



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, MARCH 24, 2020 7:00 P.M.

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

Meetings are televised everyday on Channel 2 at 7 p.m. and midnight and available for viewing on YouTube and Facebook Live

***Due to the restriction of social distancing and prohibition of gathering of 10 or more people to mitigate the spread of COVID-19, the City Commission meeting will not be open to the public. In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed live on Channel 2 and via Facebook Live.**

Citizen may submit questions for the City Commission to be read during public comment unless they are related to an agenda item. Questions on agenda items will be read during discussion on that topic.

Submit your question to cwilliamson@firstcity.org no later than 6:00 pm on March 24th.

Call to Order – Pledge of Allegiance Followed by Silent Meditation

1. Proclamations (pg. 2)
 - a. Vietnam Veteran Day March 29, 2020
 - b. Military/America Saves Month
 - c. “Start by Believing” Sexual Assault Awareness Month
 - d. Association of Government Accountant Month

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from March 10, 2020 Regular Meeting **Action:** Motion (pg. 6)

NEW BUSINESS:

Public Comment: * emails received by the public for public comment on non-agenda items will be read at this time.

General Items:

3. Revised Port Authority Agreement and Board Appointments (pg. 11)
 - a. Approve Agreement **Action:** Motion
 - b. Approve Port Authority Board Members **Action:** Motion
4. Increase Dangerous Structure Administrative Fee **Action:** Motion (pg. 18)
5. Public Hearing for Fire Damaged Structure 1109 Spruce Street (Announce Postponement) **Action:** Motion (pg. 19)
6. Cool Hand Luke Gravel Grinder Event (pg. 20)
 - a. Consider approval of Event and Street Closure **Action:** Motion
 - b. Resolution B-2246 Allowing Alcohol Sales and Consumption **Action:** Motion

Bids, Contracts and Agreements:

7. Bids for Police Vehicles (pg. 25)
 - a. Reject Bids from February 24, 2020 Bid Opening **Action:** Motion
 - b. Approve Bid from State Cooperative Bid **Action:** Motion
8. Consider Bid for 9th and Ottawa St Stormwater Emergency Repair **Action:** Motion (pg. 37)
9. Consider Purchase Agreement for Property at 713 S 3rd Street **Action:** Motion (pg. 42)

Consent Agenda:

Claims for March 7, 2020 through March 20, 2020 in the amount of \$670,844.11; Net amount for Payroll #6 effective March 13, 2020, in the amount of \$324,322.30; (No Police & Fire Pension). **Action:** Motion

Other:

Adjournment

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, Myron J. (Mike) Griswold, Mayor of the City of Leavenworth, Kansas hereby proclaim March 29, 2020 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 set my hand and affixed the Great Seal of the City of Leavenworth, Kansas this twenty-fourth day of March in the year of two-thousand and twenty.*

Myron J. (Mike) Griswold, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *personal and household savings are fundamental to America's stability and vitality; and*
- WHEREAS,** *adequate emergency savings, retirement funds, and safe debt-income ratios are critical components of personal financial security; and*
- WHEREAS,** *personal financial security of service members is a crucial aspect of military readiness; and*
- WHEREAS,** *Military Saves is a national social marketing campaign to persuade, encourage, and motivate service members and their families to take financial action in building wealth through saving money and reducing debt; and*
- WHEREAS,** *Armed Forces Bank, N.A. is a partner in the Military Saves campaign and is committed to helping its customers, employees, and their family members, as well as all service members, take immediate financial action to build wealth, not debt.*

NOW, THEREFORE, *I, Myron J. (Mike) Griswold, Mayor of the City of Leavenworth, Kansas hereby proclaim the month of April, 2020 as:*

Military Saves Month

I hereby call upon the residents of Leavenworth, Kansas to set a personal savings or debt reduction goal, make a simple savings plan, and take action on that plan or take another positive wealth-building action during Military Saves Week and pledge to sustain that action during the following year.

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

Myron J. (Mike) Griswold, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *the City of Leavenworth shares a critical concern for victims of sexual violence and a desire to support their needs for justice and healing; and*
- WHEREAS,** *the Leavenworth Police Department, University of Saint Mary, Alliance Against Family Violence, and Saint Luke's Cushing join together to raise public awareness about sexual violence during the month of April and therefore declare April as Sexual Assault Awareness Month; and*
- WHEREAS,** *current estimates suggest as few as 1 in 5 sexual assaults will be reported to law enforcement because victims are far more likely to disclose their sexual assault to a friend or family member; and*
- WHEREAS,** *the theme of this year's Sexual Assault Awareness Month Campaign is "Start by Believing." A campaign that is designed to improve the responses of friends, family members, and community professionals, so they can help victims to access supportive resources and engage the criminal justice system.*

NOW, THEREFORE, *I, Myron J. (Mike) Griswold, Mayor of the City of Leavenworth, Kansas hereby proclaim April, 2020 as:*

Sexual Assault Awareness Month

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

Myron J. (Mike) Griswold, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *the Kansas Chapter of the Association of Government Accountants (AGA) is a professional organization, part of the Association of Government Accountants, which has a network of more than 14,000 members in 101 chapters in the United States and around the world and approximately 33 active members representing state, federal, municipal, and private sector accountants, auditors, and financial managers in Kansas; and*

WHEREAS, *AGA Kansas Chapter members have responded to AGA's mission of Advancing Government Accountability, as it continues its broad educational efforts with emphasis on high standards of conduct, honor, and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens of Leavenworth by mastering increasingly technical and complex requirements; and*

WHEREAS, *the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA's Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting, and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years.*

NOW, THEREFORE, *I, Myron J. (Mike) Griswold, Mayor of the City of Leavenworth, Kansas hereby proclaim March 2020 as:*

Certified Government Financial Manager Month

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

Myron J. (Mike) Griswold, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk



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

Others present: City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Public Works Director Mike McDonald, HR Director Lona Lanter, HR Specialist Michelle Meinert, Steve Grant Parks Director, Brian Bailey Parks Superintendent, Operations Superintendent Curtis Marks, Sr., Solid Waste Foreman Steve King, Police Department Major Dan Nicodemus, Fire Chief Gary Birch, Finance Director Ruby Maline, Public Information Officer Melissa Bower, Leavenworth County Emergency Management Director Chuck Magaha and Deputy City Clerk Cary L. Collins.

Mayor Griswold called the meeting to order and opened the meeting with the pledge of allegiance followed by silent meditation.

PRESENTATIONS:

New Employee Welcome Ceremony: The following newly hired employees were welcomed:

Christopher Crisp	Solid Waste Collector	Present
Lamar Conner	WPC Operator I	Not Present
Brandon Haley	Solid Waste Collector	Present
Adam Armstrong	Solid Waste Collector	Present
Darron Robertson	Streets Equipment Operator I	Not Present
Nickey Hargett	Streets Equipment Operator I	Not Present
Kelli Lester	Animal Control Officer	Not Present
Duane Boldridge	Inventory Parts Clerk	Not Present
Adam Crawford	Streets Equipment Operator I	Not Present
Austin Dyche	Police Officer	Present
Matthew Hadel	Firefighter	Present
Lawrence Levine	Rental Property Coordinator	Present
Tasha Buselt	Telecommunications Specialist	Present

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Wilson moved to approve the minutes from the February 25, 2020 regular meeting. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Second Consideration Ordinances:

Second Consideration Ordinance 8124 Authorizing Construction of Stormwater Utility System Improvements and financing the cost with temporary financing and or general obligation bonds – City Manager Paul Kramer presented Ordinance 8124. There have been no changes since the ordinance was placed on first consideration at the February 25, 2020 City Commission meeting.

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

NEW BUSINESS:

Public Comment: None

General Items:

Army Corps of Engineers Presentation – Eric Shumate from the Army Corps of Engineers presented the overall operation and management of the Missouri River basin, and provided an early outlook for the 2020 flood season.

Eric Shumate provided a formal presentation and fielded questions from the commission. Additionally, Chuck Magaha, Leavenworth County Emergency Management Director and Michael McDonald Public Works Director responded to questions from the commission.

Mayor Griswold:

- Navigation with city of Leavenworth's portion of Missouri River
- In 2019 there were two major flooding events in Leavenworth, was rain the major factor?
- For uncontrolled areas is there anything that be done to mitigate
- From flood of 1993, what did the city do to make things better

Commissioner Preisinger:

- Requested Mr. Magaha and Mr. McDonald come forward to discuss how this affects Leavenworth
- At what stage (point) does the river back up the creeks
- Asked Mr. Magaha and Mr. McDonald what questions has the commission not asked, but should

Mike McDonald:

- Always thinking flood preparedness
- 1993 flood changed discussions with Corps, communication gets better every year
- Flood Wall has taken edge off
- Watch river counts closely and Mr. Magaha keeps us posted

Chuck Magaha:

- When Emergency Management monitors the river, not just monitoring Leavenworth, keeps eye on rivers, waterways that run into the Missouri River.

Eric Shumate:

- Missouri River basin update, wet already, soil conditions are saturated not going to soak up much.

Mayor's Appointment to Sidewalk Advisory Board

Mayor Griswold moved to re-appoint to the Sidewalk Advisory Board Brian Paxton and Steve Weissenfluh to terms ending March 15, 2023. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

2020 Federal Legislative Program – City Manager Paul Kramer presented the City's priorities for the year. The Federal Legislative Program compiles local issues with our federal partners and federal ties to the City. The issues directly impact the City's municipal operations or delivery of services. Mr. Kramer reviewed various sections of the program to include:

- Defense Community Infrastructure Program (DCIP)
- Intergovernmental Services Agreements (IGSA)
 - Advocate to lengthen agreement from a 10 to 20 year agreement
- Sustainment, Restoration and Modernization (SRM) Funding
- City development and activities in support of Fort Leavenworth
- New Medium Security Facility
- Renovation Funding for USP-Leavenworth
- Federal support for a Veterans Home
- Chapel of the Veterans closed due to safety concerns; City supports renovation and reopening of the unique facility
- Continuation of Safe community grants
- Support Community Development Block Grants (CDBG) request additional funding.
- Water Quality/Water Treatment

Changes that have been made from last year:

- Advocate to increase Defense Community Infrastructure Program (DCIP) funding from 50 million to 100 million dollars in FY21, use funding for:
- *Centennial Bridge* replacement of two lane structure, project cost is estimated at \$80-\$90 million, and any level of contribution from DCIP would help accelerate the project.
- *Water Line replacement* from Water Department to Fort Leavenworth project cost is estimated at \$2 million, the installation currently uses a 100-year-old emergency connection to Leavenworth Water to get all of its drinking water. The 100-year-old connection needs to be replaced as it provides the only emergency water backup for Fort Leavenworth. Utility resiliency.
- Intergovernmental Service Agreement, advocate to lengthen from 10 to 20 years.

Mayor Griswold provided a handout of his suggested changes to the descriptions listed for the three Federal Partners.

Commissioner Preisinger moved to adopt the 2020 Federal Legislative Program with Mayor Griswold's changes to the descriptions listed for the three Federal Partners. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Purchase of Refuse Truck – Public Works Director Michael McDonald presented for consideration the purchase of one 2020 Freightliner M2-106 Chassis with Cobra Magnum Pacer Body in the amount of \$194,458.31 through Sourcewell national pricing. The bids were obtained from Sourcewell utilizing a cooperative purchasing program authorized by the city’s purchasing policy.

