



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

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PROCLAMATIONS AND AWARDS

1. Proclamations: (pg. 3)
 - a. National American Indian Heritage Month
 - b. Small Business Saturday
2. Employee Service Awards (pg. 5)

OLD BUSINESS

Consideration of Previous Meeting Minutes:

3. Minutes from October 26, 2021 Regular Meeting **Action:** Motion (pg. 8)

Second Consideration Ordinances:

4. Second Consideration Ordinance 8178 Rezoning 520 N 7th from Office Business District to Neighborhood Business District **Action:** Roll Call Vote (pg. 11)
5. Second Consideration Ordinance 8179 Amending Sec. 2-52 Changing City Commission Meeting Time **Action:** Roll Call Vote (pg. 14)

NEW BUSINESS:

Public Comment: *(i.e. Items not listed on the agenda or receipt of petitions)-Public comment is limited to 2-3 minutes and no action will be taken by the Commission on public comment items - Please state your name and address. A signup sheet will be provided in the commission chambers for anyone wishing to speak. Fill out the sheet with requested information when you enter the meeting.*

General Items:

6. Review Properties Given Time at the September 14, 2021 Meeting to Repair or Remove Structures **Action:** Motion (pg. 17)
7. Mayor's Appointment to Grow Leavenworth County Development Corporation **Action:** Motion (pg. 69)
8. Consider Waiver to Allow Hunting of Private Property Less than 3 Acres under the Urban Deer Management Program **Action:** Motion (pg. 70)

Resolutions:

9. Resolution B-2299 to Authorize Serving of Complimentary Alcoholic Liquor at Main Street Event "Alive After Five" in 2022 **Action:** Motion (pg. 77)
10. Resolution B-2300 Declaring the Necessity to Appropriate Private Property Connected with the K-7 and Eisenhower Intersection Improvement Project **Action:** Motion (pg. 79)

Bids, Contracts and Agreements:

11. Consider 3-Party Agreement with KDOT and BHC for 4th Street Project Between Choctaw and Seneca **Action:** Motion (pg. 84)
12. Consider Bids for Lakeview Court Sanitary Sewer Repair Project **Action:** Motion (pg. 126)
13. Consider Design Services Contract with Alfred Benesch & Company for the 2022 Pavement Management Plan **Action:** Motion (pg. 131)

First Consideration Ordinance:

14. First Consideration Ordinance to Allow Additional Businesses to Sell City Dog Tags **Action:** Consensus (pg. 152)

Consent Agenda:

Claims for October 23, 2021, through November 5, 2021, in the amount of \$1,402,238.84; Net amount for Payroll #22 effective November 5, 2021 in the amount of \$342,434.58 (No Police & Fire Pension).

Action: Motion

Other:

Executive Session:

15. Executive Session-Personnel Matters of Non-Elected Personnel

Action: Motion (pg. 155)

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

WHEREAS, *the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and*

WHEREAS, *the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and*

WHEREAS, *their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and*

WHEREAS, *Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and*

WHEREAS, *in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned.*

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

National American Indian Heritage Month

I urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

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

Nancy D. Bauder, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *advocacy groups, public and private organizations across the country have endorsed the Small Business Saturday as a shop local campaign held on the Saturday following Thanksgiving to encourage reinvestment in small business across the country; and*
- WHEREAS,** *small businesses employ over 55 percent of America's workers either owning or working for a small business; and*
- WHEREAS,** *87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and*
- WHEREAS,** *according to research firm Civic Economics, for every \$100 spent at a local store, \$68 stays within the community while on-line shopping generates little or no benefit for the local economy; and*
- WHEREAS,** *American Express is a leader in promoting Small Business Saturday throughout the country as well as the National Main Street Center and Kansas Main Street; and*
- WHEREAS,** *annually, Leavenworth Main Street hosts Shop Small Saturday on Small Business Saturday within the downtown with many businesses consistently participating. On average, \$95,000 is spent in the businesses and overall merchants collectively average \$200,000 in sales; and*
- WHEREAS,** *the City of Leavenworth wishes to recognize the contributions that small businesses make to our community and local economy.*

NOW, THEREFORE, *I, Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby proclaim November 28, 2021 as:*

Small Business Saturday

in the City of Leavenworth, and hereby urge all citizens to shop at and support our local businesses.

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

Nancy D. Bauder, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk


**POLICY REPORT 21-05
Employee Service Awards
November 9, 2021**

Prepared by:

Reviewed by:



Lona M. Lanter
HR Director



Paul Kramer
City Manager

Issue:

In 2021, eleven (11) employees reached a milestone in their career with the City of Leavenworth. These employees are being recognized for their faithful, dedicated, loyal and continuous service to the City. In turn, they are being recognized/announced on the local level at a City Commission meeting and will be presented their service awards and certificates by their Department Director or Supervisor.

In addition to recognizing the 10 and 25 year awards, we are also recognizing those employees who have continued loyal service to the City and/or local government. A list of those obtaining 15, 20, 30 and 35 years of service will be at the end of this policy report.

Background:

In 1926, the League of Kansas Municipalities began the practice of recognizing city employees for faithful, continuous service. Loyal and dedicated officials and employees form the foundation of every city with strong, progressive government. The pride and devotion shown by these men and women in their jobs is an important factor in making Kansas communities a better place to live. The following City of Leavenworth employees are being honored at this time:

10 Year Awards

**Charity Frey, Executive Administrative Assistant
Christopher Hendrickson, Fire Driver/Operator
Shawn Holland, Fire Driver/Operator
Richard Markovich, Fire Captain
Brandon Masur, Fire Captain
Shane Milburn, Streets Equipment Operator II**

25 Years of Service

**Deborah Gillespie, Senior Court Clerk
Daniel Nicodemus, Deputy Police Chief
Michael Shore, Deputy Fire Chief
Eric Sundblom, Fire Captain
Christopher Wolters, Fire Battalion Chief**

Ten Year Awards

Charity Frey – Charity was hired on August 4, 2011, as an Administrative Clerk. She was promoted to Executive Administrative Assistant on November 29, 2018, the position she holds today.

Christopher Hendrickson – Chris was hired on September 15, 2011, as Firefighter and was promoted on October 15, 2020, to Driver/Operator, the position he holds today.

Shawn Holland – Shawn was hired on September 15, 2011, as Firefighter and was promoted on January 11, 2018, to Driver/Operator, the position he holds today.

Mike Markovich – Mike was hired on July 7, 2011, as a Firefighter and was promoted on June 16, 2016, to Driver/Operator. He was promoted to Fire Captain on March 19, 2020, the position he holds today.

Brandon Masur – Brandon was hired on July 7, 2011, as a Firefighter and was promoted on August 10, 2017, to Driver/Operator. He was promoted to Fire Captain on March 19, 2020, the position he holds today.

Shane Milburn – Shane was hired on December 8, 2011, as a PT Custodian. He transferred to Full-Time as WPC Operator I on May 10, 2012, and then transferred to Storm Water Laborer on June 6, 2013. Shane was promoted to Streets Equipment Operator I on November 7, 2013, and was promoted to Streets Equipment Operator II on April 6, 2017, the position he holds today.

Twenty-Five Year Awards

Debbi Gillespie – Debbi was hired on April 5, 1996, as a Court Clerk. She was promoted to Senior Court Clerk on July 5, 2012, the position she holds today.

Dan Nicodemus – Dan was hired on May 3, 1996, as a Police Officer. He was promoted to Police Sergeant on May 14, 2002, and to Police Lieutenant on December 14, 2006. Dan was promoted to Deputy Police Chief on September 1, 2011, the position he holds today.

Mike Shore – Mike was hired on August 23, 1996, as a Firefighter. He was promoted to Driver/Operator on May 8, 2003, and promoted to Fire Captain on March 5, 2009. Mike was promoted to Fire Battalion Chief on March 1, 2012, and then was promoted to Deputy Fire Chief on March 24, 2016, the position he holds today.

Eric Sundblom – Eric was hired on December 16, 1996, as a Police Officer. Eric transferred to the Fire Department as a Firefighter on September 12, 2002. He was promoted to Driver/Operator on March 18, 2010, and promoted to Fire Captain on April 4, 2019, the position he holds today.

Chris Wolters – Chris was hired on August 23, 1996, as a Firefighter. He was promoted to Driver/Operator on August 1, 2002, and promoted to Fire Captain on March 8, 2007. Chris was promoted to Fire Battalion Chief on May 8, 2014, the position he holds today.

We would also like to recognize the following individuals for milestone achievements listed below:

15 Years of Service

Eric Heim, Fire Driver/Operator

Jeffery Porter, Fire Captain

Nicholas Verbenec, Fire Driver/Operator

20 Years of Service

Hal Burdette, Chief Building Inspector

Lee Burleson, Zoning & Code Administrator

Tammy Metzgar, Community Center Manager

Neil Vogel, Police Sergeant III



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

City Commission Regular Meeting
Commission Chambers
Tuesday, October 26, 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: City Manager Paul Kramer, Assistant City Manager Penny Holler, Police Chief Patrick Kitchens, Fire Chief Gary Birch, Deputy Fire Chief Mike Shore, Chief Building Inspector Harold (Hal) Burdette, Planning and Community Development Director Julie Hurley, 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.

PROCLAMATIONS:

National Family Literacy Day – Janelle DeFrees from the Captain Jesse Leavenworth Chapter, National Society of the Daughters of the American Revolution was present to accept the proclamation.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Preisinger moved to accept the minutes from the October 12, 2021 regular meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Second Consideration Ordinance:

Second Consideration of Charter Ordinance 61 Exempting out of K.S.A. 12-4203 Related to Uniform Complaints and Notice to Appear Filed in Municipal Court –Police Chief Patrick Kitchens reviewed the Charter Ordinance. There have been no changes since first introduced at the October 12, 2021 meeting.

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

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

Greg Boldridge – 4456 Sherman Road Atchison KS

- Would like to recognize Colonel Chuck Rambo
- Baseball coach and touched many young lives
- Would like the City to recognize Colonel Rambo as he was a true American hero
- Possibly a recognition plaque in the City
- Colonel Rambo died in September

Mike Gould - 1054 10th Ave

- Discussed code enforcement incident
- Struggling with issues and the department including a code enforcement officer that stuck him and left a bruise
- Department head refuses to return his calls
- Contacted 3 City Commissioners and sent an email to one of the local non-profits
- Commissioner Preisinger got back to him with the same answer
- It is unacceptable that a code enforcement officer would strike a citizen

Randy Larkin – 411 N 20th Street

- GM of Pullman Place
- Commissioners take a lot of heat
- Wanted to say thank you for the great job of taking care of streets and man holes

General Items:

Review Fire Damaged Structure at 1006 Kickapoo Given Extension at the July 27, 2021 Meeting –Chief Building Inspector Harold (Hal) Burdette updated the commission on the progress. At this time progress has been made on exterior repairs but are not complete and little work has been done to the interior at this point. Staff recommended that the Commission allow another 90 days for the completion of the repairs.

