



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, JUNE 22, 2021 7:00 P.M.

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

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

Call to Order – Pledge of Allegiance Followed by Silent Meditation

1. **Proclamation** – Kiwanis Club Leavenworth (pg. 2)

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from June 8, 2021 Regular Meeting **Action:** Motion (pg. 3)

Second Consideration Ordinances:

3. Second Consideration Ordinance 8167 Adopting the 2030 Comprehensive Plan **Action:** Roll Call (pg. 8)
4. Second Consideration Ordinance 8168 Creating the Leavenworth Land Bank **Action:** Roll Call (pg. 10)

NEW BUSINESS:

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

Public Hearing:

5. Public Hearing to Consider Petition to Vacate a Part of Maple Street (pg. 17)
 - a. Open Public Hearing **Action:** Motion
 - b. Comments from Staff and Public **Action:** Motion
 - c. Close Public Hearing **Action:** Motion
 - d. First Consideration Ordinance to Vacate **Action:** Consensus

General Items:

6. Consider Approval of the 2021 Edward Byrne Memorial Justice Assistance Grant **Action:** Motion (pg. 31)
7. Acceptance of Dedicated Land For Public Use - The Branches Addition No. 3 Final Plat **Action:** Motion (pg. 36)
8. Consider Cost Share with USD 453 for Drive Improvements-Henry Leavenworth School **Action:** Motion (pg. 38)
9. 600 Cherokee Renovation Plan Review **Action:** Motion (pg. 42)

Bids, Contracts and Agreements:

10. Consider Contract with Alfred Benesch & Company-2021 Biennial Bridge Inspection Services **Action:** Motion (pg. 48)

Consent Agenda:

Claims for June 5, 2021, through June 18, 2021, in the amount of \$1,127,816.30; Net amount for Payroll #12 effective June 18, 2021 in the amount of \$356,872.71 (Includes Police & Fire Pension in the amount of \$8,804.19). **Action:** Motion

Other:

Adjournment **Action:** Motion

City of Leavenworth, Kansas



Proclamation

WHEREAS, *Kiwanis International is one of the largest service organizations in the world with more than 551,000 members of all ages and abilities in more than 80 nations; and*

WHEREAS, *the members of Kiwanis Club of Leavenworth are devoted to improving the world, one child and one community at a time by seeking primacy to the human and spiritual rather than the material values of life; and*

WHEREAS, *in addition to improving the lives of children in Leavenworth, Kansas and in communities around the world, Kiwanis club members promote the development of community leaders, positive role models, intercultural understanding and cooperation, with opportunities for fellowship, personal growth, professional development and community service; and*

WHEREAS, *the first Kiwanis club started its service in Detroit, Michigan, USA, in 1915; and the Kiwanis club of Leavenworth, Kansas was formed on July 5, 1921 and continues to have a positive impact on our community and citizens.*

NOW, THEREFORE, I, Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby proclaim July 5, 2021 as:

The Kiwanis Club of Leavenworth Day

and encourages all citizens to support the members of this organization and to make themselves aware of Kiwanis International and the Kiwanis Club of Leavenworth.

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

Nancy D. Bauder, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk



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

City Commission Regular Meeting
Commission Chambers
Tuesday, June 8, 2021 7:00 p.m.

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

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

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

Proclamation-Juneteenth 2021 – Joana Scholtz was present to accept the proclamation.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Leonhard moved to approve the minutes from the May 25, 2021 regular meeting and June 1, 2021 special meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Second Consideration Ordinances:

Second Consideration Ordinance 8163 Rezoning 711 Marshall Street from R1-6 to GBD – City Manager Paul Kramer presented the ordinance for approval. The ordinance was introduced at the May 25, 2021 meeting with a consensus to place on first consideration. There have been no changes since introduced on May 25, 2021.

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

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

City Attorney David E. Waters noted for the record that this rezoning is considered based on the finding of fact as stated during the first consideration.

Mayor Bauder called the roll and Ordinance 8163 passed 5-0.

Second Consideration Ordinance 8164 Text Amendments to Development Regulations – City Manager Paul Kramer presented the ordinance for approval. The ordinance was introduced at the May 25, 2021 meeting with a consensus to place on first consideration. There have been no changes since introduced on May 25, 2021.

Mayor Bauder called the roll and Ordinance 8164 passed 5-0.

Second Consideration Ordinance 8165 Special Use Permit for Child Care Center at 2137 Birch Street – City Manager Paul Kramer presented the ordinance for approval. The ordinance was introduced at the May 25, 2021 meeting with a consensus to place on first consideration. There have been no changes since introduced on May 25, 2021.

Mayor Bauder called the roll and Ordinance 8165 passed 5-0.

Second Consideration Ordinance 8166 Rescinding Special Use Permit 1700 10th Avenue – City Manager Paul Kramer presented the ordinance for approval. The ordinance was introduced at the May 25, 2021 meeting with a consensus to place on first consideration. There have been no changes since introduced on May 25, 2021.

Mayor Bauder called the roll and Ordinance 8166 passed 5-0.

NEW BUSINESS:

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

Williams Bentley (1912 Evergreen)

- November 10th addressed the City Commission to discuss pickleball courts
- Back to discuss the refurbishing of the Cody Park tennis courts and six dedicated pickleball courts
- Would like to look at the drawing of the new pickleball courts
- Wants to be included in review of access points of the new courts
- Would like to re-emphasize to put in 2022 CIP/Budget

Mark Grisham (25174 Woodridge Drive)

- When the project is complete would like a ribbon cutting
- Hopes the renovations would be sooner rather than later
- Is also a part of the Sometimers Plane Club – thank you to the city for the use of the land

General Items:

Review 504 Miami Street Unsafe & Dangerous Structure Given Extension at the April 13, 2021 Meeting -

Director of Planning and Community Development Julie Hurley provided an update and photos of the property. As a reminder the owner passed away and staff has been working with the family about plans to complete repairs. As of this time there has been no more contact with the sister regarding the property.

Code Enforcement has written up the property for grass and weeds. Roof and windows are still in need of repair. Staff has made attempts to contact the family.

Commissioner Wilson stated that he spoke to the sister about a month ago but no contact since.

Commissioner Preisinger moved to immediately take steps to take down 504 Miami as it is an unsafe and dangerous structure. Commissioner Griswold seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Mayor’s Appointment

Mayor Bauder moved to appoint to the 1st Judicial District Juvenile Corrections Advisory Board Kelly Meyer to an unexpired term ending February 14, 2024. Commissioner Griswold seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Resolution:

Resolution B-2284 Set Public Hearing for Unsafe & Dangerous Structure; Fire Damaged House 1006 Kickapoo – Public Works Director Brian Faust presented for approval a resolution to set a public hearing for July 27, 2021 regarding the unsafe & dangerous house located at 1006 Kickapoo. The structure was significantly damaged by fire on April 3, 2021.

Commissioner Preisinger moved to adopt Resolution B-2284 setting July 27, 2021 as the date for the public hearing regarding the unsafe structure located at 1006 Kickapoo Street. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Bids for the 2021 Sidewalk Improvements on Esplanade and Water Pollution Control (WPC) - Public Works Director Brian Faust presented for consideration and approval the low base bid in the amount of \$149,696.50 from Kaaz Construction for the project. Bids were opened on June 2, 2021 as were as follows:

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

Commissioner Griswold moved to award the 2021 Sidewalk Improvements on Esplanade & WPC to Kaaz Construction for the base amount of \$149,696.50. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Consider Bids for 2021 Pavement Management Mill and Overlay – Public Works Director Brian Faust presented for consideration and approval the low base bid in the amount of \$1,876,530.00 from J. M. Fahey Construction for the project. Bids were opened on June 2, 2021 as were as follows:

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

Commissioner Preisinger moved to award the 2021 Pavement Management Mill, Overlay and Restriping contract to J.M. Fahey Construction for the base amount of \$1,876,530.00. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Consider Sole Source Contract for Airport Fuel System Replacement – Assistant City Manager Taylour Tedder presented for consideration the sole source contract with Hoidale in the amount not to exceed \$38,357.52 for the Airport Fuel System Replacement. The Kansas Department of Transportation (KDOT) awarded a grant to the city a 90% matching grant up to \$35,500 for the project. The grant has a time limit of 120 days from the contract date to complete the work. The project may result in additional expense of freight and extra charges and staff asks that the commission approve up to an additional \$10,000.00 for these costs.

Commissioner Griswold moved to approve the sole source quotation and contract with Hoidale in the amount of \$38,357.52 plus up to an additional \$10,000.00 in costs incurred for freight and extra charges that may arise. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

First Consideration Ordinances:

First Consideration Ordinance to Adopt the 2030 Comprehensive Plan - Director of Planning and Community Development Julie Hurley presented for first consideration an ordinance to adopt the 2030 Comprehensive Plan. The City Planning Commission held a public hearing on June 7, 2021 and adopted Leavenworth Planning Commission Resolution 2021-01 approving the 2030 Comprehensive Plan and submitting to the Governing body for consideration and approval.

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

First Consideration Ordinance Establishing a Land Bank - Director of Planning and Community Development Julie Hurley presented for first consideration an ordinance creating the Leavenworth Land Bank and determining the membership, duties and function of the Board of Trustees.

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

Consent Agenda:

Commissioner Wilson moved to approve Claims for May 22, 2021, through June 4, 2021, in the amount of \$554,649.54; Net amount for Payroll #11 effective June 4, 2021 in the amount of \$334,770.60 (No Police

& Fire Pension). Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Other:

City Manager Paul Kramer:

- 3 new adopt a park organizations
- 3 mile creek cleanup program has been filled for the year
- Set a record of 350 young boys and girls in sports program this year
- Wolman pool 6,300 free passes
- Lifeguard pay has been increased

Commissioners Wilson, Leonhard and Preisinger:

- Thank you to city staff and free pool time

Mayor Bauder:

- Participated in laying of the wreaths at Memorial Day
- Friday attended the interment of the medal of honor soldier buried in a potters field and moved to the national cemetery

Adjournment:

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

Time Meeting Adjourned 7:51 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8167
ADOPTING THE 2030 COMPREHENSIVE PLAN

JUNE 22, 2021


Carla K. Williamson, CMC
City Clerk


for Paul Kramer
City Manager

BACKGROUND:

At the June 8, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration:

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

There have been no changes to the ordinance since first introduced. Ordinance No. 8167 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8167

(Summary Published in the Leavenworth Times on June 25, 2021)

ORDINANCE NO. 8167

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

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

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

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

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

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

PASSED and APPROVED by the Governing Body on the 22nd day of June 2021.