Commissioner Preisinger moved to approve the purchase of the refuse truck for a total of \$194,458.31 through Sourcewell national pricing. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

CONSENT AGENDA:

Commissioner Leonhard moved to approve Claims for February 22, 2020 through March 6, 2020 in the amount of \$1,722,836.61; Net amount for Payroll #5 effective February 28, 2020, in the amount of \$350,499.22; (Includes Police & Fire Pension of \$12,131.63) . Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Other:

City Manager Kramer:

- **Stubby Park Renovation** – Playground expected to be delivered on March 13, will start to install then. Sidewalks and other amenities will be taken care of also.
- **Eagles Park Batting Cages** - Graded out and formed up, Kersten Concrete II is doing concrete, the material backing is scheduled to be delivered soon.
- **Update on Youth Basketball** - 5th/6th grade boys against Lansing, went well. 6th grade girls home and away series with Independence Middle School which is home school kids in county.
- **Flood Cleanup Update** - Landing Park/Riverfront Park looks good, soot piles out.
- **Three-mile Creek Cleanup Project Update** - Start this week or next week depending on weather. The rest of the year is booked
- **Coronavirus (COVID 19) Update** - City leadership met last week at County Health Department. Jamie Miller, Leavenworth County EMS Director brought community leaders together. No magical advice, encouraged mindfulness about employees not coming to work if they are sick. What does essential staff look like?

Commissioner Preisinger requested that the opening date for Riverfront Park of April 1 be posted on the city’s website.

Commissioner Leonhard stated that there is a ribbon cutting ceremony at 4:00 p.m. on Thursday, March 11, 2020 for the Deeper Window Association at 729 Pennsylvania.

Commissioner Bauder stated that the Saint Patrick’s Day Parade starts at noon on Tuesday, March 17, 2020. Reminder to all that no throwing of candy from floats, okay to walk along the sides and hand out candy.

Mayor Griswold stated that he and Mr. Kramer will conduct a virtual town hall meeting on Friday, March 20, 2020 at 10 a.m. on the city’s Facebook page.

Adjournment:

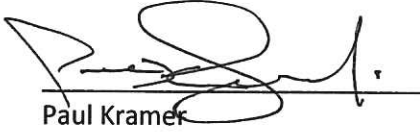
Mayor Griswold moved to adjourn the meeting. Commissioner Preisinger seconded the motion and the motion was unanimously approved.

Time Meeting Adjourned 8:31 p.m.

Minutes taken by Deputy City Clerk Cary L. Collins, CMC

Policy Report
Revised Leavenworth County Port Authority Agreement
March 24, 2020

Prepared by:



Paul Kramer
City Manager

Background:

At the direction of the Leavenworth City Commission and the Leavenworth County Board of County Commissioners, City and County staff worked over the past year on a new governing agreement for the Leavenworth County Port Authority (LCPA). The primary goal of the revision was to expand the LCPA board, and include members appointed directly by the County and cities of Leavenworth, Lansing, Tonganoxie and Basehor. At the March 19 City Commission meeting, the Commission reviewed a draft and indicated some concerns with the document that had been approved by the BOCC. Revisions were made and sent back to the County.

Issue:

The City of Leavenworth disagreed with a provision allowing unilateral dissolution of the LCPA agreement. On that issue, the County has agreed and the agreement before the Commission does not include unilateral dissolution by either the City or the County.

In return, the County asked for a change in language in the funding section. In the previous draft, the County had been identified as the primary funding source of the LCPA. And, while the County has not expressed an intention to cease being the primary funding source, the language to that effect is no longer included. In City staff's opinion, this change does not alter the funding mechanism from what was in the previous agreement.

Recommendation:

This item requires two separate motions. One motion would cover the approval of the agreement and the second would appoint the two City of Leavenworth members to the LCPA board, as is outlined by the proposed agreement:

- 1) Staff recommends the approval of the LCPA agreement with Leavenworth County has presented.
- 2) Staff recommends the City appoint the following individuals to the LCPA board.
 - a) Rick Schneider, to a term expiring March 25, 2023; and
 - b) Greg Kaaz, to a term expiring March 25, 2024.

Attachments:

- Policy Report from the March 19 City Commission Meeting
- LCPA agreement to be considered by the Commission

Policy Report
Revised Leavenworth County Port Authority Agreement
March 19, 2020

Prepared by:

Paul Kramer
City Manager

Background:

The City of Leavenworth and Leavenworth County established the Leavenworth County Port Authority in 1969. The Port Authority was created 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."*

Among the provisions of the 1969 agreement, is the creation of the Port Authority board. It is that provision of the agreement that started the process of a revision of the agreement. The "Membership" section of the agreement states that "The Leavenworth County Port Authority shall consist of five members, to be selected jointly by the parties to this Agreement..." The parties in this section refer to the City of Leavenworth and Leavenworth County as the two agencies that had any formal role in determining the board members.

Starting in 2017, discussion started at the County level of a desire to change the membership section to expand the size of the board and involve the cities of Basehor, Lansing and Tonganoxie in the selection of the board members.

Issue:

The included draft agreement was approved by the County Commission on January 15, 2020. The draft has a few significant changes from the original agreement:

1. The aforementioned board composition has been changed to now allow the City, County, Lansing, Basehor and Tonganoxie to each appoint member(s). In the new agreement, both the City of Leavenworth and Leavenworth County would appoint two members, and the remaining three cities would each appoint one member, for a total of seven (7) board members. It is the sole discretion of the governing bodies to select their representative(s).

2. The new agreement is also a bilateral agreement with the City and the County, but does have a new dissolution clause (Sec. 9) that allows either party to dissolve the Port Authority if it is in the best interest of the citizens under the jurisdiction of either party.

3. This agreement updates all significant and applicable sections of provisions covered in state law, as well as improves language and clarification.

Although there is no deadline to approve the agreement, the Commission should note that there are currently only four (4) active members of the Port Authority board and business continues to come before the Port Authority.

Commission action:

The Commission will review the agreement attached. The Commission may approve the agreement, move to amend the agreement, or reject the agreement. Any action other than approval of the attached revised agreement as is would require the agreement to be sent back to the Leavenworth County Board of County Commissioners.

Attachments:

- Original agreement
- County-approved revised agreement

**AMENDED AND RESTATED
LEAVENWORTH COUNTY PORT AUTHORITY AGREEMENT**

THIS AMENDED AND RESTATED LEAVENWORTH COUNTY PORT AUTHORITY AGREEMENT (this "Agreement") is made and entered into as of the last date of approval indicated below, by and between the City of Leavenworth, Kansas ("City"), and the Board of County Commissioners, Leavenworth County, Kansas ("County") (City and County may be referred to herein together as the "Parties").

WHEREAS, pursuant to the provisions of K.S.A. 12-3401 *et seq.* (as amended, the "Port Authority Act"), the City and the County entered into that certain Leavenworth County Port Authority Agreement dated on or about December 29, 1969 (the "Original Agreement") creating a joint port authority (referred to herein as either the "Port Authority" or the "Leavenworth County Port Authority"); and

WHEREAS, the City and County find it to be in the best interests of the citizens of Leavenworth County that the Original Agreement creating the Port Authority be amended and restated to reflect the current operation of the Port Authority, optimize the operation of the Port Authority, and allow for ex-officio participation by the other incorporated cities of Leavenworth County in the planning of economic development projects of the Port Authority; and

WHEREAS, the Parties have taken all required and necessary actions to authorize the entry into this Agreement; and

WHEREAS, this Agreement is for the purpose of amending, restating, and modifying the Original Agreement such that, hereafter, the Original Agreement shall be of no further force or effect, but this Agreement does not, and is not intended to, create a new port authority and is authorized under K.S.A. 12-3402(a); and

WHEREAS the parties deem it to be in the public interest that the cities of Basehor, Lansing and Tonganoxie, Kansas, be provided representation on the board of directors of the Port Authority ("Board of Directors").

IT IS THEREFORE AGREED that the Original Agreement between the City and County be amended and restated in its entirety as follows:

- I. **PURPOSE.** There is hereby established by the Parties a port authority pursuant to the provisions of the Port Authority Act. Such port authority shall be called the Leavenworth County Port Authority ("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, for the promotion of the general welfare and the economic development of Leavenworth County, Kansas.
- II. **JOINT AUTHORITY.** The Port Authority hereby established may consider the combining with other port authorities. Prior to any such combining the Port Authority shall present to the Parties a study outlining the merits of such combining. No such combining shall take place without the express approval of the Parties and the entry into an agreement in accord with the provisions of the Port Authority Act.

III. JURISDICTION. The area of jurisdiction of the Port Authority shall include all of the territory of the City and County, or combination thereof, comprising it, together with any other property outside thereof conveyed to it or over which it exercises control pursuant to K.S.A. 12-3406.

IV. BOARD OF DIRECTORS; MEMBERSHIP.

- (a) Subject to the limitations of the Port Authority Act and this Agreement, the property and affairs of the Port Authority shall be managed by the Board of Directors, and the Board of Directors shall have all those powers necessary to supervise, control, direct, and manage the same.
- (b) The Board of Directors of the Port Authority shall consist of seven (7) members/directors. Subject to subsection (c) below, two (2) members shall be appointed by the County, through the County's Board of County Commissioners; two (2) members shall be appointed by the City, through the City's City Commission; and one (1) member shall be appointed by each of the cities of Basehor, Lansing and Tonganoxie, Kansas. Each director shall serve a term of four (4) years and until their successor is appointed. Directors shall serve at the pleasure of the governing body appointing them.
- (c) The initial appointment of members of Board of Directors of the Port Authority shall be as follows: The terms of office of the directors serving at the time of entry by the parties into this Agreement shall expire on March 25, 2020. On or before March 25 2020, or as soon thereafter as is practicable, the City shall appoint two (2) directors, one for a term of office of four (4) years and one for a term of office of three (3) years. On or before that same date the County shall appoint two directors, one for a term of office of four (4) years and one for a term of office of three (3) years. The cities of Basehor, Lansing, and Tonganoxie shall each, on or before the same date, appoint one (1) director, each for a term of two (2) years. The term of office for each director thereafter appointed by the City, the County, and the cities of Basehor, Lansing, and Tonganoxie, shall be for four (4) years.
- (d) The directors shall serve without compensation, but shall be entitled to receive their necessary and actual expenses incurred by them as directors. The directors shall organize themselves, maintain regular minutes and records of the Port Authority, which records and minutes shall be open to the public. The directors shall comply with the provisions of the Kansas Open Meetings Act and Kansas Open Records Act. All directors shall comply strictly with the conflict of interest provisions of the Port Authority Act, 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, and shall recuse themselves from participation in the business of the Port Authority in which they have a conflict of interest. "Conflict of interest" shall include, but not be limited to, any transaction, or proposed transaction, involving the Port Authority and any person or business entity in which the director has a substantial interest as defined in K.S.A. 46-229, as amended. Directors shall further

refrain from soliciting or accepting any business, gifts or anything of value which exceeds \$50 from any person or business entity transacting, or proposing to transact, any business with the Port Authority.

- (e) The Board of Directors may, from time to time, appoint honorary Ex-Officio Directors of the Board, which Ex-Officio Directors shall have a voice in all matters but shall not have a vote on any issue.

V. POWERS OF THE PORT AUTHORITY. The Port Authority shall have those powers set forth in the Port Authority Act, as may be amended. The powers of the Port Authority are to be liberally construed so as to allow for the proper exercise of authority in accomplishing the purpose of the Port Authority.

VI. FUNDING OF THE PORT AUTHORITY. The port authority shall have the authority granted to it by the provisions of the Port Authority Act, as may be amended, to acquire funding for the operation of the Port Authority. The Port Authority shall be authorized to accept funding from the federal and state governments and the agencies thereof, the County, the cities of Leavenworth County, any regional governmental agency, private contributors and donations and from the development funds created by any interlocal agreements, including but not limited to those dated October 30, 1989 and November 26, 1989.

VII. ISSUANCE OF BONDS. The port authority may exercise the authority granted it under the provisions of the Port Authority Act, as may be amended. As provided for by K.S.A. 12-3415(b) the Port Authority shall not issue bonds without first having received approval, by resolution, of the governing bodies of the Parties.

VIII. DEVELOPMENT PLANS. The Port Authority shall prepare or cause to be prepared plans for the development of the area within its jurisdiction as provided for by K.S.A. 12-3407. Such plans, as adopted by the Board of Directors of the Port Authority, may be modified as provided for by K.S.A. 12-3408.