Sheaffer Hoefgen (owner) addressed the Commission:

- As of this weekend the roof has been repaired
- Still deciding about the extension
- Is aware of the additional permits required if they do the addition
- Has done a lot of repair
- A lot of repair not related to the fire
- Should be completed with the fire damaged in 90 days

Commissioner Griswold moved to allow an additional 90-days for repairs 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 Fire Station #1 Boiler Replacement –Deputy Fire Chief Mike Shore presented for consideration the bids for Fire Station #1 Boiler Replacement Project. Staff recommends acceptance of the low bid from Rand Construction Co. in the amount of \$54,700.00. Bids were opened on October 18, 2021 and were as follows:

Bidder	Location	Base Bid
Mr. Breeze Heating & Cooling	Leavenworth KS	\$56,357.56
McElroys	Topeka KS	\$63,528.00
Rand Construction Co	Kansas City MO	\$54,700.00
Metro Air	Shawnee KS	Not read
Engineer's Estimate		\$120,000.00

Commissioner Preisinger moved to accept the base bid from Rand Construction Co in the amount of \$54,700.00. Commissioner Griswold seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

First Consideration Ordinances:

First Consideration Ordinance Rezoning 520 N 7th From Office Business District (OBD) to Neighborhood Business District (NBD) – Planning and Community Development Director Julie Hurley presented for first consideration an ordinance to rezone 520 N 7th from OBD to NBD. The Planning Commission held a public hearing on October 4, 2021 and voted 4-0 to recommend approval of the request. Ms. Hurley reviewed the nine (9) factors that were considered by the Planning Commission and that the City Commission shall also consider.

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

First Consideration Ordinance to Amend Sec. 2-52 Changing City Commission Meeting Time – City Manager Paul Kramer presented for first consideration an ordinance to amend Sec. 2-52 of the Code of Ordinances to change the start time of City Commission meetings from 7:00 pm to 6:00 pm. Mr. Kramer reviewed the item at the October 19, 2021 study session.

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

Consent Agenda:

Commissioner Wilson moved to approve claims for October 9, 2021 through October 22, 2021 in the amount of \$1,448,063.91; Net amount for Payroll #21 effective October 22, 2021 in the amount of \$348,352.51 (includes Police & Fire Pension in the amount of \$8,804.19). Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Adjournment:

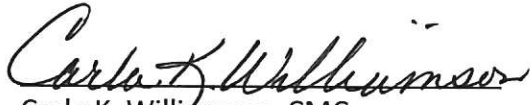
Commissioner Preisinger moved to adjourn the meeting. Commissioner Griswold seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 7:31 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8178
REZONING 520 N 7TH STREET FROM OFFICE BUSINESS DISTRICT (OBD)
TO NEIGHBORHOOD BUSINESS DISTRICT (NBD)**

NOVEMBER 9, 2021



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the October 26, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 520 N 7th STREET FROM OFFICE BUSINESS DISTRICT (OBD) TO NEIGHBORHOOD BUSINESS DISTRICT (NBD).

There have been no changes to the ordinance since first introduced. Ordinance No. 8178 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8178

(Summary Published in the Leavenworth Times on November 12, 2021)

ORDINANCE NO. 8178

AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 520 N 7th STREET FROM OFFICE BUSINESS DISTRICT (OBD) TO NEIGHBORHOOD BUSINESS DISTRICT (NBD).

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

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Code of Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 4th day of October 2021 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas. The official date and time set as was published in the Leavenworth Times newspaper on the 9th day of September 2021 and notice of the public hearing was mailed to all property owners as required by K.S.A. 12-757(b); and

WHEREAS, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request Rezoning of 520 N. 7th Street, Leavenworth Kansas from office business district (OBD) to neighborhood business district (NBD); and

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

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

Section 1: That the following described properties, to-wit, is hereby rezoned from office business district (OBD) to neighborhood business district (NBD):

Lots 17, 18 and 19, Block 80, Leavenworth City Proper, a subdivision in the City of Leavenworth, Leavenworth County, Kansas;

and more commonly referred to as 520 N. 7th Street, Leavenworth, Kansas

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

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

PASSED and APPROVED by the Governing Body on the 9th day of November 2021.

Nancy D. Bauder, Mayor

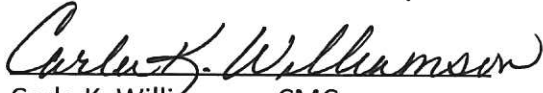
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ATTEST:

Carla K. Williamson, CMC, City Clerk

POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8179
AMENDING SEC. 2-52 CHANGING THE START TIME OF
CITY COMMISSION MEETINGS

NOVEMBER 9, 2021



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the October 26, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS; CHAPTER 2 ADMINISTRATION, ARTICLE II CITY COMMISSION, DIVISION 2 PROCEDURES; SECTION 2-52 MEETINGS. PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.

There have been no changes to the ordinance since first introduced. Ordinance No. 8179 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8179

(Summary Publish in the Leavenworth Times on November 12, 2021)

ORDINANCE NO. 8179

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS; CHAPTER 2 ADMINISTRATION, ARTICLE II CITY COMMISSION, DIVISION 2 PROCEDURES; SECTION 2-52 MEETINGS. PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.

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

Section 1. That the Code of Ordinance of the City of Leavenworth, Kansas, Chapter 2 Administration, Article II City Commission, Division 2 Procedures; Section 2-52 Meetings, is hereby deleted in its entirety and amended to read as follows:

Sec. 2-52. Meetings.

- (a) Regular meetings. The regular meetings of the city commission shall ordinarily be held in the commission chambers of the city hall building on the second and fourth Tuesdays of each month at 6:00 p.m.
- (b) Special meetings. Special meetings will be held only for a special purpose. Special meetings may be called by the mayor or the city manager, specifying the object and purpose of such meeting, which request shall be read at a meeting and entered into the minutes.
- (c) Work sessions and study sessions. No agenda is required for a work or study session and no binding action may be taken during the work or study session.
- (d) Adjournment. Regular or special meetings of the city commission may be adjourned for the completion of its business at such subsequent time and place as the city commission shall determine in its motion to adjourn.
- (e) Cancellation or modification. The city commission may cancel or modify any ordinarily established meetings by motion and approval by a majority of a quorum at any regularly scheduled or special meeting. Notwithstanding the foregoing, the mayor (and, in the absence of the mayor, the mayor pro tem), after consulting with the city manager, shall be authorized to cancel a meeting and make a temporary change in a meeting date when such actions are reasonably necessary due to reasons of health, safety, or welfare, or the known inability to obtain a quorum. Appropriate notice of such cancellation or change in meeting date shall be provided to the public and commission members.
- (f) Public comment. If public comment is allowed during the meeting, the citizen desiring to comment on matters of a general nature, not specific to an agenda item, shall provide his name and address for the purpose of putting both in the minutes of the meeting. Any public comment taken on specific agenda items shall require the citizen to state his name and address for the minutes. The mayor may limit the time of each citizen based upon the number of people wishing to speak and the amount of time available for the public comment portion of the meeting.

Section 2. REPEAL. Chapter 2 Administration, Article II City Commission, Division 2 Procedures; Section 2-52 Meetings, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3. EFFECTIVE DATE. This Ordinance shall take effect January 1, 2022 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 9th day of November 2021.

Nancy D. Bauder, Mayor

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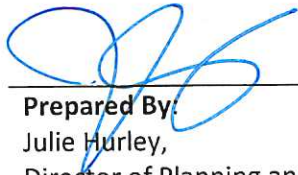
ATTEST:

Carla K. Williamson, CMC, City Clerk

POLICY REPORT

Review Unsafe and Dangerous Structures

November 9, 2021



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



Reviewed By:
Paul Kramer,
City Manager

DISCUSSION

On September 14, 2021, the City Commission adopted Resolution B-2287 regarding demolition of 18 structures. At that time, the Commission voted to grant an extension to November 9, 2021 to the following 8 properties. The current status of each property is as follows:

1. **620 Osage** – Single family house and accessory structure, active water service. Active building permit for repairs after fire issued on 10/7/2020. Owner spoke with staff on 6/18/2021 and stated he was going to repair the property. No progress since last review, fresh lumber delivered to front yard as of 11/2/2021.
2. **869 Sherman** – Single family house and accessory structure, last water service 4/3/2019. Active building permit for renovations issued on 8/2/2021. Previously approved Special Use Permit to allow a two-family dwelling in a single-family district approved in 2019. Significant progress since last review. Recommend removal from demolition list.
3. **918 Pottawatomie** – Single family house, last water service 8/25/2014. Owner indicated his intent to repair the property. Progress enclosing rear addition since last review.
4. **919 Pottawatomie** – Single family house and accessory structure, last water service 10/15/2020. No change, no contact from owner since last review.
5. **706 Garfield** – Single family house, last water service 12/19/2014. Owner signed remediation agreement and has indicated intent to repair and provided written plan for repair and cost estimates. Owner of Swann's Painting has indicated that they are under contract to paint home with completion scheduled for 11/12/21. Recommend removal from demolition list.
6. **767 Charles** – Single family house and accessory structure, last water service 2/18/2018. Owner indicated his intent to self-demo property. Siding has been partially removed from primary structure. Staff has been contacted by another individual indicating that he has reached a verbal agreement to purchase property from the current owner, pending ability to vacate a portion of unused ROW adjacent to property, as a portion of the detached garage is on the ROW.

7. **1921 5th Ave** – Single family house, last water service 3/16/2011. No change, no contact from owner since last review. This property was previously considered for demolition in 2017.
8. **204 N. 17th** – Single family house, last water service 6/9/2015. Building permit for interior renovations issued on 9/2/2021. Owner signed remediation agreement and indicated intent to complete repairs. No change, no contact from owner since last review. Contractor hired by owner contacted staff and indicated his intent to remove himself from the project due to the condition of the property.

RECOMMENDED ACTION

- Motion to remove listed properties from demolition list.
- Motion to grant extension to complete repairs to listed properties.
- Motion to proceed with demolition of listed properties.

620 Osage (9/9/2021)



620 Osage (11/2/2021)



Determination of Unsafe or Dangerous Structure			
Address:	620 Osage Street		
Owner	Description	Taxes	Parcel Number
Edward C Randolph	1 story	Current	0772604109008000
Legal Description: LEAVENWORTH,PLT ORIG, BLOCK 79, Lot 12 - 13			
Date of Inspection	Zoning	Parcel Size	
3/3/20	R1-6	5954 sq ft	
# Code Violations	Last Court Appearance	Code Enforcement Officer	
7	N/A	Kathy Rodgers	

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

- Defects increasing the hazards of fire, accident or other calamities
- Lack of adequate ventilation
- Air pollution
- Light or sanitary facilities
- Dilapidation
- Disrepair
- Structural defects
- Uncleanliness
- Overcrowding
- Inadequate ingress and egress
- Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
- Walls, sidings or exterior of a quality and appearance not commensurate with the character of the properties in the neighborhood
- Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof
- Vermin infestation
- Inadequate drainage
- Any other violation of health, fire, building or zoning regulations

Other:

This structure burned significantly March of 2020.