Nancy D. Bauder, Mayor

{Seal}

ATTEST:


Carla K. Williamson, CMC, City Clerk

POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8168
CREATING LEAVENWORTH LAND BANK

JUNE 22, 2021



Carla K. Williamson, CMC
City Clerk


for Paul Kramer
City Manager

BACKGROUND:

At the June 8, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration:

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

There have been no changes to the ordinance since first introduced. Ordinance No. 8168 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8168

(Summary Published in Leavenworth Times June 25, 2021)

ORDINANCE NO. 8168

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

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

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

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

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

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

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

ARTICLE XIV. LEAVENWORTH LAND BANK

Sec. 10-616. Creation; purpose.

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

Sec. 10-617. Definitions.

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

City means the City of Leavenworth, Kansas.

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

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

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

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

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

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

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

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

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

Sec. 10-619. Officers; organization.

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

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

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

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

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

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

Sec. 10-620. Powers of the board.

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

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

Sec. 10-621. Administration.

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

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

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

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

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

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

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

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

Sec. 10-623. Taxes and assessments.

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

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

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

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

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

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

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

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

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

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

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

Sec. 10-625. Neighborhood advisory committees.

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

Sec. 10-626. Severability.

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

Section 2. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this 22nd day of June 2021.

Nancy D. Bauder, Mayor

{Seal}

ATTEST:

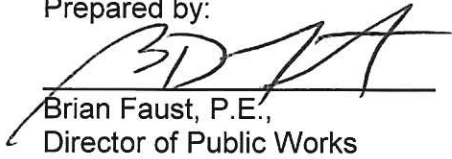
Carla K. Williamson, CMC, City Clerk

POLICY REPORT PWD NO. 21-22

CONDUCT A PUBLIC HEARING AND CONSIDER AN ORDINANCE VACATING A PORTION OF MAPLE STREET PLATTED IN FACKLER'S ADDITION FROM THE WEST RIGHT OF WAY LINE OF SOUTH 2ND STREET, WEST/SOUTHWEST 150 FEET IN LENGTH AND 80 FEET IN WIDTH, BUT RETAINING THE SAME AS A UTILITY EASEMENT

June 22, 2021

Prepared by:


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

Reviewed by:


Paul Kramer,
City Manager

ISSUE:

The issue before the City Commission is to place on first consideration an ordinance vacating a portion of Maple Street platted in Fackler's Addition from the west Right-of-Way (ROW) line of South 2nd Street, West/Southwest 150 feet in length and 80 feet in width, but retaining the same as a utility easement. Prior to first consideration, a public hearing is required to allow for all persons interested to appear and be heard.

RECOMMENDATION:

At this time, staff recommends that the City Commission open a Public Hearing. At the conclusion of the Public Hearing, a consensus is needed to place an ordinance on first consideration for approval of the request to vacate a portion of Maple Street ROW platted in Fackler's Addition from the west Right-of-Way line of South 2nd Street, West/Southwest 150 feet in length and 80 feet in width, but retaining the same as a utility easement

BACKGROUND:

Geiger Ready-Mix owns the properties on both the north and south sides of Maple Street west of 2nd Street to the alley (approximately 150 feet). They have requested that a portion of the street ROW adjacent to these properties be vacated. If approved, this results in the ownership of the street ROW being transferred to Geiger Ready-Mix (the adjoining property owners). Geiger intends to construct additional parking on the tract along the south side of Maple and the parking area would encroach on the Maple Street ROW. Geiger also stated that they do not plan to close access through this area.

City staff reviewed this proposal and location and offers the following observations:

1. By limiting the vacation to 150 feet, both the alley and Maple west of the alley will remain open for the public.
2. By retaining a utility easement through this area, current and/or future utilities can use Maple Street between 2nd Street and 3rd Street.

Staff is reluctant to recommend that the City relinquish ownership of public property without some public purpose being served. Representatives of Geiger stated that they intend to add additional parking and to leave access open. As they have been at this location since the mid 1950s and have invested millions of dollars in the plant and other equipment, it is reasonable to assume that they have long-term plans to remain on the property.

The City has contractual agreements with the major utilities that allow them to use the ROW for their purposes. Notification has been sent to all of the local utility companies and their responses received are noted or attached.

1. AT&T objects if there are impacts to the ROW along S. 2nd Street. *No impacts are anticipated.*
2. KGS (Kansas Gas Service) objects unless a new gas line is installed on 3rd that will supply property at 215 Maple. Staff contacted Geiger to have them address this issue with KGS. As of this writing, no additional information from Geiger or KGS has been received.
3. Leavenworth Waterworks has no objections
4. Evergy has no objections.

POLICY:

The City Commission is required to hold a public hearing on proposed vacations. Staff generally supports vacation requests if they facilitate a greater public purpose. The City Engineer's Office does not support the proposed vacation with the objection received from KGS. If KGS and Geiger reach an agreement and KGS no longer objects to the vacation, the City Engineer's Office would support the vacation request.

ATTACHMENTS:

Copies of letters from utilities
Surveys and legal descriptions
Draft Ordinance

(Summary Published in the Leavenworth Times on _____, 2021)

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF MAPLE STREET PLATTED IN FACKLERS ADDITION FROM THE WEST RIGHT OF WAY LINE OF SOUTH 2ND STREET, WEST/SOUTHWEST 150 FEET IN LENGTH AND 80 FEET IN WIDTH, BUT RETAINING THE SAME AS A UTILITY EASEMENT, LOCATED IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, AMENDING APPENDIX C, ARTICLE I, STREET VACATIONS OF THE CITY OF LEAVENWORTH CODE OF ORDINANCES.

WHEREAS, a petition for the vacation of a part of Maple Street platted in Facklers addition, a subdivision of land in the City of Leavenworth, Leavenworth County, Kansas and fully described in Section 1, was filed with the Office of the City Clerk on May 25, 2021; and

WHEREAS, the City Clerk of the City of Leavenworth, Kansas, gave public notice of the same by publication in the official City newspaper on May 28, 2021 stating that a petition has been filed in the office of the City Clerk praying for such vacation, describing the property fully and setting June 22, 2021 as the hearing date on which the petition shall be presented to the Governing Body of the City for hearing and that at such time and place and giving instructions to all persons interested to be heard under the petition; and

WHEREAS, the petition did proceed to hearing as published and no objections were filed with the City Clerk or received at the time of the hearing; and

WHEREAS, all utility companies were notified and agreed to such vacation and the utility easement described in Exhibit A with the stipulations noted in Section 3 of this ordinance; and

WHEREAS, all expenses for relocating or otherwise modifying the utilities will be negotiated by and paid by the petitioner; and

WHEREAS, all the requirements of K.S.A. 12-504 *et. seq.* have been complied with.

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

Section 1. Except as set forth below, those certain streets, road, alleys, or rights-of-way, as previously platted or otherwise, and being more fully described below and depicted in Exhibit A, are hereby vacated, to-wit:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 16 BLOCK 10, SAID FACKLERS ADDITION; THENCE S18°05'46"E, ALONG THE WEST RIGHT OF WAY LINE OF S 2ND STREET AS IT NOW EXISTS, A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 9, SAID FACKLERS ADDITION; THENCE S71 °50'06"W, ALONG THE NORTH LINE OF BLOCK 9, A DISTANCE OF 149.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N18°04'43"W, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 13 BLOCK 10, SAID FACKLERS ADDITION; THENCE N71 °50'06"E, ALONG THE SOUTH LINE OF SAID BLOCK 10, A DISTANCE OF 149.26 FEET TO THE POINT OF BEGINNING. CONTAINS 11,941.41 SQUARE FEET MORE OR LESS.

Section 2. Notwithstanding the foregoing, the City of Leavenworth, Kansas, hereby reserves, for itself and its successors and assigns, and its agents, contractors, franchisees, and licensees, a general utility easement upon, over, under, along, and through the above-described real property for utility easement purposes, including but not limited to the right, privilege and perpetual easement to enter upon such lands to survey, construct, operate, inspect, maintain, modify, alter, repair, rebuild, remove, and add wires, cables, poles, conduits, and pipes, now or at any future time, for general utility purposes including but not limited to electric, gas, water, storm sewer, storm water, sanitary sewer, and communication purposes, and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress. Except as herein specifically provided, the rights reserved herein shall not be construed to interfere with or restrict the fee owner of the above-described property from the use of the above described real property. PROVIDED, however, such use shall not, in the judgment of the City, interfere with or endanger the construction, operation or maintenance of said utilities; and provided further that no building shall be constructed on the easement without City's written permission. Any facilities installed or constructed pursuant to this reserved easement are the personal property of the utility constructing such facilities.

Section 3. Reference is hereby made to those certain existing gas line facilities located within the above-described real property owned by Kansas Gas Service (the "Gas Line"). Notwithstanding the foregoing, the vacation of such real property as set forth in this ordinance is contingent and dependent upon, contemporaneously herewith, the delivery, dedication, and recording of that certain replacement gas line easement for service to the property commonly known and numbered as 215 Maple Street, Leavenworth, Kansas, as more particularly described on Exhibit B, which easement is intended to replace such easement rights as may have existed prior to such vacation.

Section 4. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after the date of its publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this _____ day of _____ 2021.

Nancy D. Bauder, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk



May 26, 2021

AT&T
ATTN: Randy Gaskin
4501 Brewer Place
Leavenworth, Kansas 66048

Re: Street Vacation of Maple Street Section

This office has received the attached request for a Street Vacation at Maple Street beginning at the southeast corner of Lot 16, Block 10 and the northeast corner of Lot 1, Block 9 said Fackler's Addition in the City of Leavenworth, Kansas. The proposed location is shown on the enclosed map. Please review the request and indicate your wishes below.

- No objection to the request
 - Objection for the following reason(s)

AT&T HAS MULTIPLE CABLES IN ROW ON THE WEST SIDE OF 2ND ST THAT WILL NEED
TO BE ACCOUNTED FOR AND PROTECTED.