IX. DISSOLUTION, DISPOSITION OF ASSETS AND LIABILITIES. In the event that both of the Parties jointly find that the dissolution of the Port Authority created under the Original Agreement and this Agreement is in the best interests of the citizens under the jurisdiction of that Party, that Party shall so declare the same and the Parties shall proceed to the orderly dissolution of the Port Authority and dispose of the assets and liabilities of the Port Authority as follows:

1. The assets of the Port Authority shall first be applied to the satisfaction of all liabilities of the Port Authority. In applying the assets of the Port Authority to any liabilities the Parties shall first apply all cash assets, secondly, as necessary, shall proceed to the sale of any unimproved real property of the Port Authority and thirdly, if necessary, the sale of any other remaining assets. The proceeds of such sales, if necessary, shall be applied to the liabilities of the Port Authority and the remaining funds, if any, shall be disposed of as provided for herein.

2. Except as provided for by Subsection 1 of this Section, real property (including all improvements and fixtures thereon, and rights appurtenant thereto) owned by the Port Authority at the time of dissolution shall convey to the municipal government in which the real property is located.
3. All such other assets of the Port Authority shall convey to the County, provided that such assets shall be utilized by the County only for the purpose of economic development within the County.

X. SEVERABILITY. If any one or more of the provisions of this Agreement shall be declared void, or if any provision of this Agreement shall be superseded by any legislation, the validity of the remainder of this Agreement shall not be affected.

XI. MISCELLANEOUS. The parties hereby ratify all acts of the Port Authority taken prior to the date of the entry into this Agreement. The Parties agree that all obligations of the Port Authority, whether by contract or by interlocal agreement, existing at the time of the date of the entry into this Agreement, remain in full force and effect unless otherwise modified, amended or discharged by separate agreement.

XII. EFFECTIVE DATE OF AGREEMENT. This Agreement shall become effective, and supersede the terms and conditions of the Original Agreement between the Parties, subject to the terms and conditions set forth herein, upon the adoption of this Agreement by the Parties and upon the filing of the same with the County Clerk of Leavenworth County, Kansas.

APPROVED BY THE CITY THIS _____
DAY OF _____, 20____.

CITY OF LEAVENWORTH, KANSAS

By: _____
Printed Name: _____
MAYOR

ATTEST:

By: _____
Printed Name: _____
CITY CLERK

SEAL:

APPROVED BY THE COUNTY THIS _____
11TH DAY OF MARCH _____, 2020.

LEAVENWORTH COUNTY, KANSAS

By: Don Smith
Printed Name: Don Smith
CHAIRPERSON,
BOARD OF COUNTY
COMMISSIONERS

ATTEST:

By: Jane Klasinski
Printed Name: Jane Klasinski
COUNTY CLERK

SEAL:

POLICY REPORT
CONSIDER INCREASE IN ADMINISTRATIVE FEE FOR DEMOLITIONS

MARCH 24, 2020



Carla K. Williamson, CMC City Clerk



Paul Kramer, City Manager

ISSUE:

Approve request to increase the administrative fee for demolitions from \$100.00 to \$1,000.00.

BACKGROUND:

The current administrative fee charged by the City for facilitating a demolition is \$100.00. This fee does not come close to covering staff time involved in the demolition process. The process to demolish a property involves approximately 10 separate staff members spread over a minimum of 6 months for each structure. This includes various surveys, notices to utility companies, billings and if the owners does not pay the costs, staff goes through the process of assessment to the property taxes, which includes publications and filings.

Property owners have told staff that they prefer to let the city do the demolition of their property because they think that the city gets a better rate. The increase of the administrative fee will act as an additional incentive for property owners to either fix up a property or demolish on their own.

RECOMMENDATION:

Staff recommends approve of the proposed increase.

ACTION:

Motion to approve the increase of the administrative fee for demolitions to \$1,000.00.

**POLICY REPORT
PUBLIC HEARING FOR FIRE DAMAGED STRUCTURE 1109 SPRUCE STREET**

ITEM WILL BE POSTPONED TO THE APRIL 14, 2020 MEETING

MARCH 24, 2020

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

ISSUES:

Postponement of the public hearing scheduled for March 24, 2020

BACKGROUND:

On January 28, 2020 the City Commission adopted Resolution B-2241 setting the public hearing in the matter of the fire damaged structure located at 1109 Spruce Street. Due to the outbreak of COVID-19 and public health concerns staff request that the Commission make a motion to postpone the public hearing setting the new date as April 14, 2020.

On March 17, 2020 the Leavenworth County Health Department issued a notice to prohibiting large public gatherings. Large public gathering were defined as public gatherings with more than ten (10) people. The health and safety of our citizens are of great concern. For this reason, we are limiting the number of people present at City Commission meetings. Staff will assess the situation and request further postponement if necessary.

The owner of the property was contacted by staff and informed of the postponement of the public hearing.

ACTION:

Motion to postpone the public hearing on the fire damaged structure at 1109 Spruce Street as unsafe or dangerous until April 14, 2020.

POLICY REPORT
SANTA FE TRAILS BICYCLE SHOP- COOL HAND LUKE GRAVEL GRINDER
REQUEST FOR STREET CLOSURES & RESOLUTION B-2246 FOR SALE AND CONSUMPTION OF
BEER

MARCH 24, 2020

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

ISSUES:

Consider authorizing street closures for Cool Hand Luke Gravel Grinder Bike race in the 400 and 500 blocks of Delaware on Sunday April 26, 2020 from 12:01 a.m. to 7:00 p.m. and approve Resolution B-2246 allowing the sale and consumption of beer during the event.

BACKGROUND:

Santa Fe Trails Bicycle Shop, the coordinators of the race, are requesting the closure of streets in the downtown central business district. They are planning food trucks and a beer tent to be placed in the 400 block of Delaware Street. The area in which beer is to be consumed will be clearly marked. The closure of the 500 block of Delaware is needed for the participants to cross the finish line at 5th and Delaware and flow into the 500 block of Delaware. Additional barricades will be placed on 5th street for the safety of the racers.

SPECIAL NOTE:

Staff, in discussions with the event coordinator, decided to move forward with the request for approval. The event coordinator is aware and has the safety of the public as their highest priority. In the event they make the decision prior to the meeting on March 24, 2020 they will inform us of their decision to postpone and reschedule the event.

As the situation develops the City has full authority to cancel the event at any time prior to the event and the City Commission has the option of denying the request at this time.

ACTIONS:

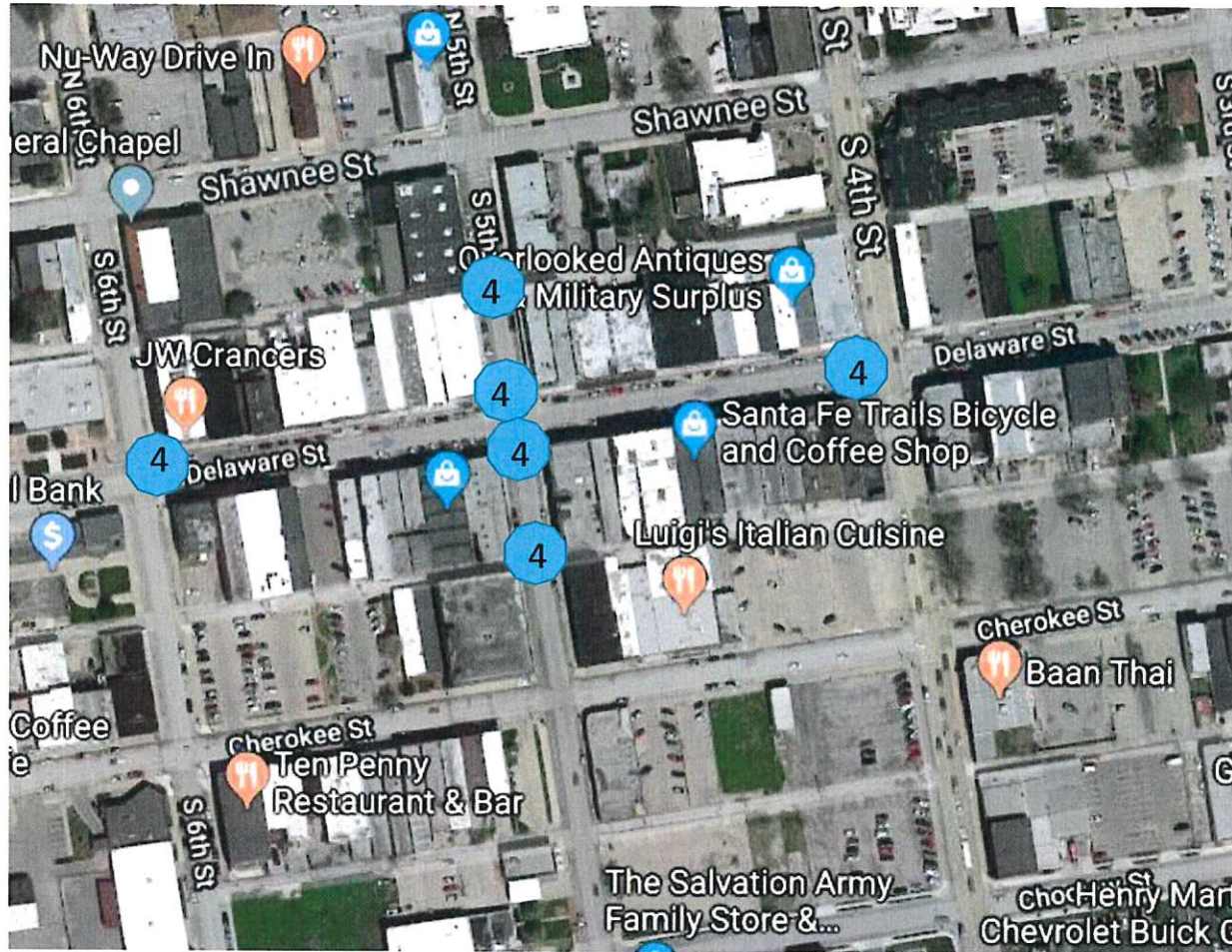
1. Approve or deny the request presented to include the closure of streets for the Cool Hand Luke Gravel Grinder 2020 event
2. Adopt or deny Resolution B-2246 allowing the sale and consumption of beer during the event as presented.

Attachments:

- Special Event Application
- Event Map with barricade placement
- Resolution B-2246

4

4 barricades at each of these locations



RESOLUTION B-2246

A RESOLUTION APPROVING A SPECIAL EVENT KNOWN AS COOL HAND LUKE GRAVEL GRINDER BIKE RACE SPONSORED BY SANTA FE TRAILS BICYCLE SHOP ON SUNDAY, APRIL 26, 2020.

WHEREAS, the City of Leavenworth, Kansas (the “City”) is approving a Special Event sponsored by Santa Fe Trails Bicycle Shop as Cool Hand Luke Gravel Grinder Bike Race; and

WHEREAS, Santa Fe Trails Bicycle Shop will make application to the City of Leavenworth through the Special Event Application process and provide liability insurance specified in the application agreement; and

WHEREAS, the City shall have the right and authority to cancel the event and rescind this Resolution by order of the City Manager at any time for the protection and safety of the public to mitigate the spread COVID-19 virus.

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

Section 1. Pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by Kansas Division of Alcohol Beverage Control (ABC) and the governing body has approved the event as required by K.S.A 41-719 and 41-2645 and amendments thereto.

Section 2. Having considered the request of the sponsor of Cool Hand Luke Gravel Grinder Bike Race to allow the possession and consumption of alcoholic liquor, the governing body hereby approves the event to be held beginning at 12:01 a.m. on Sunday, April 26, 2020 through 7:00 p.m. (with possession and consumption of beer only during the hours of noon – 5:00 p.m.) provided the sponsor complies with all state laws and local ordinances regulating alcoholic liquor.

