLS Company INC (Attn: Dan Sprowl)	\$ 518.35	DAY'S SUBDIVISION , BLOCK 16 , Lot 16, Sec 0, Range 0	0773603025011000	572 PROSPECT ST
27-Sep-12	DLS Company INC (Attn: Dan Sprowl)	\$ 518.36	DAY'S SUBDIVISION , BLOCK 16 , Lot 16, Sec 0, Range 0	0773603025011000	572 PROSPECT ST
27-Sep-12	DAVID ROY SANTEE	\$ 526.33	DAY'S SUBDIVISION , BLOCK 18 , W1/2 LT 6 & ALL LT 7, Sec 0, Range 0	0773603039004000	615 PROSPECT ST
10-Sep-12	MAHESH L NELACANTI	\$ 700.00	FOWLER'S ADDITION , Lot 4 , ACRES 2.3, Sec 0, Range 0	0782704005001000	00000 17th St
28-Aug-12	David Keister	\$ 225.00	BRUNSON REPLAT BLKS 1&2 , BLOCK 1 , Lot 1, Sec 0, Range 0	0783401015005000	631 S 18th St
20-Sep-12	MARIAN MOORE	\$ 537.74	SOUTHSIDE PARK SUB , BLOCK 27 , Lot 1, Sec 0, Range 0	0930603005005000	2603 WILSON AVE
13-Aug-12	Dobson Cellular	\$ 589.63	SKYWALKER HEIGHTS , Lot 4, Sec 0, Range 0	1010102001001030	1612 S 4TH ST
10-Sep-12	Dobson Cellular	\$ 589.63	SKYWALKER HEIGHTS , Lot 4, Sec 0, Range 0	1010102001001030	1612 S 4TH ST
16-Oct-12	Larry and Esther Elliott	\$ 127.58	REES' DONIPHAN&THORNTON'S , BLOCK 4 , Lot 7&8, Sec 0, Range 0	1010102006004000	1522 5th Ave
10-Sep-12	Allan Bridges	\$ 517.28	REES' DONIPHAN&THORNTON'S , BLOCK 6 , Lot 13 Sec 0, Range 0	1010102008008000	00000 PENNSYLVANIA ST
16-Oct-12	Allan Bridges	\$ 517.28	REES' DONIPHAN&THORNTON'S , BLOCK 6 , Lot 13 Sec 0, Range 0	1010102008008000	00000 PENNSYLVANIA ST
10-Sep-12	Allan Bridges	\$ 517.22	REES' DONIPHAN&THORNTON'S , BLOCK 6 , Lot 13 Sec 0, Range 0	1010102008009000	1622 4TH AVE
04-Sep-12	Lola Tolbert & Del Blade	\$ 517.13	RIVERVIEW SUBDIVISION , BLOCK 3 , Lot 13 - 14, Sec 0, Range 0	1010102013008000	1820 ROSE ST
06-Sep-12	Kevin & Stephany Rogers	\$ 117.15	RIVERVIEW SUBDIVISION, S01, T09, R22E, BLOCK 3, Lot 21 - 22, Sec 1, Range 22	1010102013012000	1804 ROSE ST
13-Aug-12	Beverly Joanne Minnis	\$ 129.17	REES' DONIPHAN&THORNTON'S , BLOCK 17 , Lot 1 - 3, Sec 0, Range 0	1010102022001000	1916 2ND AVE
16-Oct-12	Beverly Joanne Minnis	\$ 279.17	REES' DONIPHAN&THORNTON'S , BLOCK 17 , Lot 1 - 3, Sec 0, Range 0	1010102022001000	1916 2ND AVE
29-Sep-12	Douglas Neu	\$ 142.43	REES' DONIPHAN&THORNTON'S , BLOCK 19 , LTS 10&11 & W1/2 VAC, Sec 0, Range 0	1010102023011000	1921 5TH AVE
09-Sep-12	Thomas & Rita Lewis	\$ 122.73	BUETTINGERS PLACE, S01, T09, R22E, BLOCK 1, Lot 52 - 53, Sec 0, Range 0	1010102029016000	526 BUTTINGER PL
09-Sep-12	Mance Corporation	\$ 538.90	BYINGTONS SUB , N145' BLK 5 EXC E180' BYINGTONS SUB & N145', PLAT OF, Sec 0, Range 0	1010103002004000	00000 2ND AVE
09-Sep-12	Marion Gould	\$ 276.44	BYINGTONS SUB , BLOCK 5 , S120' BLK 5 EXC W45.5' (SCALED), PLAT OF, Sec 0, Range 0	1010103002006000	00000 MARION ST
20-Sep-12	Carmen LaBoy	\$ 272.13	SOUTHSIDE PARK RPLT BL6 , BLOCK 6 , Lot 1, Sub SOUTHSIDE PARK SUBDIVISION REPLAT BLK 6, Sec 0, Range 0	1010104005001000	2200 WILSON AVE
03-Sep-12	Lloyd B. Torres	\$ 516.73	HALSEY HEIGHTS, S01, T09, R22E, BLOCK 6, Lot 28 - 29, Sec 0, Range 0	1010104016007000	426 Limit St
16-Oct-12	Lloyd B. Torres	\$ 516.73	HALSEY HEIGHTS, S01, T09, R22E, BLOCK 6, Lot 28 - 29, Sec 0, Range 0	1010104016007000	426 Limit St
17-Oct-12	DARIN W & VONDA L CLEVENGER	\$ 116.58	LEAS SUBDIVISION , BLOCK 3 , LT 2 & E1/2 LT 3, Sec 0, Range 0	1010201011001000	705 MICHIGAN ST
15-Aug-12	LESTER J DAVIS, SR	\$ 518.14	FENNS BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 29 - 30, Sec 0, Range 0	1010201019004000	1909 MONTEZUMA AVE
28-Sep-12	LESTER J DAVIS, SR	\$ 518.14	FENNS BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 29 - 30, Sec 0, Range 0	1010201019004000	1909 MONTEZUMA AVE
15-Aug-12	LESTER J DAVIS, SR	\$ 519.13	FENNS BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 27 - 28, Sec 0, Range 0	1010201019005000	1913 MONTEZUMA AVE
28-Sep-12	LESTER J DAVIS, SR	\$ 919.13	FENNS BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 27 - 28, Sec 0, Range 0	1010201019005000	1913 MONTEZUMA AVE
24-Aug-12	Secretary of Veterans Affairs	\$ 85.00	FENNS BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 19 - 20, Sec 0, Range 0	1010201019009000	2001 MONTEZUMA AVE
28-Sep-12	Secretary of Veterans Affairs	\$ 118.68	FENNS BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 19 - 20, Sec 0, Range 0	1010201019009000	2001 MONTEZUMA AVE
22-Sep-12	Jeanne L. Kottman	\$ 509.69	FENNS BROADWAY SUB , BLOCK 10 , LTS 18&19 & W1/2 VAC ALLEY A, Sec 0, Range 0	1010201021005000	1813 CLEVELAND TERR
22-Sep-12	Charles and Amy Boeppler	\$ 278.36	FENNS BROADWAY SUB , BLOCK 6 , Lot 13 - 15, Sec 0, Range 0	1010201022006000	1913 CLEVELAND TERR
22-Sep-12	Vasco Binca Epifania Valdez	\$ 270.00	FENNS BROADWAY SUB , BLOCK 6 , Lot 5 - 7, Sec 0, Range 0	1010201022009000	00000 CLEVELAND TERR
20-Aug-12	Bankers Trust CO of CA;TR	\$ 250.00	FAIRCHILDS SUBDIVISION , BLOCK 8 , E143' LTS 1-3 & S1/2 VAC, Sec 0, Range 0	1010202003013000	1620 GRAND AVE
12-Sep-12	Bankers Trust CO of CA;TR	\$ 574.12	FAIRCHILDS SUBDIVISION , BLOCK 8 , E143' LTS 1-3 & S1/2 VAC, Sec 0, Range 0	1010202003013000	1620 GRAND AVE



\* 2 0 1 2 R 0 8 2 8 0 1 8 \*

Doc #: 2012R08280

STACY R. DRISCOLL/REGISTER OF DEEDS  
LEAVENWORTH COUNTY

RECORDED ON  
09/07/2012 02:25PM

RECORDING FEE: 76.00  
MTG REG TAX FEE: 227.14  
INDEBTEDNESS: 87363.23  
PAGES: 18

September 6, 2012

Stacy Driscoll  
Leavenworth County Register of Deeds  
300 Walnut Street  
Leavenworth, Kansas 66048

RE: Nuisance Abatement Charges

Stacy:

Per conversation with City Clerk Karen Logan and myself the week of August 27<sup>th</sup>, attached is a summary of billing (spreadsheet) for nuisance abatement fees on properties in the City of Leavenworth. By approval from the City Commission on August 28, 2012, the City is attaching a lien to the properties for the total fees. We understand there is a cost to the City for such liens in the form of a mortgage tax. If payments are received, the City will notify the Register of Deeds office in writing.

  
Cheryl Bogher  
Deputy City Clerk

Attachment (17 pages)

Cc: City Clerk Karen Logan

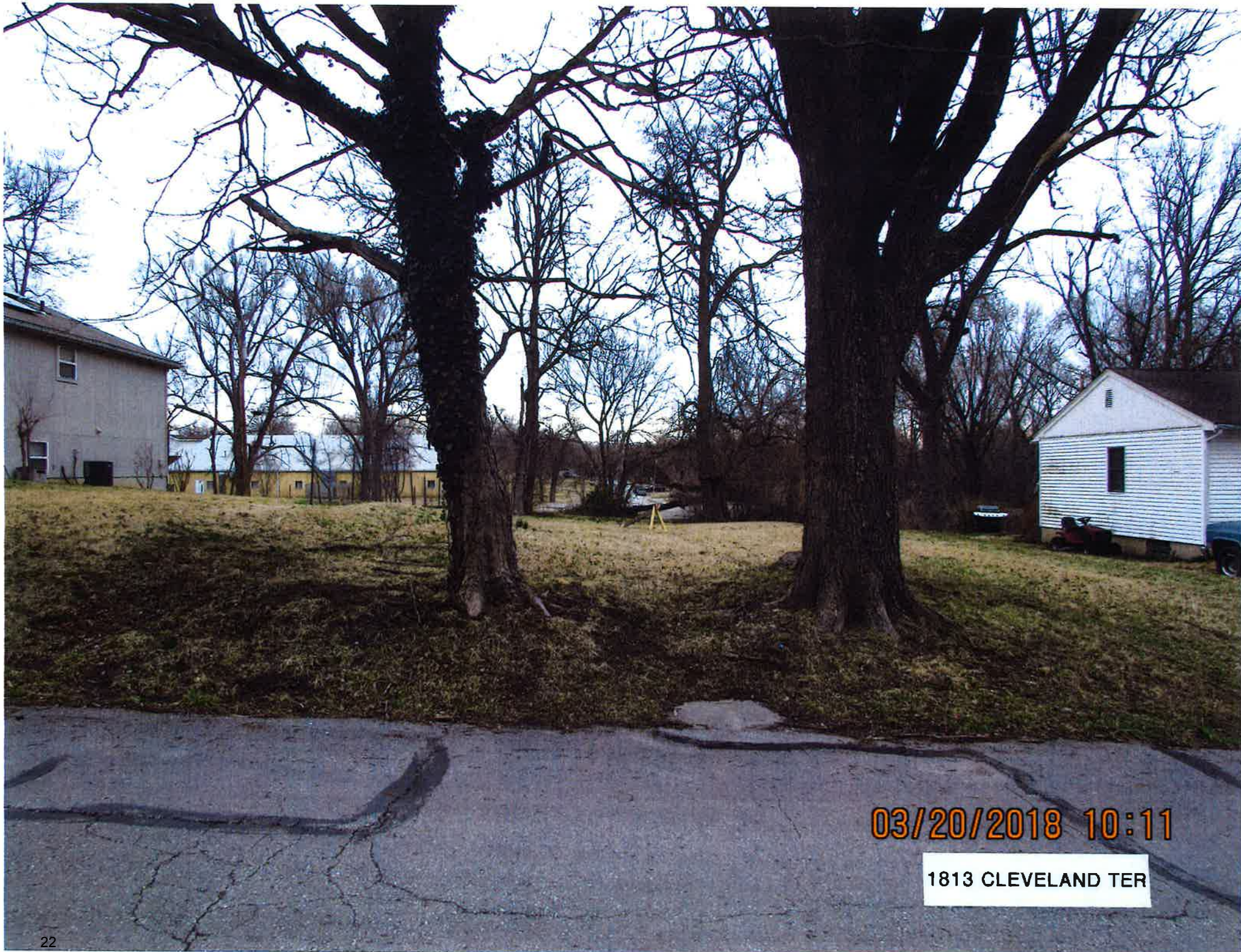


LVCI "B"  
227.14/16.00

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

City of Leavenworth Nuisance Assessments thru 07/31/2012 - Summary of Billings

April 27, 2012	PORTER JOHNSON	2600 WILSON AVE	LEAVENWORTH, KS 66048	\$162.78	SOUTHSIDE PARK SUB , BLOCK 28 , Lot 11 - 13 , (SCALED) , Lot 11-13 , Block 28, Sub SOUTHSIDE PARK SUBDIVISION, Sec 0, Range 0	1010104012009000	00000 VILAS ST
April 27, 2012	PORTER JOHNSON Total	2600 WILSON AVE	LEAVENWORTH, KS 66048	\$162.78	SOUTHSIDE PARK SUB , BLOCK 28 , Lot 11 - 13 , (SCALED) , Lot 11-13 , Block 28, Sub SOUTHSIDE PARK SUBDIVISION, Sec 0, Range 0	1010104012009000	00000 VILAS ST
May 15, 2012	LOYD B. TORRES	426 LIMIT ST	LEAVENWORTH, KS 66048	\$116.72	HALSEY HEIGHTS, S01, T09, R22E, BLOCK 6, Lot 28 - 29 , Lot 28 &29 , Block 6, Sub HALSEY HEIGHTS, Sec 0, Range 0	1010104016007000	426 LIMIT ST
June 10, 2012	LOYD B. TORRES	426 LIMIT ST	LEAVENWORTH, KS 66048	\$265.73	HALSEY HEIGHTS, S01, T09, R22E, BLOCK 6, Lot 28 - 29 , Lot 28 &29 , Block 6, Sub HALSEY HEIGHTS, Sec 0, Range 0	1010104016007000	426 LIMIT ST
July 13, 2012	LOYD B. TORRES	426 LIMIT ST	LEAVENWORTH, KS 66048	\$516.73	HALSEY HEIGHTS, S01, T09, R22E, BLOCK 6, Lot 28 - 29 , Lot 28 &29 , Block 6, Sub HALSEY HEIGHTS, Sec 0, Range 0	1010104016007000	426 LIMIT ST
July 13, 2012	LOYD B. TORRES Total	426 LIMIT ST	LEAVENWORTH, KS 66048	\$900.18	HALSEY HEIGHTS, S01, T09, R22E, BLOCK 6, Lot 28 - 29 , Lot 28 &29 , Block 6, Sub HALSEY HEIGHTS, Sec 0, Range 0	1010104016007000	426 LIMIT ST
February 23, 2012	CHARLES AND CHRISTIN DAVIDSON	1706 9TH AVE	LEAVENWORTH, KS 66048	\$1,000.00	HOLMES,S.H. PLEASANT VIEW , BLOCK 2 , LTS 9-12 & S1/2 VAC AL , Block 2, Sub HOLMES,S.H. PLEASANT VIEW, Sec 0, Range 0	1010201016005000	1706 9TH AVE
April 16, 2012	CHARLES AND CHRISTIN DAVIDSON	1706 9TH AVE	LEAVENWORTH, KS 66048	\$139.48	HOLMES,S.H. PLEASANT VIEW , BLOCK 2 , LTS 9-12 & S1/2 VAC AL , Block 2, Sub HOLMES,S.H. PLEASANT VIEW, Sec 0, Range 0	1010201016005000	1706 9TH AVE
May 15, 2012	CHARLES AND CHRISTIN DAVIDSON	1706 9TH AVE	LEAVENWORTH, KS 66048	\$289.48	HOLMES,S.H. PLEASANT VIEW , BLOCK 2 , LTS 9-12 & S1/2 VAC AL , Block 2, Sub HOLMES,S.H. PLEASANT VIEW, Sec 0, Range 0	1010201016005000	1706 9TH AVE
June 10, 2012	CHARLES AND CHRISTIN DAVIDSON	1706 9TH AVE	LEAVENWORTH, KS 66048	\$539.49	HOLMES,S.H. PLEASANT VIEW , BLOCK 2 , LTS 9-12 & S1/2 VAC AL , Block 2, Sub HOLMES,S.H. PLEASANT VIEW, Sec 0, Range 0	1010201016005000	1706 9TH AVE
June 10, 2012	CHARLES AND CHRISTIN DAVIDSON Total	1706 9TH AVE	LEAVENWORTH, KS 66048	\$1,968.45	HOLMES,S.H. PLEASANT VIEW , BLOCK 2 , LTS 9-12 & S1/2 VAC AL , Block 2, Sub HOLMES,S.H. PLEASANT VIEW, Sec 0, Range 0	1010201016005000	1706 9TH AVE
July 21, 2012	Charles James & Kim Fairbanks	1016 E MARY ST	LANSING, KS 66043	\$194.73	MARSHALL'S SUBDIVISION , BLOCK 17 , BEG SE COR BLK 17, W100' , Block 17, Sub MARSHALL'S SUBDIVISION, Sec 0, Range 0	1010201017021000	776 THORNTON ST
July 21, 2012	Charles James & Kim Fairbanks Total	1016 E MARY ST	LANSING, KS 66043	\$194.73	MARSHALL'S SUBDIVISION , BLOCK 17 , BEG SE COR BLK 17, W100' , Block 17, Sub MARSHALL'S SUBDIVISION, Sec 0, Range 0	1010201017021000	776 THORNTON ST
April 28, 2012	LESTER J DAVIS, SR	721 REES ST	LEAVENWORTH, KS 66048	\$118.14	FENN'S BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 29 - 30 , Lot 29 &30 , Block 2, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201019004000	1909 MONTEZUMA AVE
May 26, 2012	LESTER J DAVIS, SR	721 REES ST	LEAVENWORTH, KS 66048	\$268.14	FENN'S BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 29 - 30 , Lot 29 &30 , Block 2, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201019004000	1909 MONTEZUMA AVE
June 24, 2012	LESTER J DAVIS, SR	721 REES ST	LEAVENWORTH, KS 66048	\$518.14	FENN'S BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 29 - 30 , Lot 29 &30 , Block 2, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201019004000	1909 MONTEZUMA AVE
April 28, 2012	LESTER J DAVIS, SR	721 REES ST	LEAVENWORTH, KS 66048	\$119.13	FENN'S BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 27 - 28 , Lot 27 &28 , Block 2, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201019005000	1913 MONTEZUMA AVE
May 26, 2012	LESTER J DAVIS, SR	721 REES ST	LEAVENWORTH, KS 66048	\$269.13	FENN'S BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 27 - 28 , Lot 27 &28 , Block 2, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201019005000	1913 MONTEZUMA AVE
June 24, 2012	LESTER J DAVIS, SR	721 REES ST	LEAVENWORTH, KS 66048	\$519.13	FENN'S BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 27 - 28 , Lot 27 &28 , Block 2, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201019005000	1913 MONTEZUMA AVE
June 24, 2012	LESTER J DAVIS, SR Total	721 REES ST	LEAVENWORTH, KS 66048	\$1,811.81	FENN'S BROADWAY SUB, S02, T09, R22E, BLOCK 2, Lot 27 - 28 , Lot 27 &28 , Block 2, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201019005000	1913 MONTEZUMA AVE
April 28, 2012	JEANNE L. KOTTMAN	7927 N FLINTLOCK RD APT B	KANSAS CITY, MO 64158	\$109.69	FENN'S BROADWAY SUB, BLOCK 10 , LTS 18&19 & W1/2 VAC ALLEY A , Block 10, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201021005000	1813 CLEVELAND TERR
May 26, 2012	JEANNE L. KOTTMAN	7927 N FLINTLOCK RD APT B	KANSAS CITY, MO 64158	\$259.69	FENN'S BROADWAY SUB, BLOCK 10 , LTS 18&19 & W1/2 VAC ALLEY A , Block 10, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201021005000	1813 CLEVELAND TERR
May 26, 2012	JEANNE L. KOTTMAN Total	7927 N FLINTLOCK RD APT B	KANSAS CITY, MO 64158	\$369.38	FENN'S BROADWAY SUB, BLOCK 10 , LTS 18&19 & W1/2 VAC ALLEY A , Block 10, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201021005000	1813 CLEVELAND TERR
June 10, 2012	CHARLES AND AMY BOEPLER	16476 BOEPLER RD	LEAVENWORTH, KS 66048	\$128.36	FENN'S BROADWAY SUB, BLOCK 6 , Lot 13 - 15 , Lot 13-15 , Block 6, Sub FENN'S BROADWAY SUBDIVISION, Sec 0, Range 0	1010201022006000	1913 CLEVELAND TERR
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**Policy Report**  
Review Port Authority Board Appointment  
March 27, 2018

Prepared by:



Paul Kramer  
City Manager

**Issue:**

At the Feb. 27, 2018 City Commission Study Session, the City Commission tabled the discussion on the confirmation vote for Vernon Fields to the Leavenworth County Port Authority (LCPA) board. The Leavenworth County Board of County Commissioners (BOCC) nominated Vernon Fields – along with Robert Patzwald – on Feb. 6, 2018.

The Commission indicated at the Feb. 27 meeting that they would like to speak to Mr. Fields about how his role on the City Council in Basehor and his run for U.S. Congress might affect his ability to serve as a representative for the entire county on the LCPA Board.

**Commission Action:**

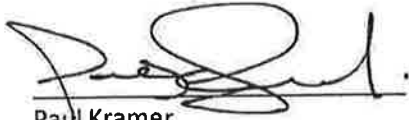
The nominations of Mr. Fields is now in front of the City Commission for consideration.