July 9, 2021

Edward C Randolph
620 Osage Street
Leavenworth, KS 66048

RE: 620 Osage Street (House & Shed)

Edward C Randolph:

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist which are dangerous or injurious to the health, safety or morals of the occupants or other residents of the City of Leavenworth, or which have a blighting influence on properties in the area. One of the activities of the City of Leavenworth Code Enforcement department is to identify such structures and work with owners to bring them into code compliance. If compliance cannot be reached, the city may proceed with demolition procedures.

Your property located at the above-referenced address has been identified as being a dangerous structure and/or having a blighting influence on the surrounding neighborhood. Please contact me at your earliest convenience so that we may review steps which must be undertaken to bring the structure into compliance, as outlined in the attached Remediation Agreement. The deadline for signing and returning the Remediation Agreement, along with scope of work and proof of funds, is Monday, August 9, 2021, and the deadline for having repairs completed is Friday, September 10, 2021.

The City Commission will hold a public hearing at which time you will have the opportunity to discuss your property and your progress on making necessary repairs. At this time, the public hearing is tentatively scheduled for September 14, 2021.

Sincerely,



Kathy L. Rodgers
City of Leavenworth
Zoning & Code Administrator
913-680-2622



PROPERTY REMEDIATION AGREEMENT

Owner: Edward C Randolph
 Site Address: 620 Osage Street
 Leavenworth, KS 66048

The owner(s) of the property located at 620 Osage Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	September 10, 2021	Roof - replace entire roof
2)	September 10, 2021	Siding - replace/repair all damaged exterior walls and sidings. Soffits & eaves - replace/repair all damaged soffits and eaves.
3)	September 10, 2021	Windows & doors - replace/repair all damaged or missing windows & doors.
4)	September 10, 2021	Paint - remove all peeling paint & repaint entire exterior.

I (Print the Owner's Name) _____ agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Notary Area

Signature

Date

100 N. 5th Street • Leavenworth, Kansas 66048
www.lvks.org

Review of Properties by Staff and Public Comments:

Planning and Community Development Director Julie Hurley reviewed the following properties. Property owners within a 200' radius were also notified of the public hearing date and were invited to provide comment.

619 Ottawa – Single family house, last water service 7/15/2020. No change, no contact from owner.

Owner: Tywan Poole 619 Ottawa

- There is running water and utilities
- Would ask that it not be on the demolition list
- Mr. Poole stated he has put windows and doors on the house
- Mr. Poole stated that he is living in the house and has been since the last week of July
- Water service was turned back on September 2021
- Has shingles for the roof just has not done yet

There was discussion among the Commissioners if the property could be removed from the demolition list and be addressed through the code violation process.

There was a consensus by the Commission to remove the property from the demolition list.

620 Osage – Single family house and accessory structure, active water service. Active building permit for repairs after fire issued on 10/7/2020. Owner spoke with staff on 6/18/2021 and stated he was going to repair the property, no contact since.

Owner Edward C Randolph 620 Osage

- Had a contractor who went off with money and no repairs
- Mr. Randolph stated that he was bit by a spider and has trouble working
- Plans to fix the house and he is living there now
- Looking for a new contractor and additional funding
- Stated that he can have some work done in 60 days
- Has windows and doors that are ready to be put in and shingles
- The house was lit on fire and has a problem with the police department who have not arrested the person who lit the fire

Mr. Waters reiterated to the action being taken by the Commission tonight is determining if the property is unsafe or dangerous and an amount of time to have work to be done.

Commissioner Preisinger asked Mr. Randolph that he take into consideration the neighbors and clean up the back yard.

There was a consensus by the Commission to extend to November 9, 2021.

733 Pawnee – Accessory structure only, bank-owned foreclosed property. No change, no contact from owners other than an open records request submitted on 8/31/2021.

Owner not present.

869 Sherman (9/13/21)



869 Sherman (11/2/21)



Determination of Unsafe or Dangerous Structure

Address:	869 Sherman Avenue		
Owner	Description	Taxes	Parcel Number
F & F Properties LLC	1 story + detached shed	Current	0773501017003000
Legal Description: CENTRAL SUBDIVISION, BLOCK 12, W19'LT 13 & ALL LTS 14-15			
Date of Inspection	Zoning	Parcel Size	
7/15/19	R1-6	8934 sq ft	
# Code Violations	Last Court Appearance	Code Enforcement Officer	
4	N/A	Kathy Rodgers	

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

- Defects increasing the hazards of fire, accident or other calamities
- Lack of adequate ventilation
- Air pollution
- Light or sanitary facilities
- Dilapidation
- Disrepair
- Structural defects
- Uncleanliness
- Overcrowding
- Inadequate ingress and egress
- Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
- Walls, sidings or exterior of a quality and appearance not commensurate with the character of the properties in the neighborhood
- Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof
- Vermin infestation
- Inadequate drainage
- Any other violation of health, fire, building or zoning regulations

Other:

Structure fire July 2019, property not secured. Last water service 4/3/19



July 9, 2021

Aitkens Contracting LLC
25200 Metro Avenue
Tonganoxie, KS 66046

RE: 869 Sherman Avenue (House & Shed)

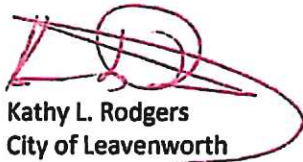
Aitkens Contracting LLC:

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist which are dangerous or injurious to the health, safety or morals of the occupants or other residents of the City of Leavenworth, or which have a blighting influence on properties in the area. One of the activities of the City of Leavenworth Code Enforcement department is to identify such structures and work with owners to bring them into code compliance. If compliance cannot be reached, the city may proceed with demolition procedures.

Your property located at the above-referenced address has been identified as being a dangerous structure and/or having a blighting influence on the surrounding neighborhood. Please contact me at your earliest convenience so that we may review steps which must be undertaken to bring the structure into compliance, as outlined in the attached Remediation Agreement. The deadline for signing and returning the Remediation Agreement, along with scope of work and proof of funds, is Monday, August 9, 2021, and the deadline for having repairs completed is Friday, September 10, 2021.

The City Commission will hold a public hearing at which time you will have the opportunity to discuss your property and your progress on making necessary repairs. At this time, the public hearing is tentatively scheduled for September 14, 2021.

Sincerely,



Kathy L. Rodgers
City of Leavenworth
Zoning & Code Administrator
913-680 -2622



PROPERTY REMEDIATION AGREEMENT

Owner: Aitkens Contracting LLC
Site Address: 869 Sherman Avenue
Leavenworth, KS 66048

The owner(s) of the property located at 869 Sherman Avenue recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

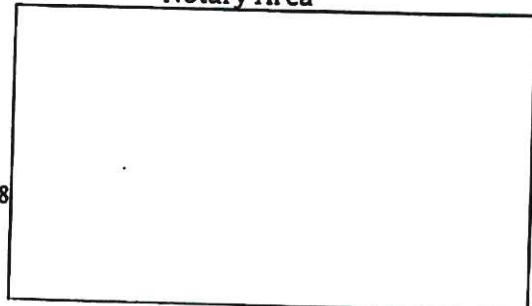
	DEADLINE	TASK
1)	September 10, 2021	Siding - replace/repair all damaged exterior walls and sidings. Soffits & eaves - replace/repair all damaged soffits and eaves.
2)	September 10, 2021	Windows & doors - replace/repair all damaged or missing windows & doors
3)	September 10, 2021	Paint - remove all peeling paint & repaint entire exterior.

I (Print the Owner's Name) Ron Aitkens agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.


Signature

8-6-21
Date

Notary Area



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There was a consensus by the Commission for staff to proceed with demolition after 10 days.

869 Sherman – Single family house and accessory structure, last water service 4/3/2019. Active building permit for renovations issued on 8/2/2021. Previously approved Special Use Permit to allow a two-family dwelling in a single-family district approved in 2019. Property has recently changed ownership, current owner has indicated intent to complete repairs.

Owner not present

There was a consensus by the Commission to extend to November 9, 2021.

910 Sherman – Single family house, last water service 4/17/2020. Owner has indicated that he does not intend to repair the property.

Owner not present

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

918 Pottawatomie – Single family house, last water service 8/25/2014. Owner indicated his intent to repair the property. No change, no active building permits.

Owner Williams Wallace 1415 Marion Street

- House was rental property
- Had a family member with cancer and flying to California to check on her for many years
- Plans to move into the property after the repairs are complete; estimates 6 months
- Has neighbors and family that are assisting with the work

There was a consensus by the Commission to extend to November 9, 2021.

919 Pottawatomie – Single family house and accessory structure, last water service 10/15/2020. No change, no contact from owner.

Richard Peeler Counselor for Mid First Bank (lender of the property)

- Property was under foreclosure by the bank
- Redemption period ended Sept 3rd and sent to Sheriff for deed
- Bank plans to repair as soon as deed is finalized and work to begin next month
- Work will be well underway by November 9, 2021
- Mid First Bank is the new owner

There was a consensus by the Commission to extend to November 9, 2021.

927 Pottawatomie – Accessory structure. Owner indicated his intent to repair the property. No change, no active building permits. Ms. Hurley stated that the structure was demolished on Sept 13 and it will be removed from the list.

There was a consensus by the Commission to remove the property from the demolition list.

706 Garfield – Single family house, last water service 12/19/2014. Owner signed remediation agreement and has indicated intent to repair, no change, no active building permits. Owner has

918 Pottawatomie (9/13/21)



918 Pottawatomie (11/2/21)



Determination of Unsafe or Dangerous Structure

Address:	918 Pottawatomie Street		
Owner	Description	Taxes	Parcel Number
William D Wallace	1 story	2018, 2019	0772604210013000
Legal Description: COCHRAN & MULLIGAN'S SUB, BLOCK 24, Lot 34			
Date of Inspection	Zoning	Parcel Size	
12/10/19	R1-6	3125 sq ft	
# Code Violations	Last Court Appearance	Code Enforcement Officer	
5	N/A	Kathy Rodgers	

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

- Defects increasing the hazards of fire, accident or other calamities
- Lack of adequate ventilation
- Air pollution
- Light or sanitary facilities
- Dilapidation
- Disrepair
- Structural defects
- Uncleanliness
- Overcrowding
- Inadequate ingress and egress
- Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
- Walls, sidings or exterior of a quality and appearance not commensurate with the character of the properties in the neighborhood
- Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof
- Vermin infestation
- Inadequate drainage
- Any other violation of health, fire, building or zoning regulations

Other:

Last water service 8/25/14



July 9, 2021

William D Wallace
1415 Marion Street
Leavenworth, KS 66048

RE: 918 Pottawatomie Street

William D Wallace:

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist which are dangerous or injurious to the health, safety or morals of the occupants or other residents of the City of Leavenworth, or which have a blighting influence on properties in the area. One of the activities of the City of Leavenworth Code Enforcement department is to identify such structures and work with owners to bring them into code compliance. If compliance cannot be reached, the city may proceed with demolition procedures.