RANDAL GASKIN
Authorized representative

05/26/2021
Date

We would appreciate your reply no later than **June 15, 2021**. You may scan your response and email it to Mike Stephan, mstephan@firstcity, or fax it to (913) 682-1521. If you have any questions or concerns, please do not hesitate to contact my office.

Thank you in advance for your timely consideration of this request.

Sincerely,

Mike Stephan
Project Manager

Attachment



May 26, 2021

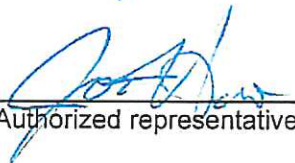
Evergy
ATTN: Jon Hain
2720 2nd Avenue
Leavenworth, KS 66048

Re: Street Vacation of Maple Street Section

This office has received the attached request for a Street Vacation at Maple Street beginning at the southeast corner of Lot 16, Block 10 and the northeast corner of Lot 1, Block 9 said Fackler's Addition in the City of Leavenworth, Kansas. The proposed location is shown on the enclosed map. Please review the request and indicate your wishes below.

- No objection to the request
 - Objection for the following reason(s)

Evergy's overhead line in this vacation is within the utility easement platted on Gieger's parking lot plan.

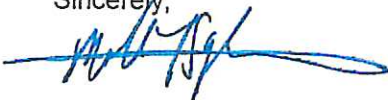

Authorized representative

6-11-21
Date

We would appreciate your reply no later than **June 15, 2021**. You may scan your response and email it to Mike Stephan, mstephan@firstcity, or fax it to (913) 682-1521. If you have any questions or concerns, please do not hesitate to contact my office.

Thank you in advance for your timely consideration of this request.

Sincerely,



Mike Stephan
Project Manager

Attachment



May 26, 2021

Kansas Gas
ATTN: Brad Lee
2720 2nd Avenue
Leavenworth, KS 66048

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- No objection to the request
 - Objection for the following reason(s)

This would conflict with KGS' ability to serve the customer at 215 Maple Street. KGS would not object, provided it is reimbursed for the installation of a new main along S 3rd Street from Maple Street to Poplar Street and a small portion of main along Maple Street.

Anthony P Cellitti KGS Manager-Engineering
Authorized representative

6-2-2021
Date

We would appreciate your reply no later than **June 15, 2021**. You may scan your response and email it to Mike Stephan, mstephan@firstcity, or fax it to (913) 682-1521. If you have any questions or concerns, please do not hesitate to contact my office.

Thank you in advance for your timely consideration of this request.

Sincerely,

Mike Stephan
Project Manager

Attachment



May 26, 2021

Leavenworth Water Department
ATTN: Kayla Manning
601 Cherokee
Leavenworth, KS 66048

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- No objection to the request
 - Objection for the following reason(s)

Relocation of 1 service to allow abandonment of
water infrastructure in subject location. Payment
has been received.

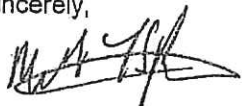

Authorized representative

6/2/2021
Date

We would appreciate your reply no later than **June 15, 2021**. You may scan your response and email it to Mike Stephan, mstephan@firstcity, or fax it to (913) 682-1521. If you have any questions or concerns, please do not hesitate to contact my office.

Thank you in advance for your timely consideration of this request.

Sincerely,



Mike Stephan
Project Manager

Attachment

City of Leavenworth

100 N. 5th Street • Leavenworth, Kansas 66048-1970 • (913) 684-0375 • www.leavenworthks.org



May 26, 2021

Wastewater Treatment Plant
ATTN: Tim Guardado
1800 S. 2nd Street
Leavenworth, KS 66048

Re: **Street Vacation of Maple Street Section**

This office has received the attached request for a Street Vacation at Maple Street beginning at the southeast corner of Lot 16, Block 10 and the northeast corner of Lot 1, Block 9 said Fackler's Addition in the City of Leavenworth, Kansas. The proposed location is shown on the enclosed map. Please review the request and indicate your wishes below.

- No objection to the request
 - Objection for the following reason(s)

WWTP has no utilities in this area.

Authorized representative

5.26.21

Date

We would appreciate your reply no later than **June 15, 2021**. You may scan your response and email it to Mike Stephan, mstephan@firstcity, or fax it to (913) 682-1521. If you have any questions or concerns, please do not hesitate to contact my office.

Thank you in advance for your timely consideration of this request.

Sincerely,

Mike Stephan
Project Manager

Attachment

City of Leavenworth

100 N. 5th Street • Leavenworth, Kansas 66048-1970 • (913) 684-0375 • www.leavenworthks.org



City of Leavenworth
 100 N 5th St
 Leavenworth, Ks 66048
 Telephone: 913-682-9201

Filing Date 4/5/25/2021
 Fee of \$250.00 Paid /\$250.00
 Certified Adjacent Property Owners
 Surveyor certified legal description & depiction
 Date of Hearing June 22, 2021
 Publication Date of Hearing May 28, 2021

**VACATION PETITION FOR
 SITE OR ADDITION/ALLEY/ STREET/EASEMENT/BUILDING SETBACK LINES**

1. Apply for vacating petitions in the Office of the City Clerk.
2. A petition, if approved, may take up to 60 days for complete action. The amount of time would depend on when the application is filed with respect to the City Commission meetings.
3. The application shall be filled out completely by the applicant in order that the City Commission has a clear understanding of what the applicant desires. You must be the legal owner of the property (NOT LEASEE OR RENTER).
4. Procedure for filing and reviewing petitions shall be as follows:
 - a. Request a list of owners of adjacent property owners from the Leavenworth County GIS department.
 - a. Certified ownership shall include **ADJACENT PROPERTY OWNERS ONLY**, not a 200' radius.
 - b. Applications shall be filled out completely and filed in the Office of the City Clerk. If additional space is needed, attach additional sheets.
 - c. Applications **MUST** include a surveyors certified (stamped and signed) legal description of the area petitioned for vacation and include a depiction of the area.
 - d. **All** applications require the signatures of adjoining (adjacent) property owners even if the adjacent owners are the applicant.
 - e. A non-refundable fee of \$250 shall be paid at the City Clerk's Office at the time the application is filed.
 - f. Upon receipt of the properly executed application, **LIST OF OWNERSHIP OF ADJACENT PROPERTY OWNERS** and required filing fee, the City Clerk shall forward the application to the City Engineer and City Planner for review and recommendations.
 - g. After being reviewed by City Staff, the City Clerk shall publish a notice of this request and place this item on the agenda for the City Commission's consideration.

1 Geiger Ready-Mix - Todd Geiger, residing at 1333 S. 2nd St
 (Owner(s) Name) (Owner(s) Address)

Daytime Telephone: 913.827.4573 E-mail: toddgeiger@geigerreadymix.com

do hereby petition the Leavenworth City Commission for the vacating of the site or addition/~~street~~/alley/easement (circle one) as indicated on the attached documents. (Must be described by the present legal owner of the property and legal Description of property to be vacated as prepared by a surveyor and bear the surveyor's stamp and signature and a depiction or sketch of the requested vacated area. Sketch must show vicinity, adjacent streets and legal description of lots abutting proposed vacation.)

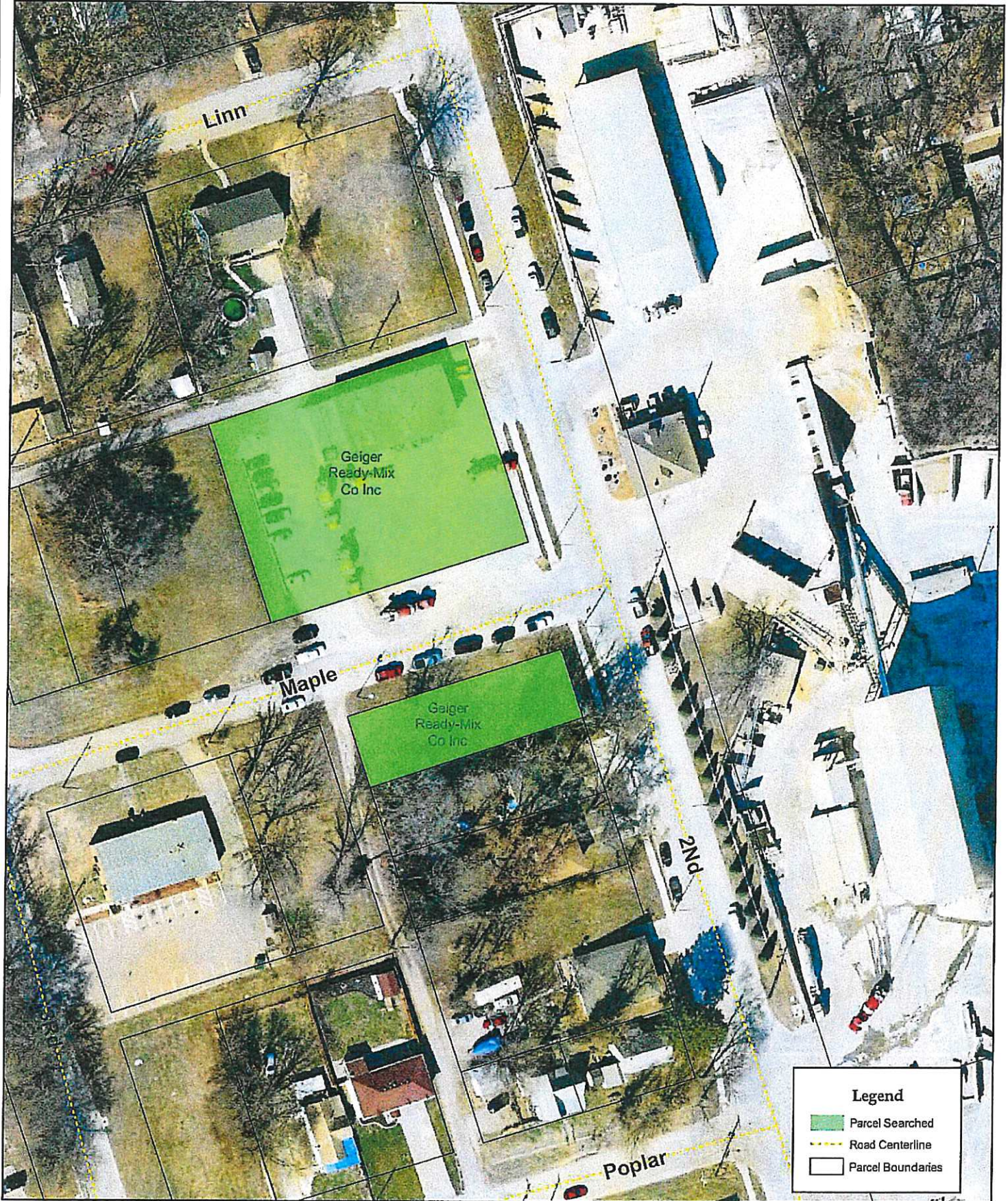
Intended use of the vacated street alley, or easement (circle one) by petitioner: parking lot

All applications require signatures of adjoining property owners even if the adjoining property owners are the applicant.