PRK/



**Policy Report**  
Review Port Authority Board Appointments  
Feb. 27, 2018

Prepared by:



Paul Kramer  
City Manager

**Background:**

The Leavenworth County Port Authority (LCPA) was created in 1969 under the laws of the state of Kansas by the City of Leavenworth and Leavenworth County. The original document that created the LCPA still governs how board members are appointed.

The appointment of board members requires a joint approval by the governing bodies of the City and the County.

**Subject:**

There are currently two vacancies on the five-member board. At its February 6 meeting, the Leavenworth County Board of County Commissioners (BOCC) nominated two candidates to fill those vacant seats.

The BOCC voted to reappoint Bob Patzwald to the LCPA Board on a 2-1 vote. The BOCC also voted to appoint Vernon Fields to the LCPA Board on a 2-1 vote.

**Commission Action:**

These two nominations are now in front of the City Commission for consideration.

**Attachments:**

- The LCPA agreement, including information on how board members are appointed
- The BOCC minutes indicating the nomination of Bob Patzwald and Vernon Fields
- The BOCC Certificates of Appointment for Bob Patzwald and Vernon Fields

PRK/

AN ORDINANCE DECLARING THERE IS A NEED FOR THE ESTABLISHMENT OF A PORT AUTHORITY IN THE CITY OF LEAVENWORTH, KANSAS; CREATING THE SAID AUTHORITY AND AUTHORIZING THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF LEAVENWORTH COUNTY, KANSAS FOR THE FORMATION OF A JOINT PORT AUTHORITY.

WHEREAS, under Chapter 89, Session Laws of Kansas, 1969, Cities and Counties have been given the right to establish a Port Authority by declaring that there is a need for such Authority, and

WHEREAS, the Governing Body of the City of Leavenworth, Kansas does hereby find that there is a need for a Port Authority and that the same should be created and established, and

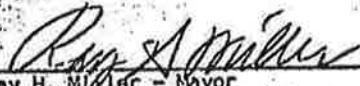
WHEREAS, Chapter 89 of the Session Laws of Kansas, 1969, authorizes any City or County to combine to form a Joint Port Authority by executing a cooperative agreement by the respective Governing Bodies.

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

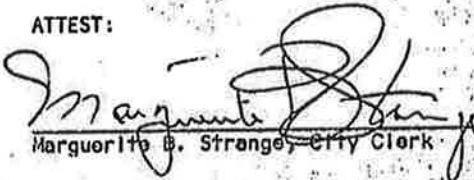
Section 1. That there is hereby established a Port Authority for the City of Leavenworth, Kansas.

Section 2. That the Governing Body is hereby authorized to enter into an agreement with the Board of County Commissioners, for the formation of a Joint Port Authority.

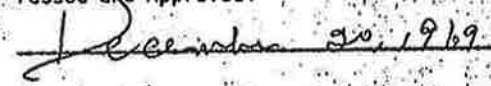
Section 3. That this Ordinance shall take effect and be in force from and after its passage, approval and publication in the Leavenworth Times, the official newspaper of the City of Leavenworth, Kansas.

  
Ray H. Miller - Mayor

ATTEST:

  
Marguerite D. Strange, City Clerk

Passed and Approved:

  
December 20, 1969

Published:

\_\_\_\_\_

LEAVENWORTH COUNTY PORT AUTHORITY AGREEMENT

- PARTIES:** Board of County Commissioners, Leavenworth County, Kansas, Governing Body of the City of Leavenworth, Kansas.!
- AREA:** All the incorporated and unincorporated areas lying within the jurisdiction, under the Port Authority Act, of the parties to this Agreement including submerged land, and air space contiguous to such area.
- PURPOSE:** Establishment of Leavenworth County Port Authority, investigation of the feasibility of a joint port authority for any appropriate northeast Kansas area, promotion of commerce, prosperity, industry, improvement of the health and living conditions of the people of this State, and for the promotion of the general welfare.

A G R E E M E N T

WHEREAS, the above parties to this agreement have by appropriate ordinance or resolution declared there to be a need for the establishing of a Port Authority for Leavenworth County, and the cities therein, for the promotion of the general welfare; and

WHEREAS, authority for the establishing of such a Port Authority has been provided by Chapter 89, 1969 Session Laws of the State of Kansas, the parties hereby agree as follows:

- I. **PURPOSE.** There is hereby established by the Agreement of the parties a Port Authority pursuant to Chapter 89, Laws 1969. Such Port Authority shall be called the Leavenworth County Port Authority. The Port Authority shall be for the purpose of promoting commerce, prosperity, industry, improvement of the health and living conditions of the people, and for the promotion of the general welfare.
- II. **JOINT AUTHORITY.** The Port Authority hereby established shall, upon its organization, investigate and determine the advantages and disadvantages of the combining of this Port Authority with other Port Authorities to form a joint Port Authority in any area within the Northeast Kansas Region. The investigation and determination of the Authority shall be reduced to writing and such report when completed shall be furnished to the parties of this Agreement. For the purpose of making such determination, the parties to this Agreement shall respectively contribute to the operating budget of the Port Authority an initial sum of Five Hundred Dollars each. Such additional sums as may be necessary, in the judgment of the parties to this Agreement, shall be provided for this purpose to the Port Authority.

III. JURISDICTION. The jurisdiction of the Leavenworth County Port Authority shall include all of the territory lying within the cities and counties which are parties hereto, all submerged lands, uplands, and air space contiguous to such territory, and any other property outside the territory of the parties to this Agreement conveyed to the Port Authority or over which it may obtain control pursuant to Section 6 (a) of Chapter 89, Laws of 1969.

IV. MEMBERSHIP. The Leavenworth County Port Authority shall consist of five members, to be selected jointly by the parties to this Agreement as follows:

Position 1	- - - - -	1 year
Position 2	- - - - -	2 years
Position 3	- - - - -	3 years
Position 4	- - - - -	4 years
Position 5	- - - - -	4 years

The successor to each position shall serve a term of four (IV) years. All members appointed in the above manner shall be considered directors of the Leavenworth County Port Authority. The directors shall serve without compensation, but shall be entitled to receive their necessary and actual expenses. The directors shall organize themselves, maintain regular minutes and records of the Port Authority, which records and minutes shall be open to the public. All directors shall comply strictly with the conflict of interest provisions of Chapter 89, Laws of 1969, and shall be deemed to have an affirmative duty to disclose any potential conflict of interest to the remaining directors and to the parties to this Agreement.

V. POWERS OF AUTHORITY. The Leavenworth County Port Authority shall have all those powers provided by Chapter 89, Laws of 1969, which shall include, but shall not necessarily be limited to, the power to purchase, construct, sell, lease and operate docks, wharves, warehouses, piers and other ports, terminals or other transportation facilities; to borrow money from private financial institutions, borrow money from private financial institutions, any agency of the State of Kansas or the United States, and to issue evidence of indebtedness therefor, including the encumbering of the assets of the Authority; to apply for and receive monies from the State of Kansas or the United States or any agency or instrumentality thereof, to construct, straighten, deepen or improve any canal, channel, river or stream or other water course; to acquire, own, hold, sell, lease and otherwise operate any real or personal property; to acquire, own, maintain, sell or lease any land within this jurisdiction which the Authority may be deemed desirable for development; to apply to proper United States officials for the right to establish, operate and maintain foreign trade zones; to exercise the right of eminent domain to appropriate any land, rights, rights-of-way, franchises, easements or other property necessary for the construction or efficient operation of any facility of the Port Authority included within its official plan; to maintain such funds as it deems necessary; to direct its agents or employees to make necessary surveys and examination of lands within its jurisdiction; to sell or lease

real or personal property not needed for the operation of the Port Authority, and to grant easements and rights-of-way over property of the Port Authority; and to promote, advertise and publicize the Port and its facilities, and to provide traffic information and other statistics to interested parties.

VI. ISSUANCE OF BONDS. The Port Authority shall, to pay all or any part of the cost of acquiring land or interests therein, constructing, equipping and furnishing buildings, structures and other port and transportation facilities, have the authority to borrow money therefor and to issue negotiable bonds of such Port Authority in such amount as the directors shall deem necessary. To secure the prompt payment of the principal and interest of such bonds, the Port Authority shall be authorized to agree to the use and disposition of the proceeds of the sale of bonds; to agree to the operation of the facilities of the Authority and the collection and disposition of revenues derived therefrom; to agree as to any rights, liabilities, powers and duties arising from the breach of any agreement entered into in authorizing and issuing bonds; to agree to carry insurance upon the buildings and facilities and upon the use and occupancy thereof, as may be deemed necessary in the judgment of the directors; to enter trust agreements with respect to the receipt of income and revenue pledged to the holders of bonds; to fix charges and fees to be imposed in connection with the use of any buildings or other facilities of the Port Authority. Any and all such agreements shall be binding upon the Port Authority, its agents and employees and upon its successors in interest.

VII. DEVELOPMENT PLAN. The Port Authority shall, as soon as practicable, prepare or cause to be prepared a plan for the future development of existing port facilities or other property within the jurisdiction of the Port Authority, including such maps, profiles and other data as necessary to set forth the location and character of the work to be undertaken by the Port Authority.

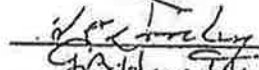

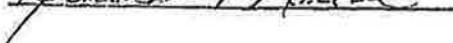
VIII. SEPARABILITY. If any one or more of the provisions of this agreement, shall be declared void, or if any one or more of the provisions of this agreement shall be superseded by any legislation, the validity of the remainder of this agreement shall not be affected.

IX. EFFECTIVE DATE. This agreement shall become effective upon its adoption by two or more of the parties hereto, by execution of the original agreement or any duplicate original thereof, and upon the filing of same with the County Clerk of Leavenworth County, Kansas.

APPROVED:  
  
John C. Tillotson  
Leavenworth County Attorney

  
County Clerk of Leavenworth  
County, Kansas

Board of County Commissioners  
of Leavenworth County, Kansas

*Thomas J. Brown, Jr.*  
Thomas J. Brown, Jr.,  
City Attorney  
Leavenworth, Kansas

*Margaret Strong*  
City Clerk  
City of Leavenworth, Kansas

The Governing Body of the  
City of Leavenworth, Kansas  
By:

*Ray Walker*  
Mayor

*Henry Floza*

*Mani Tarkenton*

*John J. ...*  
*...*

\*\*\*\*\*February 6, 2018 SESSION II \*\*\*\*\*

The Board of County Commissioners met in regular session on Tuesday, February 6, 2018. Commissioner Smith, Commissioner Klemp and Commissioner Holland are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor; Becky Matzeder, Executive Secretary; Jeff Joseph, Planning and Zoning Director; Krystal Voth, Senior Planner; David Lutgen, Public Works Director; Sarah Shafer, Public Works Deputy Director; John Richmeier, Leavenworth Times

Residents: AW Himpel, Glen Berry, John Matthews, Linda Sturgeon, Gary Starcher, Joe Herring, Travis Myers, Tamara Miller, David Thiel, Scott Hughes, Karen Ernzen

Discussion took place regarding the appointment of two members to the Leavenworth County Port Authority.

A motion was made by Commissioner Holland to reappoint Bob Patzwald and appoint Vernon Fields to the Leavenworth County Port Authority.

The motion was seconded by Commissioner Klemp for discussion.

Commissioner Klemp removed his second on the motion and moved to appoint Chris Donnelly.

Commissioner Smith indicated he would suggest Rod Sturgeon and Vernon Fields.

***A motion was made by Commissioner Holland seconded by Commissioner Klemp to reappoint Bob Patzwald to the Leavenworth County Port authority.***

***Motion passed, 2-1 Commissioner Smith voting nay.***

A motion was made by Commissioner Holland to appoint Vernon Fields.

Motion dies for lack of second.

A motion was made by Commissioner Klemp to appoint Chris Donnelly.

Motion dies for lack for second.

A motion was made by Commissioner Smith to appoint Rod Sturgeon.

Motion dies for lack of second.

Commissioner Smith expressed the need to have representation from each city on the Port Authority Board.

***A motion was made by Commissioner Holland and seconded by Commissioner Klemp to appoint Vernon Fields to the Leavenworth County Port Authority.***

***Motion passed, 2-1 Commissioner Smith voting nay.***

David Lutgen presented revisions to the Access Management Policy and a resolution approving it.

***A motion was made by Commissioner Smith and seconded by Commissioner Klemp to approve the Access Management Policy and Resolution 2018-2.***

CERTIFICATE OF APPOINTMENT  
TO THE  
LEAVENWORTH COUNTY PORT AUTHORITY  
LEAVENWORTH, KANSAS

WHEREAS, the Leavenworth County and city of Leavenworth, by recorded action dated December 29, 1969, have established the Leavenworth County Port Authority as provided by K.S.A. 12-3402; and

WHEREAS, the Leavenworth County Port Authority serves the purpose of promoting commerce, prosperity, industry, improvement of the health and living conditions of the people and for the promotion of the general welfare; and

WHEREAS, the Leavenworth County Port Authority shall be directed by a Board consisting of five members with staggered four year terms and selected jointly by the City of Leavenworth and Leavenworth County; and

WHEREAS, the County Commissioners of Leavenworth County and the City Commissioners of the City of Leavenworth wish to appoint:

**Vernon Fields**

Vernon Fields is hereby appointed to the Board of Leavenworth County Port Authority to fill a term of four years to expire on January 1, 2022.

Board of County Commissioners  
Leavenworth County, Kansas

City of Leavenworth  
Leavenworth, Kansas

Approved and Recorded in the  
Minutes on February 6, 2018

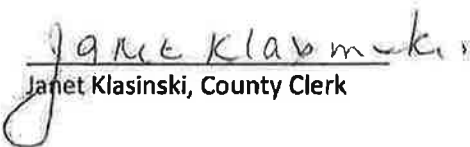
Approved and Recorded in the Minutes  
on: \_\_\_\_\_

  
Louis Klemp, Chairman

\_\_\_\_\_  
Mark Preisinger, Mayor

ATTEST:

ATTEST:

  
Janet Klasinski, County Clerk

\_\_\_\_\_  
Carla Williamson, City Clerk



CERTIFICATE OF APPOINTMENT

TO THE

LEAVENWORTH COUNTY PORT AUTHORITY

LEAVENWORTH, KANSAS

WHEREAS, the Leavenworth County and city of Leavenworth, by recorded action dated December 29, 1969, have established the Leavenworth County Port Authority as provided by K.S.A. 12-3402; and

WHEREAS, the Leavenworth County Port Authority serves the purpose of promoting commerce, prosperity, industry, improvement of the health and living conditions of the people and for the promotion of the general welfare; and

WHEREAS, the Leavenworth County Port Authority shall be directed by a Board consisting of five members with staggered four year terms and selected jointly by the City of Leavenworth and Leavenworth County; and

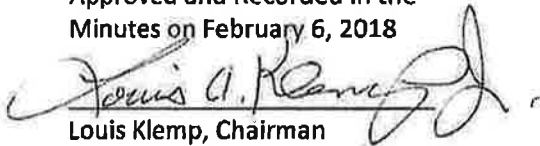
WHEREAS, the County Commissioners of Leavenworth County and the City Commissioners of the City of Leavenworth wish to appoint:

**Bob Patzwald**

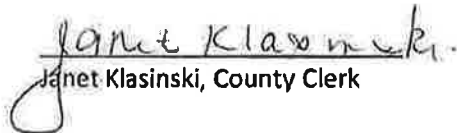
Bob Patzwald is hereby appointed to the Board of Leavenworth County Port Authority to fill a term of four years to expire on January 1, 2022.

Board of County Commissioners  
Leavenworth County, Kansas

Approved and Recorded in the  
Minutes on February 6, 2018

  
Louis Klemp, Chairman

ATTEST:

  
Janet Klasinski, County Clerk

City of Leavenworth  
Leavenworth, Kansas

Approved and Recorded in the Minutes  
on: \_\_\_\_\_

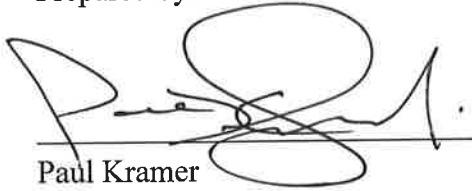
\_\_\_\_\_  
Mark Preisinger, Mayor

ATTEST:

\_\_\_\_\_  
Carla Williamson, City Clerk

**Policy Report**  
2018 Federal Legislative Program  
March 27, 2018

Prepared by:



Paul Kramer  
City Manager

**Subject:**

The City of Leavenworth 2018 Federal Legislative Program was presented at the March 20 Study Session. The program is included for formal adoption.

**Background:**

The City Manager's Office has compiled the City's 2018 Federal Legislative Program. In compiling and drafting the program, attention was turned to our federal partners and a focused review of local issues with federal ties. All of the positions address issues that staff believe would directly impact the City of Leavenworth's municipal operation or service delivery if enacted or funded.

**Action Requested:**

The 2018 Federal Legislative Program is attached for your reading, information and consideration for approval. Upon this program being approved and endorsed by the Commission it will be sent to each of the City's Federal Legislators for their review and information. The City is scheduled to visit with our Federal Legislators on April 9-11 in Washington D.C.

ATTACHMENTS: 2018 Federal Legislative Program



**City of Leavenworth, Kansas**  
**2018 Federal Legislative Program**

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**Federal Partners**

- 1) Fort Leavenworth
- 2) United States Penitentiary – Leavenworth
- 3) Dwight D. Eisenhower Veterans Affairs Medical Center (VAMC)

**City Priorities**

- 1) Centennial Bridge
- 2) Safe Communities
- 3) Water Quality/Water Treatment
- 4) Other City Priorities

**Scheduled for adoption by the Leavenworth City Commission**

**March 28, 2017**

## **Fort Leavenworth**

Established in 1827, Fort Leavenworth is the oldest active post west of the Mississippi. The Fort is designated as Army University and is headquarters to the Combined Arms Center (CAC). CAC includes 34,000 permanent military/civilian corps employees throughout the United States, Europe, Korea and Southwest Asia, and is responsible for eight (8) centers of excellence, sixteen (16) branch schools and seven (7) non-branch schools. Fort Leavenworth truly is the Intellectual Center of the Army.

### ***Sustainment, Restoration and Modernization (SRM) Funding***

Fort leadership is facing significant pressure in maintaining the aging infrastructure, historic buildings and education centers at Fort Leavenworth. While the City is supportive of increases in the Department of the Army's budget, we are concerned about the continual lack of increase for SRM funding and its impact on the future of Fort Leavenworth.

- There is concern that along with the relatively flat SRM budget, up to \$50 million more will be stripped from IMCOM.
- We believe that Fort Leavenworth and its crucial position in training and education is a factor in "readiness" and funding should be allocated to ensure its continued success.
- The deferred maintenance list at the Fort is growing and the risk of delaying the proper maintenance of facilities increases every day.
- Fort leadership is also concerned about the long-term viability of the Disciplinary Barracks and the Midwest Joint Regional Correctional Facility located on Fort property, and have submitted a request for new roofs for the building. Without taking these type of proactive and protective measures, these facilities will require premature replacement.
- Facility condition and infrastructure viability will be a big issue when/if there are every any opportunities to expand the current mission of Fort Leavenworth.

### ***City development in support of Fort Leavenworth (see attachment for more details)***

Four (4) 3-Star hotels

- Marriot Fairfield Inn and Suites
- Hampton Inn
- Hilton Home2 Suites
- Marriot TownePlace Suites

Four (4) Market rate loft projects (all historic building reuse projects)

- Carnegie Lofts
- Ben Day Lofts
- Stove Factory Lofts
- North Broadway School

## **U. S. Penitentiary – Leavenworth**

The U.S. Penitentiary at Leavenworth has been a prominent institution in our community for more than 100 years. It is a significant source of jobs in our community and the City is proud of its long-standing relationship with the Federal Bureau of Prisons.

### ***New medium security facility***

For many years, Leavenworth was the highest-ranking site for the next prison in the federal system. As a product of that ranking, an appropriation of more than \$12 million was included in the 2009 Federal Budget for the preparation of a site reconnaissance and environmental analysis (environmental impact statement - EIS) for the location and construction of these new facilities on the BOP-owned property adjacent to the existing U.S. Penitentiary in Leavenworth. The Louis Berger Group was selected by the Bureau in late 2010 to undertake and complete the EIS. The EIS was finalized in January 2015 and has a 5-year life from that point; therefore, it will expire on January 31, 2020 if nothing is done on the project.

Additionally, that January 2020 date is even more pressing, as the project has to be under way, rather than just being funded. With the requirements related to bidding and construction, it is unclear if the project would be able to move forward if funding was not available in the 2018 or 2019 budgets.

Over the last two years, a project in Kentucky moved ahead of Leavenworth, and was funded. Prisons are being located in areas that face serious hurdles (Yazoo City, Mississippi and Letcher County, Kentucky are not desirable locations for BOP employees and locations such as Northern California create cost-of-living hardships), while Leavenworth is in the Kansas City Metropolitan Area and offers a very reasonable cost-of-living.

The City remains fully committed and ready to accept a new federal prison into our community and request funding is allocated for this much-needed project.

### ***Staffing concerns***

Leadership at USP Leavenworth has expressed serious concerns about agency-wide reductions in authorized positions. The cuts, done mostly through attrition, have affected operations at all levels, including medical, support staff and guards. There is concern that 6,000 more positions are expected to be eliminated agency wide. The cuts and current staff levels are presumably due in part to overall inmate levels decreasing system wide, but the facility in Leavenworth is just as crowded and dangerous as it's ever been. We support increased funding for staffing at USP Leavenworth.

## **Dwight D. Eisenhower Veterans Affairs Medical Center (VAMC)**

The Leavenworth VAMC is part of the VA Eastern Kansas Health Care System, which includes the VAMC in Topeka and nine community based outpatient clinics. The mission of the VAMC is to provide accessible, courteous, comprehensive, and quality health care to veterans in an environment of excellence.

### ***A new VAMC hospital***

A major concern of the Leavenworth VAMC is the aging main hospital building that was built in 1932. Although upgrading and remodeling is possible, because it is a historic building, the VA is limited on what can be done to the building. The old hospital could be used for outpatient care services which do not require demolition of walls. The VA is looking to fund a new hospital, on campus, in partnership/coordination with the Munson Army Health Center. The new freestanding facility will be built to accommodate both the VA and Munson workloads. This decision is based on the results of workload data and health care delivery costs.