Your property located at the above-referenced address has been identified as being a dangerous structure and/or having a blighting influence on the surrounding neighborhood. Please contact me at your earliest convenience so that we may review steps which must be undertaken to bring the structure into compliance, as outlined in the attached Remediation Agreement. The deadline for signing and returning the Remediation Agreement, along with scope of work and proof of funds, is Monday, August 9, 2021, and the deadline for having repairs completed is Friday, September 10, 2021.

The City Commission will hold a public hearing at which time you will have the opportunity to discuss your property and your progress on making necessary repairs. At this time, the public hearing is tentatively scheduled for September 14, 2021.

Sincerely,



Kathy L. Rodgers
City of Leavenworth
Zoning & Code Administrator
913-680-2622



PROPERTY REMEDIATION AGREEMENT

Owner: William D Wallace
 Site Address: 918 Pottawatomie Street
 Leavenworth, KS 66048

The owner(s) of the property located at 918 Pottawatomie Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	September 10, 2021	Roof - replace/repair entire roof.
2)	September 10, 2021	Soffits & eaves - replace/repair all soffits and eaves.
3)	September 10, 2021	Windows & doors - replace/repair all damaged windows & doors.
4)	September 10, 2021	Addition - complete addition on rear or remove existing framing.

I (Print the Owner's Name) _____ agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Notary Area

Signature

Date

100 N. 5th Street • Leavenworth, Kansas 66048
www.lvks.org

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

869 Sherman – Single family house and accessory structure, last water service 4/3/2019. Active building permit for renovations issued on 8/2/2021. Previously approved Special Use Permit to allow a two-family dwelling in a single-family district approved in 2019. Property has recently changed ownership, current owner has indicated intent to complete repairs.

Owner not present

There was a consensus by the Commission to extend to November 9, 2021.

910 Sherman – Single family house, last water service 4/17/2020. Owner has indicated that he does not intend to repair the property.

Owner not present

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

918 Pottawatomie – Single family house, last water service 8/25/2014. Owner indicated his intent to repair the property. No change, no active building permits.

Owner Williams Wallace 1415 Marion Street

- House was rental property
- Had a family member with cancer and flying to California to check on her for many years
- Plans to move into the property after the repairs are complete; estimates 6 months
- Has neighbors and family that are assisting with the work

There was a consensus by the Commission to extend to November 9, 2021.

919 Pottawatomie – Single family house and accessory structure, last water service 10/15/2020. No change, no contact from owner.

Richard Peeler Counselor for Mid First Bank (lender of the property)

- Property was under foreclosure by the bank
- Redemption period ended Sept 3rd and sent to Sheriff for deed
- Bank plans to repair as soon as deed is finalized and work to begin next month
- Work will be well underway by November 9, 2021
- Mid First Bank is the new owner

There was a consensus by the Commission to extend to November 9, 2021.

927 Pottawatomie – Accessory structure. Owner indicated his intent to repair the property. No change, no active building permits. Ms. Hurley stated that the structure was demolished on Sept 13 and it will be removed from the list.

There was a consensus by the Commission to remove the property from the demolition list.

706 Garfield – Single family house, last water service 12/19/2014. Owner signed remediation agreement and has indicated intent to repair, no change, no active building permits. Owner has

919 Pottawatomie (9/13/21)



919 Pottawatomie (11/2/21)



Determination of Unsafe or Dangerous Structure

Address:	919 Pottawatomie Street		
Owner	Description	Taxes	Parcel Number
Sam & Marie Bias	1 story + detached shed	Current	0772604303006000
Legal Description:			
COCHRAN & MULLIGAN'S SUB, S26, T08, R22E, BLOCK 21, Lot 13 - 14			
Date of Inspection	Zoning	Parcel Size	
1/4/21	R1-6	6378 sq ft	
# Code Violations	Last Court Appearance	Code Enforcement Officer	
2	N/A	Kathy Rodgers	

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

- Defects increasing the hazards of fire, accident or other calamities
 - Lack of adequate ventilation
 - Air pollution
 - Light or sanitary facilities
 - Dilapidation
 - Disrepair
 - Structural defects
 - Uncleanliness
 - Overcrowding
 - Inadequate ingress and egress
 - Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
 - Walls, sidings or exterior of a quality and appearance not commensurate with the character of the properties in the neighborhood
 - Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof
 - Vermin infestation
 - Inadequate drainage
 - Any other violation of health, fire, building or zoning regulations
- Other:

This is a burned structure. Last water service 10/15/20



July 9, 2021

Sam & Marie Bias
919 Pottawatomie Street
Leavenworth, KS 66048

RE: 919 Pottawatomie Street (House & Shed)

Sam & Marie Bias:

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist which are dangerous or injurious to the health, safety or morals of the occupants or other residents of the City of Leavenworth, or which have a blighting influence on properties in the area. One of the activities of the City of Leavenworth Code Enforcement department is to identify such structures and work with owners to bring them into code compliance. If compliance cannot be reached, the city may proceed with demolition procedures.

Your property located at the above-referenced address has been identified as being a dangerous structure and/or having a blighting influence on the surrounding neighborhood. Please contact me at your earliest convenience so that we may review steps which must be undertaken to bring the structure into compliance, as outlined in the attached Remediation Agreement. The deadline for signing and returning the Remediation Agreement, along with scope of work and proof of funds, is Monday, August 9, 2021, and the deadline for having repairs completed is Friday, September 10, 2021.

The City Commission will hold a public hearing at which time you will have the opportunity to discuss your property and your progress on making necessary repairs. At this time, the public hearing is tentatively scheduled for September 14, 2021.

Sincerely,



Kathy L. Rodgers
City of Leavenworth
Zoning & Code Administrator
913-680-2622



PROPERTY REMEDIATION AGREEMENT

Owner: Sam & Marie Bias
 Site Address: 919 Pottawatomie Street
 Leavenworth, KS 66048 (House & Shed)

The owner(s) of the property located at 919 Pottawatomie Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	September 10, 2021	Roof - replace/repair entire roof.
2)	September 10, 2021	Soffits & eaves - replace/repair all soffits and eaves.
3)	September 10, 2021	Windows & doors - replace/repair all windows & doors.
4)	September 10, 2021	Shed Only - replace/repair all damaged siding and remove all peeling paint & repaint entire exterior.
5)	September 10, 2021	Front Porch -- replace/repair front porch.

I (Print the Owner's Name) _____ agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Notary Area

Signature

Date

100 N. 5th Street • Leavenworth, Kansas 66048
www.lvks.org

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

869 Sherman – Single family house and accessory structure, last water service 4/3/2019. Active building permit for renovations issued on 8/2/2021. Previously approved Special Use Permit to allow a two-family dwelling in a single-family district approved in 2019. Property has recently changed ownership, current owner has indicated intent to complete repairs.

Owner not present

There was a consensus by the Commission to extend to November 9, 2021.

910 Sherman – Single family house, last water service 4/17/2020. Owner has indicated that he does not intend to repair the property.

Owner not present

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

918 Pottawatomie – Single family house, last water service 8/25/2014. Owner indicated his intent to repair the property. No change, no active building permits.

Owner Williams Wallace 1415 Marion Street

- House was rental property
- Had a family member with cancer and flying to California to check on her for many years
- Plans to move into the property after the repairs are complete; estimates 6 months
- Has neighbors and family that are assisting with the work

There was a consensus by the Commission to extend to November 9, 2021.

919 Pottawatomie – Single family house and accessory structure, last water service 10/15/2020. No change, no contact from owner.

Richard Peeler Counselor for Mid First Bank (lender of the property)

- Property was under foreclosure by the bank
- Redemption period ended Sept 3rd and sent to Sheriff for deed
- Bank plans to repair as soon as deed is finalized and work to begin next month
- Work will be well underway by November 9, 2021
- Mid First Bank is the new owner

There was a consensus by the Commission to extend to November 9, 2021.

927 Pottawatomie – Accessory structure. Owner indicated his intent to repair the property. No change, no active building permits. Ms. Hurley stated that the structure was demolished on Sept 13 and it will be removed from the list.

There was a consensus by the Commission to remove the property from the demolition list.

706 Garfield – Single family house, last water service 12/19/2014. Owner signed remediation agreement and has indicated intent to repair, no change, no active building permits. Owner has

706 Garfield (9/13/21)



706 Garfield (11/3/21



Determination of Unsafe or Dangerous Structure

Address:	706 Garfield		
Owner	Description	Taxes	Parcel Number
ORVENA BUSEY	1 Story house	Current	052-101-02-0-10-22-011.00-0
Legal Description: STOUT'S REPLAT , BLOCK 7 , Lot C - D			
Date of Inspection	Zoning		Parcel Size
06/14/2021	R1-6		6,434 sq ft
# Code Violations	Last Court Appearance		Code Enforcement Officer
1	N/A		Lee Burleson

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

- Defects increasing the hazards of fire, accident or other calamities
 - Lack of adequate ventilation
 - Air pollution
 - Light or sanitary facilities
 - Dilapidation
 - Disrepair
 - Structural defects
 - Uncleanliness
 - Overcrowding
 - Inadequate ingress and egress
 - Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
 - Walls, sidings or exterior of a quality and appearance not commensurate with the character of the properties in the neighborhood
 - Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof
 - Vermin infestation
 - Inadequate drainage
 - Any other violation of health, fire, building or zoning regulations
- Other:

Last water service 12/19/14



July 9, 2021

Orvena Busey
5455 Kansas Ave
Omaha, NE 68104

RE: 706 Garfield

Orvena Busey:

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist which are dangerous or injurious to the health, safety or morals of the occupants or other residents of the City of Leavenworth, or which have a blighting influence on properties in the area. One of the activities of the City of Leavenworth Code Enforcement department is to identify such structures and work with owners to bring them into code compliance. If compliance cannot be reached, the city may proceed with demolition procedures.

Your property located at the above-referenced address has been identified as being a dangerous structure and/or having a blighting influence on the surrounding neighborhood. Please contact me at your earliest convenience so that we may review steps which must be undertaken to bring the structure into compliance, as outlined in the attached Remediation Agreement. The deadline for signing and returning the Remediation Agreement, along with scope of work and proof of funds, is Monday, August 9, 2021, and the deadline for having repairs completed is Friday, September 10, 2021.