Section 3. A portion or all of the following streets shall be closed to motor vehicle traffic during the date and time identified in section 2:

- The 400 block of Delaware Street; The 500 block of Delaware Street; Portions of 5th Street approaching Delaware Street from the North and South

Pursuant to K.S.A. 41-719 and 41-2645, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means (“Designated Barricaded Area”).

Section 4. Event attendees may purchase, possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A 41-719 no alcoholic liquor/beer may be removed from the “Designated Barricaded Area” or consumed inside vehicles while on public streets or alleys at the event.

Section 5. This Resolution shall take effect and be in force after its approval by the governing body.

ADOPTED AND APPROVED by the Governing Body on this 24th day of March 2020.

CITY OF LEAVENWORTH, KANSAS

(SEAL)

Myron J. "Mike" Griswold, Mayor

ATTEST:

Carla Williamson, CMC, City Clerk

Policy Report No. 3-2020
2020 Police Car Bids
March 24, 2020

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Paul Kramer, City Manager

ISSUE:

The Police Department is requesting the commission reject the bids submitted for police cars and approve the acquisition of Police Cars using the state contract from Shawnee Mission Ford in the amount of \$182,054.00.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

Over the last several years, the police fleet industry has been very volatile, under constant review and a lot of the information that we receive about what might happen changed in very short order. Staff from the Police Department attend the annual Police Fleet Expo every year in order to stay abreast of changes. We have been hearing about and anticipating a change to one of the current models of police car (Dodge Charger) used by the Leavenworth Police Department. Specifically, that future Dodge Charger models were going to be produced on a shorter frame thereby making the car smaller. (Some emails attached)

At the 2019 Police Fleet Expo in Savannah, GA our staff was given formal notice of that change. Staff was informed that any Dodge Charger produced in 2021 was going to be 10 inches shorter. It would be very difficult for the department to accommodate that change. (Police Car Demo, if necessary)

Dodge did present law enforcement agencies with one final opportunity to acquire the Charger in it's current setup in 2020 but agencies had to make the commitment by October 31, 2019. Staff moved forward, prepared specifications, and went through the bid process and on October 8, 2019 the City Commission awarded the bid to Landmark Dodge for the purchase of 4 Dodge Chargers in the amount of \$123,155 (policy report 8-2019 attached). Shortly after that, staff at the Police Department submitted our order for the cars.

On December 11, 2019 we received an email from Larry Wilson of Landmark Dodge they were cancelling our order, as they were unable to fill it. (attached) We are further informed Dodge cancelled almost all of the orders placed by police agencies as they were simply unable to meet the need.

While all of this was going on the Police Department staff began a comprehensive review of the police car options and made the determination to recommend we switch to a police fleet of mostly SUV's. I believe this option allows us to meet our equipment and space needs of the police car.

When Dodge cancelled the order we elected to proceed with a new bid package and acquire SUV's. Staff prepared bid specifications and sent them to local and regional vendors. We received the following bids:

Bids

Landmark Dodge - bid did not meet the specs. (in-dash screen, drive train, etc.)

Olathe Ford – bid did not meet specs – (added items we did not spec and missing items we did spec)

Shawnee Mission Ford – failed to submit the non-collusion affidavit and therefore bid was voided.

BUDGET IMPACT:

In the 2020 CIP Budget the Police Department was allocated \$190,000 to acquire Police Cars.

COMMISSION ACTION:

Reject the bids submitted for Police Cars and authorize staff to proceed with acquisition of Four (4) Ford SUV's from Shawnee Mission Ford in the amount of \$182,054.00.

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

February 28, 2020

City of Leavenworth PD

State Contract Pricing

2020 Ford Utility PI AWD (K8A) Black & White Unit

Exterior: Agate Black (UM)

Interior: Ebony Cloth Front Vinyl Rear (96)

Base Price:	\$35,330
Options	
• Vinyl Wrap 4 Doors	\$700
• Trailer Tow Wiring Harness (52T)	\$73
• Global Lock Unlock (18D)	\$NC
• Courtesy Lamps Disable (43D)	\$23
• Aux Climate Control (17A)	\$555
• Cargo Dome Lamp (17T)	\$46
• Ready For Road (67H)	\$3,271
• Front Aux Light (21L)	\$501
• 12.1 Screen (47E)	\$2,580
• Connector Kit (67V)	\$168
• Heated Mirrors (549)	\$55
• Key Code 1435X (59E)	\$47
• Radio Noise Suppression (60R)	\$94
• OBD-II Split Connector (61B)	\$52
• Deflector Plate (76D)	\$305
• Reverse Sensors (76R)	\$250
• 8-way Power Passenger Seat (87P)	\$296
• 3.0L Eco Boost (99C)	\$included in base price

Total

\$44,346 ~~02 \$88,692.00~~

Thank you for your time and interest.

Sincerely,

Jay Cooper

Government Fleet Sales



Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

February 28, 2020

City of Leavenworth PD

State Contract Pricing

2020 Ford Utility PI AWD (K8A) Black Units

Exterior: Agate Black (UM)

Interior: Ebony Cloth Front and Rear (F6)

Base Price:	\$35,330
Options	
• Cloth Rear Seat (F6)	\$55
• Full Wheel Covers (65L)	\$55
• Trailer Tow Wiring Harness (52T)	\$73
• Global Lock Unlock (18D)	\$NC
• Courtesy Lamps Disable (43D)	\$23
• Aux Climate Control (17A)	\$555
• Cargo Dome Lamp (17T)	\$46
• Ready For Road (67H)	\$3,271
• Front Aux Light (21L)	\$501
• 12.1 Screen (47E)	\$2,580
• Rear Spoiler Traffic Light (96T)	\$1,360
• Front Visor Light (96W)	\$1,042
• Rear Quarter Glass (63L)	\$523
• Connector Kit (67V)	\$168
• Heated Mirrors (549)	\$55
• Key Code 1435X (59E)	\$47
• Radio Noise Suppression (60R)	\$94
• OBD-II Split Connector (61B)	\$52
• Deflector Plate (76D)	\$305
• Reverse Sensors (76R)	\$250
• 8-way Power Passenger Seat (87P)	\$296
• 3.0L Eco Boost (99C)	\$included in base price

Total \$46,681 @ 2 \$93,362

Thank you for your time and interest.

Sincerely,

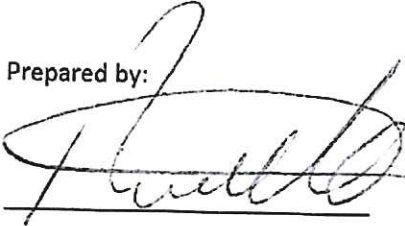
Jay Cooper

Government Fleet Sales



Policy Report No. 8-2019
Replacement Police Vehicles
October 8, 2019

Prepared by:



Patrick R. Kitchens, Chief of Police

Approved by:



Paul Kramer, City Manager

ISSUE:

The Police Department is requesting approval to purchase four (4) 2020 Dodge Charger police patrol sedans from Landmark Dodge in the amount of \$123,155.

STAFF RECOMMENDATION:

Staff recommends approval

BACKGROUND:

Each year, the police department reviews the police vehicle fleet and asks for replacement of vehicles with high mileage and/or vehicles that are cost prohibitive to repair. In preparation for the 2020 CIP police vehicle replacement program, staff identified four police patrol vehicles that need replaced. These four patrol cars have reached the end of their useful lifecycle.

We are ordering these vehicles now due to a significant design change from Dodge occurring in 2020. Dodge has announced a change in the chassis that Dodge Chargers are built on, creating a smaller car. This would require us to purchase different equipment to outfit the vehicle—an increased expense without being able to use current equipment. A purchase order will be issued in January 2020 when funds are available.

One bid was received and is as follows:

Landmark Dodge

- Four (4) Black & White 2020 Dodge Charger Police Patrol Sedans (4 x \$30,690 ea. = \$122,760)
- One (1) Service Manual (\$395)
 - Total of \$123,155

BUDGET IMPACT:

Funds were allocated in the 2020 CIP budget in the amount of \$190,000 for four police patrol vehicles plus their equipment and installation. The cost for these four vehicles is \$123,155. These vehicles must be ordered now, however a purchase order for these vehicles will be issued in January 2020. The remainder of the approved 2020 CIP funds, not to exceed \$66,845, will be allocated to purchase and install equipment into the vehicles. Bids for that equipment will be handled separately and, if necessary, brought back to the commission in 2020.

COMMISSION ACTION:

Approve the purchase of four (4) 2020 Dodge Charger 4-dr sedans from Landmark Dodge at a total price of \$123,155.

CITY OF LEAVENWORTH
BID #
BID SHEET

MAKE & MODEL: DODGE CHARGER

COST FOR VEHICLE: \$ 30,690.00

COST OF MANUALS: \$ 395.00

WARRANTY ATTACHED COMPLY YES NO

PROJECTED DELIVERY DATE: 90 - 160 DAYS FROM ORDER

FIRM SUBMITTING BID: LANDMARK DODGE

ADDRESS: 1900 S HOWARD

CITY, STATE, & ZIP CODE: JOPPA MO 64015

AUTHORIZED SIGNATURE: Larry Wilson

PRINTED NAME: LARRY WILSON

TELEPHONE NUMBER: 816-691-6767 FAX NUMBER: 816-833-0008

DATE BID EXPIRES: 10-30-19

SPECIAL NOTES: _____

Dan Nicodemus

From: Andrew Brinker
Sent: Monday, March 2, 2020 10:28 AM
To: Dan Nicodemus
Subject: FW: Car Order

From: Larry Wilson <landmarkdodge1@yahoo.com>
Sent: Wednesday, December 11, 2019 9:34 AM
To: Andrew Brinker <abrinker@firstcity.org>
Subject: Re: Car Order

I received a call on my Dodge representative and he informed me that they were canceling your Dodge orders the reason is that cannot fill the order as they overbooked. I asked him if you could get a 21 for the same price he informed me that they do not know what prices are going to be and the answer was no. He also said that they were changing the order number on the charger I don't know if they're changing the car but I do know they were adding at 8 speed transmission. Right now they are going to offer a v6 and they all wheel drive and I don't know what they're going to do about the hemi. Sorry I have the bad news but as soon as I hear any updates I will inform you thanks and have a good week

Sent from Yahoo Mail on Android

On Tue, Dec 10, 2019 at 7:27 AM, Andrew Brinker <abrinker@firstcity.org> wrote:

Larry I need an email from you that our car order was cancelled and the reasons they gave you also if you could put in that email that dodge told you they were changing the car. Feel free to call me if you have an questions.

Andrew Brinker

City of Leavenworth Police Department

Technical Sergeant

(913)758-2940 Work

(913)680-1331 Fax

Abrinker@firstcity.org

601 S. 3rd St. Suite 2055

Leavenworth, Ks 66048

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Dan Nicodemus

From: Ralph Sorrell
Sent: Friday, September 13, 2019 4:45 PM
To: Dan Nicodemus
Cc: Andrew Brinker
Subject: FW: 202 Charger orders

Sorry it took so long to get him to answer but here it is from FCA themselves.

From: Grimm Jason (FCA) <Jason.Grimm@external.fcagroup.com>
Sent: Friday, September 13, 2019 3:17 PM
To: Ralph Sorrell <rsorrell@firstcity.org>
Subject: Re: 202 Charger orders

Ralph,

The answer to your question is yes. They are wanting agencies to order in October when ordering opens up to order for the 2020 model year AWD V8 Charger Pursuit and the V6. I was corrected that the V8 RWD is sold out.

They are stating this is due to possible vehicles being sold out for 2020 and not available until 2021 . If you have further questions you can contact Ken Castelloe at ken.castelloe@fcagroup.com.