The building is programmed for 138,000 BGSF with health services to accommodate compiled VA and Munson workloads including: inpatient medical/surgical/ICU; inpatient psychiatric/substance abuse; emergency department; inpatient/outpatient surgery; imaging; satellite lab and pathology; inpatient pharmacy; inpatient and cardiac rehab; inpatient respiratory therapy, and cardiology & surgical clinic.

VISN 15 and Eastern Kansas Health Care System are supporting their Enhanced Use Lease Developer (Pioneer Group) in their business plan to build a VA Hospital in partnership and coordination with Munson Army Health Center on the grounds of the VAMC. This private-public partnership (PPP) will be the first attempted in the VA System. VA Leadership mentioned that they continue to explore the possibility of using the Enhanced Use Lease (EUL) program for a new facility, but that they lack Congressional authority within the EUL program. There are some Public/Private partnerships that are building new VA's at Tulsa and Omaha, but these are being funded with donations and sponsors.

The City is requesting the appropriate congressional authority to make this project happen.

### ***Chapel of the Veterans***

Built in 1893, the Chapel of the Veterans was designed by Louis Curtis of Kansas City, and inspired by a Gothic chapel that he had seen being renovated in England. For many years the Chapel of the Veterans was the only church in the United States where Protestant and Catholic religious services could be conducted under one roof at the same time, and the chapel was featured in Ripley's Believe It or Not. The lower level of the Chapel of the Veterans, with an entrance on the end, is the Catholic chapel named the Holy Ghost Chapel. The upper level is the Protestant chapel called Immanuel Chapel.

The historic and nationally-known chapel on the VA property is now closed due to public safety concerns. The repair estimate is \$10-\$12 million and cannot be accommodated in the VA Eastern Kansas Health Care budget. We support any efforts possible to reopen this truly unique facility.

## **Centennial Bridge - Kansas-Missouri Connection to Kansas City/KCI**

### **Summary:**

A bi-state team of Leavenworth and Platte counties, the cities of Lansing, Leavenworth and Platte City, and Fort Leavenworth and the Missouri and Kansas Departments of Transportation completed an 18-month Advanced Preliminary Engineering (APE) study in 2016 that looked at the total picture of replacing the Centennial Bridge.

All parties were generally in full acceptance of all aspects of the study – location, bridge type, implementation date, etc., – except the only identified funding mechanism: a toll bridge.

The estimated \$80-\$90 million cost of the bridge has no realistic possibility of state funding, as was the expected source when the project started in 2009. In acknowledgement of this, a toll study was performed. The study came back that a \$2 one-way toll for 30 years would be required to fund the bridge. This was deemed unacceptable by the City Commission, and they voted to approve the concept but reject that funding mechanism, in part because:

- The southern half of Leavenworth, which is more affluent, drive south on K-7 to access Kansas City, whereas the lower income residents live in the northern part of the City and are more likely to cross the bridge to access Kansas City. This creates an unfair burden on the most socio-economically challenged segment of our population.
- Soldiers, prisons guards and employees of two large federal presences are the primary users of the bridge and would shoulder a heavy portion of the burden.

The Mid-America Regional Council (MARC) has cited the connection between Leavenworth County and the Kansas City International Airport as a regional priority in the development of the Perimeter Transportation Needs Assessment. The widening of the Centennial Bridge over the Missouri River is listed as a project in the 5-County Regional Transportation Study, Capacity Strategies, for the 2020-2030 period.

**Next steps:** The project will require an environmental assessment, which will likely result in a need for an environmental impact statement, because the project includes the expansion of the Missouri River crossing to four lanes through the construction of a replacement.

**Funding:** The bi-state team is at a standstill for funding options. The Fort continues to advocate for a safer route to and from Kansas City International airport.

**Support Partners:** Leavenworth County, KS; Platte County, MO; Platte City, MO; Fort Leavenworth, KS; Mid-America Regional Council; City of Leavenworth, KS; Kansas City International Airport; Kansas and Missouri Departments of Transportation; and the City of Tracy, MO.

## **Safe Communities**

### **The issue:**

Reducing crime and ensuring public safety is any community's top priority. Local law enforcement officials deal regularly with everything from misdemeanors and drug possession crimes to felonies and major drug trafficking activities. In addition, emergency medical responders must be trained and prepared to address myriad situations, ranging from natural disasters and chemical incidents to traditional fire and medical calls. Confronting and responding to such a wide range of challenges is overburdening the budgets of local governments and the funding concerns have been exasperated by the economic crisis.

### **Notes:**

- The City of Leavenworth had the opportunity to add an additional Police Officer to serve as a School Resource Officer with the use of federal funding made available by the COPS grants. The Police Department has also been able to substantially enhance our capabilities with the Byrne Justice Assistance Grants by acquiring body-worn cameras for all officers which is vital to enhancing community trust. Further, the Police Department has been able to acquire additional less-lethal equipment in an effort to reduce violent confrontations with officers and further building trust and legitimacy.
- The City sees state and federal cooperation as an imperative part of effective law enforcement, and federal assistance is vital in intergovernmental coordination to reduce crime.
- The economic crisis has reduced budgets that were already stretched dangerously thin. Budget cuts in public safety equipment and technology make it impossible to maintain a proactive and adequately prepared public safety infrastructure. Recent changes in asset forfeiture laws have also significantly reduced funding for these improvements.

### **Request to Congress:**

- The City asks Congress to enhance funding for proven public safety programs such as Community Oriented Policing Services (COPS) and Byrne Justice Assistance Grants. These specific programs have been of great assistance to the City of Leavenworth and their reduction has impaired our effort to maintain an effective public safety system.



## **Water quality/Water treatment**

We support a clean and safe public water supply and the protection of public health and aquatic life. We endorse federal investments and cooperative solutions that address water quality challenges and take into account municipal cost concerns.

### ***Storm water***

We support simple and flexible federal regulations of municipal storm water run-off that allow for orderly and cost-effective development. The federal government should appropriate funds for research and for the development of pilot projects on storm water management.

### ***Nutrient Removal***

We support federal regulations that are proportionate to the share of the overall negative effects caused by any process undertaken by the City.

- The National Water Quality Inventory: 2000 Report cites nutrients as one of the leading causes of water quality impairment in waters of the United States. The Kansas Department of Health and Environment is looking to solve this problem by requiring substantial changes in regulations dealing with Wastewater Treatment Plants, which is easier to address than runoff, but would create disproportionate costs to local government entities that operate Wastewater Treatment Plants.
- The City of Leavenworth approved a wastewater master plan update (November 2010) completed by Black and Veatch; which included a nutrient removal improvements study that identified and developed a preferred process that could be implemented on the existing wastewater treatment plant site to accomplish the nutrient removal goals outlined in the permit. The probable project cost for level 1 and 2 is approximately \$56.9 million for construction plus \$11.4 million for engineering.
- The City undertook a disinfection project in 2012, which required capital costs of \$5 million. In order to finance this project, users were subjected to a 25 percent rate increase. In comparison, a \$70 million project could result in a 300 percent rate increase.

### **Request to Congress:**

- The City of Leavenworth requests that Congress pass legislation that directs the Environmental Protection Agency to work with state officials (Kansas Department of Health and Environment) to evaluate the benefits and costs of alternate methods of nutrient removal before requiring the City of Leavenworth to undertake a \$68.3 million plant improvement and upgrade project. Regional approaches dealing with storm water and lakes may be a more cost-effective use of resources.

## Other City Issues:

- **Streamlined Sales Tax.** We urge Congress to take action to implement the mandatory collection of sales and use taxes on remote sales. The legislation should not preempt state and local sales and use tax authority. Should federal legislation allow for the state imposition of such taxes, we support the distribution of those funds to cities and counties using existing statutory formulas. Kansas should continue to participate in the Streamlined Sales Tax Project.
- **Community Development Block Grants (CDBG)** – We support continued funding for Community Development Block Grants, Community Service Block Grants and HOME Grants. These programs’ funding is an essential component of cities’ strategies to fund critical community services and infrastructure needs. The City of Leavenworth is an entitlement community and receives funding directly from the federal government – we support the continuation of this relationship and resist any efforts to make the funding available through a state application process.
- **Municipal Bonds.** We support the removal or modification of overly burdensome and costly restrictions affecting the issuance of municipal bonds. Further, we support the continued tax-exempt status for municipal bonds.
- **Overtime Rule.** We support modernizing rules for overtime, but have concerns about the fiscal impact of the changes, particularly if they include automatic increases in the overtime threshold. As employers, absorbing the impact of sharp increases would have a significant negative impact on municipal budgets.
- **Transportation.** We support funding the Fixing America’s Surface Transportation Act (FAST ACT), which allows investment in critical infrastructure. We support an infrastructure plan that helps smaller communities create road and infrastructure projects that lead to residential and commercial growth. We ask congress to support and promote funding options that send resources directly to local governments for transit and transportation enhancements.
- **Railroad Quiet Zones.** We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise. The City of Leavenworth had a Quiet Zone study done in 2012 and the cost was estimated at more than \$500,000 to bring a quiet zone to our City.

**POLICY REPORT  
RIVERFRONT COMMUNITY CENTER  
PHASE 4 STONE REPLACEMENT PROJECT  
RESOLUTION B-2191**

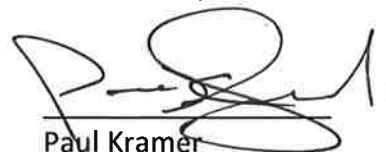
**MARCH 27, 2018**

Prepared by:



Carla K. Williamson, CMC  
City Clerk

Reviewed by:



Paul Kramer  
City Manager

**ISSUE:**

The issue before the City Commission is to consider a resolution authorizing the Riverfront Community Center Phase 4 Stone Replacement Project and that temporary notes and/or general obligation bonds of the City in the maximum principal amount of \$1,500,000 are to be issued to pay the cost of the project.

**BACKGROUND:**

At the January 17, 2017 Study Session there was a consensus by the City Commission to reserve funding for a \$500,000 grant from Mid America Regional Council (MARC) for the project.

At the December 12, 2017 Regular Meeting the City Commission approved the Kansas Department of Transportation (KDOT) Project Programming Request for the \$500,000 grant through MARC to be used for the construction of the project to start in 2019.

At the January 23, 2018 Regular Meeting the City Commission approved the design contract with TreahnorHL for the RFCC Phase 4 Stone Replacement Project.

In order to receive the \$500,000 grant provided by KDOT and distributed through MARC, the project must be started in 2019; therefore it is necessary to issue temporary notes for the project. The funding plan for the project is included in the 2018-2022 CIP.

Adoption and Approval of Resolution B-2191 declares the City's intent to issue bonds for the project. This item will come back to the City Commission later in the bonding process with various resolutions and ordinances authorizing the sale and setting the dates for the sale of bonds and temporary notes in 2018.

**ATTACHMENT:**

Resolution No. B-2191

Previous Policy Reports January 17, 2017; December 12, 2017; January 23, 2018

**ACTION REQUIRED:**

Motion to adopt and approve Resolution No. B-2191

## RESOLUTION NO. B-2191

**WHEREAS**, the City of Leavenworth, Kansas, (the “City”) has the authority, inter alia, to alter, repair, reconstruct, remodel, replace or make additions to public buildings for public purposes pursuant to K.S.A. 12-1736 et seq., as amended, (the “Act”); and

**WHEREAS**, the City, in order to protect and promote the public health, safety and welfare of the City and its inhabitants, wishes to replace certain stone elements and otherwise repair, reconstruct and renovate the City’s Riverfront Community Center building facility at a total estimated cost of \$1,500,000 (the “Project”); and

**WHEREAS**, the Project does not involve the acquisition or construction of City offices, public libraries, auditoriums, community or recreational buildings, no election to consider the issuance of the bonds of the City hereinafter provided for is required under the Act; and

**WHEREAS**, the City intends to finance the costs of the Project from the proceeds of its temporary notes and/or general obligation bonds of the City issued in accordance with the requirements of the Act and/or grant proceeds or other legally available funds of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS**, sitting in regular session this 27th day of March, 2018, that the completion of the Project of the City be, and the same is hereby, authorized and ordered to be done and that temporary notes and/or general obligation bonds of the City in the maximum principal amount of \$1,500,000 be issued under the authority of the Act to pay the costs of the Project together with all things necessary and incidental thereto.

**BE IT FURTHER RESOLVED** and declared that the completion of the Project to protect and promote the public health, safety and welfare constitutes a valid public purpose.

**BE IT FURTHER RESOLVED** that the City both reasonably expects and intends to finance the costs of said improvements from the proceeds of general obligation bonds of the City. The City does hereby express its official intent to reimburse any such pre-issuance original expenditures (as defined in Treas. Reg. 1.150-2(c)) made by it on or after the date which is 60 days before the date of this Resolution from the proceeds of such bonds in the estimated maximum principal amount of \$1,500,000. The City will issue such bonds for such purposes and make the reimbursements within eighteen (18) months after the date the expenditure to be reimbursed was paid or, if later, eighteen (18) months after the date on which the property resulting from the expenditure was placed in service. Provided, that, in any event, the City must make the reimbursement allocation within three (3) years after the date the expenditure was paid. This Resolution, as the expression of the governing body's official intent regarding the matters described herein, will be available for public inspection in the City Clerk's office at City Hall during regular business hours of the City.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk of the City be, and they are hereby, authorized to give public notice, in accordance with the requirements of K.S.A. 10-106, of the City's intent to sell its general obligation bonds to finance the payment of the costs of the Project.

**BE IT FURTHER RESOLVED** that this Resolution, as the expression of the governing body's official intent regarding the matters described herein, will be available for public inspection in the City Clerk's office at City Hall during regular business hours of the City.

**IT IS SO RESOLVED.**

**ADOPTED AND APPROVED** this 27th day of March, 2018.

CITY OF LEAVENWORTH, KANSAS

\_\_\_\_\_  
Mark Preisinger, Mayor

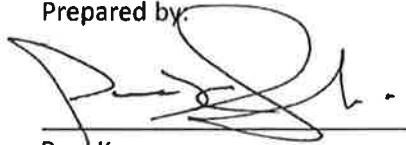
ATTEST:

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

(SEAL)

**Policy Report**  
Riverfront Community Center Stone Repair Project Grant  
Jan. 17, 2017

Prepared by:



Paul Kramer  
City Manager

**Background:**

In mid-2016, the City completed work on multiple phases of the stone repair/replacement project for the Riverfront Community Center. The original scope of work estimates the remaining phases to cost about \$1.4 million. At this point, no further action has been taken to budget the remaining work.

In the fall of 2016, staff from Public Works submitted the project for grant funding from the Mid-America Regional Council (MARC). The project has been awarded a \$500,000 grant, which requires an administrative payment of \$2,500 to secure the funding and assurance that project will start in or before 2019. The \$1.4 million would represent the total completion of the project.

**Subject:**

Staff recommends sending the \$2,500 payment to MARC to reserve the funds, unless the Commission has no intention of moving forward with this project. Sending that payment does not obligate the City to ultimately accept the grant and move forward with the project. However, accepting the grant and turning it back could harm the City's standing for future grants. The \$2,500 would be non-refundable.

**Action:**

Funding at this level does not require City Commission approval, however staff requests consensus on the intention of moving forward, or not, with future funding for the completion of the stone replacement project at the Riverfront Community Center.

Should the Commission provide consensus in favor of continuing with the project, a funding plan would be submitted as part of the 2018-2022 CIP process.

**POLICY REPORT PWD NO. 17- 62**

**APPROVE THE KDOT PROJECT PROGRAMMING REQUEST FOR THE  
RFCC PHASE 4 STONE RESTORATION PROJECT**

**Project 2017- 875**

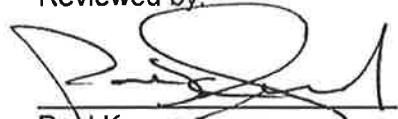
**December 12, 2017**

Prepared by:



Michael G. McDonald, P.E.,  
Director of Public Works

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

The Kansas Department of Transportation requires the appropriate local official's signature on the Project Programming Request prior to authorizing funds for a specific project.

**BACKGROUND:**

A project to replace/repair a portion of the stone on the Riverfront Community Center was completed in early 2016. Areas completed under Phases 1, 2, and 3 of the project are identified below:

- Main Hall entry rebuild and wall stabilization
- Main Hall corner and gable stone replacement (east & west side)
- Men's Wing corner and gable stone replacement
- Men's Wing chimney stone replacement

In March 2017, staff submitted an application to MARC (Mid-America Regional Council) for a grant to complete Phase 4 of the Stone Restoration Project. Funds for the project are provided by KDOT and distributed through MARC. In August of 2017, the City was awarded \$500,000 in grant funds to be used for construction of the project starting in 2019.

The Phase 4 project consists of the following work, which will complete all work originally anticipated for the project:

1. Remove/Replace the structural stone on the east/west corners and gables of the Freight and Women's Wings of the building.
2. Remove/Replace the belt course stones (including stone window sills) around the entire building.

The project will be scheduled for design to be completed in 2018 with bidding in late 2018 to allow for the necessary pre-construction work to take place over the winter months with construction to start in spring/early summer of 2019. Construction is expected to be complete in late 2019 or early 2020.

Construction costs are generally seen as shown in the CIP and summarized below

• Design and inspection Costs	\$76,740
• Construction Cost	\$1,125,000
• MARC/KDOT Grant	(\$500,000)
• Kansas Historic Tax Credit	(\$250,000)
• Payment to MARC for Grant Admin	\$2,500
• =====	
Anticipated Cost to the City in 2019/2020	\$454,240

Treanor Architects completed the design of Phases 1 through 4 of the project. Plans for the remaining work are completed. Funding and project parameters have changed since the original design was completed; primarily related to KDOT bidding, awarding and managing of the project. This requires the modification of the plans to meet KDOT specifications for the final phase. Staff will bring a design contract with Treanor Architects related to these changes to the Commission for approval in early 2018.

KDOT requires the local authority to sign the Project Programming Request as verification that sufficient matching funds are available for the completion of the project. The approval of the CIP documents is considered sufficient documentation to show financial support for the project. Upon receipt of the signed request, KDOT will insert the project into their project schedule for funding.

**POLICY:**

The City Commission generally approves requests of this nature to secure funding for KDOT/MARC cooperative projects.

**RECOMMENDATION:**

Staff recommends that the City Commission approve the signing of the KDOT Project Programming Request to secure the project grant funding and place the project in the KDOT project schedule.

**ATTACHMENTS:**

DOT Form 1302 – Project Programming Request



**PROJECT PROGRAMMING REQUEST**

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amend Existing Project		<b>Date:</b>	3/13/2017
<b>Program Year:</b> 2019		<b>Funding Program:</b> TAP - Historic Preservation/Archeological Projects			
<b>KDOT District</b>		<b>MPO</b>		<b>MPO TIP #</b>	
1		MARC		163014	
<b>County</b>	<b>City</b>	<b>Route / Corridor</b>	<b>Functional Classification</b>		
Leavenworth	Leavenworth	N/A	N/A		
<b>Project Sponsor / Lead Agency</b>					
City of Leavenworth					
<b>Project Mgr / Contact</b>		<b>Phone</b>		<b>E-mail Address</b>	
Mike Hooper		913-684-0396		mhooper@firstcity.org	
<b>Project Title</b>					
RFCC Stone Restoration Project					
<b>Project Length:</b> N/A miles		<b>Desired Letting Date:</b>		October, 2019	
<b>Letting Type:</b> <input checked="" type="checkbox"/> KDO <input type="checkbox"/> LPA <input type="checkbox"/> Force Account					
<b>Location, Project Limits, Description, Scope of Work</b>					
Esplanade & Delaware St., The restoration project will include the removal and replacement of all remaining deteriorated structural sandstone components on the exterior of the historic Union Pacific Depot (City of Leavenworth Community Center). Stone work will be accomplished by complete stone removal/replacement and stone surface					
<b>Purpose and Need</b>					
The decay of the calcareous sandstone, which decays in the presence of airbourne pollutants, has created a situation where the deteriorated stone is allowing water migration into mortar joints and the building structure. This migration of elements is expediting the decay and deterioraoration of the stone components jeopardizing the structural integrity of the building.					
<b>Project Benefits</b>					
The project will help maintain the structural integrity of the historic structure.					
<b>RR within 1/2 mile?</b>	<b>RR Company Name</b>	<b>No. of Tracks</b>	<b>Existing Crossing Protection</b>		
Yes	Union pacific	1	Flashing Lights and Gates		

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below:

<b>Project Cost Estimate</b>			
	<i>Participating</i>	<i>Non-Participating</i>	<i>Total</i>
PE (Design)		\$ 48,500.00	\$ 48,500.00
Utilities	\$ -	\$ -	\$ -
ROW	\$ -	\$ -	\$ -
CE (Inspection)		\$ 14,120.00	\$ 14,120.00
<b>Construction Total</b>	<b>\$ 500,000.00</b>	<b>\$ 625,000.00</b>	<b>\$ 1,125,000.00</b>
General Building	\$ 500,000.00	\$ 625,000.00	\$ 1,125,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

**PROJECT PROGRAMMING REQUEST**

			\$	-
<b>Project Totals</b>	<b>\$</b>	<b>500,000.00</b>	<b>\$</b>	<b>687,620.00</b>
			<b>\$</b>	<b>1,187,620.00</b>

BE IT RESOLVED: That sufficient funds from City of Leavenworth

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Appropriate Local Officials

\_\_\_\_\_

Title

\_\_\_\_\_

Title

ATTEST:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

POLICY REPORT PWD NO. 18-07

CONSIDER APPROVAL OF DESIGN CONTRACT  
WITH TREANORHL FOR THE RFCC PHASE 4 STONE REPLACEMENT PROJECT

City Project No. 2017-875  
KDOT Project No. 52-N-0676-01

January 23, 2018

Prepared by:



Michael G. McDonald, P.E.,  
Director of Public Works

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

Consider approval of design contract with TreanorHL for the RFCC Phase 4 Stone Replacement Project.