The City Commission will hold a public hearing at which time you will have the opportunity to discuss your property and your progress on making necessary repairs. At this time, the public hearing is tentatively scheduled for September 14, 2021.

Sincerely,

Lee Burlison
City of Leavenworth
Zoning & Code Administrator
913-680-2680



PROPERTY REMEDIATION AGREEMENT

Owner: Orvena Busey
Site Address: 706 Garfield
Leavenworth, KS 66048

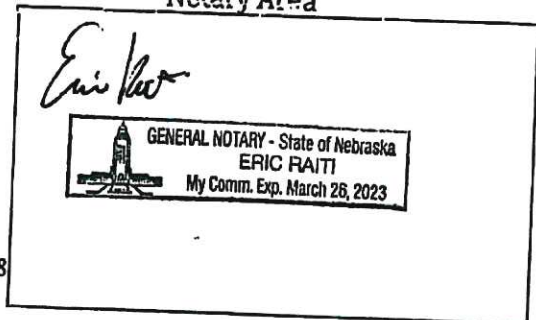
The owner(s) of the property located at 706 Garfield recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	September 10, 2021	Repair or replace damaged siding & paint house
2)	September 10, 2021	Replace door & all screens on screened in porch

I (Print the Owner's Name) Orvena M Busey agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Orvena M Busey
Signature Date

Notary Area



100 N. 5th Street • Leavenworth, Kansas 66048
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Lee Bureson
City of Leavenworth
Zoning & Code Administrator

Planning Statement for 706 Garfield

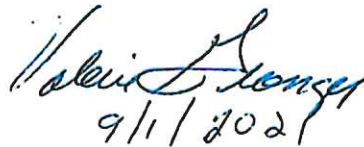
The home located at 706 Garfield shows that the home is in need of painting and replacement of the porch door and porch screen. Our plan is to have these items taken care of by November 1, 2021, if not sooner.

Unfortunately due to circumstances beyond my control, I am unable to attend the public hearing scheduled for September 14, 2021.

I do understand the importance of getting the property up to conformity and have contacted a local contractor in helping me do this in a timely fashion.

Therefore, it is my request to the City of Leavenworth to be given additional time to get the property in compliance and fulfill the property remediation agreement.

Sincerely,


9/11/2021

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

869 Sherman – Single family house and accessory structure, last water service 4/3/2019. Active building permit for renovations issued on 8/2/2021. Previously approved Special Use Permit to allow a two-family dwelling in a single-family district approved in 2019. Property has recently changed ownership, current owner has indicated intent to complete repairs.

Owner not present

There was a consensus by the Commission to extend to November 9, 2021.

910 Sherman – Single family house, last water service 4/17/2020. Owner has indicated that he does not intend to repair the property.

Owner not present

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

918 Pottawatomie – Single family house, last water service 8/25/2014. Owner indicated his intent to repair the property. No change, no active building permits.

Owner Williams Wallace 1415 Marion Street

- House was rental property
- Had a family member with cancer and flying to California to check on her for many years
- Plans to move into the property after the repairs are complete; estimates 6 months
- Has neighbors and family that are assisting with the work

There was a consensus by the Commission to extend to November 9, 2021.

919 Pottawatomie – Single family house and accessory structure, last water service 10/15/2020. No change, no contact from owner.

Richard Peeler Counselor for Mid First Bank (lender of the property)

- Property was under foreclosure by the bank
- Redemption period ended Sept 3rd and sent to Sheriff for deed
- Bank plans to repair as soon as deed is finalized and work to begin next month
- Work will be well underway by November 9, 2021
- Mid First Bank is the new owner

There was a consensus by the Commission to extend to November 9, 2021.

927 Pottawatomie – Accessory structure. Owner indicated his intent to repair the property. No change, no active building permits. Ms. Hurley stated that the structure was demolished on Sept 13 and it will be removed from the list.

There was a consensus by the Commission to remove the property from the demolition list.

706 Garfield – Single family house, last water service 12/19/2014. Owner signed remediation agreement and has indicated intent to repair, no change, no active building permits. Owner has

provided written plan for repair and cost estimates. Staff would recommend giving the November 9, 2021 for repair.

Owner not present

There was a consensus by the Commission to extend to November 9, 2021.

767 Charles – Single family house and accessory structure, last water service 2/18/2018. Owner indicated his intent to self-demo property.

Owner Clayton Bollin 620 Birch Lane

- Mr. Clayton stated that he plans to demolish the structure and rebuild or sell the property

There was a consensus by the Commission to extend to November 9, 2021.

1921 5th Ave – Single family house, last water service 3/16/2011. No change, no contact from owner. This property was previously considered for demolition in 2017. Staff has been informed that the owner is deceased but has no other information.

Traci Brown & Maurice Brown 2303 4th Ave - Owners of the property behind the house

- They would like to purchase the property
- Stated that the owner passed away and are trying to contact the brother to find out about the possibility of purchasing the property

There was a consensus by the Commission to extend to November 9, 2021.

204 N. 17th – Single family house, last water service 6/9/2015. Building permit for interior renovations issued on 9/2/2021. Owner signed remediation agreement and indicated intent to complete repairs.

Mr. Gary Nelson ASIX LLC

- Obtained a permit for siding and windows in 2020 the windows
- The windows were not boarded up, it is siding around the sides of window
- Had renters that were evicted
- Rotten studs under the windows working with a contractor and pending the start of the work

There was a consensus by the Commission to extend to November 9, 2021.

1050 10th Ave – Multi family structure, last water service 1/22/2014. No change, no contact from owner.

Owner not present

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

Close Public Hearing:

Commissioner Preisinger moved to close the public hearing. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Leonard declared the motion carried 4-0.

767 Charles (9/13/21)



767 Charles (11/2/21)



Determination of Unsafe or Dangerous Structure

Address:	767 Charles		
Owner	Description	Taxes	Parcel Number
CLAYTON BENEDICT BOLLIN	1 Story house with garage	Current	052-077-35-0-40-17-002.00-0
Legal Description: S35, T08, R22E, PT SE1/4 BEG NE COR LT 6 BLK 8 BENZ'S ADD, E50', S124', W50', N124' TO POB			
Date of Inspection	Zoning		Parcel Size
06/14/2021	R1-6		6,170 sq ft
# Code Violations	Last Court Appearance		Code Enforcement Officer
2	N/A		Lee Burleson

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

- Defects increasing the hazards of fire, accident or other calamities
- Lack of adequate ventilation
- Air pollution
- Light or sanitary facilities
- Dilapidation
- Disrepair
- Structural defects
- Uncleanliness
- Overcrowding
- Inadequate ingress and egress
- Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
- Walls, sidings or exterior of a quality and appearance not commensurate with the character of the properties in the neighborhood
- Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof
- Vermin infestation
- Inadequate drainage
- Any other violation of health, fire, building or zoning regulations

Other:

Last water service 2/18/18



July 9, 2021

Clayton Benedict Bollin
312 Birch Ln
Lawrence, KS 66044

RE: 767 Charles

Clayton Benedict Bollin:

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist which are dangerous or injurious to the health, safety or morals of the occupants or other residents of the City of Leavenworth, or which have a blighting influence on properties in the area. One of the activities of the City of Leavenworth Code Enforcement department is to identify such structures and work with owners to bring them into code compliance. If compliance cannot be reached, the city may proceed with demolition procedures.

Your property located at the above-referenced address has been identified as being a dangerous structure and/or having a blighting influence on the surrounding neighborhood. Please contact me at your earliest convenience so that we may review steps which must be undertaken to bring the structure into compliance, as outlined in the attached Remediation Agreement. The deadline for signing and returning the Remediation Agreement, along with scope of work and proof of funds, is Monday, August 9, 2021, and the deadline for having repairs completed is Friday, September 10, 2021.

The City Commission will hold a public hearing at which time you will have the opportunity to discuss your property and your progress on making necessary repairs. At this time, the public hearing is tentatively scheduled for September 14, 2021.

Sincerely,

Lee Burleson
City of Leavenworth
Zoning & Code Administrator
913-680-2680



PROPERTY REMEDIATION AGREEMENT

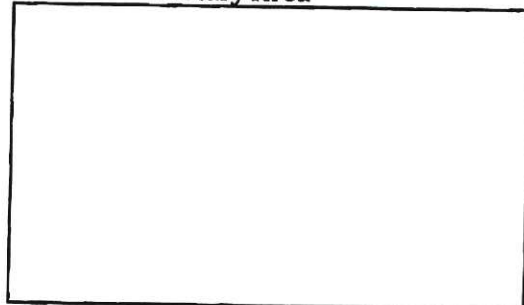
Owner: Clayton Benedict Bollin
 Site Address: 767 Charles
Leavenworth, KS 66048

The owner(s) of the property located at _____ recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	September 10, 2021	Roof - replace entire roof
2)	September 10, 2021	Siding - replace/repair all damaged exterior walls & siding Soffits & Eaves - repair/replace all damaged soffits and eaves
3)	September 10, 2021	Windows & doors - replace/repair all damaged windows & doors and associated trim
4)	September 10, 2021	Paint - remove all peeling paint and repaint entire exterior.
5)	September 10, 2021	Replace/repair front porch

I (Print the Owner's Name) _____ agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Notary Area



Signature

Date

provided written plan for repair and cost estimates. Staff would recommend giving the November 9, 2021 for repair.

Owner not present

There was a consensus by the Commission to extend to November 9, 2021.

767 Charles – Single family house and accessory structure, last water service 2/18/2018. Owner indicated his intent to self-demo property.

Owner Clayton Bollin 620 Birch Lane

- Mr. Clayton stated that he plans to demolish the structure and rebuild or sell the property

There was a consensus by the Commission to extend to November 9, 2021.

1921 5th Ave – Single family house, last water service 3/16/2011. No change, no contact from owner. This property was previously considered for demolition in 2017. Staff has been informed that the owner is deceased but has no other information.

Traci Brown & Maurice Brown 2303 4th Ave - Owners of the property behind the house

- They would like to purchase the property
- Stated that the owner passed away and are trying to contact the brother to find out about the possibility of purchasing the property

There was a consensus by the Commission to extend to November 9, 2021.

204 N. 17th – Single family house, last water service 6/9/2015. Building permit for interior renovations issued on 9/2/2021. Owner signed remediation agreement and indicated intent to complete repairs.

Mr. Gary Nelson ASIX LLC

- Obtained a permit for siding and windows in 2020 the windows
- The windows were not boarded up, it is siding around the sides of window
- Had renters that were evicted
- Rotten studs under the windows working with a contractor and pending the start of the work

There was a consensus by the Commission to extend to November 9, 2021.

1050 10th Ave – Multi family structure, last water service 1/22/2014. No change, no contact from owner.

Owner not present

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

Close Public Hearing:

Commissioner Preisinger moved to close the public hearing. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Leonard declared the motion carried 4-0.