In submitting this petition, the undersigned agrees to pay a \$250 non-refundable fee and certifies he/she is the present owner of the property adjacent to the site or addition/street/alley/easement.

Signed: Todd Geiger Date: 5/11/21

Property Radius Search



Radius Search Report

Properties Found: 2

05/12/2021



Parcel #	Quick Ref.	Property Owner	Site Address	Mailing Address	Property Type
052-077-36-0-40-08-010.00-0	r6607	GEIGER READY-MIX CO INC	1332 S 2ND ST, Leavenworth, KS 66048	PO BOX 50 LEAVENWORTH, KS 66048	Gypsum / plaster / concrete products mfg
052-077-36-0-40-09-001.00-0	r6608	GEIGER READY-MIX CO INC	00000 S 2ND ST, Leavenworth, KS 66048	PO BOX 50 LEAVENWORTH, KS 66048	Residential highest and best use

EXHIBIT A STREET VACATION



DESCRIPTION:

A PART OF MAPLE STREET PLATTED IN FACKLERS ADDITION, A SUBDIVISION OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 16 BLOCK 10, SAID FACKLERS ADDITION; THENCE S18°05'46"E, ALONG THE WEST RIGHT OF WAY LINE OF S 2ND STREET AS IT NOW EXISTS, A DISTANCE OF 80.00 FEET TO THE NORTHEAST CORNER OF LOT 1 BLOCK 9, SAID FACKLERS ADDITION; THENCE S71°50'06"W, ALONG THE NORTH LINE OF BLOCK 9, A DISTANCE OF 149.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N18°04'43"W, A DISTANCE OF 80.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 13 BLOCK 10, SAID FACKLERS ADDITION; THENCE N71°50'06"E, ALONG THE SOUTH LINE OF SAID BLOCK 10, A DISTANCE OF 149.26 FEET TO THE POINT OF BEGINNING.

CONTAINS 11,941.41 SQUARE FEET MORE OR LESS

LEGEND:

-  FOUND PROPERTY CORNER
-  STREET TO BE VACATED

GENERAL NOTES:

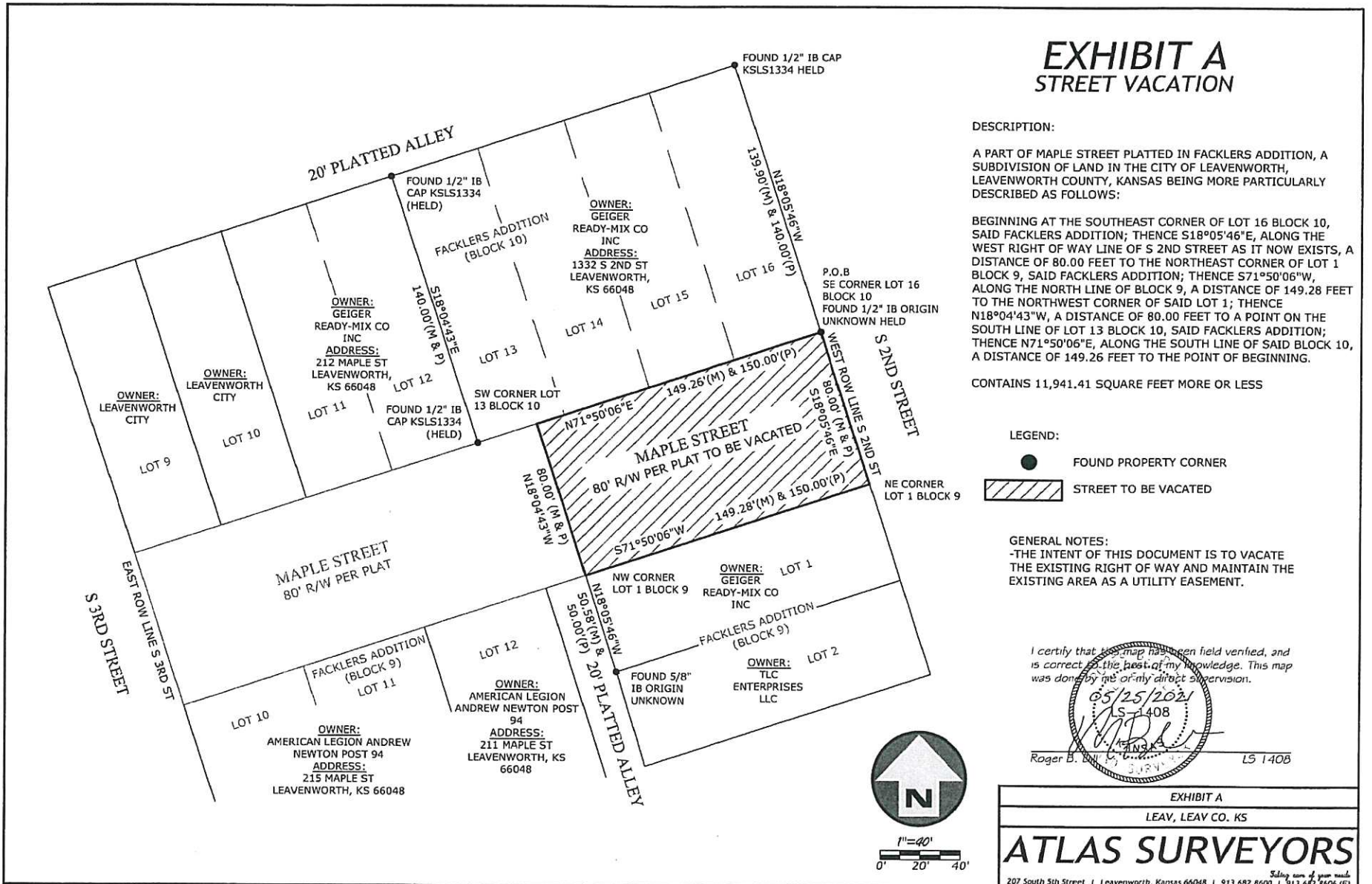
-THE INTENT OF THIS DOCUMENT IS TO VACATE THE EXISTING RIGHT OF WAY AND MAINTAIN THE EXISTING AREA AS A UTILITY EASEMENT.

I certify that this map has been field verified, and is correct to the best of my knowledge. This map was done by me or my direct supervision.

05/25/2021
LS 1408
Roger B. ...
Roger B. ... LS 1408

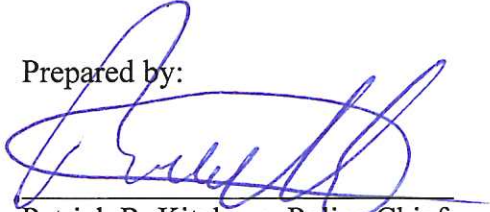


EXHIBIT A
LEAV, LEAV CO. KS
ATLAS SURVEYORS
<small>Siding view of your needs 207 South 5th Street Leavenworth, Kansas 66048 913.682.8600 913.682.8606 (F)</small>



Policy Report No. 6-2021
2021 Edward Byrne Memorial Justice Assistance Grant Application
June 22, 2021

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Taylour Tedder, Assistant City
Manager

ISSUE:

The Police Department is requesting authority to apply for the 2021 Edward Byrne Memorial Justice Assistance Grant in the amount of \$30,016.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

On June 8, 2021, the U.S. Department of Justice released the annual Edward Byrne Memorial Justice Assistance Grant local solicitation and identified the City of Leavenworth, Kansas as eligible for \$30,016. This is an annual grant made available to law enforcement agencies in the United States and we have experienced great success with these funds. Typically, we have used these funds to purchase police equipment.

This grant application requires the City of Leavenworth to share this allocation with Leavenworth County as they are categorized in the disparate grouping. The allocation is based upon a formula which provides the City of Leavenworth will receive \$18,000 and Leavenworth County will receive \$12,016. The City of Leavenworth must apply for this grant on behalf of both entities.

The Leavenworth County Sheriff's Office intends to use the funds to purchase law enforcement equipment.

BUDGET IMPACT:

No City of Leavenworth funds are necessary for this grant application.

COMMISSION ACTION:

Authorize the Police Department to apply for the 2021 Edward Byrne Memorial Justice Assistance Grant in the amount \$30,016 of which \$12,016 will be given to Leavenworth County Sheriff's Office. This action requires the City Manager and City Attorney to sign an Interlocal agreement with Leavenworth County.

Further, it requires the Mayor to sign an additional document entitled "Certifications and Assurances by the Chief Executive of the Applicant Government."

Patrick Kitchens

From: Dedeke, Andrew <adedeke@leavenworthcounty.gov>
Sent: Wednesday, June 9, 2021 11:00 AM
To: Patrick Kitchens
Subject: RE: Bryne Grant

I am in agreement, thank you.

From: Patrick Kitchens <pkitchens@firstcity.org>
Sent: Wednesday, June 9, 2021 10:33 AM
To: Dedeke, Andrew <adedeke@leavenworthcounty.gov>
Subject: Bryne Grant

Notice: This email originated from outside this organization. Do not click on links or open attachments unless you trust the sender and know the content is safe.

Sheriff

We received our 2021 Kansas Byrne Grant allocation in the amount of \$30,016. (attached) Using our standard 60/40 split that would equate to Leavenworth getting \$18,000 and The Sheriff's Office \$12,016. Please let me know if you approve. I will be asking for approval at the June 22, 2021 City Commission Meeting.