**BACKGROUND:**

In 2008, the exterior stone in the walls of the Riverfront Community Center were found to be extensively deteriorated. In early 2009, the City applied for and received a grant from KDOT through their "Transportation Enhancement" program. The grant was a shared 80% KDOT and 20% City for construction and inspection with the City responsible for all design costs.

On April 12, 2011, after an extensive "Qualifications Based Selection" (QBS) process, the City awarded a design contract to Treanor Architects for the design of the RFCC Stone Replacement Project. Plans were completed to include a base bid and alternates 1, 2, 3, and 4. The project was bid in late 2013 and a construction contract was awarded to Performance Contracting Inc. in the amount of \$1,241,450. The construction contract included all of the work in the base bid, alternates 1, 2, and 3. That work was completed at the end of 2015.

The work remaining in Alternate No. 4 is the subject of this policy report, and will complete the structural repair needs of the building. It consists generally of:

- Repairs to the north wall of the original building
- Repairs to the south wall of the original building
- Repairs to all of the horizontal stone (including window sills)

In March 2016 the Mid-America Regional Council (MARC), in conjunction with KDOT, sent out a call for projects under the "Transportation Improvement Program". The City submitted the grant application and was awarded \$500,000 to be used for the RFCC Phase 4 Stone Replacement Project. The estimated project cost follows:

Base Design & Inspection Services . . . . .	\$60,000
Historic Tax Credit Paperwork . . . . .	\$6,300
Civil Engineering Services – unknown at this time – separate contract	
Special Inspection Services – unknown at this time – separate contract	
Construction . . . . .	<u>\$1,125,000</u>
	\$1,191,300

The grant funds will be available to the City in the 2019 funding year. Staff has identified \$380,000 in the 2019 and 2020 CIPs for use in the project. Staff anticipates receiving approximately \$250,000 (25%) in historic tax credits for the project.

Treanor Architects provided exceptional services to the City on the prior project in the design and inspection phases and provides a wealth of knowledge and experience for projects of this type to include:

- Other historic depot projects
  - Missouri Pacific Depot . . . . . Eldorado, KS
  - Great Overland Station . . . . . Topeka, KS
  - Santa Fe Depot . . . . . Osage City, KS
  
- Extensive work in stonework repair and replacement methods
  - Kansas State Capital Building
  - Missouri State Capital Building
  - Fort Leavenworth Clock Tower
  
- Excellent record working with the Kansas State Historical Office
- Extensive experience with the Historic Tax Credit process
- Current knowledge and experience with contractors involved in this type of work

The design work is expected to be completed by October 2018 and will have a revised estimated construction cost as well as identifying any other costs for the project.

**RECOMMENDATION:**

Staff recommends the Commission approve the agreement for design engineering services with TreanorHL for the RFCC Phase 4 Stone Replacement Project in an amount not to exceed \$66,300.00.

**ATTACHMENTS:**

- TreanorHL Scope/Design Contract
- KDOT Project Programming Request
- Phase 4 Schematic
- Photos – Phase 4 work

**POLICY REPORT  
NEW LAWRENCE ROAD PROJECT  
RESOLUTION B-2192**

**MARCH 27, 2018**

Prepared by:



Carla K. Williamson, CMC  
City Clerk

Reviewed by:



Paul Kramer  
City Manager

**ISSUE:**

The issue before the City Commission is to consider a resolution authorizing the New Lawrence Road Project and that temporary notes and/or general obligation bonds of the City in the maximum principal amount of \$605,000 are to be issued to pay the cost of the project.

**BACKGROUND:**

At the September 5, 2017 Study Session the New Lawrence Road Improvements project was reviewed by the City Commission. There was a consensus by the City Commission to move forward with the Staff recommendation to issue temporary notes to be converted to general obligation bonds using property tax revenue created by the properties within West Glen to pay off the bonds.

At the February 27, 2018 Regular Meeting the City Commission approved the design contract with Napier Engineering LLC to design the New Lawrence Road Project.

Adoption and Approval of Resolution B-2192 declares the City's intent to issue bonds for the project. This item will come back to the City Commission later in the bonding process with various resolutions and ordinances authorizing the sale and setting the dates for the sale of bonds and temporary notes in 2018.

**ATTACHMENT:**

Resolution No. B-2192  
Policy Report Study Session September 5, 2017  
Policy Report Regular Meeting February 27, 2018

**ACTION REQUIRED:**

Motion to adopt and approve Resolution No. B-2192

**RESOLUTION NO. B-2192**

**WHEREAS**, the Governing Body of the City of Leavenworth, Kansas, (the "City") has heretofore, by Ordinance, determined and established New Lawrence Road, from 20<sup>th</sup> Street Trafficway east to the north line of the intersection of 14<sup>th</sup> Street and New Lawrence Road, to be a main trafficway within the City under the authority of K.S.A. 12-685 et seq. (the "Act"); and

**WHEREAS**, the Governing Body of the City has determined it necessary and advisable to improve said major trafficway.

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

**Section 1.** That a portion of New Lawrence Road, from 20<sup>th</sup> Street Trafficway and continuing in a northeasterly direction a distance of 1,400 feet, be improved by preparing, grading, constructing, and otherwise completing a new 31 foot wide, back of curb to back of curb, street with a road surface of 8" asphalt placed on 6" of AB-3 over geo-grid reinforcement material on compacted soil sub-grade together with storm drainage, concrete curb and gutter, entrances, and other necessary items at a maximum estimated cost of \$605,000 to be financed by temporary notes and/or general obligation bonds to be issued under the authority of the Act.

**Section 2.** That the City both reasonably expects and intends to finance the costs of said improvements from the proceeds of general obligation bonds of the City. The City does hereby express its official intent to reimburse any such pre-issuance original expenditures (as defined in Treas. Reg. 1.150-2(c)) made by it on or after the date which is 60 days before the date of this Resolution from the proceeds of such bonds in the estimated maximum principal amount of \$605,000. The City will issue such bonds for such purposes and make the reimbursements within eighteen (18) months after the date the expenditure to be reimbursed was paid or, if later, eighteen (18) months after the date on which the property resulting from the expenditure was placed in service. Provided, that, in any event, the City must make the reimbursement allocation within three (3) years after the date the expenditure was paid. This Resolution, as the expression

of the governing body's official intent regarding the matters described herein, will be available for public inspection in the City Clerk's office at City Hall during regular business hours of the City.

**Section 3.** That the plans and specifications for such improvements are hereby approved.

**IT IS SO RESOLVED.**

**PASSED AND APPROVED** this 27th day of March, 2018.

**CITY OF LEAVENWORTH, KANSAS**

\_\_\_\_\_  
Mark Preisinger, Mayor

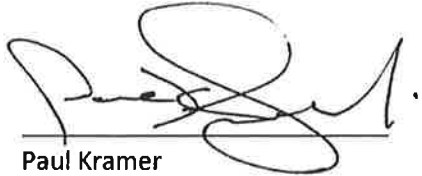
ATTEST:

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

(SEAL)

**Policy Report**  
New Lawrence Road Improvements  
Sept. 5, 2017

Prepared by:



Paul Kramer  
City Manager

**Issue:**

The West Glen subdivision is a 101-unit, single-family development to be located at approximately 20<sup>th</sup> Street and New Lawrence Road. The final plat for phase I of the West Glen subdivision has been approved by the Development Review Committee and will be presented to the Leavenworth Planning Commission at its Sept. 11 meeting. If the plat is approved, the City Commission would hear the item and then the process of site preparation, grading and building is expected to start within six months.

One major factor still undetermined is the improvement of New Lawrence Road to a standard that would be acceptable to access a new development. A second consideration is that the improved New Lawrence Road will most likely be a required section if/when Muncie Road is extended west of 10<sup>th</sup> Street. The project would improve approximately 1,500 feet of roadway. There is no engineering estimate on the cost of the project at this time, however, staff believes the project will likely be in the \$500,000-\$600,000 range.

Staff has met multiple times internally and with our financial advisors to evaluate the best options to fund the construction of this road.

Staff's recommendation is for the City to issue temporary notes, which would be converted to general obligation bonds, with the funding mechanism being property tax revenue created by the properties within the West Glen development. The City also would need to enter into a design contract for the improvements, with an expectation that staff would perform inspection services internally.

Other options include:

- Creating a benefit district in the area
- Folding the project into the City's annual road maintenance program

**Action:**

City Commission discussion, followed by a consensus direction for staff to pursue.



POLICY REPORT PWD NO. 18-09

CONSIDER DESIGN CONTRACT WITH NAPIER ENGINEERING, LLC.  
FOR THE NEW LAWRENCE RD. IMPROVEMENT PROJECT

City Project 2017-869

February 27, 2018

Prepared by:



Michael G. McDonald, P.E.,  
Director of Public Works

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

Consider the design contract received from Napier Engineering, LLC. for the New Lawrence Road Improvement Project.

**BACKGROUND:**

The existing New Lawrence Road is a gravel road with open ditches on both sides of the roadway east of the intersection at 20<sup>th</sup> Street. The West Glen Subdivision currently under construction by Reilly and Sons Realty will use New Lawrence Road as access to the subdivision. The current roadway is narrow and not capable of handling the increased traffic in a safe and efficient manner from the new subdivision.

In late 2017, Staff sent out a Request for Qualifications (RFQ) to engineering firms interested in the project. RFQs were received from two (2) firms. Interviews were conducted and it was determined Napier Engineering was the most qualified firm.

The road will be designed to be 31-foot wide with curb and gutter and improved storm drainage. The improvements will start at the end of pavement at the 20<sup>th</sup> Street intersection and run north to approximately 150 feet north of the north line of the West Glen Subdivision.

Initial construction will be funded through the City and paid back through taxes collected on properties within the subdivision.

It is expected that these improvements will occur in late 2018.

**POLICY:**

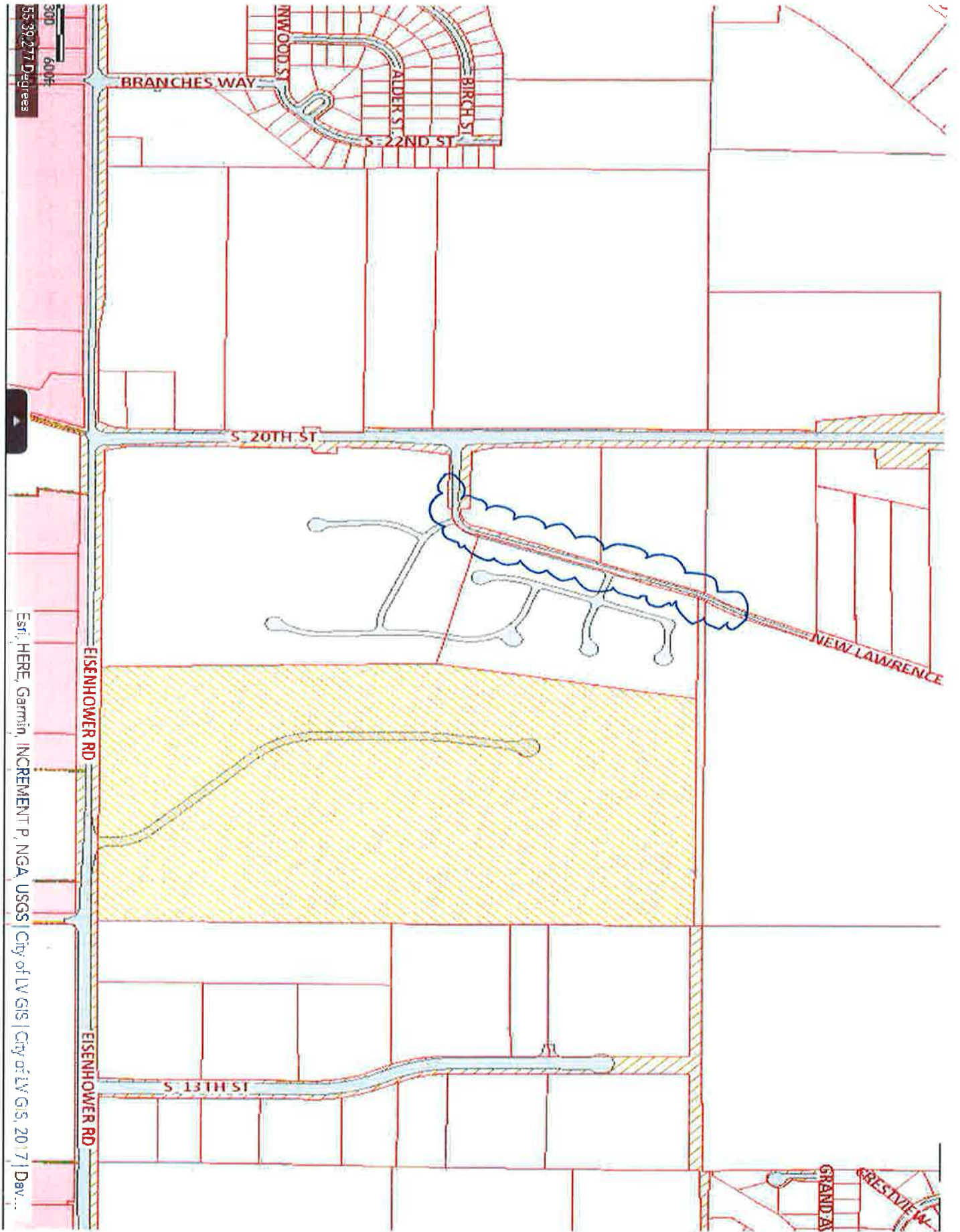
The City generally uses the Qualifications Base Selections process to select engineers for project design. Napier Engineering, LLC. has completed the design of numerous projects for the City.

**RECOMMENDATION:**

Staff recommends the City Commission approve the design contract submitted by Napier Engineering, LLC for the New Lawrence Road Improvement Project in an amount not to exceed \$35,300.

**ATTACHMENTS:**

Location Map  
Contract



**POLICY REPORT  
RESOLUTION ADOPTING THE REVISED ADMISSIONS AND CONTINUED  
OCCUPANCY, PET POLICY, DWELLING LEASE AND SMOKE-FREE POLICY FOR  
THE PUBLIC HOUSING PROGRAM  
MARCH 27, 2018**

**PREPARED BY:**



Andrea Cheatom, Housing Manager  
Leavenworth Housing Authority

**APPROVED BY:**



Paul Kramer, City Manager

**ISSUE:**

Consider a resolution adopting a revised, Admissions and Continued Occupancy Policy, Pet Policy, Dwelling Lease and adding a Smoke-Free Policy to be used for the Public Housing Program (Planters II).

**OVERVIEW:**

The Admissions and Continued Occupancy Policy has been revised to be compliant with required HUD Rules and Regulations. The Pet Policy has been revised to remove the requirement of declawing cats, change the monthly security payment amount, rodents are no longer allowed and signature lines for the tenant and staff have been added. The Dwelling Lease has been revised to include Lead Safety and Smoke-Free implementation. HUD has implemented a Smoke Free Policy in Public Housing. By July 31, 2018 PHA's must have a final smoke free policy in place. Leavenworth Housing Authority has completed consultation with the residents, revised the lease, revised the Admissions and Continued Occupancy Policy and developed a Smoke Free Policy.

**COMMISSION ACTION:**

Motion to adopt the attached resolution amending the Admissions and Continued Occupancy Policy, Pet Policy, Dwelling Lease and adding a Smoke-Free Policy for the Public Housing Program (Planters II).

A full version of the Admissions and Continued Occupancy Policy can be viewed on the City of Leavenworth website:

<http://www.lvks.org/departments/division.php?structureid=70> in the Public Housing Section under documents and reports.

**RESOLUTION NO. B-2193**

**BE IT RESOLVED BY THE LEAVENWORTH CITY COMMISSION ACTING AS THE LEAVENWORTH HOUSING AUTHORITY COMMISSION, CITY OF LEAVENWORTH, KANSAS, AS FOLLOWS:**

**Section 1.** The Leavenworth City Commission is the legal Housing Authority for the City of Leavenworth, Kansas.

**Section 2.** The revised Admissions and Continued Occupancy Policy for the Public Housing Program to include the revised pet policy, dwelling lease and a smoke free policy is hereby approved and authorized for submission to the U.S. Department of Housing & Urban Development.

**Section 3.** Policies and procedures identified in the plan have been appropriately adopted by Resolution of the Leavenworth City Commission on file and available for public inspection in the Leavenworth Housing Authority Office, 200 Shawnee Street, Leavenworth, Kansas.

**Section 4.** This Resolution shall be effective from and after its passage as provided by law.

**PASSED AND APPROVED** this 27<sup>th</sup> day of March 2018.

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Mark Preisinger, Mayor

ATTEST:

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Carla K. Williamson, CMC  
City Clerk

**PET POLICY  
THE HOUSING AUTHORITY OF THE CITY OF  
LEAVENWORTH, KANSAS  
(Leavenworth Housing Authority)**

The Housing Authority of the City of Leavenworth, Kansas, in compliance with Section 227 of the Housing and Urban Development (HUD) Rural Recovery Act of 1983, provides for pet ownership for Residents in housing for the elderly and handicapped under the following conditions and subject to the following restrictions.

**I. INTRODUCTION:**

The Pet Policy for Planter's II has been developed in accordance with HUD regulations published in the Federal Register, December 1, 1986, and was originally adopted by the Leavenworth Housing Authority on March 2, 1987. The policy was amended on March 24, 1998 and the amendments were incorporated into the text of the policy thereafter. The effective date of the merged document was May 1, 1998. The policy was amended on February 24, 2009 and the amendments were incorporated into the text of the policy thereafter. The effective date of the merged document shall be April 1, 2009. This policy was amended on March 13, 2018 and the amendments were incorporated into the text of the policy thereafter. The effective date of the merged document shall be April 1, 2018. This policy shall apply to existing and prospective residents for occupancy at Planter's II. Failure to comply with any provision of this policy shall be considered a lease violation.

The pet rules for this project are incorporated into this policy. The rules adopted by Management are reasonably related to the legitimate interest of the Leavenworth Housing Authority including:

The Housing Authority's interest in providing a decent, safe, and sanitary living Environment for existing and prospective Residents;

Protecting and preserving the physical condition of the project;

The Housing Authority's financial interest in the project.

**II. DEMONSTRATION OF ACCEPTABILITY:**

**A. MANAGEMENT APPROVAL:**

1. All pets must be registered on a pet registration form provided by the Housing Authority before the pet is brought onto the premises. The Pet Owner and the Authority must enter into a "PET AGREEMENT."
2. In addition to executing the Agreement, the Pet Owner must provide the Housing Authority with documented proof of the proposed pet's health, suitability and acceptability in accordance with the provisions outlined in paragraph **II.B. STANDARDS.**
3. A pet must be registered with the Housing Authority before it is brought onto the project premises and annually thereafter. Registration includes:
  - a) Certificate signed by a licensed veterinarian or designated State local authority or Agent, stating that the pet has received all inoculations required by State or local law;
  - b) Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests and, in the cases of dogs and cats, is spayed or neutered;
  - c) Sufficient information to identify pet and demonstrate it is a common household pet;
  - d) Name, address, and phone number of two responsible parties to care for the pet if the owner passes away, is incapacitated or unable to care for the pet;
  - e) Execution of a Pet Agreement, stating that the Resident accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable rules;
  - f) Pet must be licensed in accordance with applicable State and local laws and regulations.
4. Registration will be coordinated with annual reexamination date.
5. Approval for the keeping of a pet shall not be given until all specified requirements are met.
6. The Housing Authority shall refuse to register pet if:
  - a) The pet is not a common household pet identified more specifically in this policy.
  - b) Keeping the pet would violate any applicable House Pet Rules.
  - c) Pet Owner fails to provide complete pet registration information or fails annually to update the registration.

- d) The Housing Authority reasonably determines, based on the Pet Owner's habits and practices, that the Pet Owner will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective Pet Owner's ability to comply with the pet rules and other lease obligations.
7. The Housing Authority shall not refuse to register a pet based on the determination that the Pet Owner is financially unable to care for the pet or that the pet is inappropriate, based on the therapeutic value to the Pet Owner or the interests of the property or existing Residents.
8. The Housing Authority is required to notify the Pet Owner if the Housing Authority refuses to register a pet within 10 business days of the Housing Authorities decision. The notice shall state the basis for the Housing Authority's action and will inform the Pet Owner of their right to appeal the decision in accordance with the PHA's grievance procedures. The notice of refusal to register a pet may be combined with a notice of pet violation.
9. The requirements may not conflict with State or local law. A Resident who cares for another Resident's pet must notify the Housing Authority and must agree to abide by all the pet rules in writing.

## B. STANDARDS:

1. Common household pets as outlined below will be permitted under the following guidelines:
  - a) **Dogs.** Maximum number – one (1) each; maximum weight – 25 pounds; must be housebroken; **may not use puppy pads or any other type of pet training pad for the pet**, all dogs must be taken to the designated area on exterior premises for relief (pet waste) purposes (see V, Additional Pet Rules, Letter B, Pet Areas Allowed) ; must be spayed or neutered; must have all required inoculations; must be licensed as specified now or in the future by State and local ordinance.
  - b) **Cats.** Maximum number – one(1) each; must be spayed or neutered; must have all required inoculations; must be trained to use a litter box or other waste receptacle; must be licensed as specified now or in the future by State law or local ordinance.
  - c) **Birds.** Maximum number – two (2) each; must be enclosed inside a cage at all times.
  - d) **Fish.** Maximum aquarium size – 20 gallons; must be maintained on approved stand. No more than two (2) aquariums per Pet Owner.
2. No pets other than specified in **paragraph II.B., #1**, may be kept by a Resident.