1921 5th Ave (9/13/21)



1921 5th Ave (11/3/21)



Determination of Unsafe or Dangerous Structure

Address:	1921 5th Ave		
Owner	Description	Taxes	Parcel Number
DOUGLAS LEE NEU	1 Story house	\$2680 2015-2020	052-101-01-0-20-23-011.00-0
Legal Description: REES' DONIPHANPTON'S , BLOCK 19 , LTS 10&11 & W1/2 VAC ALLEY ADJ			
Date of Inspection	Zoning		Parcel Size
06/14/2021	R1-6		14,175 sq ft
# Code Violations	Last Court Appearance		Code Enforcement Officer
3	N/A		Lee Burleson

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

- Defects increasing the hazards of fire, accident or other calamities
- Lack of adequate ventilation
- Air pollution
- Light or sanitary facilities
- Dilapidation
- Disrepair
- Structural defects
- Uncleanliness
- Overcrowding
- Inadequate ingress and egress
- Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
- Walls, sidings or exterior of a quality and appearance not commensurate with the character of the properties in the neighborhood
- Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof
- Vermin infestation
- Inadequate drainage
- Any other violation of health, fire, building or zoning regulations

Other:

Last water service 3/16/11



July 9, 2021

Douglas Lee Neu
17271 Hollingsworth Rd
Basehor, KS 66007

RE: 1921 5th Ave

Douglas Lee Neu:

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist which are dangerous or injurious to the health, safety or morals of the occupants or other residents of the City of Leavenworth, or which have a blighting influence on properties in the area. One of the activities of the City of Leavenworth Code Enforcement department is to identify such structures and work with owners to bring them into code compliance. If compliance cannot be reached, the city may proceed with demolition procedures.

Your property located at the above-referenced address has been identified as being a dangerous structure and/or having a blighting influence on the surrounding neighborhood. Please contact me at your earliest convenience so that we may review steps which must be undertaken to bring the structure into compliance, as outlined in the attached Remediation Agreement. The deadline for signing and returning the Remediation Agreement, along with scope of work and proof of funds, is Monday, August 9, 2021, and the deadline for having repairs completed is Friday, September 10, 2021.

The City Commission will hold a public hearing at which time you will have the opportunity to discuss your property and your progress on making necessary repairs. At this time, the public hearing is tentatively scheduled for September 14, 2021.

Sincerely,

Lee Burlison
City of Leavenworth
Zoning & Code Administrator
913-680 -2680



PROPERTY REMEDIATION AGREEMENT

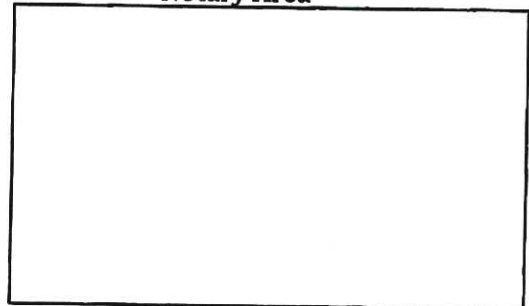
Owner: Douglas Lee Neu
 Site Address: 1921 5th Ave
Leavenworth, KS 66048

The owner(s) of the property located at _____ recognize that the property is in violation of the City’s Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	September 10, 2021	Repair structural damage to correct sagging in middle of house
2)	September 10, 2021	Repair/replace damaged windows & doors & associated trim
3)	September 10, 2021	Paint - Remove all peeling paint and repaint entire exterior

I (Print the Owner’s Name) _____ agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Notary Area



Signature

Date

provided written plan for repair and cost estimates. Staff would recommend giving the November 9, 2021 for repair.

Owner not present

There was a consensus by the Commission to extend to November 9, 2021.

767 Charles – Single family house and accessory structure, last water service 2/18/2018. Owner indicated his intent to self-demo property.

Owner Clayton Bollin 620 Birch Lane

- Mr. Clayton stated that he plans to demolish the structure and rebuild or sell the property

There was a consensus by the Commission to extend to November 9, 2021.

1921 5th Ave – Single family house, last water service 3/16/2011. No change, no contact from owner. This property was previously considered for demolition in 2017. Staff has been informed that the owner is deceased but has no other information.

Traci Brown & Maurice Brown 2303 4th Ave - Owners of the property behind the house

- They would like to purchase the property
- Stated that the owner passed away and are trying to contact the brother to find out about the possibility of purchasing the property

There was a consensus by the Commission to extend to November 9, 2021.

204 N. 17th – Single family house, last water service 6/9/2015. Building permit for interior renovations issued on 9/2/2021. Owner signed remediation agreement and indicated intent to complete repairs.

Mr. Gary Nelson ASIX LLC

- Obtained a permit for siding and windows in 2020 the windows
- The windows were not boarded up, it is siding around the sides of window
- Had renters that were evicted
- Rotten studs under the windows working with a contractor and pending the start of the work

There was a consensus by the Commission to extend to November 9, 2021.

1050 10th Ave – Multi family structure, last water service 1/22/2014. No change, no contact from owner.

Owner not present

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

Close Public Hearing:

Commissioner Preisinger moved to close the public hearing. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Leonard declared the motion carried 4-0.

204 N. 17th (9/10/21)



204 N. 17th (11/4/21)



Determination of Unsafe or Dangerous Structure

Address:	204 N 17th Street		
Owner	Description	Taxes	Parcel Number
ASIX LLC	Single family	Current	0782704017008000
Legal Description: AMRON ACRES, Lot 3			
Date of Inspection	Zoning		Parcel Size
12/09/2020	R1-9		6,276 sq ft
# Code Violations	Last Court Appearance		Code Enforcement Officer
3	07/09/2020		Mariah Lietzen

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- Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
- Walls, sidings or exterior of a quality and appearance not commensurate with the character of the properties in the neighborhood
- Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof
- Vermin infestation
- Inadequate drainage
- Any other violation of health, fire, building or zoning regulations

Other:

Last water service 6/9/15



July 9, 2021

ASIX LLC
A604 S 4TH ST
LEAVENWORTH, KS 66048

RE: 204 N 17TH Street

ASIX LLC:

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist which are dangerous or injurious to the health, safety or morals of the occupants or other residents of the City of Leavenworth, or which have a blighting influence on properties in the area. One of the activities of the City of Leavenworth Code Enforcement department is to identify such structures and work with owners to bring them into code compliance. If compliance cannot be reached, the city may proceed with demolition procedures.

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The City Commission will hold a public hearing at which time you will have the opportunity to discuss your property and your progress on making necessary repairs. At this time, the public hearing is tentatively scheduled for September 14, 2021.

Respectfully,

Mariah Lietzen
City of Leavenworth
Zoning & Code Administrator
913-680-2624
mlietzen@firstcity.org



PROPERTY REMEDIATION AGREEMENT

Owner: ASIX LLC
Site Address: 204 N 17th Street
Leavenworth, KS 66048

The owner(s) of the property located at 204 N 17th Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	September 10 th , 2021	Replace damaged or missing exterior siding and trim
2)	September 10 th , 2021	Re-paint entire structure
3)	September 10 th , 2021	Repair/replace front porch awning
4)	September 10 th , 2021	Repair/replace any damaged windows or doors and associated trim

I (Print the Owner's Name) ASIX LLC agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Notary Area

Gary Nelson, member 08/04/2021
Signature Date

100 N. 5th Street • Leavenworth, Kansas 66048
www.lvks.org

10-24-21
Gary Nelson

provided written plan for repair and cost estimates. Staff would recommend giving the November 9, 2021 for repair.

Owner not present

There was a consensus by the Commission to extend to November 9, 2021.

767 Charles – Single family house and accessory structure, last water service 2/18/2018. Owner indicated his intent to self-demo property.

Owner Clayton Bollin 620 Birch Lane

- Mr. Clayton stated that he plans to demolish the structure and rebuild or sell the property

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204 N. 17th – Single family house, last water service 6/9/2015. Building permit for interior renovations issues on 9/2/2021. Owner signed remediation agreement and indicated intent to complete repairs.

Mr. Gary Nelson ASIX LLC

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1050 10th Ave – Multi family structure, last water service 1/22/2014. No change, no contact from owner.

Owner not present

There was a consensus by the Commission for staff to proceed with demolition after 10 days.

Close Public Hearing:

Commissioner Preisinger moved to close the public hearing. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Leonard declared the motion carried 4-0.

MAYOR'S APPOINTMENT

NOVEMBER 9, 2021

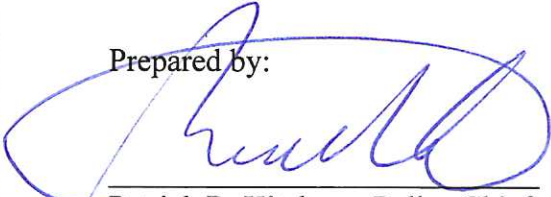
Mayor Bauder

*“Move to appoint to the **Grow Leavenworth County Development Board**, Ted Davis to an unexpired term ending May 31, 2022.”*

Requires a second and vote by the Governing Body.

**Policy Report No. 14-2021
2021 Urban Deer Management Program
City Commission Waiver**

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Paul Kramer, City Manager

ISSUE:

Consider a waiver to hunt property under 3 acres pursuant to Section 8-302 of the Municipal Code of Ordinances.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

For many years, the City of Leavenworth has operated an Urban Deer Management program that allows hunting inside the city limits with a bow and arrow during the season established by the State of Kansas.

The ordinance governing the Urban Deer Management Program specifies that no hunting is allowed on a parcel of less than three (3) acres without a waiver approved by the City Commission. Properties may be combined to reach the three acre minimum.

The Police Department received a request from a hunter to use three parcels of property which equal 2.48 acres. Those properties are 401, 403, and 501 S. 14th Street. (see map) The property owner, Bart Julian, has granted permission for the hunter to use the property. (see communication by staff)

Staff conducted an on-site inspection of the property and found it to be acceptable to hunt. Although less than three acres, it is adjacent to a piece of property owned by the City of Leavenworth which is 1.5 acres.