Thanks
Chief

***The message and documents transmitted with this e-mail contain confidential or privileged information belonging to the sender and it is intended only for the individual or entity to whom it is addressed. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you are not an intended recipient you must not use, disclose, disseminate, copy or print its contents. If you receive this e-mail in error, please notify the sender by reply e-mail and delete and destroy the message and any attachments. ***

*** THIS EMAIL CAME FROM AN EXTERNAL SOURCE. PLEASE BE CAUTIOUS WHEN CLICKING ON LINKS OR ATTACHMENTS.

2021 Kansas Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2021 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://bjaj.org/program/jag/frequently-asked-questions>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
KS	DOUGLAS COUNTY	County	*	
KS	LAWRENCE CITY	Municipal	\$30,505	\$30,505
KS	FINNEY COUNTY	County	*	
KS	GARDEN CITY	Municipal	\$13,964	\$13,964
KS	FORD COUNTY	County	*	
KS	DODGE CITY	Municipal	\$11,615	\$11,615
KS	GEARY COUNTY	County	*	
KS	JUNCTION CITY	Municipal	\$14,747	\$14,747
KS	HARVEY COUNTY	County	*	
KS	NEWTON CITY	Municipal	\$11,419	\$11,419
KS	JOHNSON COUNTY	County	*	
KS	OLATHE CITY	Municipal	\$27,764	
KS	OVERLAND PARK CITY	Municipal	\$39,347	
KS	SHAWNEE CITY	Municipal	\$13,996	\$81,107
KS	LEAVENWORTH COUNTY	County	*	
KS	LEAVENWORTH CITY	Municipal	\$30,016	\$30,016
KS	RENO COUNTY	County	*	
KS	HUTCHINSON CITY	Municipal	\$18,531	\$18,531

KS	SALINE COUNTY	County	*	
KS	SALINA CITY	Municipal	\$21,435	\$21,435
KS	SEDGWICK COUNTY	County	\$13,279	
KS	WICHITA CITY	Municipal	\$430,202	\$443,481
KS	SHAWNEE COUNTY	County	*	
KS	TOPEKA CITY	Municipal	\$79,639	\$79,639
KS	RILEY COUNTY	County	\$24,567	
KS	WYANDOTTE COUNTY AND KANSAS CITY UNIFIED GOVERNMENT	Municipal	\$100,030	
	Local total		\$881,056	

**POLICY REPORT
LEAVENWORTH CITY COMMISSION
BRANCHES ADDITION No. 3
FINAL PLAT**


JUNE 22, 2021

SUBJECT:

A request for a Final Plat of Branches Addition No. 3



Prepared By:
Julie Hurley
Director of Planning and
Community Development


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

ANALYSIS:

The subject property is owned by Reilly Development, LLC, plat prepared by Atlas Surveyors. The applicant is requesting approval of a 45 lot final plat for the Branches Addition residential development. The property is currently vacant and zoned R1-6, High Density Single Family Residential District.

The subject property is 25.09 acres in size, and is currently undeveloped. The site lies between South 20th Street and Tonganoxie Drive, to the north of the existing Branches subdivision. The plat consists of 45 residential lots with an average size of 15,763 square feet. The maximum lot size is 39,235 square feet and the minimum lot size is 8,400 square feet. Also included are associated utility easements, right of way, open space/drainage easements and emergency access.

The Development Review Committee reviewed the preliminary plat at their December 10, 2020 meeting. The items discussed at that time of the December meeting included the two access point: the first access point to the east and the second access point would be from tract B to the south, the need for a Home Owner's Association, and it was also noted the need to address threatened and endangered species.

Storm water and sewer plans have been submitted, and Public Works is in the process of reviewing. Public Improvement Plans will be finalized and approved by Public Works prior to the recording of the final plat. The Fire Marshall has been in coordination with the engineer in regards to the second fire access dedicated by Tract A.

The Planning Commission considered this plat at their June 7, 2021 meeting and voted unanimously to approve the plat. The plat is before the City Commission for the purpose of accepting the dedication of land for public purposes in the form of public utility easements and right-of-way that are associated with the plat.

ACTION/OPTIONS:

Accept the dedication of land for public purposes as part of the Final Plat.


POLICY REPORT PWD NO. 21-25


CONSIDER COST SHARE WITH USD 453 FOR DRIVE IMPROVEMENTS
AT HENRY LEAVENWORTH ELEMENTARY SCHOOL

June 22, 2021

Prepared by:

Reviewed by:


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


Taylour Tedder,
Assistant City Manager

ISSUE:

Consider a 50/50 cost share with USD 453 for a new bus lane at Henry Leavenworth Elementary School that will help reduce the volume of traffic that stacks on Vilas Street.

BACKGROUND:

The current drive configuration internal to Henry Leavenworth Elementary School is not sufficient to handle both buses and personal vehicle pickups during the afternoon dismissal of students. As a result, vehicles eastbound on Vilas Street stack west on Vilas Street and down 22nd Street. Residents in the area have expressed concern that emergency vehicles may not be able to access properties on 22nd and further west on Vilas due to the stacking of vehicles.

One of the reasons for the stacking on Vilas and 22nd is that parents picking up their children are not allowed to enter the school property prior to the buses picking up students. This is done to avoid conflicts between school buses, personal vehicles and students.

To help reduce the stacking concerns, USD 453 is constructing a new bus entrance off of Vilas Street and has requested the City participate in a 50/50 cost share for the project (just east of the existing entrance – see attached drawings). This will allow parents picking up children to stack internal to the site (in the parking lot) at the same time buses are arriving and picking up students. While this may not eliminate all stacking along Vilas, drivers and residents should see improvement over the current conditions.

USD 453 received bids for the construction of the new entrance with the low bid submitted by Baker Construction. Bid amount for the construction of the new entrance was \$53,337. A 50/50 cost share between the City and the school district equates to \$26,668.50 per party.

POLICY:

The current conditions along Vilas Street, west of 20th are a concern to residents in the area. Participating in a 50/50 cost share will help improve conditions along Vilas Street and will reduce the short-term need for upgrades to Vilas Street.

RECOMMENDATION:

Staff recommends the City Commission participate in a 50/50 cost share with USD 453 to construct a new bus entrance to Henry Leavenworth Elementary School. The City's cost should be a not-to-exceed amount of \$26,668.50.

ATTACHMENTS:

Drawing of proposed improvements
Email correspondence with cost and contractor information

PROJECT BENCHMARKS & CONTROL POINTS

- **BM#1** SW Corner of Curb Inlet at the SW Corner @ 20th Street & Vilas Street
Elev.= 907.54
- **CP#1** ** Cut on Back of Curb
N-362968.85 E-2175524.11
Elev.= 926.25
- **CP#2** ** Cut on Back of Curb
N-363073.56 E-2175513.19
Elev.= 931.12

ENTRANCE IMPROVEMENT PLANS

HENRY LEAVENWORTH ELEMENTARY SCHOOL

CITY OF LEAVENWORTH

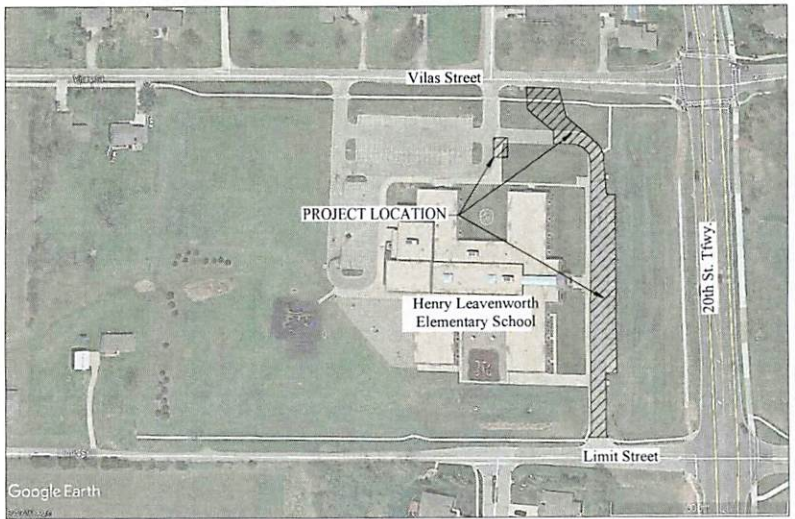
LEAVENWORTH COUNTY, KANSAS

INDEX OF SHEETS

C1.	TITLE SHEET
C2.	EXISTING / DEMO PLAN
C3.	ENTRANCE SITE PLAN
C4.	ENTRANCE GRADING PLAN
C5.	EXISTING PARKING PLAN
C6.	STANDARD DETAILS

GENERAL NOTES:

1. Development plans and drainage reports are approved initially for one (1) year, after which they automatically become void and must be updated and re-approved by the City Engineer before any construction will be permitted.
2. The City of Leavenworth plan review is only for general conformance with City of Leavenworth Design Criteria and the City Code. The City is not responsible for the accuracy and adequacy of the design, or dimensions and elevations which shall be confirmed and certified at the job site. The City of Leavenworth through approval of this document assumes no responsibility other than as stated above for the completeness and/or accuracy of this document.
3. The Contractor shall have one (1) signed copy of the plans (approved by the City of Leavenworth) and one (1) copy of the appropriate Design and Construction Standards and Specifications at the job site at all times.
4. Construction of the improvements shown or implied by this set of drawings shall not be initiated or any part thereof undertaken until the City Engineer is notified of such intent, and all required and properly-executed bonds and contract agreements are received and approved by the City Engineer.
5. The City of Leavenworth Technical Specifications, latest edition, shall govern construction of this project.
6. All existing utilities indicated on the drawings are according to the best information available to the Engineer; however, all utilities actually existing may not be shown. Utilities damaged through negligence of the Contractor to obtain the location of same shall be repaired or replaced by the Contractor at his expense.
7. All backfill shall be tamped. Backfill within the right-of-way shall be to 95% compaction at optimum moisture.
8. All excavation beneath streets (in drainage pipe less than 4'-0" in diameter) shall be backfilled with PB-2 rock to 4" back of curb.
9. A minimum of one (1) Standard Proctor test and a maximum of two (2) Standard Proctor tests shall be performed by a qualified testing laboratory for every 1,000 feet of street construction. Soil samples for such tests shall be collected by laboratory technicians. All testing laboratory expenses shall be paid by the Contractor.
10. All water required for the construction of the project shall be purchased from the Leavenworth Water Department through the use of a fire hydrant water meter. Meters can be obtained from the Leavenworth Water Department for a nominal deposit, refundable upon the return of the meter.
11. Relocation of any water line, sewer line, or service line (where required for construction of this project) shall be the responsibility of the Contractor and shall be at his expense.
12. The entire project area shall be left in a serviceable condition.
13. All darning and grubbing shall be subsidiary to the project and shall be disposed of according to City Regulations.
14. All excavations shall include undercut.
15. Storm sewer lengths are measured from the centerline of structure to centerline of structure.
16. If precast concrete storm sewers are to be used on this project, Contractor shall submit shop drawings and have them approved by the City Engineer prior to fabrication of the structures. Failure to do so shall be cause for rejection.
17. Where a new street is to connect to an existing street, all deteriorated or cracked asphalt within five (5) feet of the connection point shall be removed to a depth where sound material is found. If full-depth pavement removal is required, the subgrade shall be recompacted to 95% standard density.
18. All excavations which extend to within 4" or less of the back-of-curb shall be backfilled with PB-2.
19. All areas that are disturbed by construction operations either by grading, packing or equipment, temporary roads, or any other operation that has destroyed the existing grasses or the original site, will be Hydro-Seeded according to the construction standards and specifications for public improvements as soon as erosion controls are removed.
20. Erosion control measures will be required to be installed prior to any grading or construction activities.
21. All projects which disturb an accumulative area of more than one acre will be temporarily seeded and mulched immediately after street construction (grading) is complete.
22. The Contractor shall provide at least one (1) chemically-resistant, portable toilet unit, "Sanifac" as manufactured by the Sanifac Corporation or manufactured by the Sanifac Corporation, or approved equal, for every 20 workmen on the job site. (In no case shall less than one (1) be provided). The unit(s) shall remain on the site during all active phases of construction of the sanitary sewers. The Contractor shall enforce the use of the facilities by all personnel at the site. The unit shall be obscured from the public view to the greatest extent possible.



VICINITY MAP
NOT TO SCALE



By use of these plans the Contractor agrees that he shall be solely responsible for the safety of the construction workers and of the public.

KANSAS ONE-CALL
1-800-DIG-SAFE
1-800-344-7233



Protect yourselves and your property against underground utility damage and liability. Find out where the underground utility lines might be buried before you dig. Anyone digging in Kansas must call before digging. The person who is doing the work is responsible for calling KOC. If the owner contracts with a professional excavator to do the excavation then the professional excavator is responsible for calling KOC. You (the digger) will need to provide information about the work site when you call. This is a FREE service. **CALL BEFORE YOU DIG IT'S THE LAW.** [Chapter 66--PUBLIC UTILITIES Article 18--UTILITY DAMAGE PREVENTION]

UTILITY OWNERS

- EVERETT ELECTRIC**
2720 2ND AVE. N.W.
LEAVENWORTH, KS 66048
ATTN: JON HAIN
913.784.2714
- WESTAR TRANSMISSION LINE DEPT.**
ATCHISON, KS
ATTN: KENNY WILSON
913.784.2714
- KANSAS GAS SERVICE**
HIGHLAND AVENUE
LEAVENWORTH, KS 66048
ATTN: SCOTT EVANS
800.794.6181
- LEAVENWORTH WATER DEPARTMENT**
803 CHERLIFE
LEAVENWORTH, KS 66048
ATTN: KAYLA MANNING
913.682.1577
- AT&T**
940 NALL AVE - 1ST FLOOR
OVERLAND PARK, KS 66207
ATTN: RANDAL DANKIN
913.383.6948
- SANITARY SEWER - CITY OF LEAVENWORTH**
100 S. 9TH STREET
LEAVENWORTH, KS 66048
ATTN: TIM STARBUCK
913.882.1886
- STORM SEWER & TRAFFIC SIGNALS - CITY OF LEAVENWORTH**
SERVICE CENTER
790 THORNTON STREET
LEAVENWORTH, KS 66048
ATTN: DEBBIE REPLESON
913.682.0650
- TIME WARNER CABLE**
822 W. 10TH STREET
OVERLAND PARK, KS 66213
ATTN: WALTER FERKUSON
816.231.8881
- SOUTHERN STAR CENTRAL GAS PIPELINE**
3803 20TH STREET
TORJANWOOD, KS 66086
ATTN: JARY HENS, DIST. MGR.
816.245.4779 ext.

GENERAL NOTE:
All construction methods and materials used in the construction of the improvements covered by these plans shall be in accordance with the CITY OF LEAVENWORTH TECHNICAL PROVISIONS AND STANDARD DRAWINGS and the MINIMUM DESIGN STANDARDS FOR SANITARY SEWERS.

Title Sheet

2020-60
Henry Leavenworth
Elementary School
Entrance Improvement Plans

PREPARED FOR:
LEAVENWORTH SCHOOLS USD 652
C/O MATT BERKE
401 S. THIRD STREET
LEAVENWORTH, KS 66048
Phone: 913.882.1860

NAPIER
ENGINEERING, LLC

207 S. 5th Street
Leavenworth, KS 66048
913.375.0482
brt@napiereng.com

Date of Preparation

June 2, 2021

Revised Date:

-
-
-
-

1st
Submittal



Brian Faust

From: Matt Dedeke <matt.dedeke@lvpioneers.org>
Sent: Tuesday, June 15, 2021 2:39 PM
To: Brian Faust
Cc: Mike Roth; Paul Kramer
Subject: Leavenworth Schools-Henry bus lane

Our board approved the project for Henry bus lane at the front of the school entering from Vilas as we have discussed. This project was bid with two parts, the main entrance and an option for coating and striping the existing drive. We accepted both base and the option for a total of \$59,337. The base price for the entrance only was \$53,337. If the city is still looking at the shared expense for this entrance, you can base it off of this \$53,337 with half equal to \$26,668.50

Lowest responsible bid was Baker Construction

Respectfully,

Matt Dedeke
Director of Facilities
USD 453
913-684-1560 office
Facilities Department



CONFIDENTIALITY NOTICE: This message is from the Leavenworth School District. The message and any attachments may be confidential or privileged and are intended only for the individual or entity identified above as the addressee. If you are not the addressee, or if this message has been addressed to you in error, you are not authorized to read, copy or distribute this message or any attachments. We ask that you please delete this message and any attachments and notify the sender by return email or by phone at [\(913\) 684-1400](tel:9136841400).

***** THIS EMAIL CAME FROM AN EXTERNAL SOURCE. PLEASE BE CAUTIOUS WHEN CLICKING ON LINKS OR ATTACHMENTS.**

Policy Report
600 Cherokee Renovation Plan Review
June 22, 2021

Prepared By:



Taylour Tedder
Assistant City Manager

BACKGROUND:

The City of Leavenworth invited interested parties to submit proposals last month for the acquisition, preservation, and redevelopment of the property generally known as the former “Club Venom Building”, located at 600 Cherokee Street (presently vacant) consisting of 0.15 acres after purchasing the property earlier this year. It was built in 1890 and historically served as restaurant, bar, and retail/commercial space. Overall, the building(s) currently feature 12,162 of total square feet.

Mr. Darin Mann, who has had extensive experience in successful rehabilitation and renovation of numerous properties in the downtown, presented his plan at the June 15th City Commission Study Session for the property.

The City Manager will review the project and discuss next steps. Any development agreement developed by staff will include safeguards to protect the City’s interests in the property including but not limited to project milestones (if milestones are not met the property could revert back to City ownership), liquidated damages (if milestones or the project as a whole is not completed within a specified timeframe), and architectural or design requirements as components to the project.

RECOMMENDED MOTION:

Move to authorize staff to develop and negotiate a development agreement with Mr. Mann for acquisition, preservation, and redevelopment of 600 Cherokee.

ATTACHMENTS:

Letter of Transmittal
Proposal
Building Costs

Darin & Amy Mann: Carriage Work Lofts

101 S. Broadway Street
Leavenworth, Kansas 66048
(913) 775-0221
Dsalon101@gmail.com

19th May, 2021

Letter of Transmittal

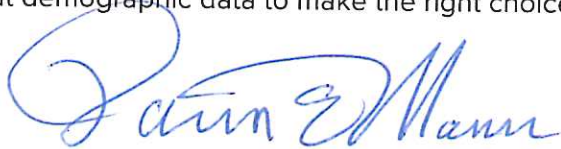
Dear City Manager and Commissioners,

Darin and Amy Mann would like to purchase 600 Cherokee St. to redevelop the building into 2 loft apartments, one potential restaurant and other retail space. We understand the scale of this project. We are equipped to have the vision and understanding to execute to completion. We believe that business creates business. We see the potential of Cherokee street with existing restaurants to become an entertainment district with similar hours to create a lively evening experience downtown. With more housing options coming into downtown there is more of a need for evening focused businesses.

The last 24 years we have restored many buildings, and we find bringing dilapidated buildings back to their glory is especially rewarding. We have gained a lot of specialized skills in dealing with downtown buildings specifically along the way. We have working knowledge of business and community needs, and success in placing good viable businesses that are fitting not only for the building, but to our community. Our downtown loft rentals have also been successful and have stayed filled and maintained with no lapse in occupancy.

Leavenworth is our home and our community where we live, work and have planned our future. This has given us unique insight into the needs of Downtown Leavenworth. We believe this sets us apart from those who can only look at demographic data to make the right choices.

Sincerely,



Darin & Amy Mann: Carriage Work Lofts

101 S. Broadway Street
Leavenworth, Kansas 66048
(913) 775-0221
Dsalon101@gmail.com

19th May, 2021

Proposal

Dear City Manager and Commissioners,

Darin and Amy understand the complexity of revitalizing a building. Their greatest projects have been with buildings in a much worse state than 600 Cherokee. After looking at this space, they see a clear vision of what needs to be in this building.

Darin's first project was in 1997 when he bought 101 S. Broadway St. Since then, Darin and Amy created Carriage Work Lofts, which include 8 commercial buildings in the downtown area, 6 of which hold established business, and 2 of which were acquired this month.