3. Only **one** of the above approved pets in **paragraph II.B., #1**, may be kept by a Resident with the exception of birds (2) and fish aquariums (2). Resident may not have more than one pet with the exception of one of the pets listed above (a-c) and one fish aquarium.
4. If an approved pet gives birth to a litter, the Pet Owner shall remove all pets from the premises except one.
5. Resident's failure to properly register a pet prior to bringing a pet onto the premises shall result in the initiation of an action to remove the pet and evict the Resident.
6. Animals which assist disabled persons are excluded from this Pet Policy, but shall comply with all requirements of the lease and other policies pertaining to the operation of Planters II. The Resident shall be required to certify animals that assist the disabled as an animal to be thus excluded. The certification shall contain the following:
  - a) Written certification signed by a physician or other licensed health care professional that the person suffers from a disability (sight, hearing, or mobility impairment) which may be aided by a service or assistance animal;
  - b) Written certification signed by a physician or other licensed health care professional that such animal is a necessary apparatus for specified, enumerated medical reasons to assist or treat the disability;
  - c) Written certification signed by a "service" or "assistance" animal training facility that the animal is trained to meet the specific service requirements for the disability;
  - d) Evidence of annual vaccination for rabies as attested by a licensed veterinarian;
  - e) Any required local animal license as may be applicable. All such certifications shall contain the complete name, address and telephone number of the certifying official in type written or printed form and shall indicate the date of certification and the approximate date of disability determination, animal assistance remedy determination, animal training, vaccination and/or licensing;

### **III. PETS TEMPORARILY ON THE PREMISES:**

- A. Pets which are not owned by a Resident will not be allowed.
- B. Residents are prohibited from feeding, including outside birds, or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the Housing Authority.
- C. One of the two exceptions to the rule will be visiting pet programs sponsored by a humane society or other non-profit organization.



- D. The other exception is that residents may care for another Resident's pet on a temporary basis, but first must notify the Housing Authority and must agree, in writing, to abide by the pet rules.
- E. State or local laws or regulations governing pets temporarily in dwelling accommodations shall prevail.

#### **IV. ADDITIONAL FEES AND DEPOSITS – PETS:**

##### **A. PET DEPOSIT:**

1. The Pet Owner shall be required to pay to the Housing Authority a refundable deposit for the purpose of defraying all reasonable costs for damages directly attributable to the presence of a pet. The deposit amount is the higher of \$50 or one half month's rent, not to exceed \$300, shall be paid to the Housing Authority. An initial Pet Deposit amount of \$50.00 shall be paid at the time the pet is properly registered and brought into the apartment. The Pet Owner shall then pay \$25.00 per month until the deposit amount is reached.
2. The Pet Owner may make a monthly payment of more than \$25.00 if he/she chooses, but is not required to do so.
3. If the Pet Deposit has not been paid in full before the Resident vacates the premises, the Housing Authority shall determine if the paid amount is sufficient to cover any damages caused by said pet. If the Housing Authority deems that the paid amount is not sufficient to cover the damages, the Resident shall be liable for paying the remainder of the Pet Deposit.
4. The Housing Authority reserves the right to change or increase the required deposit by amendment to these rules.

##### **B. PET WASTE REMOVAL CHARGE:**

1. A separate pet waste removal charge of \$10 per occurrence will be assessed to the Resident/Pet Owner when necessary.
2. Pet deposit and pet waste removal charges are not part of rent payable by the Resident.
3. All reasonable expenses incurred by the Housing Authority as the result of damages directly attributable to the presence of a pet in the project shall be the responsibility of the Pet Owner including:
  - a) Cost of repairs and replacement to Resident's dwelling unit.
  - b) Fumigation of Resident's dwelling unit.

- c) Such expenses as a result of a move-out inspection shall be deducted from the Pet Deposit at move-out, and the Resident shall be billed for any balance due.
4. The Housing Authority will refund the pet deposit to the Resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of the tenant move-out from the unit.
5. Legal action to recover unpaid expenses may be commenced if a properly prepared invoice is not honored by the Pet Owner.

## V. ADDITIONAL PET RULES:

### A. NOISE:

Pet Owner agrees to control the noise of his/her pet so that such noise does not constitute a nuisance to other Residents and/or does not interrupt their peaceful enjoyment of their apartments. Failure to control pet noise may result in the removal of the pet from the premises. This includes but is not limited to: long or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

### B. PET AREAS ALLOWED:

1. Pets must be maintained within the Resident/Pet Owner's apartment. When outside the apartment (within the building or on project grounds), dogs and cats must be kept on a leash or carried and under the control of the Resident/Pet Owner or other responsible individual **at all times**.
2. Pets are not allowed in the common areas including the lobbies, community rooms, dining rooms, hallways, elevator lobbies, and laundry areas except to enter and exit the building.
3. Pets are only allowed to enter/exit the building using the West entrance; unless the Resident is leaving or entering the premises and is parked in the East or South parking lots or the Residents ride is waiting in the East or South entrances.
4. The designated area for pets to defecate or urinate is the median located on the West side of the building between the upper and lower parking lots. Pet Owner is responsible for picking up all pet waste and disposing in the dumpster.
5. Pet Owners shall abide by City Ordinance No. 7116, Article I, General, Sec. 18-3, Property Damage which states "If any animal shall destroy, damage, or injure any tree, plant, shrubbery, grass, lawn, terrace or anything whatsoever or defecate thereon in any public place, grounds or parks, or upon the private premises of a person other than the animal's owner, or if the owner or keeper of any animal shall allow or permit the animal to be a nuisance or annoyance to another person in the ownership or occupancy of such person's private premises, the same shall be taken and regarded to be prima facie evidence of a trespass by the owner or keeper of the animal."

### C. CLEANLINESS REQUIREMENTS:

1. **Litter Box Requirements.** (For cats and other animals using a litter box or cage subject to State and local law).
  - a) All animal waste or the litter from litter boxes shall be picked up immediately by the Pet Owner and disposed of in a sealed plastic bag and placed in the trash receptacle located on the rear of Planters II.
  - b) Litter shall not be disposed of by being flushed through the toilet. Litter shall not be disposed of by placing down the trash chute. Charges for unclogging the toilet due to the improper disposal of pet waste shall be billed to the Resident.
  - c) Litter boxes shall be kept **inside** the Pet Owner's apartment in the bathroom. Litter boxes are not to be kept on any carpeted areas of the apartment.
2. **Requirement for Removal of Waste in Other Locations.** The Pet Owner shall be responsible for the immediate cleaning of any dirt or pet waste tracked through or deposited in the common area lobbies, hallways, elevators, or laundry areas.
3. **Odor.** Pet Owner shall take adequate precautions to eliminate any pet odors within or around the apartment and to maintain the apartment in a sanitary condition at all times.

### D. PET CARE:

1. No pet, except fish, shall be left unattended in any apartment for a period in excess of 24 hours.
2. Pet Owner shall be responsible for adequate care, nutrition, exercise and medical attention of his/her pet.
3. The Pet Owner must be aware and recognize that other Residents may have chemical sensitivities or allergies related to pets or may be easily frightened and/or disoriented by animals. The Pet Owner agrees to exercise common sense and common courtesy with respect to such other Residents' rights to the peaceful and quiet enjoyment of common areas and their apartments.

**VI. ALTERATIONS.** Resident shall not alter their unit, balcony, unit area, or common areas to create an enclosure for the animal.

**VII. RESPONSIBLE PARTIES.** The Pet Owner shall be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the Pet Owner, or by other factors that render the Pet Owner unable to care for the pet.

**VIII. INSPECTIONS.** The Housing Authority may, after reasonable notice to the Resident during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

**IX. PET RULE VIOLATIONS:**

**A. PET RULE VIOLATION NOTICE:**

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcements.

If a determination is made on objective facts supported by written statements, that a Pet Owner has violated the pet rules, written notice shall be served to the Pet Owner. The notice must contain a brief statement of the factual basis for the determination and the pet rule(s) alleged to be violated. The notice also shall state:

1. That the Pet Owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
2. If a meeting is requested it will be scheduled no later than 15 days from the effective date of the service of notice of the pet rule violation(s) unless the Pet Owner agrees to a later date in writing. As a result of the meeting, the Housing Authority may give the Pet Owner additional time to correct the violation.
3. That the Pet Owner is entitled to be accompanied by another person of his or her choice at the meeting.
4. That the Pet Owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to terminate the Pet Owner's residency.

**B. NOTICE FOR PET REMOVAL.** If the Pet Owner and the Housing Authority are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the Housing Authority, the Housing Authority may serve notice to remove the pet.

1. Contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated;
2. State that the Resident shall remove the pet within 10 days of the effective date of service of the notice of pet removal;
3. State that failure to remove the pet may result in initiation of procedures to terminate the Resident's residency.

**C. TERMINATION OF RESIDENCY.** The Housing Authority may initiate procedures for termination of the Resident/Pet Owner's residency based on a pet rule violation if:

1. The Pet Owner has failed to remove the pet or correct a pet rule violation within the applicable time period specified;
2. The pet rule violation is sufficient to begin procedures to terminate the Pet Owner's residency under the terms of the lease and applicable regulations.

**D. PET REMOVAL:**

1. If the health of safety is threatened by the death or incapacitation of the Pet Owner, or by other factors that render the Pet Owner unable to care for the pet, the Housing Authority shall follow the following procedures (this includes pets which appear to be poorly cared for or which are left unattended for longer than 24 hours).
2. The situation will be reported to the Responsible Party(s) designated by the Pet Owner. If the Responsible Party(s) is unwilling or unable to care for the pet or if the Housing Authority, despite reasonable efforts, has been unable to contact the Responsible Party(s), the Housing Authority may contact the appropriate State or local authority and request the removal of the pet.

**X. EMERGENCIES:**

- A. The Housing Authority will be concerned about pets that become vicious or display symptoms of severe illness or demonstrated behavior that constitutes an immediate threat to the health or safety of the Residents as a whole.
- B. The Housing Authority will refer these cases to the State or local authority authorized under applicable State or local law to remove pets that exhibit such behavior.
- C. If it is necessary for the Housing Authority to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

**XI. LIABILITY.** The Housing Authority is not responsible for damage or injury caused by any pet on the premises.

**IN WITNESS WHEREOF, the parties have executed this Lease Agreement**

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**Head of Household Signature**

\_\_\_\_\_  
**Housing Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## DWELLING LEASE

ACCOUNT NO.: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

PROJECT NO.: KS068

PROJECT NAME: Planters II

**1. DESCRIPTION OF PARTIES AND PREMISES:** The Leavenworth Housing Authority hereinafter called the PHA and/or Management does hereby lease to:

\_\_\_\_\_  
(Head) (Herein after called Resident)

\_\_\_\_\_  
(Co-head)

A \_\_\_\_\_ bedroom unit located at \_\_\_\_\_ Leavenworth, Kansas for an initial term beginning \_\_\_\_\_, 20\_\_\_\_, and ending midnight \_\_\_\_\_, 20\_\_\_\_, at a monthly rent of \$\_\_\_\_\_, under the terms and conditions stated herein or as required by HUD regulations. Said rent should be prorated on a per day rate for partial month occupancy if not taken on the first day of the month. The premises leased are for the exclusive use and occupancy of the tenant's household consisting of the following named individuals:

NAME	RELATIONSHIP	DOB	SEX

This lease shall be automatically renewed for successive terms of one year, provided, the resident is in compliance with all resident obligations.

The RESIDENT shall not be allowed to occupy the above named premises until the PHA receives the initial rental payment. This shall be true whether the initial payment is for a partial month's or full month's occupancy. Initial rent (prorated for partial month) shall be \$\_\_\_\_\_.

**2. AMOUNT AND DUE DATE OF RESIDENT RENT PAYMENTS:** Resident rent in the amount of \$\_\_\_\_\_ is payable in advance at the office of the Authority on the first calendar day of each month (and remaining in effect unless adjusted in accordance with Section 10 of this lease). Rent is due and payable on the first day of the month and is delinquent on the fifth day of the month. A 14-day Notice of Intent to Evict shall be issued to delinquent residents after the fifth day of the month. The PHA will not accept Partial Payment of such rental obligations without prior written approval by PHA Management.

Should the Resident fail to either pay the rent due or vacate the dwelling unit by the expiration of that 14-day Notice, the PHA will take applicable legal action to evict the Resident from the premises.

\_\_\_\_ This is flat rent for the Premises. \_\_\_\_\_ This is based on the income and other information reported by the Resident.

The Resident further understands and agrees that payment of rent by an insufficient-funds check or bank draft to the PHA for rent will not constitute payment of their rental obligation and may be cause for the PHA to take legal action to recover the obligation, and may also cause the PHA to take legal action to remove the Resident from the premises. Should an insufficient funds check be tendered, all future rent payments shall be made by money order or cashiers check. A \$30.00 insufficient funds charge will be charged to the Resident's account for any insufficient-funds checks.

**3. UTILITIES:** The Authority agrees to furnish refuse disposal, gas, electric current, and water and sewerage at no additional cost above the resident's rental fee (except as specified in Section 5). The Authority will not be responsible for failure to furnish utilities by reasons of conditions beyond its control. Resident agrees to maintain sufficient heat to prevent freezing of water pipes. If for any reason, Resident is unable to maintain sufficient heat, he/she shall immediately notify the Authority. The Resident agrees to pay all other non-basic utility charges, such as telephone service and/or cable television service, directly to the supplier, and to pay PHA-assessed excess utility charges, in the event that the Resident chooses to operate a major appliance (with PHA approval), such as a freezer. Lighting units, such as floor lamps, microwave ovens and fans are not considered major appliances, and are not subject to excess utility charges.

**4. MAINTENANCE CHARGES:** Resident and household members shall be obligated to pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, building, facilities or common areas caused by Resident, household member, or guest(s). Such charges shall be billed at a rate specified in the "SCHEDULE OF CHARGES FOR MAINTENANCE REPAIRS" as posted in the PHA's office.

**5. EXCESS UTILITIES:** Resident shall be subject to charges for consumption of excess utilities resulting from the use of major resident-supplied appliances. Such charges shall be billed at a rate specified in the "SCHEDULE OF CHARGES FOR CONSUMPTION OF EXCESS UTILITIES" as posted in the Authority's office. Window air conditioners may not be installed on the premises. Electric, propane, or kerosene heaters are not allowed on the premises. The Resident shall inform PHA of personal (non-PHA) ownership and use of major appliances in the dwelling unit and must pay excess utility charges for that appliance due with the monthly rent. The Resident shall request PHA approval of the placement of any major appliance in the dwelling unit prior to such installment. Failure to comply with this provision may be grounds for termination of this lease agreement.

**6. EQUIPMENT:** The Authority agrees to furnish without additional cost to Resident, a range and refrigerator in workable order.

**7. DUE DATE OF CHARGES OTHER THAN RENT:** Resident will be notified in writing of any charges assessed to his/her account. These charges are due fourteen (14) calendar days after the Authority gives written notice to Resident or the first of the following month, whichever is later.

**8. LATE CHARGES:** Rent payments not received by the PHA by the close of business (5:00 p.m.) on the 5<sup>th</sup> calendar day of each month shall be deemed "late".

Any occurrence of five (5) late rent episodes during any twelve consecutive calendar months of tenancy will be considered as "just cause" for the PHA to terminate or refuse to renew this Lease Agreement and to take whatever legal action may be necessary to evict the Resident from the premises.

Effective at 12:01 A.M., prevailing local time, beginning on the sixth (6<sup>th</sup>) calendar day of each month and for each subsequent day that the rent is late, the PHA will assess a ten (10) dollar processing fee plus a one dollar (\$1.00) per day late rent fee, with said late fee continuing to accrue on a daily basis until such

time as the Resident pays the obligation(s) to the PHA. Said late fee(s) shall be due and payable on the first day of the month following the month during which the fee(s) are assessed, or fourteen(14) calendar days, whichever is later.

**9. SECURITY DEPOSIT(S):** Resident agrees to pay deposit(s) as appropriate, as established in the "SCHEDULE OF SECURITY DEPOSITS":

- A. Damage Deposit:** Resident agrees to pay \$ \_\_\_\_\_, as a Damage Deposit to be used by the Authority at the termination of this lease toward reimbursement of the cost of cleaning and repairing any damage beyond normal wear and tear to the unit, which has been caused by the Resident or the Resident's household or Resident's guests and any rent or other charges. The Damage Deposit shall be equal to one month's rent at the time of occupancy and full payment of the Damage Deposit is to be made upon occupancy. A statement of all deductions will be issued to the Resident within 30 days after the Resident yields possession.
  
- B. Pet Deposit:** Resident agrees to pay \$ 50.00 or one-half Month's rent \$ \_\_\_\_\_ whichever is **more** as a pet deposit, if such pet is authorized. Pet must be authorized by written approval from PHA Management.

Except as otherwise provided herein, the Resident shall not apply or deduct any portion of said Security Deposit from the last month's rental obligation upon vacating the dwelling unit, or use, or, apply said Security Deposit in lieu of payment of rent to the PHA. Should the Resident fail to comply with this provision, said Security Deposit shall be deemed to have been forfeited to the PHA by the Resident and the PHA shall seek to recover, through whatever legal means available, the full amount of rent and late rent penalties owed by the Resident to the PHA, in addition to the amount of the Security Deposit captured by the PHA.

The Security Deposit shall be deemed to have been forfeited to the PHA in the event that the Resident vacates the herein identified dwelling unit without providing written Notice of Intent to Vacate. Notice of Intent to Vacate must be given prior to a rent paying date to be effective at the end of that rent paying month (i.e., Notice must be given on the first of the month effective for the end of that month). When such proper Notice is given by the Resident to the PHA, a move-out inspection will be conducted by the PHA, for which the Resident will receive Notice of the date and time, and the Resident will receive a full written accounting of the Security Deposit within fourteen (14) calendar days, if at all possible, but in no case later than thirty (30) calendar days after move-out, including a refund of any amounts not used by the PHA to defray the cost(s) named herein. If Resident damage prevents PHA from renting the unit, the rent loss shall be calculated and subtracted from the Damage Deposit until such time as the unit is rented.

**10. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:** Once each year, Resident agrees to furnish information and certification regarding family composition and income as required by the Authority in order to re-determine Resident's rent, eligibility, and proper unit size. This determination will be made in accordance with the approved Admission and Occupancy Policy available in the Management Office. Failure by the Resident to provide truthful information shall constitute a violation of this lease and PHA may initiate eviction proceedings. Residents opting to pay flat rent shall be recertified every three years.

Any rent changes resulting from the reexamination shall become effective on the first day of the second month following completion of the reexamination, thus providing the Resident with a minimum of 30 days notice of any increase in rent. In the case of rent decrease, the adjustment shall become effective the first day of the month following completion of the reexamination.



**A.** Rent as stated in **Section 2** shall remain in effect for the period between re-determinations unless the Resident requests an interim recertification due to family circumstances as listed below:

1. Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, except that rent shall not be reduced because a tenant's TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement.
2. Tenant has an increase in income.
3. Change in family composition- all changes in family composition must be reported to the Housing Manager within 10 days of the occurrence
4. The Resident elects to switch from paying the flat rent to paying rent based on income
5. When an elderly or disabled Resident's medical expenses increase
6. When other unusual circumstances arise or non-medical handicapped assistance expenses increase.

It shall be the duty of the Resident to furnish documentation and to report immediately any of the above stated changes.

If it is found that the Resident has failed to notify or has misrepresented to the Authority facts upon which his/her rent is based, then the rent increase shall be made retroactive to the date of said misrepresentation and the Resident may be subject to eviction.

**B.** If the Authority determines that the size of the unit is no longer appropriate, the Resident shall be notified to transfer when the appropriate size unit is available. Moving expenses shall be the responsibility of the Resident.

**C.** Resident may ask for an explanation stating the specific grounds when the Authority re-determines the following:

1. Total Tenant Payment;
2. Unit Transfer based on family composition.

Resident shall have the right to request a hearing under the Authority's grievance procedure if the Resident does not agree with the determination.

**D.** Flat rent shall be the Fair Market rent established by HUD at the time of lease, it is subject to change every three years.

Except for those Residents opting to pay the flat rent, the PHA is required to annually (or more often, when circumstances warrant) re-certify that the Resident remains eligible to occupy a public housing dwelling unit, that the Resident's rent has been calculated on the most recent Resident income/family size

data and that the Resident's family size is appropriate for the current dwelling unit. Resident's paying the flat rent are only required to re-certify every three years.

The annual re-certification must be completed prior to the anniversary date of the execution of this Lease Agreement. The re-certification must be accomplished in compliance with the PHA's Admissions and Continued Occupancy Policy (ACOP), all applicable Federal, State and/or Local rules and regulations, and all directives of the U.S. Department of Housing and Urban Development (HUD).

When the annual re-certification is required, the PHA will provide the Resident written notice, within ninety (90) calendar days of the anniversary date of this Lease Agreement, of the time and place for the re-certification interview. Such interview will take place within sixty (60) days prior to the subject anniversary date. Said notice will include an itemization of the documentation the resident is required to bring to the interview.

The Resident is responsible for attending the interview appointment scheduled in the Notice or rescheduling the appointment for a more appropriate time and/or date with the PHA. In no event will the interview be scheduled for less than thirty (30) days prior to the first day of the month of the anniversary date of this Lease Agreement. The Resident's failure to attend the recertification interview and/or to supply the required documentation without good cause will be considered a violation of the material terms of this Lease Agreement and will cause the PHA to issue a Notice of Lease Termination to the Resident.

Under certain circumstances, the PHA will conduct an interim re-certification of Resident's rent and/or dwelling unit size. An interim re-certification may occur at any time between the annual recertification periods.

**The RESIDENT is obligated to inform the PHA immediately when:**

1. Total family income increases.
2. Family size or other family housing needs change.

The PHA may demand an Interim re-certification when it suspects that the Resident has supplied inaccurate information or failed to supply required information concerning family size and/or income as required under the Resident's obligations.

In the event that the re-certification process, whether annual or interim, indicates that there have been no material changes in resident rent or the family's dwelling unit size since the last certification, this Lease Agreement will automatically renew on the first day of the month of the anniversary date.