Thanks again

Jason Grimm
FCA Product Specialist
313-957-5528



From: Ralph Sorrell <rsorrell@firstcity.org>
Sent: Friday, September 13, 2019 2:25 PM
To: Grimm Jason (FCA)
Subject: RE: 202 Charger orders

I was wanting information on ordering 2020 AWD Hemi engines. We understood at the Fleet Expo that we needed to get out orders in ASAP like October of this year. That if we wait until next year we won't get any. Is that true.
Ralph

Sergeant Ralph Sorrell #1354/840
Leavenworth Traffic Unit
Leavenworth Police Department

601 S 3rd St., Suite 2055
Leavenworth, Kansas 66048
Office (913) 680-2530
Cell (913) 547-2114
Fax: (913) 680-1331
e-mail: rsorrell@firstcity.org

From: Grimm Jason (FCA) <Jason.Grimm@external.fcagroup.com>
Sent: Friday, September 13, 2019 1:07 PM
To: Ralph Sorrell <rsorrell@firstcity.org>
Subject: Re: 202 Charger orders

Sgt. Ralph Sorrell,

From what I am told is that we are sold out of the V6 RWD Charger pursuits for 2019. We are hoping our allocations will last us until Jan/Feb.

If you would like me to have your local government contact you please let me know so that I can set this up for you.

Thanks again

Jason Grimm
FCA Product Specialist
313-957-5528



From: Ralph Sorrell <rsorrell@firstcity.org>
Sent: Tuesday, September 10, 2019 3:43 PM
To: Grimm Jason (FCA)
Subject: 202 Charger orders

Sir,
Any word on my e-mail.
Ralph

Sergeant Ralph Sorrell #1354/840
Leavenworth Traffic Unit
Leavenworth Police Department
601 S 3rd St., Suite 2055
Leavenworth, Kansas 66048
Office (913) 680-2530

Cell (913) 547-2114
Fax: (913) 680-1331
e-mail: rsorrell@firstcity.org

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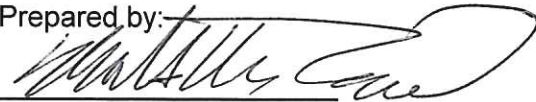
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POLICY REPORT PWD NO. 20-16

CONSIDER BIDS FOR THE
9th STREET AND OTTAWA STREET STORMWATER REPAIR PROJECT

Project 2019 - 931

March 24, 2020

Prepared by: 

Michael G. McDonald,
Director of Public Works

Reviewed by: 

Paul Kramer,
City Manager

ISSUE:

Consider bids received for the 9th Street and Ottawa Street Stormwater Repair Project.

BACKGROUND:

The six-foot diameter stone arch under Ottawa Street at 9th Street is about 22 feet deep and has been in place since the early 1900s. Numerous additions and repairs have been made to the piping system on the north and south sides of the arch. Little work has been done to the arch itself or the associated inlets throughout the years.

In late 2018, staff received a call from a citizen in the area regarding a sinkhole by the inlet on the south side of the roadway. The site was evaluated and orange fencing was placed around the sinkhole with the intent to make repairs in the future with monies collected through the stormwater fee.

Last week, crews were inspecting the site and found the sinkhole had grown in size and was now placing the roadway and a sewer line running parallel to the arch in jeopardy. Staff produced a plan and project quantities to govern bid uniformity and requested bids from contractors to complete the fix to the existing condition. This project is not a complete replacement or expected to be a long-term fix to the structure. Below is a listing of the contractors and bids:

Rodriguez Mechanical	\$82,450.00
Linaweaver Construction	\$92,000.00
Kissick Construction	\$101,650.00

This project will take approximately two weeks to complete once construction has started. Inspection work will be performed with City forces.

Rodriguez Mechanical is an established contractor who is currently working on the Orange Fence 2 project.

The project will be funded with the City-wide Stormwater Fee.

POLICY:

The City Commission can reject all bids or award the contract to the lowest qualified bidder if desired.

RECOMMENDATION:

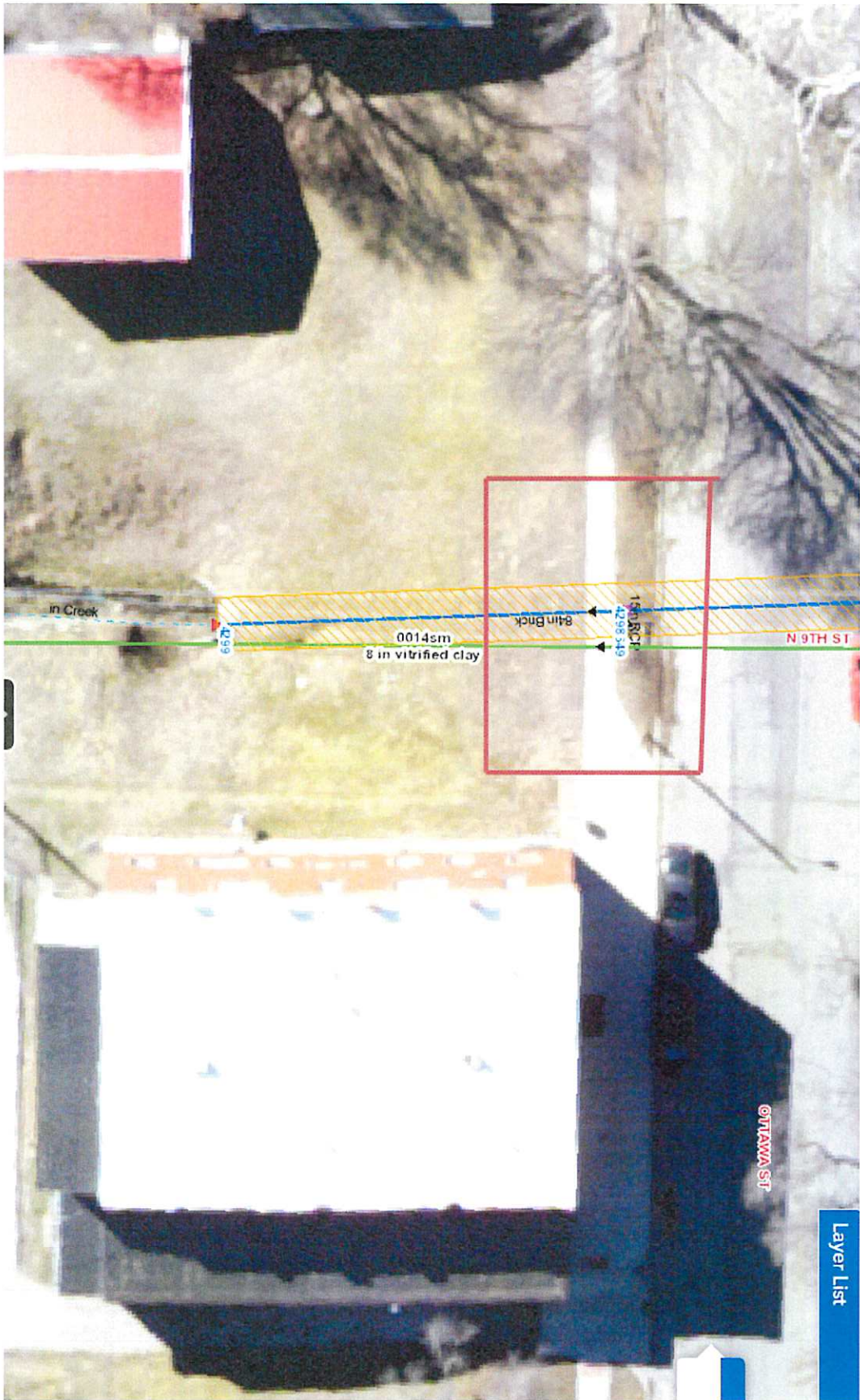
Staff recommends that the City Commission accept the low bid received from Rodriguez Mechanical Contractors in the amount of \$82,450.00 for the 9th and Ottawa Street Stormwater Repair Project.

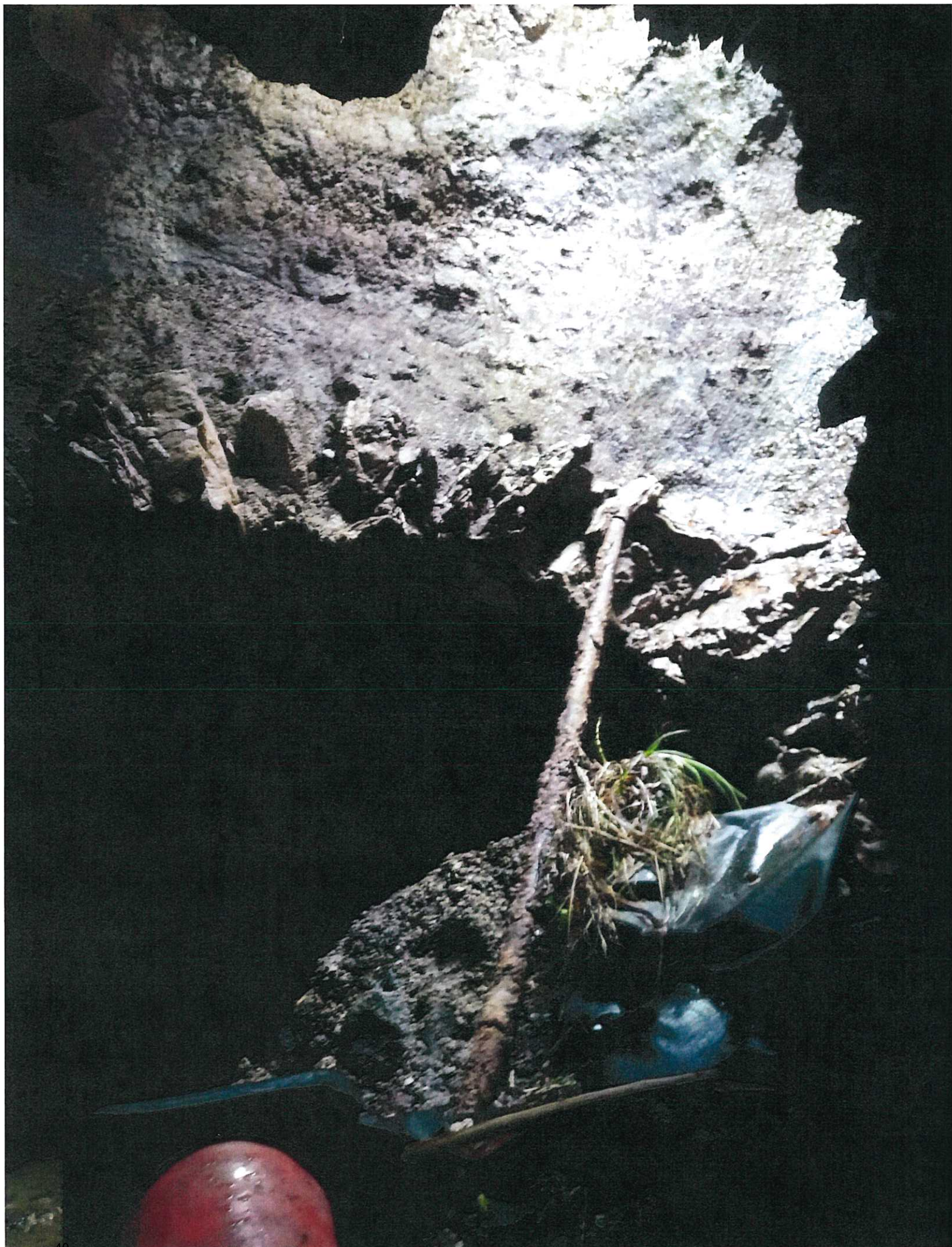
ATTACHMENTS:

- Site Map
- Pictures



LOCATION MAP








POLICY REPORT PWD NO. 20-17

CONSIDER THE PURCHASE AGREEMENT
FOR THE PROPERTY AT 713 S. 3RD STREET

Project 2018-895

March 24, 2020

Prepared by:



Michael G. McDonald,
Director of Public Works

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider purchase of the property at 713 S. 3rd Street for the 2nd & Chestnut Stormwater Repair Project.