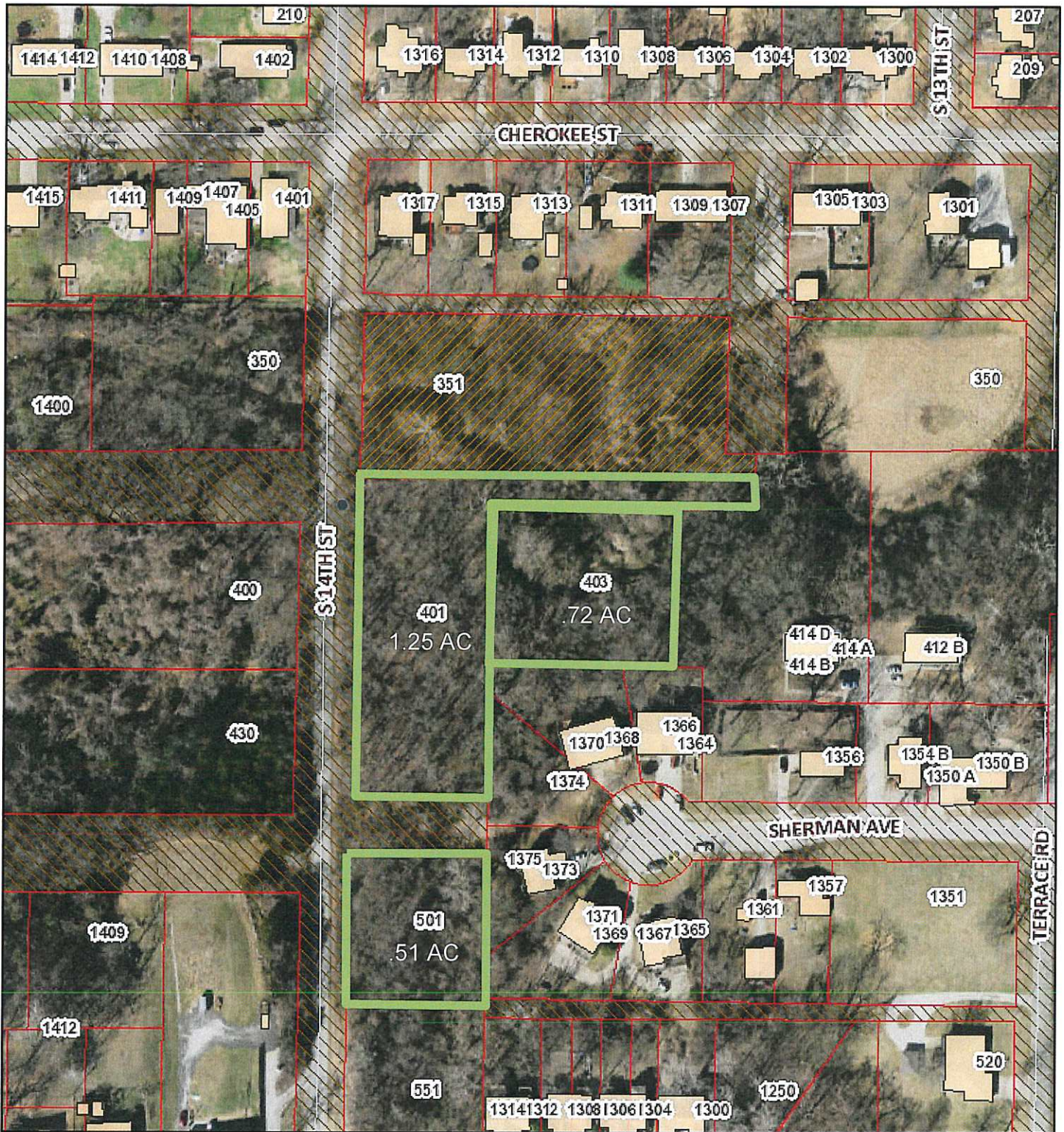
BUDGET IMPACT:

There is no budget impact.

COMMISSION ACTION:

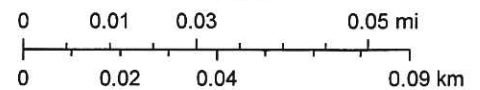
Grant a waiver to allow 401, 403, and 501 S 14th Street in Leavenworth to participate in the Urban Deer Management Program.

401, 403, 501 S 14th St



11/1/2021, 9:56:44 AM

1:2,257



- Override 1
- Missouri River
- Parcels (City Owned)
- Lansing City Limits
- Parcels_Current
- Ft Leavenworth Military Installation
- Buildings
- Leavenworth City Limits
- Address (Points)
- City Right-of-Way
- RoadCenterline

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Sec. 8-302. - Permit required; police department to issue; no permit issued to person under 18 years of age.

- (a) Only the owner of a designated private property or persons with the owner's written permission shall be eligible to receive a city permit to bow hunt. The city police department is authorized to issue city deer hunting permits; provided, however, that no permit for hunting shall be issued for hunting on parcels under three acres or for hunting on city property shall be issued without a waiver approved by the city commission.
- (b) Application for a permit under this section shall be made to the city police department, on forms provided by the department and shall be accompanied by a valid state deer hunting license and deer tag issued to the applicant and by a permit fee in the amount provided in the city fee schedule. Issuance of the city permit may be limited to a time and area more restrictive than the state license allows.
- (c) No city permit will be issued to any person under the age of 18.

(Code 1994, § 18-23(a); Ord. No. 7615, §§ 1—3, 7-27-2004; Ord. No. 7663, § 1, 8-9-2005; Ord. No. 7831, § 1, 3-9-2010)

Sec. 8-304. - Restrictions on use of permit.

- (a) *Only permit holder may use permit.* Hunting shall only be by the person listed on the city permit. No person shall make any payment to any person for the right to hunt or be listed on the state license and city permit.
- (b) *Hunting after consumption of alcoholic beverages prohibited.* No bow hunting will be allowed by license holder that has consumed cereal malt beverages, alcoholic liquor or any controlled substances two hours prior to hunting or during hunting activities.
- (c) *Permit and valid photo identification to be carried when hunting.* Persons shall at all times when hunting, pursuant to the city permit, carry valid photo identification and a copy of the city permit and the state license.
- (d) *Location restrictions.* No arrow or other object used to hunt deer pursuant to the city permit may be discharged or projected at such an angle or distance as to land on public or private property not described in the permit. No hunting shall be allowed closer than 500 feet to the property boundary of school property which contains a public school or an accredited non-public school during periods when students are in attendance or participating in school activities.
- (e) *Use of tree stands required.* All hunting shall be conducted from an elevated tree stand that is at least ten feet in height and faces the interior of the property. The tree stands and shooting lanes will be located in such a way as to direct arrows to the interior of the property and to prevent any arrow from landing closer than 50 yards to any property line. The deer management committee may waive the elevation requirement for a hunter that is unable to climb into an elevated tree stand due to a disability. The urban deer management committee shall take public safety into consideration before granting such a waiver.
- (f) *Transport of carcasses.* The transportation of a carcass along any public right-of-way, is prohibited, unless it is covered or hidden from public view.
- (g) *Field dressing.* Any activity performed in conjunction with the issuance of the permit, including, but not limited to, field dressing or other handling of the carcass, must occur on the property specified in the city permit. Entrails shall not be left on the property where the deer is killed.
- (h) *Time of hunting.* Bow hunting will be allowed one half-hour before sunrise to one half-hour after sunset.
- (i) *Type of deer.* An antlerless deer must be harvested before an antlered deer can be harvested.
- (j) *Wounded animals.* It shall be the responsibility of a bow hunter to inform the police department by telephone that a wounded deer has left the property and to inform the police department of the deer's probable location. The hunter shall make an attempt to contact the property owner of any adjacent properties prior to entering that property to search for a wounded deer. It shall ultimately be the responsibility of the hunter to find and remove any deer who leave the property.
- (k) *Report of harvesting.* Each hunter who successfully harvests a deer will report the hunter's name,

the gender of the animal and the location where harvested to animal control in person at the designated city office or by telephone to city animal control during normal business hours.

(Code 1994, § 18-23(a); Ord. No. 7615, §§ 1—3, 7-27-2004; Ord. No. 7663, § 1, 8-9-2005; Ord. No. 7831, § 1, 3-9-2010)

Dan Nicodemus

From: Bart Julian <wildbunch8222@hotmail.com>
Sent: Thursday, November 4, 2021 8:41 AM
To: Dan Nicodemus
Subject: Fw: Property Manager.

From: Bart Julian
Sent: Friday, October 22, 2021 6:48 PM
To: racingyonts@gmail.com <racingyonts@gmail.com>
Subject: Property Manager.

To whom it may concern. My name is Bart Julian residing in Austin Texas. I have four properties in Leavenworth Kansas that were left to me by my father Maurice Julian since he passed away on December 22, 2011. The properties are listed in my name and all taxes are current. Loyd Yonts currently oversees Property Management for the care of my properties. Loyd Yonts currently has full access to all four properties for maintenance and recreational purposes. If you have any questions please contact me. 512-903-0567.

Bart Julian

Stage Coach Trail

Tx. 78745

nch8222@hotmail.com

6807

Austin

Wildbu

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

**POLICY REPORT
RESOLUTION B-2299
TO AUTHORIZE SERVING COMPLIMENTARY (FREE) ALCOHOLIC LIQUOR
LEAVENWORTH MAIN STREET PROGRAM ALIVE AFTER FIVE EVENTS**

NOVEMBER 9, 2021

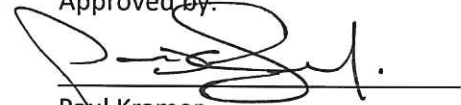
Prepared by:



Carla K. Williamson, CMC

City Clerk

Approved by:



Paul Kramer
City Manager

ISSUE:

To consider a resolution to authorize serving complimentary (free) alcoholic liquor or cereal malt beverages to members of the general public during the "Alive After Five Events" to be held at various businesses as sponsored by Leavenworth Main Street Program from January 1, 2022 through December 31, 2022.

BACKGROUND:

State statute K.S.A. 41-104 allows authorization to serve complimentary (free) alcoholic liquor or cereal malt beverages to members of the general public on the unlicensed premises of businesses by the business owner or owner's agent. Leavenworth Main Street Program which is a non-profit 501©3 organization is sponsoring the "Alive After Five Events" to be held on the first Thursday of each month between the hours of 4:00 p.m. to 10:00 p.m. commencing on January 1, 2022 through December 31, 2022.

The Leavenworth Main Street Program would strictly control the activity. Should the City Commission agree with this request, the governing body must approve a resolution authorizing the event as required by Alcoholic Beverage Control Division Form ABC-865.

ACTION:

Approve Resolution B-2299 as presented.

ATTACHMENT:

- Resolution B-2299

RESOLUTION B-2299

WHEREAS, the City of Leavenworth, Kansas authorizes serving complimentary (free) alcoholic liquor or cereal malt beverages to members of the general public during the “Alive After Five Events” to be held at various businesses as sponsored by Leavenworth Main Street Program from January 1, 2022 through December 31, 2022.

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

Section 1. Pursuant to K.S.A. 41-104, authorization is hereby given to serve complimentary (free) alcoholic liquor or cereal malt beverages to members of the general public on the unlicensed premises of businesses by the business owner or owner's agent at the “Alive After Five Events” sponsored by Leavenworth Main Street Program which is a non-profit 501©3 organization, to be held on the first Thursday of each month between the hours of 4:00 p.m. to 10:00 p.m. commencing on January 1, 2022 through December 31, 2022.