In the event that Resident rent is changed due to re-certification, the Resident and the PHA shall execute the Monthly Rental Agreement section below, including the effective dates, as follows:

1. For interim re-certifications where the rent increases, the increased rent will be due and payable on the first day of the first month following a full month after the re-certification date, EXCEPT where the Resident has failed to provide required documentation and/or failed to attend the re-certification interview in a timely manner, in which case the increased rent will be due and payable on the first of the month following the date of re-certification.
2. For interim re-certifications where the rent decreases, the decreased rent will be due and payable on the first day of the first month following the re-certification date, provided that:

- a) The Resident has requested an interim re-certification a minimum of ten (10) days prior to the end of the current month; and
  - b) The Resident has provided all documentation, including third-party verification of income, etc., a minimum of 10 days prior to the end of the current month.
3. For annual re-certifications, with thirty (30) days notice, rent changes will be effective on the first day of the month of the anniversary date of this Lease Agreement, EXCEPT that:
- a) Where the Resident has failed to provide the required documentation and/or attend the re-certification interview at least 30 days prior to the anniversary date of this Lease Agreement without good cause, any rent increase will be effective on the anniversary date of this Lease Agreement with less than 30 days notice of the increase; and
  - b) Where the Resident has failed to provide the required documentation and/or attend the re-certification interview at least 30 days prior to the anniversary date of this Lease Agreement without good cause, any rent decrease will be effective on the first day of the month following the scheduled interview.

If, as a result of either type of re-certification, the PHA determines that the Resident's family size is no longer appropriate for the size (number of bedrooms) of their current dwelling unit, the PHA will provide a minimum of thirty (30) days written notice of that fact to the Resident, including notice that the Resident will be required to move to an appropriate sized dwelling unit, when one becomes available. The PHA will provide an additional written notice to the Resident of no less than thirty (30) days, when an appropriate dwelling unit becomes available. The Resident hereby agrees to relocate to an appropriately sized unit within thirty (30) days after receiving proper Notice(s), at the Resident's expense.

## **11. RIGHT TO USE; OCCUPANCY OF THE DWELLING UNIT AND RESIDENTS**

**OBLIGATIONS:** Resident agrees not to sublet or transfer possession of the premises; nor rent accommodation to boarders. The Resident further agrees not to use or permit the use of the dwelling unit for any purpose other than a private dwelling unit solely for the Resident and those identified in this lease without the written consent of the Authority. Resident also agrees not to allow the use of the dwelling unit address, for any purpose, by any person or organization not named in this lease.

Resident is allowed thirty (30) days per calendar year for each overnight guest(s). Resident may ask for an extension of the thirty (30) days, if the request is in accordance with "Resolution #11, "Modification to Visiting Guest Policy", located in the PHA office.

### **Reasonable accommodation of a Resident's guest or guests:**

- A. A "Guest" shall mean a person present in the Resident's dwelling unit or on or near PHA property as a direct result of the Resident's occupancy of said dwelling unit, whether invited or uninvited.
- B. Should the Resident wish to accommodate an over-night guest, the Resident shall notify PHA Management of this intent, including the provision of the guest's name, prior to making such accommodation. Upon such notification, the Resident may accommodate that specific guest for a period of up to seven (7) consecutive days.

- C. Should the Resident desire to accommodate that specific guest for a period of over seven (7) days, but no more than fourteen (14) days, the Resident shall request written approval of this accommodation from PHA Management, prior to such accommodation. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12 month period.

A foster child or a live-in aide may reside in the living unit with PHA written consent. (Please refer to the PHA's policy concerning the residence of a live-in aid in the ACOP).

**Resident, household members and guests shall be obligated:**

- A. To comply with all federal, state, and local building and housing codes pertaining to health and safety;
- B. To keep the premises and other areas assigned to Resident in a clean and safe condition;
- C. To keep appliances, fixtures, and carpeting reasonably clean and use reasonable care in their use, operation, and maintenance at all times and use all appliances, fixtures, and equipment in a safe manner;
- D. To dispose of ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner. Specifically, no hot ashes, uncontained liquids, large boxes, or unsecured glass shall be placed in the common trash chute;
- E. To use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities in a reasonable manner;
- F. To refrain from destroying, damaging, or removing any part of the premises;
- G. To pay reasonable charges (other than for normal wear and tear) for repair of damages to the unit caused by household members or guests;
- H. To conduct him/herself and to cause others on the premises with household member's consent, to conduct themselves in a manner which will not disturb other Residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, sanitary, and good condition;
- I. To assure that any household member, guest, or other person in the unit, whether or not present by consent, shall **not** engage in:
  - 1. Any criminal activity that threatens the health and safety or right to peaceful enjoyment of the Authority's housing premises for other Residents or employees of the Authority.
  - 2. Any drug-related criminal activity on or near Authority property.

For purpose of this lease, the term drug-related criminal activity means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 USC 803]).

- J. Not to possess or use firearms, BB guns, pellet guns, or other lethal weapons on Authority property. Keeping of firearms anywhere on the premises is strictly prohibited;
- K. Not to park unlicensed or inoperable motor vehicles on Authority property;
- L. To leave the unit in a clean and good condition and return the keys and or other entry apparatus (if applicable) upon vacating the property;
- M. To keep only authorized pets on Authority property permitted by "WRITTEN RIDER" and subject to the terms, conditions, and restrictions of the adopted pet policy. All pets must be authorized by the PHA before allowed on premises. Pets shall have current vaccination certification and current city licenses as required by city code;
- N. To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well being of the residents and the project. The regulations shall be posted in the Authority office in a conspicuous place and accessible to all Residents. A copy will be furnished to Resident upon request.
- O. To immediately notify management of any change in income or family size that would effect the rent or size of living unit assigned, except:
  - 1. Families paying the flat rent are only required to report income changes every three years or when they choose to revert to paying the formula-based rent;
  - 2. Certain families receiving earned income waivers, in writing from PHA Management, may only be required to report income changes annually, during the annual re-certification.
- P. Must not engage in any smoking of specified prohibited tobacco products in restricted areas, or in other outdoor areas that the PHA has designated as smoke-free.
- Q. Tenant shall certify to compliance with 8 h our per month community service requirement, if applicable.

**12. AUTHORITY'S OBLIGATION ON MAINTENANCE AND REPAIR:** The Authority agrees to keep the project building, facilities, common areas and grounds, not assigned to the Resident, in a clean, safe, sanitary, and good condition and to make necessary repairs. The Authority further agrees:

- A. To maintain the dwelling unit and the project in a decent, safe, sanitary, and good condition;
- B. To comply with requirements of federal, state, and local building codes, housing codes, and HUD regulations affecting health and safety;
- C. To make necessary repairs to the dwelling unit;
- D. To keep project building, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, appliances, elevators, and other facilities;

- F. To provide and maintain appropriate receptacles and facilities (except for containers for the exclusive use of an individual resident family) for the deposit of ashes, garbage, rubbish and other waste remove from the premises by the Resident;
- G. To mow and trim lawn;
- H. To provide pest control services;
- I. To supply running water and reasonable amounts of hot water, heat, and cooling at appropriate times of the year;
- J. To notify the Resident of specific grounds for any proposed adverse action by the Authority;
- K. To afford the Resident the right to request a hearing under the Authority's grievance procedure if the Resident does not agree with the proposed adverse action by the Authority. Grievance procedure may be viewed in the ACOP and will be given to Resident at time of executing Lease Agreement.

The Authority may authorize a Resident to alter the premises and/or perform other maintenance tasks only by "WRITTEN ORDER", signed by the Project Manager. Any alteration of exterior windows or doors shall require approval by the Executive Director to assume fire safety codes are met.

**13. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY:** The Resident shall immediately notify the Authority of any conditions and damages that are hazardous to life, health and safety of the occupants. The Authority shall be responsible for the repair of the unit within a reasonable time. If such non-tenant caused repairs cannot be made within a reasonable time, the Authority shall offer standard alternative accommodations.

If the damages are caused by the Resident, household members or guests, the reasonable cost of repairs shall be charged to the Resident. Any temporary relocation resulting from tenant caused damage shall be Resident's responsibility.

If the Authority fails its responsibility, and no relocation assistance can be provided, the resident's rent shall abate on a daily basis (for example, if the daily rent is \$10 and Resident does not have access to the unit for 10 days, the Authority will abate \$100 of the rent for that month, to be reduced from the next month's rent-payment). Rent shall not abate if the Authority provides reasonable temporary accommodation, or, if Resident rejects such alternative accommodation, or, if the damages were caused by the Resident, household members, or guests.

#### **14. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS**

**The PHA shall perform a pre-occupancy (move-in) inspection, made prior to commencement of occupancy and a pre-termination (move-out) inspection.**

- A. The Resident (or Resident's representative) shall be afforded the opportunity to be present during these inspections. The Resident's failure to be present during the inspection shall serve to waive any right the Resident may have to grieve the results of the inspection through established PHA grievance procedures;

- B. Results of these inspections shall be recorded on a HQS (Housing Quality Standards) Inspection Form, which lists conditions of the leased grounds, buildings and appurtenances thereto, and installed equipment:
  - 1. The completed inspection form shall be signed by the PHA and the Resident or the Resident's representative (if present); and
  - 2. One copy of the form shall be furnished to the Resident and one copy retained in the Resident's file in the Management office.
- C. Upon pre-termination inspection, the Resident shall be informed of charges levied for damages in excess of normal wear and tear (if any), which will be deducted from the security deposit. Such charges will be levied based upon the schedule of charges posted on the bulletin board in the PHA's Office, located at 200 Shawnee Street, Leavenworth, Kansas or upon the actual repair costs, for those repairs not appearing on said schedule. All final rent payments shall be for the full rent through the end of the month.
- D. Upon move-out, the Resident will be expected to clean the dwelling unit and PHA-installed equipment, pick up the grounds and remove debris from the premises to the satisfaction of the PHA.

**15. INSPECTIONS AND ENTRY OF DWELLING UNIT DURING TENANCY:**

Resident shall have a scheduled annual inspection once a year due at the time of their annual re-certification. If Resident should fail such inspection, a re-inspection shall be scheduled. If Resident fails said scheduled re-inspection, this shall be grounds for termination of Lease Agreement.

The Resident does agree that an authorized agent of the Authority shall enter the unit from time to time to perform routine inspections, maintenance and make improvements and repairs. Such entry may be made only during normal business hours (8:00 a.m. - 5:00 p.m.) after a two-day notice in writing to the Resident. The notice shall state date, time, and purpose.

The Authority shall have the right to enter Resident's unit without prior notice if an emergency exists. In the event the Resident and all adult members of his/her household are absent from the premises at the time of entry, the Authority shall leave on the premises a written statement specifying the date, time, and purpose of the emergency entry.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for the PHA to enter the unit.

**16. TERMINATION OF LEASE:** This lease may be terminated by the Authority at any time by giving a written notice as set forth in **Section 17**. The written notice may only be given for serious or repeated violations such as failure to make payments due under the lease or to fulfill the Resident's obligations set forth herein, or other good cause. If the Authority should elect to terminate this lease, the written notice of termination shall be given:

- A. Fourteen (14) days in advance in the case of failure to pay rent;
- B. A reasonable time in cases of a threat of or injury to other Residents or PHA employees;
- C. Thirty (30) days in all other cases, except as follows:

- D. Eviction for criminal activity or drug related criminal activity may occur immediately upon notice, provided, the Authority shall have: Considered all of the circumstances of the case, including but not limited to: the seriousness of the offense; the extent of participation by family members; the effects on non-involved family members, and the effects or danger to other Residents to reach a conclusion that eviction is warranted; such determination to be made in writing, provided to the Resident and maintained with the eviction documents.

The following notices may apply to eviction proceedings:

1. The PHA may notify the local post office serving the dwelling unit that the individual or family no longer resides in the dwelling unit.
2. Resident shall have the right to examine the Authority's documents before any hearing or trial. The Authority shall provide Resident reasonable opportunity to examine and, at his/her own expense, copy all of the Authority's documents, records, and regulations directly relevant to any termination of residency or eviction.
3. The written notice of termination to the Resident shall state reason for termination and shall inform the Resident of his/her rights under the Authority's Grievance Procedure.

**The Resident may terminate this lease at any time by giving thirty (30) days written notice in the manner specified in Section 17. If the Resident fails to give the Authority thirty (30) days notice as required, the security deposit or a portion thereof may be used by the Authority to compensate for any extraordinary expenses incurred. The Authority shall charge the Resident rent until the end of the next full rent period or the date a new Resident moves in, whichever comes first.**

**17. LEGAL NOTICES:** Any notice shall be sufficient if delivered in writing to Resident personally or to an adult member of his/her family residing in the unit, or if sent by prepaid first class mail. **Thirty (30) days notice in writing in advance of a rent-paying date is required. Notice to the Authority** may be delivered to the office of the Authority during regular business hours, or sent to the Authority by prepaid first class mail. Such notices shall be in writing and, if hand delivered, shall be date-stamped by PHA staff. Notices which are not date-stamped shall not be considered sufficient proof that notice was provided in a timely manner. **Notice to the visually impaired** shall be in an accessible format designed to give actual notice to Resident.

**18. GRIEVANCE PROCEDURE:** All grievances or appeals arising under this lease shall be processed and resolved under the Grievance Procedure of the Authority which is posted in the office of the Authority and incorporated herein by reference.

**19. CHANGES:** This lease, including any future adjustments of rent or dwelling unit, is the entire agreement between the Authority and Resident. No change shall be made except by a "WRITTEN RIDER", signed and dated by both parties, other than with respect to the "ADJUSTED RENTS" as provided in **Section 10** hereof.

**20. POSTING OF POLICIES, RULES AND REGULATIONS:** Schedules of special charges and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous place in the Authority office and shall be furnished to applicants and Residents on request. Such schedules, rules, and regulations may be modified from time to time by the Authority provided that the Authority shall give at least thirty (30) days written notice to affected Residents setting



forth the proposed modification, the reason therefore, and providing the consideration by the Authority prior to the effective date of the proposed modification. A copy of such notice shall be:

- A. Delivered directly or mailed to each Resident; or
- B. Posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as, in a conspicuous place at the project office.

**21. ABANDONED VEHICLES:** The Resident upon written notice from PHA shall remove vehicles that are obviously inoperable or unlicensed from PHA property within forty eight (48) hours of date of notice. Failure of the Resident to comply with this notice will result in the matter being referred to city officials for action in accordance with local ordinances, and may be considered cause to terminate or refuse to renew this Lease Agreement.

**22. RECREATIONAL VEHICLES:** No parking areas are provided on Housing Authority property for any type of recreational vehicles. Therefore, said vehicles may not be parked or stored on said property at anytime. For the purposes of this section, the term recreational vehicle shall include motorized or pull-type campers, RV's, boats, boat trailers, go-carts, three-wheelers, four-wheelers, and any other such object not considered by the PHA to be a standard mode of personal transportation. Children's toy cars, bicycles, tricycles, wagons and similar conveyances shall not be used in or left in vehicular traffic areas, but such are permitted on premises provided they are properly stored when not in use.

**23. DOOR POLICY:** The stair towers on either the west or north wings of the building are not intended for general access. These are self locking doors with interior crash bars to facilitate emergency egress while preventing random ingress. These doors are secured with an alarm that will sound upon opening. The doors are to be used however, to exit the building, in the case of a fire alarm on the premises. For both fire safety and building security reasons, all ground level doors shall be kept closed at all times. Propping any doors open to permit access other than through the automatic door systems shall be considered a lease violation. Front (south) and west vestibule doors are card-key activated and handicap accessible. Tampering with or other misuse of either the handicap push button or automatic door strike systems shall be considered a lease violation. Guests & visitors will need to enter through the front entrance of the building. After hours, when the doors are locked, the guest/visitor will have to use the phone key system located in the vestibule of the front entrance to obtain entry to the building.

**24. KEYS:** Resident will be issued the following keys after executing the Lease Agreement: Apartment key, access key, mail box key, and storage closet key. All keys are for the sole use of the resident only. Resident may request an additional apartment key, by written request, to be approved by the Housing Manager. Under no circumstances will an access key be issued or allowed to be used by any person except for Resident. If said keys are lost, Resident shall be charged to replace said keys. If apartment key is lost, Resident will be responsible for the cost of installing a new lock and replacement of key(s). In the case that Resident locks him/her self out of their apartment, Resident will be let in two times per year without charge. Continuous lock outs will be charged to Resident's account, according to written charges policy.

**25. ONE STRIKE AND YOU'RE OUT POLICY:** The PHA has established a One Strike and You're Out Policy, which details PHA policy regarding certain Resident violent and/or criminal behavior. The current version of that Policy shall be considered incorporated into the material terms of this agreement by this reference. The Policy is posted and is available from the PHA office for review. Therefore, all Residents shall comply with the terms of said Policy, which may be legally revised or amended from time to time, upon proper PHA notice to the Resident, without necessitating revision of this lease agreement.

**26. INSURANCE:** The PHA shall not be liable to Resident or their guests for any loss or damage to Resident's belongings. Resident is responsible for any damage to the dwelling or the premises caused by the Resident, their guests and/or their pets. It is agreed that it is Resident's responsibility to insure their personal property and safeguard against personal loss.

**27. LEAD SAFETY:** The PHA shall provide Tenant with a Lead Hazard information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the lease.

**28. SMOKE- FREE:** In accordance with HUD Regulations, the Leavenworth Housing Authority has established and adopted a Smoke-Free Policy. The PHA shall provide Tenant with a copy of the Smoke-Free Policy and Addendum as an attachment to the lease.

**IN WITNESS WHEREOF, the parties have executed this Lease Agreement**

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RESIDENT:**

By ( \_\_\_\_\_ ) for \_\_\_\_\_  
(Legal Guardian's Signature Only)

\_\_\_\_\_  
**Head of Household Signature**

\_\_\_\_\_  
**Spouse or Co-HOH's Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

**LEAVENWORTH HOUSING AUTHORITY (the PHA):**

By ( \_\_\_\_\_ )

Title ( \_\_\_\_\_ ) for

\_\_\_\_\_  
**Andrea Cheatom, Housing Manager**

**OTHER ADULT FAMILY MEMBER(S) CERTIFICATION AND AGREEMENT**

**The following other adult members of the RESIDENT family hereby certify that they understand and agree that all family members must comply with the material terms of this lease agreement and all incorporations thereto, and that, as adults, they could be held liable for violations of any and all materials terms of this Lease Agreement.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

## SMOKE-FREE POLICY

In accordance with HUD regulations, the Housing Authority has adopted these smoke-free policies. The policies are effective as of Board approval date.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

The term "smoking" means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

### **PHA POLICIES**

#### **Designated Smoking Areas (DSA)**

The PHA has established designated smoking areas on the East and West sides of the building. Residents using the designated smoking areas must extinguish all smoking materials and dispose of them safely in receptacles provided for that purpose.

## **Electronic Nicotine Delivery Systems (ENDS)**

Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices.

Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.

### **Effective Date**

The PHA's effective date(s) of this smoke-free policy is/are as follows:

The smoke-free policy will be effective for all residents, household members, employees, guests, and service persons on April 1, 2018.

### **Enforcement**

The PHA must enforce smoke-free policies when a resident violates this policy. When enforcing the lease, the PHA will provide due process and allow residents to exercise their right to an informal settlement and formal hearing. The PHA will not evict a resident for a single incident of smoking in violation of this policy. As such, the PHA will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, the PHA will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. The lease will identify the actions that constitute a policy violation, quantify the number of documented, verified violations that warrant enforcement action, state any disciplinary actions that will be taken for persistent non-responsiveness or repeated noncompliance, and state how many instances of noncompliance will constitute a violation. Tenancy termination and eviction will be pursued only as a last resort. The PHA may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if resident behavior disturbs other residents' peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.

The PHA will provide information and resources on smoking cessations, including: pamphlets, phone numbers, websites, text messaging programs and mobile applications all of which offer free support to quit smoking.

Upon issuance of a written warning from the property manager and/or a documented complaint, the PHA will:

1. Schedule a meeting with the Tenant(s) to address the violation
2. Second Warning: Formal warning letter to the Tenant(s) which will include the nature of the violation and subsequent consequences should there be additional violations.
3. Third Warning: PHA will terminate the lease.

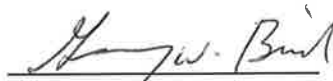
### **Reasonable Accommodation**

While addiction to nicotine or smoking is not a disability, the PHA will provide reasonable accommodation to persons with disabilities who smoke that are in compliance with the requirements of this smoke-free policy.

**POLICY REPORT FD #2018-02**  
**REQUEST FOR APPROVAL TO RENEW THE RECIPROCAL INVESTIGATION**  
**INTER-LOCAL AGREEMENT BETWEEN THE EASTERN KANSAS MULTI-COUNTY**  
**TASK FORCE AND THE CITY OF LEAVENWORTH**

**March 27, 2018**

Prepared by:



Gary Birch  
Fire Chief

Approved by:



Paul Kramer  
City Manager

**ISSUES:**

Consider approval of the Reciprocal Investigation Inter-Local Agreement between the Eastern Kansas Multi-County Task Force (EKMCTF) and the City of Leavenworth Fire Department. The original agreement was entered into in 1993 and did not include Miami County.

**BACKGROUND:**

The Leavenworth Fire Department has maintained a long working relationship with the EKMCTF. The EKMCTF is comprised of fire departments and law enforcement agencies located within the Kansas counties of Johnson, Leavenworth, Wyandotte, and Miami. Pursuant to K.S.A. 12-2904, this agreement facilitates inter-local assistance with investigations of fires and explosions when needed. Both parties agree to assist with personnel, apparatus, and equipment as requested provided the responding agency has resources available. There will be no cost to either party for utilizing said agreement.

**RECOMMENDATION:**

It is the recommendation of staff to renew this inter-local agreement with the Eastern Kansas Multi-County Task Force.