BACKGROUND:

Staff worked with Wilson & Co. to design this project. The property at 713 S. 3rd street was advertised as being for sale during the study of project alternatives. Wilson & Co. and staff reviewed design options and determined that including this property in the design will improve the project. It will increase detention basin effectiveness and enhance overall water quality values. Arrangements were made to purchase the property with funds allocated for the project.

POLICY:

The City Commission can reject the contract or proceed with the purchase of the property at the contract amount.

RECOMMENDATION:

Staff recommends that the City Commission accept purchase agreement in the amount of \$53,500 for the property at 713 S. 3rd Street.

MOTION:

Move to approve the acquisition of that certain real property commonly known as 713 S. 3rd Street, for a price not to exceed \$53,500 (exclusive of title costs or closing fees) from Steven L. Stich a/k/a Stephen L. Stich, and directing the Mayor or City Manager to execute any documents that may be necessary for closing, including but not limited to an assignment/assumption of real estate contract with Shadow Partners, LLC.

ATTACHMENTS:

Purchase Agreement
Site Map
Project Map



RESIDENTIAL REAL ESTATE SALE CONTRACT

1 **THIS CONTRACT is made between:** (Print names and **INDICATE MARITAL STATUS OF PARTIES.** If Seller name
2 is not completed, Licensee Assisting Seller to insert Seller name prior to presentation to Seller.)
3

4 **SELLER:** Steven L. Stich / Stephen L. Stich
5 _____

6 **BUYER:** Shadow Partners, LLC and/or Assigns
7 _____

8
9 **Bank-Owned Property (check if applicable).** If the real property is bank-owned and the titled owner of record is
10 not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER is amended
11 to as it is stated in the Deed at Closing and is incorporated herein by reference and in any amendments and
12 addenda. SELLER warrants it has full authority to sign and perform on this Contract on behalf of the titled owner of
13 record.

14 **Improvements on the Property include a manufactured/mobile home.** (A manufactured/mobile home may
15 be considered personal property unless certain requirements have been met).
16

17 PROPERTY, ADDENDA, DESCRIPTIONS AND CONDITIONS

18
19 **1. PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements
20 thereon (**the "Property"**) commonly known as:

21 713 S. 3rd Street Leavenworth 66048 Leavenworth
22 **Street Address** **City** **Zip** **County**

23
24 **STATE: (Check one)** Missouri Kansas
25

26 **LEGAL DESCRIPTION.** (Legal description on SELLER'S vesting deed(s) to govern):
27 _____
28 _____
29 _____
30

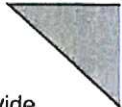
31 This Contract, including the Fixtures, Equipment and Appliances paragraph of the Seller's Disclosure and
32 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for
33 what is included in the sale of the Property.
34

35 Items listed in the "Additional Inclusions" or "Exclusions" below supersede the Seller's Disclosure and the pre-
36 printed list below. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-
37 printed list below govern what is or is not included in the sale.
38

39 **IF THERE ARE DIFFERENCES BETWEEN THE SELLER'S DISCLOSURE AND THE PRE-PRINTED LIST**
40 **BELOW, THE SELLER'S DISCLOSURE GOVERNS.** Unless modified by the Seller's Disclosure and/or the
41 "Additional Inclusions" and/or the "Exclusions", all existing improvements on the Property (if any) and
42 appurtenances, fixtures and equipment (which SELLER agrees to own free and clear) whether buried,
43 nailed, bolted, screwed, glued or otherwise permanently attached to the Property are expected to remain
44 with Property, including, but not limited to:

- | | |
|--|--|
| 46 Attached and all bathroom mirrors | Fireplace grates, screens, glass doors |
| 47 Attached shelves, racks, towel bars | Mounted entertainment brackets |
| 48 Attached lighting | Plumbing equipment and fixtures |
| 49 Attached floor coverings | Storm windows, doors, screens |
| 50 Fences (including pet systems) | Window blinds, curtains, coverings
and window mounting components |

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[SLS] Initials **SELLER and BUYER acknowledge they have read this page** Initials [Signature] BUYER BUYER



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a. **Electronic Systems and Components.** Upon closing SELLER agrees to reset to factory setting or provide codes and passwords for all electronic systems or components at the PROPERTY, including those components controlled remotely by a smart phone or computer.

b. **Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; are considered to be part of the Property, and are included in the sale: _____

c. **Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; are not considered to be part of the Property, and are not included in the sale: _____

d. **Additional Terms and Conditions, if any:** _____
1. The buyer may assign its rights in this contract prior to closing without the consent of the seller
2. Seller agrees to pay Mike Reilly with Reilly Real Estate a commission at closing of \$2,675.00

e. **Limited Home Warranty. (Check if applicable)**

1. SELLER BUYER, at a cost not to exceed \$ _____, agrees to purchase a home warranty plan from _____ (vendor) to be paid at Closing. A home warranty plan is a limited service contract covering repair or replacement of the working components of the Property for a minimum of one (1) year from the Closing Date subject to the terms and conditions of the individual plan with a per claim deductible of \$ _____.

2. The (Check one) Licensee assisting SELLER Licensee assisting BUYER will be responsible for making arrangements for the home warranty plan, submitting required documentation for such to the Closing Agent prior to the Closing Date. Broker may receive a fee from the warranty company.

Home warranty plans may not cover pre-existing conditions and are not a substitute for inspections.

2. **ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (Check applicable boxes):

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Seller's Disclosure and Condition of Property Add. | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Lead Based Paint Disclosure Addendum | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Contingency for Sale and/or Closing Add.
(see SALE CONTINGENCY paragraph) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

SLS _____ Initials SELLER and BUYER acknowledge they have read this page Initials [Signature]
SELLER | SELLER BUYER | BUYER

104 3. DESCRIPTIONS AND CONDITIONS.

- 105
- 106 a. **Effective Date.** The **Effective Date** will be the date of final acceptance by the last party to sign this
- 107 **Contract** or a **Counter Offer Addendum**.
- 108
- 109 b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition
- 110 of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law
- 111 requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and
- 112 that failure to do so may result in civil liability for damages.
- 113
- 114 c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete
- 115 agreement of the parties concerning the Property; supersede all previous agreements, and may be modified
- 116 or assigned only by a written agreement signed by all parties.
- 117
- 118 d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more
- 119 persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the
- 120 sense of the Contract requires.

121 Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents

122 (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not

123 parties to this Contract.

124

125 SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized

126 services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent,

127 Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair

128 personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing

129 specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of

130 either.

131

- 132
- 133 SELLER and/or BUYER is a licensed real estate broker or salesperson. (Check applicable boxes)
- 134 SELLER licensed in: MO KS Other _____
- 135 BUYER licensed in: MO KS Other _____
- 136

137 Licensee assisting SELLER is an immediate family member of: (check applicable boxes)

138 SELLER BUYER

- 139 Licensee assisting BUYER is an immediate family member of: (check applicable boxes)

140 SELLER BUYER

141

- 142 e. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in person, by
- 143 facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or
- 144 such other address or number as will be furnished in writing by any such party.
- 145

146 Such notice or communication will be deemed to have been given as of the date and time so delivered.

147 Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or

148 receipt by the Licensee assisting SELLER will constitute receipt by SELLER.

149

- 150 f. **Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this
- 151 Contract. With the exception of the terms "banking days" or "business days", as used herein, a "day" is
- 152 defined as a 24-hour calendar day, seven (7) days per week.
- 153

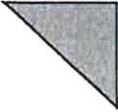
- 154 g. **Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including
- 155 email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.
- 156

- 157 h. **Cyber Protection.** Because you are going to be involved in a real estate transaction where money is
- 158 changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring
- 159 any money.

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SELLER SELLER

Initials SELLER and BUYER acknowledge they have read this page Initials

BUYER BUYER



PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION

4. **PURCHASE PRICE.** The Purchase Price for the Property is \$ 53,500.00
which BUYER agrees to pay as follows:

a. **Earnest Money** will be delivered to Licensee Assisting Seller or Escrow Agent within 5 calendar days (three (3) if left blank) of the Effective Date (the "Delivery Period") and must comply with state laws as defined in the Earnest Money and Additional Deposits paragraph of this Contract.

If Earnest Money is not delivered during the Delivery Period, SELLER may cancel this Contract by written notice any time prior to delivery of the Earnest Money.

b. **Earnest Money** in the form of: *(Check one)*

Personal check OR Other Corporate Check \$ 1,000.00 (b)

Deposited with: _____

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

c. **Additional Earnest Money** (ZERO (\$0) if left blank):

will be delivered on or before _____
 Personal check OR Other _____ \$ _____ (c)

Deposited with: _____

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

d. **Total Amount Financed by BUYER** (Zero (0) if Cash Sale) \$ _____ (d)
(not including financed mortgage insurance premiums, VA Funding Fee or other closing costs, if any)

e. **Balance of Purchase Price to be paid in CERTIFIED FUNDS**
Purchase Price (less b, c & d of this paragraph) on or before Closing Date. \$ 52,500.00 (e)
 Includes Lender(s) approved down payment assistance.

f. **Total Additional Seller Expenses** (Each line ZERO (\$0) if left blank):

1. **Additional SELLER paid costs.** In addition to any other costs SELLER agreed to pay herein, SELLER agrees to pay other allowable closing costs permitted by Lender(s) and/or prepaid items for BUYER, not to exceed: \$ _____

2. **Costs Not Payable by BUYER.** Some lending programs may prohibit a BUYER from paying certain closing-related costs. SELLER agrees to pay all costs associated with obtaining the BUYER'S loan(s) which the program rules will not permit the BUYER to pay, not to exceed: \$ _____

TOTAL ADDITIONAL SELLER EXPENSES NOT TO EXCEED: \$ _____

\$LS _____ Initials SELLER and BUYER acknowledge they have read this page Initials _____
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g. Other Financing Costs.

1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.
2. **Private Mortgage Insurance (PMI).** BUYER will pay any up front PMI premium and annual renewal premiums or will finance the PMI as a part of the Loan(s), if required by Lender(s).
3. **FHA Mortgage Insurance (MIP).** BUYER will pay any up front MIP premium and annual renewal premiums or will finance MIP as a part of the Loan(s).
4. **VA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part of the Loan(s).
5. **USDA Funding Fee** as required by Lender(s) will be paid at Closing by the BUYER or financed as part of the Loan(s).
6. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).

5. **CLOSING AND POSSESSION.** On or before March 31st, 2020 (Closing Date), SELLER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract.

On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.

SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier's check, wire transfer or other certified funds.

When all documents and funds have been executed and delivered into escrow with the title company(s) or other Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on _____ at _____ o'clock _____. m., (if left blank, Possession will be 5:00 P.M. on the Closing Date).

BUYER must not occupy the Property or place personal property in or on it prior to completion of the Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon in writing by the BUYER and the SELLER.

6. **APPRAISED VALUE CONTINGENCY.**

If Financing is being obtained, the appraisal must be completed within the Loan Approval Period.

If a cash sale, BUYER may within 10 calendar days from the Effective Date of this Contract (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser.

If the final appraised value of the Property, as determined by BUYER'S Lender's appraiser or if a cash sale, BUYER'S appraiser, is not equal to or greater than the Purchase Price, BUYER will notify SELLER in writing, within _____ calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following may occur:

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SELLER SELLER

Initials SELLER and BUYER acknowledge they have read this page Initials


BUYER BUYER

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BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S appraisal report ("Appraisal Negotiation Period"), to reach an agreement resolving the appraisal value and/or purchase price.

During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will move forward to Closing.

If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice to the other and BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

7. SALE CONTINGENCY. (Check applicable box)

- This Contract is **NOT** contingent upon the sale and/or Closing of a BUYER'S Property.
- This Contract **IS** contingent upon the sale and/or Closing of a BUYER'S Property and a Contingency For Sale and/or Closing of Buyer's Property Addendum is attached.