Most notably and similar to 600 Cherokee, Darin and Amy bought 726/728 Shawnee St. 726/728 Shawnee was on the demo list with severe fire damage, missing 1,700 sq/ft of its second story. It sat empty and exposed to elements for 10 years before they invested \$400,000 and countless hours to bring it back to life, which improved the entire block. It now houses 4 loft apartments and two commercial storefronts. Darin and Amy brought in a dentist from Independence, MO, who has been running his business out of the building for the last 9 years. The second storefront has housed a variety of local retailers.

Darin and Amy also got the opportunity to purchase 727 Shawnee St. which they saw as a way to further improve the Shawnee block in Western downtown Leavenworth. They saw a great need for a laundromat in the area, which has proved to be pivotal to the growing rental community in Leavenworth. After 5 years of being used solely for storage, 727 Shawnee St. is now a thriving business.

The vision for 600 Cherokee St. would be 2 storefronts and 2 loft apartments. Recognizing the surrounding restaurants, Darin and Amy feel they could tie the Cherokee block together as an entertainment district with extended hours when compared to the rest of downtown. They already have a potential local craft microbrewery interested in the space. It should be an easy sell for an established restaurant to come into the space. Because of its location on a corner, it could act as an anchor for the rest of the block.

Immediately - Upon closing, the roof and any structural issues that may arise will be addressed immediately. After that, architects and structural engineers will be brought in. Darin and Amy will make sure the building is stabilized before continuing.

Fall 2021 - Interior demolition will begin, focusing on the upstairs lofts. Plans include using grants from the Historical Society, the NRA, and the Heritage Trust Fund to maintain the integrity of the building's history. Darin and Amy would also aim to bring the facade back to historical and aesthetically pleasing design. Marketing to potential businesses will begin. After the plans are made, the next year and a half would be used to complete the project.

Darin and Amy are continually purchasing, renovating and leasing properties which brings in a great tax base for Leavenworth. Darin has \$1,000,000 in real estate equity, an excellent track record with the banks he deals with, and an excellent credit score. He has leverage in previous projects that are paid off, as well as investors.

List of established businesses that Darin and Amy own and operate downtown

- **Tom & Ann's Haircolorists (101 S. Broadway St.)** - Established 1959, building purchased 1997, business purchased late 1997
- **Carriage Work Laundry (727 Shawnee St.)** - Buildout from April 2017 to October 2017, Established October 2017
- **Carriage Work Lofts (726/728 Shawnee St.)** - Building purchased late 2010, 2 storefront and 4 loft apartment renovation completed 2013, no vacancies since 2013
- **West 7th Street Day Spa (530 W 7th St.)** - Building purchased June 2019, continued operations since
- **Union Park Lofts (700 Spruce St.)** - Building purchased June 2015, started renting September 2015, 1 storefront, 8 apartments

Other businesses Darin and Amy have brought in to Leavenworth, directly or indirectly

- **Carriage Work Dental**
- **Modern Muse**
- **Mann's Heating and Cooling**
- **Mann's Collision**

- **Professional Nail Care**

Homes Darin and Amy have renovated and own

- **901 3rd Avenue**
- **509 Spruce St.**
- **519 Marshall St.**
- **826 Shawnee St.**
- **1210 S. 16th St.**
- **1304 S. 16th St.**
- **1308 S. 16th St.**

Darin and Amy are unique in the fact that they live and work in downtown Leavenworth, they are more in tune with the needs of the community. Their future interests align with the health of the downtown area. They are committed to small businesses, and their love for Leavenworth's unique historic buildings makes them the best fit.

Darin & Amy Mann: Carriage Work Lofts

101 S. Broadway Street
Leavenworth, Kansas 66048
(913) 775-0221
Dsalon101@gmail.com

Rough Estimate List of Initial Building Costs

- Structural engineer \$5,000.00
- Architect \$5000.00
- Roof 70000.00
- Parapet/Tuckpointing \$15,000.00
- Facade/Windows \$35,000.00
- Remove Iron Curtain \$15,000.00
- HVAC for 3 Apartments \$40,000.00
- HVAC for 2 Storefronts \$30,000.00
- Plumbing for 3 Apartments \$45,000.00
- Plumbing for 2 Storefronts including ADA Bathrooms \$30,000.00
- Electrical Service upgrades for 5 services \$23,000.00
- Electrical rough-in for 3 Apartments and 2 storefronts \$80,000.00
- Rough-in Framing for 3 Apartments and 2 Storefronts \$60,000.00
- Sheetrock for 3 Apartments and 2 Storefronts \$58,000.00
- Flooring throughout \$72,000.00

We think this project will be in excess of \$500,000.00

We use local contractors 90 percent of the time on our projects and will continue to do so.

We plan on trying to offset a lot of the costs through programs such as the Kansas Heritage Trust Fund Grant, City Facade and Grant Grow Leavenworth County, as well as, NRA Leavenworth Main Street IWW 20000.00 no interest loan. We are working closely with Wendy Scheidt at Leavenworth Main Street and will look into hiring consultants to explore other opportunities.

In light of the rising cost of Building Materials, we would like to offer the City \$1 for 600 Cherokee in order to invest all monies into the project to ensure the best build out and restoration.

POLICY REPORT PWD NO. 21-24

CONSIDER CONTRACT WITH ALFRED BENESCH & COMPANY
FOR THE 2021 BIENNIAL BRIDGE INSPECTION SERVICES

City Project 2021-953

June 22, 2021

Prepared by:

Reviewed by:



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


for Paul Kramer,
City Manager

ISSUE:

Consider the contract received and possible award of the 2021 Biennial Bridge Inspection Services to Alfred Benesch & Company.

BACKGROUND:

The Federal Highway Administration (FHWA) has issued National Bridge Inspection Standards (NBIS) that states and localities must comply with. Cities that own bridges not on the state system are responsible for inspections of those structures and the inspections must be completed at least every two (2) years. KDOT's Bureau of Local Projects is responsible for documenting that bridge owners comply with the NBIS through a biennial inspection program. There are 39 bridges located within the City limits that are to be inspected with this project. Of the 39 bridges, 26 are on the National Bridge Inventory with the remaining structures functioning as bridges, but not meeting the criteria (including pedestrian bridges).

In April of 2021, Staff sent out a Request for Qualifications (RFQ) to engineering firms interested in the project. RFQs were received from two (2) firms. Based on staff's evaluation of the proposals, Alfred Benesch was the firm selected.

POLICY:

The City generally uses the Qualifications Base Selections (QBS) process to select engineers for professional services. Alfred Benesch & Company has highly qualified inspection teams and they have completed numerous bridge inspections for other communities in Kansas and across the country.

RECOMMENDATION:

Staff recommends the City Commission approve the contract submitted by Alfred Benesch & Company for the 2021 Biennial Bridge Inspection services in an amount not to exceed \$37,680.

ATTACHMENTS:

Contract
Map of bridge locations

**CITY OF LEAVENWORTH
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Leavenworth, Kansas (Owner) and Alfred Benesch & Company (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on 2021 Biennial Bridge Inspection and Bridge Asset Management Plan. These services include providing inspection and asset management consulting services for Leavenworth's Bridges. (the Project); and,

WHEREAS, the Owner requires certain consulting engineering services in connection with the Project (the Services);

and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer. agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas and the codes of the City of Leavenworth.

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Leavenworth Design Criteria and Drafting Standards of latest revision.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

ARTICLE 8 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including reasonable attorneys’ fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials to the extent caused by Engineer's negligent performance of Services under this Agreement. Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description to the extent such suits or actions are caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

- b. Injury or damages received or sustained by any party to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner within ten (10) days of renewal or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services. Notwithstanding anything contained herein to the contrary, in recognition of the relative risks and benefits of the Project to both Owner and Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Engineer to the Owner (and anyone that claims through it) for any and all claims, losses, costs, damages of any nature whatsoever (whether arising in negligence, professional errors or omissions, strict liability, breach of contract or otherwise) and claim expenses from any cause or causes, so that the total aggregate liability of Engineer shall not exceed the limits of insurance. Owner and Engineer agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any

reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner upon receipt of payment by Engineer of amounts due and owing under this Agreement, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure reasonably acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation. Neither Engineer, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Agreement.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such

circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Bradley D. Johnson, PE
Alfred Benesch & Company
123 SE 6th Avenue, Suite 200
Topeka, KS 66603
(785) 408-9413

Owner: Brian Faust, PE, Director of Public Works
City of Leavenworth
100 N. 5th Street
Leavenworth, KS 66048
(913) 684-0375

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF LEAVENWORTH
Owner

By: Paul Kramer

City Manager
Title

Date:

Attest: Carla Williamson, City Clerk

Alfred Benesch & Company
Engineer


By: Bradley J. Waller, PE

Vice President
Title

6/11/21

Date:

Attest: 
Steven J. Williamson

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2021-953, 2021 Biennial Bridge Inspection and Bridge Asset Management Plan

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

The Federal Highway Administration (FHWA) has issued National Bridge Inspection Standards (NBIS) with which states and localities must comply. Cities that own bridges not on the state system are responsible for inspections of those structures. The inspections must be completed at least every two years. KDOT's Bureau of Local Projects is responsible for documenting that bridge owners comply with the NBIS through a biennial inspection program. There are 39 bridges located within the City limits that are to be inspected with this project.

The City has also expressed an interest in leveraging this bridge data for the development of an asset management system that includes asset management planning for bridges. The scope of this project includes some basic setup and electronic data collection techniques for the future development of an asset management plan for bridges in addition to field inspections.