Attached: Reciprocal Investigation Inter-Local Agreement with EKMCTF

**EASTERN KANSAS MULTI-COUNTY  
TASK FORCE**

**RECIPROCAL INVESTIGATION INTERLOCAL AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the Eastern Kansas Multi-County Task Force and City of Leavenworth, a public entity which is located within one of the counties of Johnson, Miami, Leavenworth, or Wyandotte in the State of Kansas. After have been duly considered and approved by the Attorney of the State of Kansas;

WITNESSETH:

Whereas: it is considered to be advantageous to all parties to assist each other in investigations of fires and explosions where investigation personnel of only one of the parties would be inadequate to thoroughly and promptly investigate a fire or explosion; and

WHEREAS, this agreement is entered into pursuant to the authority of K.S.A. 12-2904, and amendments thereto;

NOW THEREFORE, in consideration of the mutual agreement herein, these parties mutually agreed as follows;

1. The Eastern Kansas Multi-County Task Force is an organization whose purpose is to provide an investigation group of personnel to an agency or district within the Eastern Kansas Multi-County Task Force group when needed.
2. Each party shall furnish to the other available investigation equipment and personnel and assist in investigating fires and explosions, where such fires and explosions are beyond the investigative capacities of their respective fire departments, police departments, or fire districts as determined by fire chiefs, and/or police chiefs responsible for the investigation of the incidents, subject to the following terms and conditions:
  - a. No party shall be obligated hereby to furnish equipment or personnel under such circumstances as would materially weaken the fire protection to its primary area. This determination is within the discretion of its fire chief.
  - b. No party shall be obligated hereby to furnish equipment or personnel under such circumstances as would weaken the police protection to its primary area. This determination is within the discretion of the police chief.
  - c. Each party waives all claims against the other for any loss, damage, personnel injured or death occurring in consequence of the performance of such agreement.
  - d. No liability shall attach to any party or account for the performance hereby or act performed or omitted hereunder.
  - e. Neither the parties nor their employees shall be liable in damages to any person by reason of any act or omission arising out of this agreement.
  - f. The parties agree to allow the By-Laws of the Eastern Kansas Multi-County Task Force to be the rules of the organization and the Board of Directors of the organization shall determine when the Task Force should operate, and how the Task Force operates.
3. In the event the Task Force should disband, any personal or real estate properties that have been purchased, collected, donated or otherwise obtained shall be disposed of in one of the following manners:

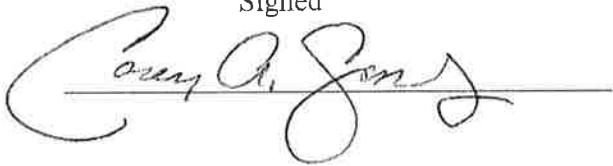


- a. The property shall be returned to the parties or agency who donated the property.
  - b. The property shall be sold by sealed bid or auction and the proceeds returned to the parties or agencies who provided them.
  - c. If the property cannot be returned to the agency or parties who donated them then the property shall be sold and converted to cash and placed in the Task Force Funds.
  - d. All cash remaining in the Task Force Funds shall be equally distributed to the participating members' governmental agencies.
  - e. A majority vote of the Task Force Board of Directors shall determine which of the previous options shall be used.
4. This agreement shall continue perpetually from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; provided, however, this agreement may be terminated by any party on a thirty (30) day written notice to the Board of Directors.
5. No compensation, money or otherwise, will be payable to any party for their performance in furnishing personnel and/or equipment as required by this agreement.

IN WITNESS WHEREOF, the parties entering into this agreement within the jurisdictions and counties of Johnson, Miami, Leavenworth, and Wyandotte Counties in the State of Kansas and upon approval of such agreement by the Attorney General in accordance with K.S.A. 12-2904(g), along with the filing of this agreement with the Secretary of State Kansas and the Register of Deeds office where those counties are in. This agreement shall be in full force and effect, the parties have here into set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_  
Signed

\_\_\_\_\_  
Mayor



\_\_\_\_\_

President – EKMCTF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

My commission expires: \_\_\_\_\_

# EASTERN KANSAS MULTI-COUNTY TASK FORCE

## RECIPROCAL INVESTIGATION INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this 8th day of June 1993, between the Eastern Kansas Multi-County Task Force and City of Leavenworth, a public entity which is located within one of the counties of Johnson, Leavenworth, or Wyandotte in the State of Kansas. After having been duly considered and approved by the Attorney of the State of Kansas;

WITNESSETH:

Whereas; it is considered to be advantageous to all parties to assist each other in investigations of fires and explosions where investigation personnel of only one of the parties would be inadequate to thoroughly and promptly investigate a fire or explosion; and

WHEREAS, this agreement is entered into pursuant to the authority of K.S.A. 12-2904 (1986);

NOW THEREFORE, in consideration of the mutual agreement herein, these parties mutually agreed as follows:

1. The Eastern Kansas Multi-County Task Force is an organization whose purpose is to provide an investigation group of personnel to an agency or district within the Eastern Kansas Multi-County Task Force group when needed.
2. Each party shall furnish to the other available investigation equipment and personnel and assist in investigating fire and explosions, where such fires and explosions are beyond the investigative capacities of their respective fire departments, police departments, or districts as determined by fire chiefs, and/or police chiefs responsible for the investigation of the incidents, subject to the following terms and conditions:
  - a. No party shall be obliged hereby to furnish equipment or personnel under such circumstances as would materially weaken the fire protection to its primary area. This determination is within the discretion of its fire chief.
  - b. No party shall be obliged hereby to furnish equipment or personnel under such circumstances as would materially weaken the police protection to its primary area. This determination is within the discretion of the police chief.
  - c. Each party waives all claims against the other for any loss, damage, personnel injured or death occurring in consequence of the performance of such agreement.
  - d. No liability shall attach to any party or account for the performance hereby or act performed or omitted hereunder.
  - e. Neither the parties nor their employees shall be liable in damages to any person by reason of

any act or omission arising out of this agreement.

- f. The parties agree to allow the By-Laws of the Eastern Kansas Multi-County Task Force to be the rules of the organization and the Board of Directors of the organization shall determine when the Task Force should operate, and how the Task Force operates.
3. In the event the Task Force should disband, any personal or real properties that have been purchased, collected, donated or otherwise obtained shall be disposed of in one of the following manners:
    - a. The property shall be returned to the parties or agency who donated the property.
    - b. The property shall be sold by sealed bid or auction and the proceeds returned to the parties or agencies who provided them.
    - c. If the property cannot be returned to the agency or parties who donated them then the property shall be sold and converted to cash and placed in the Task Force Funds.
    - d. All cash remaining in the Task Force Funds shall be equally distributed to the participating members' governmental agencies.
    - e. A majority vote of the Task Force Board of Directors shall determine which of the previous options shall be used.
  4. This agreement shall continue perpetually from the 8th day of June, 19 93; provided, however, this agreement may be terminated by any party on a thirty (30) day written notice to the Board of Directors.
  5. No compensation, money or otherwise, will be payable by any party to any other party for their performance in furnishing personnel and/or equipment as required by this agreement.

IN WITNESS WHEREOF, the parties entering into this agreement within the jurisdictions and counties of Johnson, Leavenworth, and Wyandotte Counties in the State of Kansas and upon approval of such agreement by the Attorney General in accordance with K.S.A. 12-2904 (f), along with the filing of this agreement with the Secretary of State of Kansas and the Register of Deeds office where those counties are in. This agreement shall be in full force and effect, the parties have here into set their hands this

8th day of June, 19 93.

Jim Murphy  
Mayor

Carol Sadler  
City Clerk

James F. Rush

John W. Mattox (Sec. Trans)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

POLICY REPORT PWD NO. 18-17

APPROVE THE SUPPLEMENTAL AGREEMENT  
WITH THE  
KANSAS DEPARTMENT OF TRANSPORTATION (KDOT)  
FOR THE FEDERAL FUNDS EXCHANGE PROGRAM  
FISCAL YEAR 2018

March 27, 2018

Prepared by:



Michael G. McDonald, P.E.,  
Director of Public Works

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

Consider the contract with the Kansas Department of Transportation (KDOT) for the Federal Funds Exchange Program for the fiscal year 2018.

**RECOMMENDATION:**

Staff recommends that the City Commission approve the supplemental agreement with KDOT for the Federal Funds Exchange Program (FFE) for 2018.

**BACKGROUND:**

KDOT distributes the funding it receives from the Federal Highway Administration for use on local projects. In 2011, KDOT implemented a new program where cities would receive an annual distribution based on their population. A key part of the program is that each city can decide to keep or exchange the Federal Funds at a specified exchange rate. The FFE for KDOT funds can then be utilized by each participating city for a large variety of road improvement projects that fall within the contract guidelines. The 2018 funds available to the City prior to the exchange are \$417,056.19, and after the fund exchange (75%) is \$312,792.15.

Participating in the funds exchange program has the following major advantages for the City:

1. City would have complete control over where the exchanged Federal Funds were spent within the community for road improvements.
2. Items such as design, right-of-way, and utility relocation are eligible for funds use.
3. City would no longer be required to meet Federal Wage Guidelines for projects.
4. City would no longer be required to follow KDOT's design standards or inspection process for projects.

Several projects have been previously identified and used the FFE funds as partial funding for the project.

1. Bridge on Cherokee Street west of 11<sup>th</sup> Street
2. 4<sup>th</sup> Street and Poplar Widening and Signal Project
3. 2<sup>nd</sup> Street Bridge over 3 Mile Creek
4. 11<sup>th</sup> Street Pedestrian Bridge
5. 4<sup>th</sup> and Marion Street Intersection Improvement
6. 2<sup>nd</sup> Street and Choctaw Street Improvements
7. 20<sup>th</sup> Street Pavement Management

The 2018 KDOT FFE will provide funds to meet the City's needs on the 2<sup>nd</sup> Street & Choctaw and the 20<sup>th</sup> Street Pavement Management projects, and provide additional funds available for future projects.

**ATTACHMENTS:**

KDOT Fund Exchange Supplemental Agreement

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Richard Carlson, Secretary  
Michael J. Stringer, P.E., Chief



Phone: 785-296-3861  
Fax: 785-296-2079  
Hearing Impaired - 711  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>  
Sam Brownback, Governor

BLP Memo 18-01

MEMO TO: County Engineers/City Engineers/Road Supervisors/Highway Administrators/Public Works Directors

DATE: 1/11/2018

SUBJECT: Federal Fund Exchange Supplemental Agreement

Please find attached the Supplemental Agreement reflecting the modifications to the Federal Fund Exchange program as stated in BLP Memo 17-07, dated August 3, 2017.

Although KDOT has not yet received our full allotment of federal funds for Federal Fiscal Year 2018, we are sending you the supplemental agreement in anticipation of the distribution being made as soon as they are available. KDOT is hopeful that this will help expedite the process at that time.

**Please sign and return two originals of the completed Supplemental Agreement to the address below. KDOT will execute and return an original to the Local Public Authority (LPA).**

KDOT Bureau of Local Projects  
Attn: Ingrid Horton  
3rd Floor, West Wing, Dwight D. Eisenhower State Office Building  
700 SW Harrison Street  
Topeka, KS 66603-3754

The Federal Fund Exchange program is a voluntary program that allows an LPA to trade all or a portion of its federal fund allocations in a specific federal fiscal year with KDOT in exchange for state transportation dollars. State funds will be paid on a reimbursement basis as the LPA incurs costs for transportation related projects. The FFE Program Guidelines and required documents are found at <http://www.ksdot.org/burlocalproj/default.asp>.

We appreciate your participation in the Federal Fund Exchange program for local public agencies. Please contact Ingrid Horton, Tod Salfank or me at 785-296-3861 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Stringer". The signature is written in a cursive, flowing style.

Michael J. Stringer, P.E., Chief  
Bureau of Local Projects

FUND EXCHANGE MASTER  
CITY OF LEAVENWORTH, KANSAS

**S U P P L E M E N T A L   A G R E E M E N T   N o .   2**

This Agreement, effective as of the date signed by the Secretary or designee, is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Leavenworth, Kansas** (the “City”), **collectively**, the “Parties.”

**RECITALS:**

- A. The Secretary and the City entered into Agreement No. 94-16 dated April 28, 2016, for the purpose of participating in the Secretary’s voluntary Federal Fund Exchange Program (the “Original Master Agreement”).
- B. The Parties entered into Supplemental Agreement No. 1, dated April 28, 2016, to remove provisions that do not apply (the “Supplemental No. 1”).
- C. The Parties now mutually desire to supplement the Original Master Agreement to reflect a change in the exchange provisions.

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

- 1. On page one (1) of the Original Master Agreement, Recital A be replaced in its entirety to read as follows:
  - A. The Secretary has authorized a voluntary Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.
- 2. On page one (1) of the Original Master Agreement, Recital B be replaced in its entirety to read as follows:
  - B. The City desires to exchange all or a portion of the City’s annual allotment of Federal Funds for State Funds at the Exchange Rate.
- 3. On page one (1) of the Original Master Agreement, Article I, paragraph 2, **Banked Funds**, be deleted and the subsequent definition paragraphs renumbered.
- 4. On page two (2) of the Original Master Agreement, Article I, paragraph 4, **Exchange Rate**, be replaced in its entirety to read as follows:
  - 4. **“Exchange Rate”** means the exchange of the City’s Federal Funds allotment for State Funds at the reimbursement rate determined by the Secretary in the Fund Exchange Request.

5. On pages two (2) and three (3) of the Original Master Agreement, Article II, paragraph 3, **Exchange of Funds**, be replaced in its entirety to read as follows:

- 3. **Exchange of Funds**. When the City submits a Fund Exchange Request, to use the Exchanged Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
  - (a) The City authorizes the Secretary to retain and use the Exchanged Portion of the City's annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
  - (b) The Secretary shall reimburse the City, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, in an amount not to exceed the Exchange Rate multiplied by the Exchanged Funds. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the City.
  - (c) The City understands that the Secretary may use the retained Federal Funds exchanged by the City for any federally eligible purpose or project within the State.
  - (d) The Secretary will make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the City and any reimbursement form required by KDOT.

6. Attachment A of the Original Master Agreement, is null and void, and is replaced by the attached Revised Attachment A.

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

**IN WITNESS WHEREOF**, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF LEAVENWORTH, KANSAS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

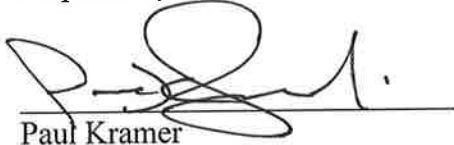
(SEAL)

Kansas Department of Transportation  
Secretary of Transportation

BY: \_\_\_\_\_  
Catherine M. Patrick, P.E. (date)  
State Transportation Engineer

**Policy Report**  
Purchase of data storage  
March 27, 2018

Prepared by:



Paul Kramer  
City Manager

**Background:**

The City of Leavenworth was an early adopter of agency-wide body camera use – starting an initial rollout in January 2016 and moving to full use in May of that year. As such, it has been a learning experience along the way, with no area of the operation more unsure than the uploading, storing and saving the body camera footage. The City took a significant step forward last year with a cloud-based back-up system. The introduction of that system has ensured that everything that is stored successfully on local servers will be preserved and is not subject to space requirements. However, the local storage on a two-server system is subject to space restrictions, which is influenced by increasing video quality, increasing quantities, retention policies and streaming demands.

**Issue:**

The City currently operates a local system with a capacity of 61 terabytes. Staff has developed a plan starting in 2019 to double that capacity over a three-year period. The plan is still in place and will be presented to the Commission during the 2018 Capital Improvements Program (CIP). However, with the trending data storage demands, City staff and our partners at ISG Technology believe we will either run out of capacity by the end of 2018 or get close enough to 61 terabytes that the system will slow down dramatically.

The Police Department has recently introduced a retention policy, and for the first time since the program's inception, videos are starting to fall off, meaning we are no longer saving everything indefinitely. That policy is slowing our overall data storage, but in the interim, staff and ISG recommend the purchase of 21 terabytes (15 useable, 6 required for program operation) of data.

**Recommendation:**

It is recommended that the City purchase additional storage from ISG Technology in an amount not to exceed \$51,489.67. Funds for this project are available in the general fund.





**ISG Technology, LLC**  
 12980 Metcalf Ave #550  
 Overland Park, KS 66213-2707  
 www.isgtech.com

**Scott Dalton**  
 Phone: 913-826-6028  
 Fax: 9135411595  
 sdalton@isgtech.com

**Customer Information**

Carol Charity  
 City of Leavenworth  
 100 North 5th Street  
 Leavenworth, KS 66048  
 cdemaranville@firstcity.org  
 Phone: (913) 621-1504

**Shipping Information**

Carol Charity  
 City of Leavenworth  
 100 North 5th Street  
 Leavenworth, KS 66048  
 cdemaranville@firstcity.org  
 Phone: (913) 621-1504

Mfr. Part	Description	Price	Qty.	Extended
<b>Nimble ES2-H21T</b>				
	NASPO contract Server Storage - Master agreement #MNNVP-134 / State PA #40399AB	\$0.00	0	\$0.00
ES2-H21T	ES2-21TB 16TB 15TIB USABLE 72 0GB SSDS Product stocked by manufacturer. Delivery times vary.	\$21,466.67	1	\$21,466.67
SLA-NBD-ES2	NBD PARTS DEL SW SUP & INFOSIGHT-ES2 - Support dates: 3/29/2018 - 3/29/2020	\$2,433.33	1	\$2,433.33
ES2-H21T	ES2-21TB 16TB 15TIB USABLE 72 0GB SSDS	\$21,466.67	1	\$21,466.67
SLA-NBD-ES2	NBD PARTS DEL SW SUP & INFOSIGHT-ES2 - Support dates: 3/29/2018 - 6/10/2020	\$2,628.00	1	\$2,628.00
<b>Nimble ES2-H21T</b>		<b>Subtotal:</b>		<b>\$47,994.67</b>
<b>ISG Professional Services</b>				
ISG Pro Services	ISG Professional Services Mfr: ISG	\$3,495.00	1	\$3,495.00
		<b>ISG Professional Services Subtotal:</b>		<b>\$3,495.00</b>

**Terms & Conditions**

**Amounts quoted do not include any taxes. Applicable taxes will be included on the invoice unless a valid exemption certificate is on file. Shipping, handling, and other fees may also apply. We reserve the right to cancel orders arising from pricing or other errors. Product invoiced upon shipment. Services invoiced as performed.**

**POLICY REPORT  
LEAVENWORTH CITY COMMISSION  
FIRST CONSIDERATION ORDINANCE  
2018-03 SUP  
1922 5<sup>TH</sup> AVENUE**

**MARCH 27, 2018**

**SUBJECT:**

A request for a Special Use Permit to allow the operation of a Child Care Center at 1922 5<sup>th</sup> Avenue

  
**Prepared By:**  
Julie Hurley  
City Planner

  
**Reviewed By:**  
Paul Kramer  
City Manager

**NATURE OF REQUEST**

The applicant, Savannah Nelson, is requesting a Special Use Permit to allow the operation of Child Care Center in their home located at 1922 5<sup>th</sup> Avenue. The property is currently zoned R1-9 (Medium Density Single Family Residential). Child Care Centers are allowed in the R1-9 zoning district with issuance of a special use permit.

The applicant is licensed by the State of Kansas to care for a maximum of 12 children, dependent upon the ages of the children in care.

**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 5<sup>th</sup> Avenue, which is classified as a Secondary Collector 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 4,500 sqft., partially enclosed by a 4' chain link fence. There is an existing driveway accessing the back yard from 7<sup>th</sup> Street that is not enclosed by any type of fence or gate, leaving the back yard open to 7<sup>th</sup> Street.*

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 includes a paved driveway in the front capable of accommodating 2 cars at one time, and a paved driveway in the back accessed off of 7<sup>th</sup> Street capable of accommodating 3 cars at a time.*

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 is currently displaying a window sign in the front window of the house, within the allowable signage area.*

#### **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 with the exception of the requirement to provide a totally enclosed open space. Any approval will be subject to provisions being made to completely enclose the required outdoor open space.*

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.*

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.*

Notification was sent to property owners within 200' of the subject property, as required by Kansas statute. Since notifications were mailed, staff has received two phone calls in opposition to the proposed Special Use.

The Planning Commission considered this item at their March 12, 2018 meeting and voted 5-0 to recommend approval of the Special Use Permit request, subject to the following conditions as recommended by staff:

1. 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.
2. A copy of the permanent Group Day Care Home license shall be provided annually upon renewal by the State of Kansas.
3. The operation shall be limited to a maximum of 12 children.
4. No additional home occupations may be carried out at the residence.

Failure to maintain compliance with all conditions shall result in revocation of the Special Use Permit.

**ACTION/OPTIONS:**

- Place an ordinance on first consideration to approve the Special Use Permit request to allow a Child Care Center at 1922 5<sup>th</sup> Avenue
- Deny the Special Use Permit request to allow a child care center at 1922 5<sup>th</sup> Avenue

**Attachments:**

Application materials  
Photos of property  
Location map

(Summary Published in the Leavenworth Times on \_\_\_\_\_ , 2018)

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

**AN ORDINANCE ALLOWING A SPECIAL USE FOR  
CHILD CARE CENTER TO BE LOCATED AT 1922 5<sup>th</sup>  
AVENUE IN THE CITY OF LEAVENWORTH, KANSAS.**

**WHEREAS**, under the 2016 Development Regulations of the City of Leavenworth, Kansas, 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 12<sup>th</sup> day of March, 2018 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 and mailed to all property owners within 200 feet of the said property on the 15<sup>th</sup> day of February 2018; 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 1922 5<sup>th</sup> Avenue, 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:

The South 23 feet of Lot 7 and the North 33.50 feet of Lot 8, Block 20, REESE DONIPHAN AND THORNTON'S ADDITION TO LEAVENWORTH, a subdivision in the City of Leavenworth Leavenworth County Kansas and more commonly referred to as 1922 5<sup>th</sup> Avenue; in a R1-6 (High Density Single Family Residential) District.

**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 publication once in the official City newspaper.

**PASSED AND APPROVED** by the Leavenworth City Commission of the City of Leavenworth, Kansas on this \_\_\_\_th day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mark Preisinger, Mayor

{Seal}

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
David E. Waters, City Attorney



# LEAVENWORTH COUNTY KANSAS

## RADIUS SEARCH AERIAL

Leavenworth County Kansas

Date: 11/21/2017



200' RADIUS SEARCH  
PID# 1010102024005000  
35 parcels

2016 Aerial Photo



LVCO

1 inch = 112 feet

This map is provided in real world coordinates  
and is not intended for legal purposes  
without proper surveying.