8. FINANCIAL TERMS.

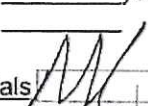
- THIS IS A CASH SALE.** BUYER must provide written verification of funds within _____ calendar days (five (5) days if left blank), after the Effective Date, which are sufficient to complete the Closing on this Contract.
- THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing described in this paragraph.

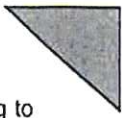
BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not result in additional costs to SELLER, delay the Closing date, or change the Loan approval time frame. These changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S knowledge and no later than _____ calendar days before Closing Date (fifteen (15) days if left blank). Any other changes must be communicated to SELLER in writing and include a pre-approval letter.

BUYER and SELLER are hereby informed any changes to the terms below after the Effective Date of the Contract have the potential to delay Closing and/or change costs due to federal regulations.

- a. **Type of Financing.** Loan(s) will be owner-occupied Loan(s) or investment Loan(s).
- b. **Loan Types/Terms.** BUYER will obtain a Loan(s) upon the following terms.

Type:	Primary Loan	Secondary Loan
Conventional	<input type="checkbox"/>	<input type="checkbox"/>
FHA	<input type="checkbox"/>	<input type="checkbox"/>
VA	<input type="checkbox"/>	<input type="checkbox"/>
USDA	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Interest Rate:		
Fixed Rate	<input type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Amortization Period	_____ years	_____ years
Principal Amount or LTV	_____	_____

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All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according to the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust on the Property or as otherwise required by Lender(s), and repayable in monthly installments.

c. The Loan(s) will bear interest as follows:

- 1. Primary Loan _____ interest rate not exceeding _____% per annum or _____ the prevailing rate at closing
- 2. Secondary Loan _____ interest rate not exceeding _____% per annum or _____ the prevailing rate at closing

BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.

If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S Lender(s) for which BUYER qualifies at Closing.

d. Loan Application(s). BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested no later than five (5) days after the Inspection Period ends.

BUYER IS PRE-APPROVED (See attached Lender(s) letter(s).) BUYER has submitted information to _____ (Lender(s)) who has checked BUYER'S credit and indicated BUYER can qualify for a Loan(s) in an amount equal to or greater than the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate the BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to the sale and Closing of the BUYER'S current property.

BUYER IS NOT PRE-APPROVED. Within _____ calendar days (five (5) days if left blank) after the Effective Date of this Contract, BUYER will complete a written application.

SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan approval(s).

e. Loan Approval(s). BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within _____ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within _____ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan Approval Period").

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, SELLER may cancel this Contract by written notice.

Upon written evidence of rejection provided by BUYER'S Lender(s), BUYER or SELLER may cancel this Contract by written notice.

In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

f. Lender Appraisal Requirements. In addition to any other costs or sums to be paid by SELLER pursuant to this Contract, SELLER agrees to pay an amount not to exceed \$_____ (zero (0) if left blank) for requirements contained in the Lender's appraisal and a copy of Lenders appraisal requirements will be provided to SELLER. If any repairs are required, they will be performed in a workmanlike manner with good-quality materials.

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SELLER | SELLER

Initials **SELLER and BUYER** acknowledge they have read this page

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BUYER | BUYER

379 If appraisal and/or Lender(s) requirements exceed the amount in this blank and if SELLER and BUYER have
380 not agreed in writing to a resolution of the excess appraisal and/or Lender(s) requirements prior to the Closing
381 Date, or within the time period (no less than five (5) calendar days) specified in a written demand by either
382 party, this Contract will be cancelled and disposition of BUYER'S Earnest Money will be subject to the
383 provisions of the Earnest Money and Additional Deposits paragraph of the Contract.
384

385 **CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY**
386

387 **9. UTILITIES.** SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed.
388

389 The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at
390 time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later
391 than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.
392

393 **10. MAINTENANCE OF PROPERTY.** SELLER will maintain the Property in its present condition and agrees to
394 perform ordinary and necessary maintenance, upkeep and repair to the Property through the Possession Date.
395

396 SELLER must advise BUYER in writing of any substantial change in the condition of the Property prior to Closing.
397

398 Unless otherwise agreed in writing, SELLER must remove all possessions, trash and debris, and clean the
399 Property, upon vacating or prior to delivery of Possession.
400

401 **11. INSURANCE/CASUALTY LOSS.** SELLER agrees to keep the Property insured until delivery of SELLER'S deed
402 to BUYER.
403

404 **BUYER and SELLER agree to consult with their respective insurance companies to ensure appropriate**
405 **coverage during the time between completion of close and possession.**
406

407 If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or other causes including
408 those that could be covered by what is known as fire and extended coverage insurance, then the SELLER must
409 notify the BUYER in writing within one (1) calendar day of discovery of such damage. The parties agree that the
410 risk of that damage or destruction will be borne as follows:
411

412 **a.** If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be
413 completed before the Closing Date.
414

415 If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be
416 completed prior to the Closing, with written agreement between the parties one of the following options will be
417 chosen:
418

- 419 1. SELLER will pay for repair/replacement after Closing; or
- 420 2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
- 421 3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed
422 until repair/replacement is complete with any funds remaining after payment for repairs/replacement being
423 remitted to the party that funded the escrow.
424

425 **b.** If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the
426 BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after
427 receiving notice of such damage to the Property.
428

- 429 1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be
430 conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the
431 insurance damage assessment and be responsible for paying the insurance deductible and assign
432 SELLER'S fire and extended coverage proceeds to BUYER at Closing.
- 433 2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those
434 repairs.

SLS Initials SELLER and BUYER acknowledge they have read this page Initials
SELLER SELLER BUYER BUYER

435 12. **SURVEY.** BUYER may, at BUYER'S expense, obtain a "Staked Survey" of the Property no later than _____
436 calendar days (ten (10) days if left blank) prior to the Closing Date to assure there are no defects, encroachments,
437 overlaps, boundary line or acreage disputes, or other such matters that would be disclosed by a survey.
438

439 BUYER acknowledges a Mortgage Inspection Report or "Loan Survey" may be required by a lending institution
440 and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in order to provide
441 survey coverage to the BUYER.
442

443 Within five (5) calendar days of BUYER'S receipt of Survey, BUYER must notify SELLER of any encroachments
444 of any improvements upon, from, or onto the Property or any building setback line, property line, or easement,
445 which encroachment will be deemed to be a title defect. SELLER must remedy such defects as are susceptible of
446 being remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have one of
447 the following options:
448

- 449 a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the
450 Purchase Price; or
- 451
- 452 b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the
453 Earnest Money and Additional Deposits paragraph of the Contract.
454

455 13. **INSPECTIONS.** BUYER may, within 15 calendar days (ten (10) days if left blank) (the "Inspection Period")
456 after the Effective Date of this Contract, at BUYER'S expense, have property inspections by an **independent,**
457 **qualified inspector(s)** which may include, but are not limited to:
458

459 appliances, plumbing (including sewer line and septic system), electrical, heating system, central air conditioning,
460 fireplace, chimney, foundation, roof, siding, windows, doors, ceilings, floors, insulation, drainage, interior and
461 exterior components, any wall, decks, driveways, patios, sidewalks, fences, slabs, pest infestation, health and/or
462 environmental concerns (including lead based paint, mold, asbestos and radon) as provided below and in the
463 Additional Disclosures Including Those Mandated by State or Federal Law paragraph.
464

465 It is BUYER'S responsibility to perform due diligence and verify any information that BUYER considers to be
466 material to the purchase of the Property. Any information provided by the Broker(s) and its affiliated licensee(s)
467 assisting in this transaction is for information and marketing purposes only. BUYER shall complete all due
468 diligence and verification of material concerns during the Inspection Period.
469

- 470 a. **Property Insurability.** During the Inspection Period, it is recommended BUYER determine if Property is
471 insurable.
472
- 473 b. **Factors Affecting Inspections.** BUYER acknowledges such inspections may not identify deficiencies in
474 inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection. It is
475 recommended BUYER check with Lender(s) and/or local government authority regarding septic inspection.
476
- 477 c. **Access to Property and Re-Inspections.** SELLER must provide BUYER reasonable access to the Property
478 to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER
479 and/or final walk through prior to the Closing Date.
480
- 481 d. **Damages and Repairs.** BUYER will be responsible and pay for any damage to the Property resulting from
482 the inspection(s).
483
- 484 e. **Quality of Repairs.** SELLER agrees any corrective measures which SELLER performs pursuant to the
485 following provisions will be completed in a workmanlike manner with good-quality materials.
486
- 487 f. **Wood-Destroying Insects.** **SELLER AGREES TO PAY TO HAVE THE PROPERTY TREATED** for control
488 of infestation by wood-destroying insects if a written inspection report of a certified pest inspector reveals
489 evidence of active infestation, or evidence of past untreated infestation, or otherwise recommends treatment
490 in the main dwelling unit, or included additional structures identified below or on the Property within thirty (30)
491 feet of such unit or structure(s) (or as otherwise required by government regulations if BUYER is obtaining an
492 FHA/VA or other government program Loan(s)). BUYER will pay for any inspections requested by BUYER
493 and/or required by BUYER'S Lender(s).

SLS _____ Initials SELLER and BUYER acknowledge they have read this page Initials _____
SELLER SELLER BUYER BUYER



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The inspection report must be delivered **WITHIN THE INSPECTION PERIOD**, or any treatment will be at the **BUYER'S** expense.

1. If treatment is required, SELLER will provide BUYER with a certificate evidencing treatment by a certified pest inspector of SELLER'S choice, which certificate BUYER agrees to accept. Treatment will be completed no earlier than ninety (90) calendar days prior to the Closing Date.
2. Additional structures to be included in the inspection are: _____

3. Any damage or repair issues related to wood-destroying insect infestations must be identified as Unacceptable Conditions and addressed as set forth below.

- g. What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.
- h. What is an Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector(s) of BUYER'S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.
- i. What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts inspections but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.
- j. What is Not An Unacceptable Condition?** The following items will not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract. Any items marked Excluded (EX) on Seller's Disclosure and Condition of Property Addendum in addition to the following items will not be considered: _____

- k. What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal Unacceptable Conditions, BUYER may do any one of the following:
 1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or
 2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period; or
 3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable Conditions within the Inspection Period.
- l. BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent, qualified inspector(s) who conducted the inspection(s).**
- m. Resolution of Unacceptable Conditions.** BUYER and SELLER will have _____ calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions.

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Any of the following executed and delivered to the other party or other party's Agent prior to the expiration of the Renegotiation Period will constitute such an agreement:

- 1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of Unacceptable Conditions Amendment attached to Inspection Notice; or
- 2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving the unacceptable conditions; or
- 3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in its present condition.

If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as provided above, then after the expiration of the Renegotiation Period either of the following is permitted under the Contract.

- A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both parties.
- B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

DEFAULTS AND REMEDIES

14. DEFAULTS AND REMEDIES. SELLER or BUYER will be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.


If SELLER defaults, BUYER may:

- a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property.
- b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

If BUYER defaults, SELLER may:

- a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property.
- b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract, or pursue any other remedy and damages available at law or in equity.

In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal action.