Task 1: Project Management

- Kickoff Meeting (1)
- Compile and Review Available Bridge Data
- Project Management and Administration

Task 2: Bridge Inspection

Bridge Inspections will be performed by a KDOT Qualified Bridge Inspection Team Leader with the data for the NBI bridges (26 bridges) entered into the KDOT BLP Bridge Web Portal. The standard KDOT BLP Bridge Inspection Form (at a minimum) will be used to develop and record the field inspections data. Critical Findings shall be recorded on a Critical Inspection form. Photographs will be taken for each bridge inspected to properly document significant deficiencies, changed conditions or repairs needed. Inspections that result in a Critical Findings Report shall be reported to the City of Leavenworth and KDOT immediately. A final report summarizing the bridge inspection findings along with suggested maintenance recommendations (prioritized with estimated costs) shall be provided. A detailed list of Tasks is noted below:

- Compile Relevant NBI Data from KDOT Webportal
- Create Master (Base) Database for Historic/Current NBI Data (Excel)
- Create & Modify Tailored Cover Sheet and Template Layouts for Leavenworth
- Generate EBIFs for relevant Structures (39)

- Establish and Submit Inspection and Safety Plan
- Perform Routine Inspections of Structures (39)
- Input/Upload Inspection Data into KDOT's Webportal
- Prepare Individual Bridge Repair/Maintenance Cost Estimates
- Prepare Priority Maintenance, Repair and Replacement Lists
- Prepare Summary Tables of Inspection Data
- Prepare Individual Bridge Reports (39)
- Prepare Summary Report
- Quality Control/Assurance Reviews for Task 2 Deliverable
- Address City Comments (one time) from Review of Summary Report

Assumptions:

1. Benesch will initiate the scope items shown in the documents once a written NTP (Notice-to-Proceed) is received. We anticipate scope items to be completed by December 31, 2021 (assuming NTP received by July 15, 2021), but the exact date will be subject to Project Meetings and reviews being completed by City staff.
2. Field work is limited to one (1) field visit to each of the 39 Bridge Structures. Field visits will be used to perform NBI inspections in accordance with KDOT. Benesch will not prepare or submit new bridge inspections. Necessary quantities, measurements, and photographs will be collected.
3. Benesch scope of services for future tasks is based on receiving electronic versions of previous/historical inspection data from KDOT regarding City's bridge inspections. This electronic data will facilitate the creation of historical trends and network forecasting.
4. Benesch field inspection visits (39 total - 1 per bridge site) will be performed by a Two-Man Team. No rental equipment will be utilized. If bridges are inaccessible during field visit, then information will be collected from Google Earth (or equivalent). Direct costs assumed to be 5 days @ 40 miles/day plus 5 miles between bridges @ \$0.56/mile. Also, lunch per diem at \$12/day for 5 days for 2 people. Inspection crews traveling from KCK.
5. Utility, Right-of-Way, or property valuation information used in the deliverables for this scope will be provided by the City to Benesch. If information is not provided (or unavailable), then program assumptions will be documented in the Summary Report.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include but are not limited to the following.

- A. Asset Management Plan including the following:
 - Service Components & Priority Listings
 - Deterioration Modeling & Forecasting
 - CIP Plan & Summary
 - GIS Platform Integration
- B. Development of Applications and Service levels
- C. Integration of Data with ArcGIS platform
- D. Network Forecasting Scenario Comparisons
- E. Capital Finance Strategies
- F. Cross Asset Category Comparisons
- G. Tailored Work Action Benefits

- H. Unique Bridge Element Deterioration Curves
- I. Risk Management Integration
- J. Gap Analysis Functionality
- K. Support services for CityWorks or similar software. Benesch will provide GIS Layer and editable inspection data tables only.
- L. Engineering design, surveying, geotechnical, or utility engineering/coordination.
- M. The following items are not anticipated to be needed to execute this scope.
 - 1. Railroad or other Access Permits
 - 2. Equipment for Routine Inspections (such as manlifts, boats, ladders, etc.)
 - 3. NDT, Underwater, or F/C Inspections.
 - 4. Traffic Control devices or upfront traffic control plans.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2021-953, 2021 Biennial Bridge Inspection and Bridge Asset Management Plan

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. For the Basic Services described in Attachment A, a time and materials basis in the amount of \$37,680.00. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

Project Management	\$ 5,378
Bridge Inspection and Report	\$31,961
Direct Costs	\$ 341
Total	\$37,680

- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, meal per diems, reproduction and similar project related expenses.

- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.

- E. It is understood and agreed:

1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2021-953, 2021 Biennial Bridge Inspection and Bridge Asset Management Plan

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract, upon which Engineer may reasonably rely.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Leavenworth employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the design services.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2021-953, 2021 Biennial Bridge Inspection and Bridge Asset Management Plan

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

The City of Leavenworth reserves the right to extend the use of this contract for the services prescribed in the scope of work beyond the 2021 Bridge Inspection cycle if mutually beneficial to both parties for up to an additional three (3) bi-annual cycles (2023, 2025, and 2027). The City of Leavenworth will assess the performance of the Consultant at the conclusion of each cycle to determine if an extension of services is beneficial to the City. If the City elects to engage Consultant for future bridge inspection services, a supplemental manhour and fee agreement will be negotiated for the extension of services at said time.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2021-953, 2021 Biennial Bridge Inspection and Bridge Asset Management Plan

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project, and has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

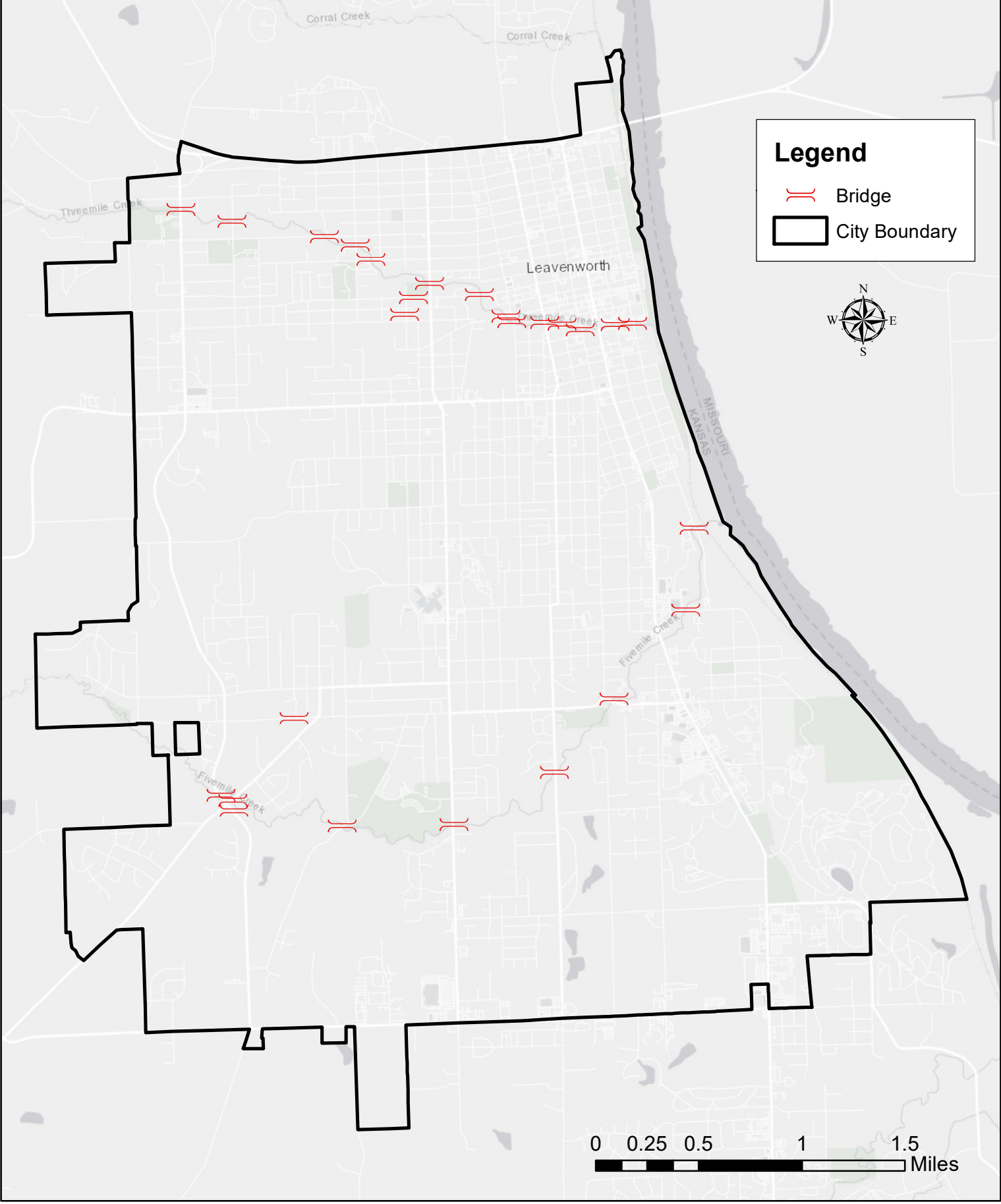
1. Schedule: Engineer will make plan submittals to Owner based on the following schedule assuming a Notice to Proceed is provided by July 15, 2021:
 - a. Bridge Inspections – August, 2021
 - b. Data Upload to KDOT BLP Bridge Web Portal – 11/1/21
 - c. Bridge Inspection Draft Report – 12/1/21
 - d. Bridge Inspection Final Report – 2 weeks after receipt of all City Comments



2021 Employment Classification and Rate Schedule

<u>Classification</u>	<u>Billable Rate</u>
Project Manager I	\$146.00
Project Manager II	\$171.00
Senior Project Manager	\$195.00
Project Principal	\$235.00
Project Engineer I	\$120.00
Project Engineer II	\$135.00
Senior Project Engineer	\$160.00
Resident Project Manager I	\$141.00
Resident Project Manager II	\$146.00
Senior Resident Project Manager	\$165.00
Construction Representative I	\$84.00
Construction Representative II	\$98.00
Construction Representative III	\$122.00
Construction Technical Representative I	\$80.00
Construction Technical Representative II	\$91.00
Construction Technical Representative III	\$113.00
Designer I	\$99.00
Designer II	\$118.00
Senior Designer	\$143.00
Technologist I	\$66.00
Technologist II	\$94.00
Senior Technologist	\$121.00
Technical Specialist I	\$101.00
Technical Specialist II	\$113.00
Senior Technical Specialist	\$122.00
Project Scientist I	\$99.00
Project Scientist II	\$122.00
Project Scientist III	\$132.00
Senior Project Scientist	\$148.00
Office Assistant	\$60.00
Project Assistant II	\$72.00
Intern	\$60.00

Leavenworth Bridges



Legend

- Bridge
- City Boundary