Case No: 2018-03 SUP



**SPECIAL USE PERMIT**  
CITY OF LEAVENWORTH, KANSAS

Application No. 3399  
Fee (non-refundable) \$350.00  
Filing Date 1-12-18  
Fee Paid/Received By Bowlsan  
Publication Date 2-15-18  
Hearing Date 3-12-18

As provided in Section 2.04 of the 2016 Development Regulations, application is hereby made for a SPECIAL USE PERMIT for the operation of a: child care center

in accordance with the attached site plan on the following described property:

Address: 1922 5<sup>th</sup> Ave Leav. KS 66048  
Legal Description: (Attach a full legal description provided by the Register of Deeds Office or Title Company)  
Real Estate PID #: 101-01-0-20-24-005.00-0  
Zoning: R1-6 Historic District: N/A

I/We, the undersigned, depose and state we are the owners of the above described property:

Name(s) of Owner (print): Savannah E Nelson  
Owner Address: 1922 5<sup>th</sup> Av  
Contact No. (913) 547-6351 Email: Savannahnelson103@gmail.com  
Signature of Owner(s): Savannah E Nelson

State of KANSAS  
County of Leavenworth (SEAL)



Signed or attested before me on (date) 1-12-18 (by) Michelle Baragary  
Notary Public Michelle Baragary My appointment expires: 8-16-20

If business is operated by someone other than the owner, provide name and address of operator(s).

Name of Applicant(s):  
Address:  
Contact No. ( ) Email:

**NOTE:** All signatures must be in ink. Signature of owner(s) must be secured and notarized. **Check list below...**

1. Non-Refundable Fee of \$350.00 is due at time of application
2.  Attach list of the owners for property within two hundred (200) feet of the subject property
3.  Attach full legal description (may be provided by the Register of Deeds Office or Title Company)
4.  Site Plan drawn to scale (See General Instructions)
5. Supporting documentation (See General Instructions)

**Kansas Department of Health and Environment**  
**License**

Group Day Care Home  
License No. 0051867-003

Licensee: Savannah Esther Nelson

Facility: Savannah Smile

Located at: 1922 5th Ave  
Leavenworth, KS 66048

  
**Place sticker here**

**02/28/2019**

In the county of: Leavenworth

Having complied with the laws and regulations of the State of Kansas governing Group Day Care Homes, Savannah Esther Nelson is hereby authorized to care for a maximum of 12 children, under one of the following options:

**MAXIMUM LICENSED CAPACITY IF ONE ADULT IS PRESENT WITH THE CHILDREN:**

- 9 children, at least 2 ½ years but under 11 years of age\*; or
- 10 children, at least 3 years but under 11 years of age\*; or
- 12 children, at least 5 years but under 11 years of age; or refer to Table I in K.A.R. 28-4-114(e) if children under 2 ½ years of age are in attendance.

**MAXIMUM LICENSED CAPACITY IF TWO ADULTS ARE PRESENT WITH THE CHILDREN:**

- 12 children, infancy to 11 years of age\*, with not more than 9 children under 5 years of age, 3 of whom may be under 18 months of age; or
- 10 children, infancy to 11 years of age\*, with not more than 8 children under 5 years of age, 4 of whom may be under 18 months of age; or
- 12 children, at least 18 months but under 11 years of age\*, with not more than 5 children, 18 months to 2½ years of age.

\*Children five years of age and over may be substituted for younger children in the license capacity. Children under 11 years of age who are related to the applicant with a temporary permit, the licensee, or any other provider shall be included in the maximum number of children in each age group. Children at least 11 years of age but under 16 years of age who are unrelated to the provider shall be included in the license capacity if child care for this age group as a whole exceeds three hours a week.

This License is effective 02/23/2018 and remains in effect until the expiration date noted by the above sticker unless invalidated by a change of owner, operator, location or it is administratively closed.

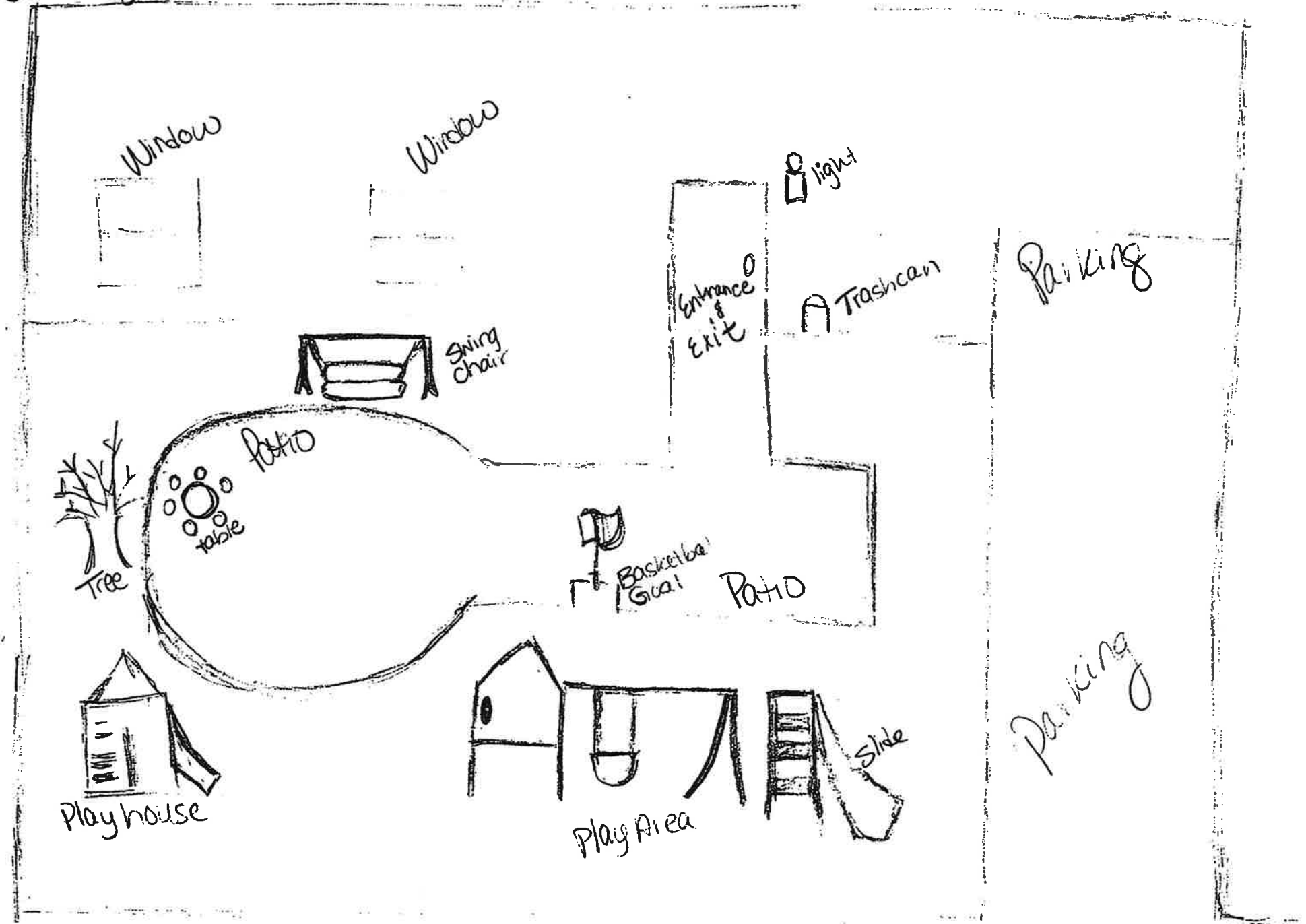
Smoking is prohibited inside the day care home during hours of operation.

\*\* Local codes and ordinances may prescribe other requirements for the legal operation of this facility.

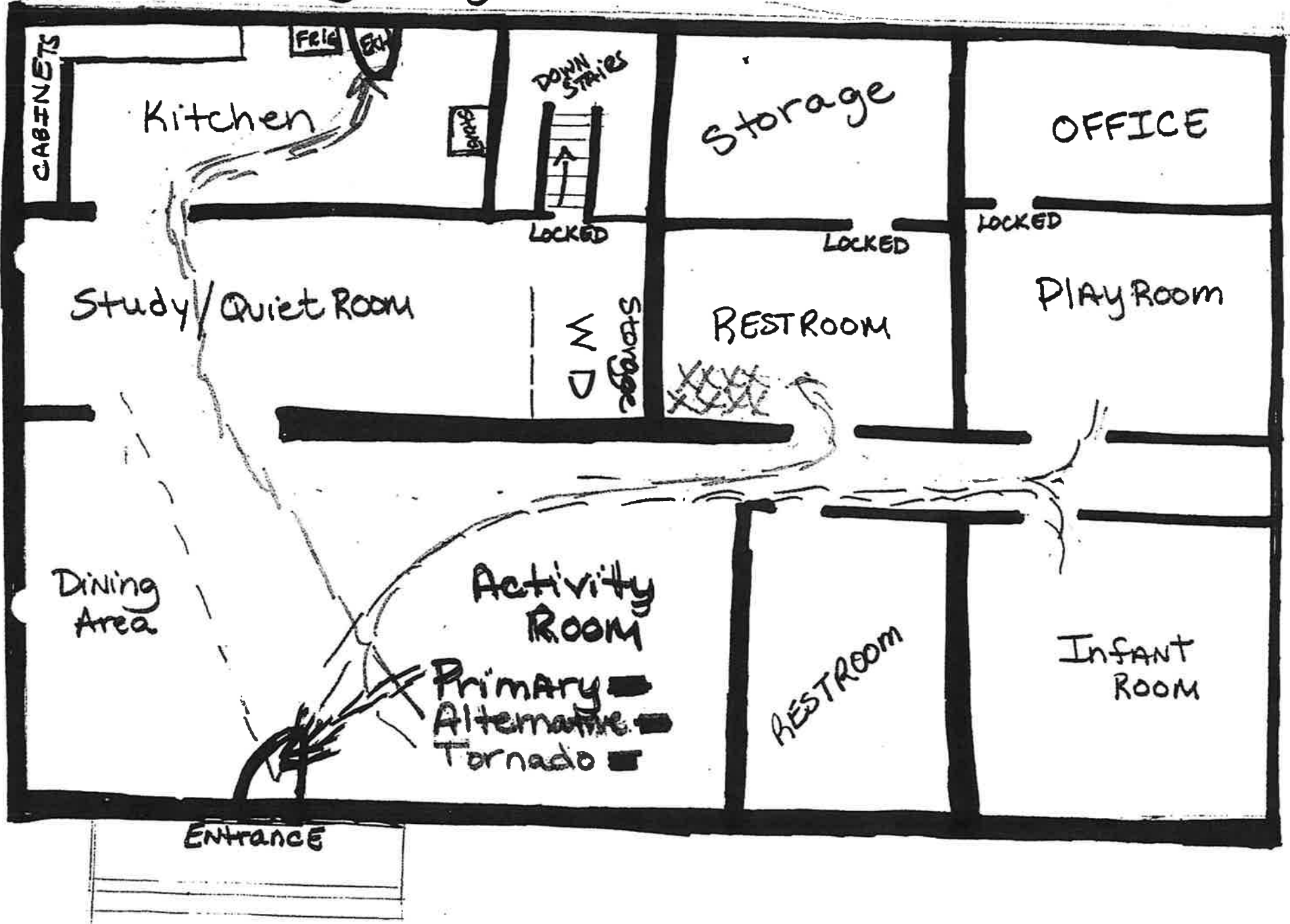


Acting Secretary  
Kansas Department of Health and Environment

# Backyard View



# Emergency Routes



**CITY OF LEAVENWORTH PLANNING COMMISSION**

**COMMISSION CHAMBERS, CITY HALL**

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

**REGULAR SESSION**

**Monday, March 12, 2018**

7:00 PM

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**CALL TO ORDER:**

**Commissioners Present**

Mike Burke

John Karrasch

Claude Wiedower

Linda Bohnsack

Sherry Hanson

**Commissioners Absent**

Jay Byrne

Camalla Leonhard

**City Staff Present**

Julie Hurley

Michelle Baragary

Vice-Chairman Burke called the meeting to order at 7:02 p.m. and noted a quorum was present.

**Approval of Minutes:** December 4, 2017

Vice-Chairman Burke asked for comments or a motion on the minutes presented for approval: December 4, 2017. City Planner Julie Hurley made note about the Administrative Note that was added to December 4, 2017 meeting minutes in reference to the information given about protest petitions. Ms. Hurley incorrectly stated a protest petition would be in regards to the Planning Commission's action. However, a protest petition is actually in regards to the application, not the action of the Planning Commission. A letter was sent to the affected property owners with the correct information for protest petitions. Mr. Karrasch moved to accept the minutes as presented, seconded by Ms. Whitson. The minutes were approved by a vote of 5-0.

**OLD BUSINESS:**

None

**NEW BUSINESS:**

**1. ELECTION OF OFFICERS**

Selection of board members to hold the position of Chairman and Vice-Chairman for the Planning Commission.

Vice-Chairman Burke called for a motion of a nominee for Chairman of the Planning Commission. Mr. Wiedower nominates Mr. Byrne for the position of Chairman, seconded by Ms. Whitson and approved by a vote 5-0.

Vice-Chairman Burke called for a motion of a nominee for Vice-Chairman of the Planning Commission. Mr. Wiedower nominates Mr. Burke for the position of Vice-Chairman, seconded by Ms. Whitson and approved by a vote 5-0.

## **2. PROPOSED MEETING TIME CHANGE**

Propose meeting time change from 7:00 p.m. to 6:00 p.m.

Vice-Chairman Burke called for a motion to change the Planning Commission meeting time. Mr. Karrasch moved to table the issue until the next Planning Commission meeting, seconded by Mr. Wiedower and passed by a vote of 5-0.

## **3. 2018-03 SUP – 1922 5<sup>th</sup> AVENUE**

Conduct a public hearing for Case No. 2018-03 SUP – 1922 5<sup>th</sup> Avenue. The applicant, Savannah Nelson, is requesting a Special Use Permit to allow the operation of a Child Care Center in their home located at 1922 5<sup>th</sup> Avenue.

Vice-Chairman Burke called for the staff report.

City Planner Julie Hurley stated the applicant, Savannah Nelson, is requesting a Special Use Permit to allow the operation of a Child Care Center in their home located at 1922 5<sup>th</sup> Avenue. The property is currently zoned R1-6 (High Density Single Family Residential District). Child Care Centers are allowed in the R1-6 zoning district with issuance of a special use permit.

The applicant is licensed by the State of Kansas to care for a maximum of 12 children, dependent upon the ages of the children in care.

### **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 5<sup>th</sup> Avenue, which is classified as a Secondary Collector 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 4,500 sqft., partially enclosed by a 4' chain link fence. There is an existing driveway accessing the back yard from 7<sup>th</sup> Street that is not enclosed by any type of fence or gate, leaving the back yard open to 7<sup>th</sup> Street.***

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 includes a paved driveway in the front capable of accommodating 2 cars at one time, and a paved driveway in the back accessed off of 7<sup>th</sup> Street capable of accommodating 3 cars at a time.***

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 with a maximum of the 3 square feet.

***The applicant is currently displaying a window sign in the front window of the house, within the allowable signage area.***

## **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 with the exception of the requirement to provide a totally enclosed open space. Any approval will be subject to provisions being made to completely enclose the required outdoor open space.***

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.***

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.***

Notification was sent to property owners within 200' of the subject property, as required by Kansas Statute. Since notifications were mailed, staff has received two phone calls in opposition to the proposed Special Use.

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the Special Use Permit request based on the analysis and findings included herein, subject to the following conditions:

1. 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.
2. A copy of the permanent Group Day Care Home license shall be provided annually upon renewal by the State of Kansas.
3. The operation shall be limited to a maximum of 12 children.
4. No additional home occupations may be carried out at the residence.

Failure to maintain compliance with all conditions shall result in revocation of the Special Use Permit.

#### **ACTION/OPTIONS:**

- Motion, based upon findings as stated and conditions as presented, to recommend approval to the City Commission
- Motion, to recommend denial to the City Commission
- Table the issue for additional information/consideration

Vice Chairman Burke called for questions from the commissioners about the staff report.

Ms. Whitson asked if the callers in opposition stated why they were in opposition of the day care.

Ms. Hurley stated one caller did not and the other caller stated their concern was related to police activity at the residence within the last year.



Mr. Wiedower asked when the applicant is licensed by the State of Kansas is the City informed if the applicant has another operating daycare at a different location within the City of Leavenworth.

Ms. Hurley stated the City would not know that. The State of Kansas licenses specific locations and the license would not include information about a different location.

Mr. Burke asked if this is a new application.

Mr. Hurley stated to her knowledge it is; the applicant is not moving a child care center from a different location.

Ms. Bohnsack asked if the applicant lives at the subject property because she does not see any rooms designated as private rooms/bedrooms on the site plan.

The applicant, Savannah Nelson, 1922 5<sup>th</sup> Avenue, approached the board. Ms. Nelson stated although her and her husband owned the property when the police activity occurred, they were not occupying the home at that time. Ms. Nelson stated she took over the home in July 2017 in order to start a child care center.

Mr. Karrasch asked if the police activity was prior to the Nelson's having ownership of the property.

Ms. Nelson responded it was.

Ms. Hurley clarified the Nelson's did own the home at the time of the police activity but they were not actually living in the home at that time.

Mr. Nelson stated they were renting the house at the time. When they discovered what was occurring at the property, they evicted the renters and cleaned up the property in order to operate a daycare.

Mr. Wiedower asked the applicant if she has experience with child care centers.

Ms. Nelson stated she has experience working with her pastor but this is the first child care center she will be operating.

Using the diagram of the house layout, Mr. Burke asked where the Nelson's will be staying.

Ms. Nelson stated there are two additional bedrooms that are not shown on the diagram. The diagram only displays the area where the children will be.

Mr. Wiedower asked about staffing for twelve children.

Ms. Nelson stated there is another person who works with her, which is why she is authorized to have up to twelve children at the child care center.

Mr. Burke asked how they plan to repair the back yard fencing.

Ms. Nelson stated she was told as long as she is outside with the children and enclosed fence is not required.

Ms. Hurley stated that was the State inspection. It's the City's requirement for an enclosed space by a minimum 4' high fence or wall.

Mr. Burke stated the fence will need to be repaired prior to beginning operations.

Ms. Nelson stated she is already operating the child care center.

Mr. Burke asked if the vehicle in the rear of the property is operational.

Ms. Nelson stated the vehicle is operational. They just need to replace the back window that broke.

Ms. Whitson asked if pick-up and discharge is in the front and the back of the property.

Ms. Nelson stated it is only in the back of the property.

Mr. Wiedower asked how it will affect the staffing pattern if the child care centers have numerous infants.

Ms. Nelson stated if there are too many infants she will need to hire more help. She further stated she will do background checks on applicants.

Ms. Hurley stated that according to the State of Kansas the maximum number of children under 18 months is four. The State has specific ratios that child care centers must adhere to.

Ms. Whitson asked when the applicant began operations of the child care center, how many children are currently enrolled and their ages.

Ms. Nelson stated the center opened February 1, 2018. She currently has three children; ages are 3 months, 9 months and 2 years.

With no further comments, Vice Chairman Burke called for questions/discussion among the commissioners.

Mr. Wiedower asked for clarification that an enclosed fence will be a condition with approving a special use permit.

Vice-Chairman Burke stated it would be a condition.

With no further discussion, Vice-Chairman Burke called for a motion. Mr. Karrasch moved to recommend approval to the City Commission the request for the Special Use Permit 2018-03 SUP to allow for the operation of the child care center at 1922 5<sup>th</sup> Avenue with the conditions as recommended by staff. The motion was seconded by Ms. Bohnsack and passed by a unanimous vote of 5-0.

With no further business the meeting was adjourned at 7:26 p.m.

JH/mb

**POLICY REPORT PWD NO. 18-18**

**ADOPT ORDINANCE APPROVING THE STREET NAME CHANGE  
SHERIDAN AVENUE TO SHERIDAN STREET  
SOUTHSIDE PARK AND HALSEY HEIGHTS SUBDIVISIONS**

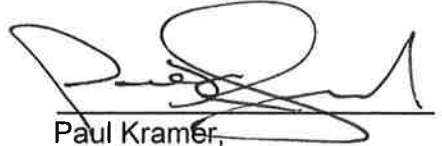
**March 27, 2018**

Prepared by:



Michael G. McDonald, PE  
Director of Public Works

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

Consider the adoption of Ordinance approving the street name change of Sheridan Avenue to Sheridan Street.

**BACKGROUND:**

The subdivision plats for Southside Park (c. 1887) and Halsey Heights (c. 1888) identify the street as Sheridan Avenue. The Leavenworth County GIS (Geographic Information System) and parcel records identify the lots as being along Sheridan Avenue.

Staff has researched internal documents and cannot find any action that has changed the designation from Avenue to Street. All City work order records back to 1993, reference the roadway as Sheridan Street. Five (5) of the six (6) street signs are marked street, not avenue.

Thirty-five residents along the roadway are living under the impression their addresses are street and not avenue. Numerous mailboxes along the road have the address identified as street, not avenue.

The name change would require that City crews change one (1) street sign to reflect the designation of "Street". Leavenworth County would change the appraiser's database to reflect the change to "Street".

Leaving the designation as "Avenue" would require the notification of all property owners along the roadway to change their addresses to "Avenue" and City crews would have to change the five (5) street signs to reflect the "Avenue" designation.

**RECOMMENDATION:**

Staff recommends the City Commission adopt Ordinance approving the street name change of Sheridan Avenue to Sheridan Street.

**ATTACHMENT:**

Draft Ordinance

(Summary Published in the Leavenworth Times on \_\_\_\_\_, 2018)

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

**AN ORDINANCE CHANGING THE NAME OF SHERIDAN AVENUE TO SHERIDAN STREET.**

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

**Section 1.** That the name of Sheridan Avenue in the Southside Park and Halsey Heights subdivisions be and is hereby changed to Sheridan Street.

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

**PASSED AND APPROVED** by the City Commission of the City of Leavenworth, Kansas, on \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mark Preisinger, Mayor

ATTEST:

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
David E. Waters, City Attorney

City of Leavenworth

Sheridan Street

March 23, 2018