SLS		Initials <i>SELLER and BUYER acknowledge they have read this page</i> Initials	
SELLER	SELLER		BUYER BUYER

603 15. **DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER
604 and SELLER, or between BUYER or SELLER and a Brokerage Firm or its licensee assisting in the transaction,
605 and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree in good
606 faith to attempt to settle such dispute through the dispute resolution process using a professional mediator. The
607 parties to the dispute must agree in writing before any settlement is binding. Any agreement signed by the
608 parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do not
609 exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small
610 claims court, either party may bring such claims in small claims court in lieu of dispute resolution. The following
611 matters are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage,
612 or land contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is
613 within the jurisdiction of a probate court, or; a violation of a state's real estate license laws. Each party agrees to
614 pay their equal share of any cost to use the services of a professional mediator, unless otherwise agreed to by
615 the parties.
616

617 **ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**
618

619 **16. RADON, MICROBIALS AND OTHER ENVIRONMENTAL POLLUTANTS.**
620

- 621 a. **Radon.** Every BUYER of residential real property is notified the Property may present exposure to dangerous
622 concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
623

624 Radon, a Class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second
625 leading cause overall. Kansas law requires SELLER to disclose any information known to SELLER that
626 shows elevated concentrations of radon gas in residential real property.
627

628 The Kansas Department of Health and Environment recommends all homebuyers have an indoor radon
629 test performed prior to purchasing or taking occupancy of residential real property. All testing for radon
630 should be conducted by a radon measurement technician. Elevated radon concentrations can be easily
631 reduced by a radon mitigation technician.
632


633 For additional information, please go to <http://www.kansasradonprogram.org> or in Missouri a national
634 source for radon information is <http://www.epa.gov/radon>.
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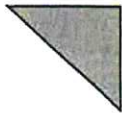
- 636 b. **Microbials and Other Environmental Pollutants.** BUYER acknowledges mold, fungi, bacteria and other
637 microbials commonly exist in homes and will exist in the Property as a result of rain, humidity and other
638 moisture in the Property and on materials during the normal construction process and as a result of the use of
639 wood and other materials that commonly have mold, fungi, bacteria and other microbials at the time of
640 delivery to the job site. BUYER has the opportunity to become informed about microbials and other
641 environmental pollutants, and the potential health risks of microbials and other environmental pollutants.
642

- 643 1. The SELLER and Licensee assisting the SELLER and/or the BUYER do not claim or possess any special
644 expertise in the measurement or reduction of radon, microbials or other environmental pollutants, nor
645 have they provided any advice to BUYER as to acceptable levels or possible health hazards of radon,
646 microbials or other environmental pollutants.
647
648 2. There can be no assurance that any existing systems, devices or methods incorporated into the Property
649 for the purpose of reducing radon, microbials or other environmental pollutant levels will be effective and
650 SELLER has no responsibility for the operation, maintenance or effectiveness of such systems, devices
651 and methods.
652

- 653 17. **LEAD BASED PAINT DISCLOSURE.** If the property was built prior to 1978, BUYER acknowledges receiving,
654 reading and signing the Federally required disclosure regarding lead based paint.
655

- 656 18. **CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes,
657 including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the
658 BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas
659 Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas.

SLS Initials SELLER and BUYER acknowledge they have read this page Initials  BUYER BUYER
SELLER SELLER



660 In Missouri, you may find information on the homepage of the Missouri State Highway Patrol, at
 661 <https://www.mshp.dps.missouri.gov/CJ38/search.jsp> or BUYER should contact the Sheriff of the county in which
 662 the Property is located.
 663

664 **19. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the
 665 franchisor is not responsible for the acts of said Broker(s).
 666

667 **20. BROKERAGE RELATIONSHIP DISCLOSURE.**
 668

669 SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them
 670 and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or
 671 immediately upon the occurrence of any change to that relationship.
 672

673 SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as
 674 Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in
 675 Missouri.).
 676

677 Licensee acting in the capacity of:
 678

- 679 a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER.
 Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
- 680 b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER.
 Information given by the SELLER to an Agent of the BUYER will be disclosed to the BUYER.
- 681 c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- 682 d. Disclosed Dual Agent (Available only in Missouri.) is acting as an Agent for both the SELLER and the BUYER,
 683 and a separate Disclosed Dual Agency Amendment is required.
 684
 685
 686

687 **Agent generating the Contract is responsible for checking appropriate boxes on**
 688 **BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.**

689 Licensee assisting SELLER is a: (Check appropriate box(es)) 690 691 <input type="checkbox"/> SELLER'S Agent 692 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising 693 Broker acts as a Transaction Broker) 694 <input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, 695 to sign a Transaction Broker Addendum. SELLER is not 696 being represented. 697 <input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a 698 Disclosed Dual Agency Amendment. (Missouri only) 699 <input type="checkbox"/> BUYER'S Agent 700 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising 701 Broker acts as Transaction Broker) 702 <input type="checkbox"/> Subagent 703 <input checked="" type="checkbox"/> SELLER is not being represented. 704	689 Licensee assisting BUYER is a: (Check appropriate box(es)) 690 691 <input checked="" type="checkbox"/> BUYER'S Agent 692 <input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising 693 Broker acts as a Transaction Broker) 694 <input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, 695 to sign a Transaction Broker Addendum. BUYER is not 696 being represented. 697 <input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a 698 Disclosed Dual Agency Amendment. (Missouri only) 699 <input type="checkbox"/> SELLER'S Agent 700 <input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising 701 Broker acts as a Transaction Broker) 702 <input type="checkbox"/> Subagent 703 <input type="checkbox"/> BUYER is not being represented. 704
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705 **SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and other fees,
 706 will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency
 707 agreements or other SELLER/BUYER agreements. **SELLER and BUYER understand and agree Brokers may be**
 708 **compensated by more than one party in the transaction.** (Check all applicable boxes)
 709

710 Brokers are compensated by: SELLER and/or BUYER
 711

712 The signatures below only apply to the Brokerage Relationship Disclosure.
 713

714 715 Licensee assisting Seller 716 717 <i>Stephen Stich</i> 718 SELLER 719 720 721 SELLER	DATE 3-3-2020 DATE	714 715 Licensee assisting Buyer 716 717 <i>[Signature]</i> 718 BUYER 719 <i>and/or Assigns</i> 720 721 BUYER	DATE 2-28-2020 DATE 2-28-2020 DATE
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722 TERMS AND CONDITIONS

723
724 **21. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

- 725
- 726 a. **Delivery.** SELLER may cancel the Contract by written notice if Earnest Money and Additional Deposits are
- 727 not received by Listing Broker or Escrow Agent as specified in this Contract.
- 728
- 729 b. **Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified
- 730 Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days
- 731 (Missouri Property) of the Effective Date, unless otherwise agreed upon in writing. All parties agree that Listing
- 732 Broker/Escrow Agent will retain any interest earned on escrowed funds.
- 733
- 734 c. **Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by
- 735 either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits
- 736 will be returned to BUYER, and neither party will have any further rights or obligations under this Contract,
- 737 except as otherwise stated in this Contract.
- 738

739 Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and
740 Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the
741 Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless
742 permitted to do so by applicable state laws.

743
744 If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and
745 Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or
746 similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the
747 Clerk of the Court for disposition as the Court may direct.


748
749 BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs
750 incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable
751 attorney fees and expenses.

752
753 BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either
754 to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if
755 Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written
756 demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days
757 (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will
758 constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified
759 letter.

760
761 All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's
762 account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the
763 respective states as requested or required by law.

764
765 **22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real
766 estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be
767 assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior
768 to the current calendar year will be paid by SELLER.

- 769
- 770 a. Any of the preceding items which become due and accrue during the calendar year in which SELLER'S
- 771 warranty deed is delivered (including but not limited to rents and deposits, if applicable) will be prorated
- 772 between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable
- 773 law, will be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject to a
- 774 special assessment, fee, or located in an improvement district. BUYER acknowledges this disclosure is
- 775 required by Kansas law, and may be found in the Seller's Disclosure and Condition of Property Addendum or
- 776 a separate document, if applicable.

SLS	Initials	<i>SELLER and BUYER acknowledge they have read this page</i>	Initials
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b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing authority, and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in even-numbered years will be prorated based upon the preceding year's tax amount.

23. **EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER or arising by virtue of BUYER's activities or ownership.

Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a company authorized to insure titles in the state where the Property is located, setting forth its requirements to issue an owner's title policy and mortgage policy, if applicable.

Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the date of recording the deed or other document of conveyance (the "Permitted Exceptions").

BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the defects, or cancel this Contract by written notice.

If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.

Mechanic's Lien Coverage. The owner's title policy will also insure BUYER as of the date of recording of the deed or other document of conveyance, against any lien, or right to a lien for services, labor or material imposed by law and not shown by the public records. SELLER agrees to comply with the requirements of the title company for issuance of this coverage. Any mechanic's lien or notice of intent filed during construction and prior to closing will not be deemed a defect in title unless the title insurance company will not insure against loss therefrom.

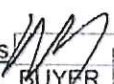
If the Property (Missouri only) has not been occupied by SELLER and has had recent construction work performed, the SELLER may be required to post and record a "notice of intended sale", as stated in Chapter 429 of the Missouri Revised Statutes, in order for BUYER to obtain Mechanic's Lien Coverage. All parties are advised to consult with the title company regarding these requirements.

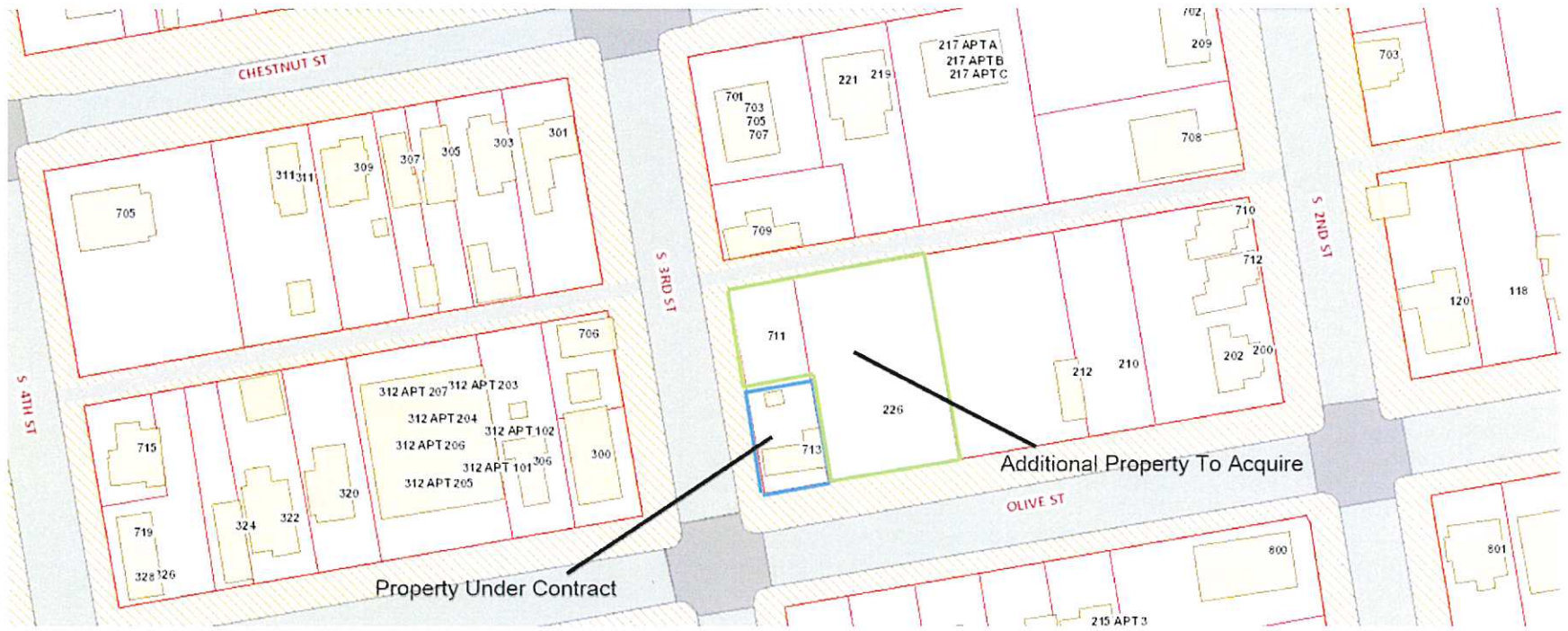
24. **EXPIRATION.** This offer will expire on _____ (five (5) days if left blank), at _____ o'clock ____m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

SLS
SELLER | SELLER

Initials *SELLER and BUYER acknowledge they have read this page* Initials


BUYER | BUYER



Property Under Contract

Additional Property To Acquire