Section 2. Leavenworth Main Street Program shall not be required to obtain a Temporary Permit, falling under the “Fundraising” category wherein:

- The alcoholic drinks served must be complimentary.
- The event at which the alcoholic liquor is served must be an official fundraising event of the organization or the event must be sponsored by either a charitable organization or by a candidate, party or political committee.

Section 3. That this resolution shall be effective upon its passage.

PASSED AND APPROVED by the Governing Body this 9th day of November 2021.

CITY OF LEAVENWORTH, KANSAS

Nancy D. Bauder, Mayor

{SEAL}

ATTEST:

Carla K. Williamson, CMC, City Clerk

CONSIDER A RESOLUTION DECLARING THE NECESSITY TO APPROPRIATE
PRIVATE PROPERTY CONNECTED WITH THE
K-7 AND EISENHOWER INTERSECTION IMPROVEMENT PROJECT

KDOT Project Number 52 KA-5575-01
City Project 2019-922

November 9, 2021

Prepared by:

Reviewed by:



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



Paul Kramer,
City Manager

ISSUE:

Consider approval of Resolution B-2300 to start the process for appropriation of private property for public purposes on the K-7 and Eisenhower Intersection Improvement Project.

BACKGROUND:

The City of Lansing and KDOT partnered in a Cost Share Program for improvements to the intersection of K-7 and Eisenhower Road. As these improvements benefit both residents of Lansing and Leavenworth, the two cities signed Agreement 2020-35 that defined the responsibilities and the costs to be funded by each community. The agreement states that each city is responsible for acquisition of easements and rights-of-way (ROW) for properties within their city limits.

The plans for the intersection improvements identified the need for a temporary construction easement, a permanent drainage easement and for additional right-of-way. Over the last several months, the City has been working to obtain the needed easements from The Home Depot, but our efforts to date have been unsuccessful. This project is expected to bid later this fall/winter; however, KDOT requires the easements to be obtained or condemnation to be initiated prior to bidding.

The City has been working with SMH Consultants to help facilitate the easement acquisition with The Home Depot. Despite addressing questions and providing requested feedback to their corporate office, acquisition has not moved forward. Acquiring the easements and ROW from The Home Depot is necessary prior to bidding and for the construction of the project.

While easements are needed for the project, the protection of private property rights is a key "American" principle. The law also allows for the government to acquire private property for public purposes with "just compensation". Kansas Statutes define the process to help ensure that the power of the government is not unreasonably applied to the citizens during property acquisition. The approval of this resolution is simply the first step of a larger process summarized below.

General Outline of Eminent Domain Actions

1. Government approves a resolution declaring their intent to use the power of eminent domain ("condemnation") for a specific project. This is the action recommended in this policy report.

2. Government adopts an ordinance identifying the legal descriptions of the property in question and the names of the owners.
3. After the ordinance is effective, an action is filed in District Court.
4. After a judge is assigned to the case, there are three (3) appraisers appointed by the judge to review the documents, inspect the property and determine the value of compensation to be paid to the owner.
5. The appraisers will hold a hearing where the City and the owners can talk about their concerns and the amount of compensation.
6. After the hearing, and assuming the judge finds the needs of the City to be reasonable, the judge will issue an order listing the value of compensation for each easement. After this value has been paid to the court by the City and recorded in District Court, the easements are available for use by the City. The City can object to any of the amounts and "not pay", but the easement will not be available for the project.
7. Should an owner believe the easements were undervalued, this can be appealed to the court system. It is important to note that the appeal is ONLY to the value, not the actual need for the easement.

There are costs to the City for this process. The City is responsible for its own attorney fees, filing fees, appraiser fees, and any compensation recommended by the court. The process is somewhat lengthy, and usually is complete within 60 days; however, with the ongoing pandemic the process may take longer. City staff will continue to work with owners and SMH Consultants to obtain signed easements throughout the process.

RECOMMENDATION:

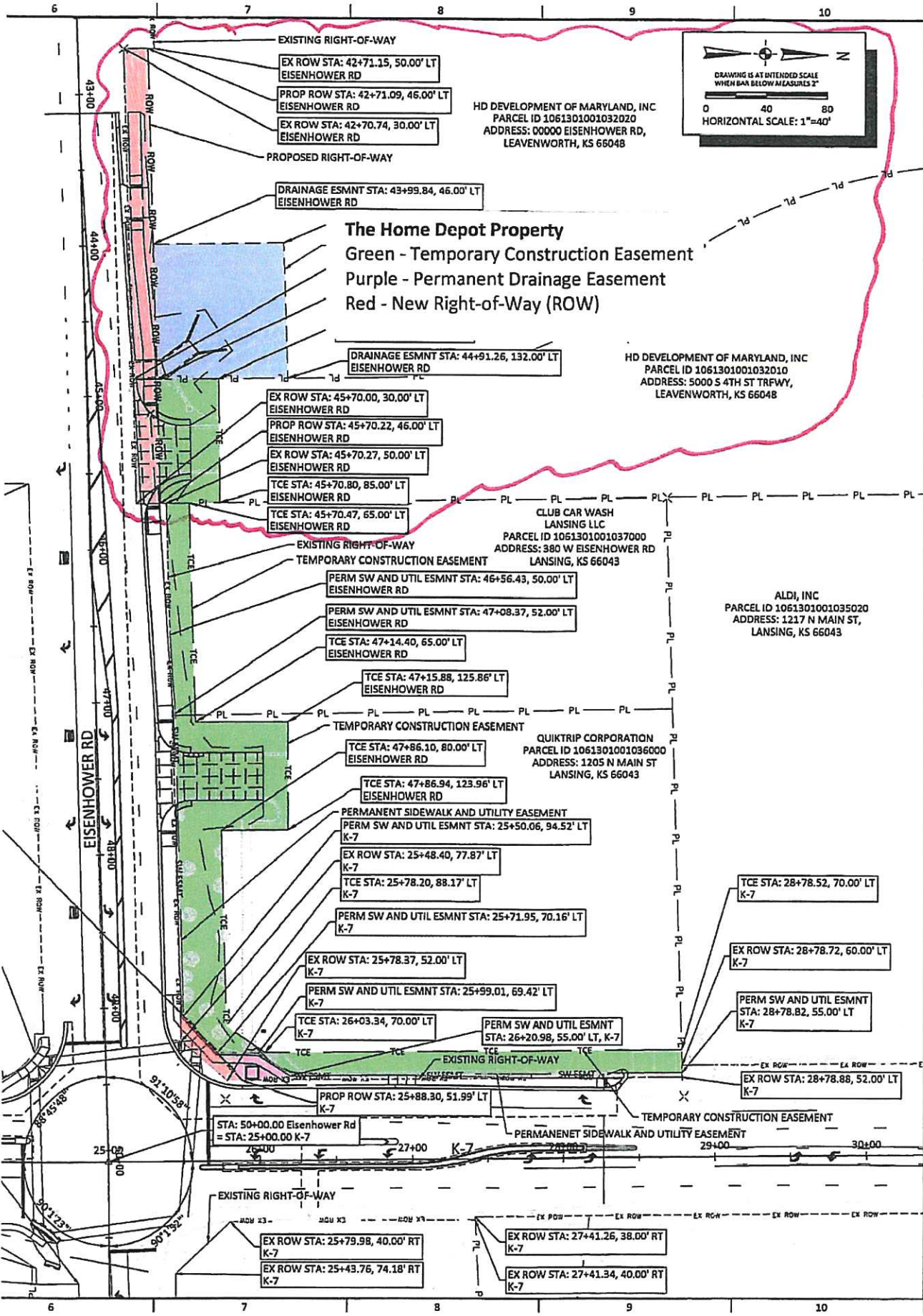
Staff recommends that the City Commission approve Resolution B-2300 regarding the appropriation of private property for public purposes.

ATTACHMENTS:

Map

Resolution B-2300

KSA 26-201 related to Kansas condemnation power



DRAWING IS AT INTENDED SCALE
WHEN BAR BELOW MEASURES 2"

0 40 80
HORIZONTAL SCALE: 1"=40'

EXISTING RIGHT-OF-WAY
EX ROW STA: 42+71.15, 50.00' LT
EISENHOWER RD
PROP ROW STA: 42+71.09, 46.00' LT
EISENHOWER RD
EX ROW STA: 42+70.74, 30.00' LT
EISENHOWER RD
PROPOSED RIGHT-OF-WAY

HD DEVELOPMENT OF MARYLAND, INC
PARCEL ID 1061301001032020
ADDRESS: 00000 EISENHOWER RD,
LEAVENWORTH, KS 66048

DRAINAGE ESMNT STA: 43+99.84, 46.00' LT
EISENHOWER RD

The Home Depot Property
Green - Temporary Construction Easement
Purple - Permanent Drainage Easement
Red - New Right-of-Way (ROW)

DRAINAGE ESMNT STA: 44+91.26, 132.00' LT
EISENHOWER RD

HD DEVELOPMENT OF MARYLAND, INC
PARCEL ID 1061301001032010
ADDRESS: 5000 S 4TH ST TRFWY,
LEAVENWORTH, KS 66048

EX ROW STA: 45+70.00, 30.00' LT
EISENHOWER RD
PROP ROW STA: 45+70.22, 46.00' LT
EISENHOWER RD
EX ROW STA: 45+70.27, 50.00' LT
EISENHOWER RD
TCE STA: 45+70.80, 85.00' LT
EISENHOWER RD
TCE STA: 45+70.47, 65.00' LT
EISENHOWER RD

CLUB CAR WASH
LANSING LLC
PARCEL ID 1061301001037000
ADDRESS: 380 W EISENHOWER RD
LANSING, KS 66043

ALDI, INC
PARCEL ID 1061301001035020
ADDRESS: 1217 N MAIN ST,
LANSING, KS 66043

EXISTING RIGHT-OF-WAY
TEMPORARY CONSTRUCTION EASEMENT
PERM SW AND UTIL ESMNT STA: 46+56.43, 50.00' LT
EISENHOWER RD
PERM SW AND UTIL ESMNT STA: 47+08.37, 52.00' LT
EISENHOWER RD
TCE STA: 47+14.40, 65.00' LT
EISENHOWER RD

TCE STA: 47+15.88, 125.86' LT
EISENHOWER RD

TEMPORARY CONSTRUCTION EASEMENT
TCE STA: 47+86.10, 80.00' LT
EISENHOWER RD
TCE STA: 47+86.94, 123.96' LT
EISENHOWER RD

QUIKTRIP CORPORATION
PARCEL ID 1061301001036000
ADDRESS: 1205 N MAIN ST
LANSING, KS 66043

PERMANENT SIDEWALK AND UTILITY EASEMENT
PERM SW AND UTIL ESMNT STA: 25+50.06, 94.52' LT
K-7

EX ROW STA: 25+48.40, 77.87' LT
K-7
TCE STA: 25+78.20, 88.17' LT
K-7

PERM SW AND UTIL ESMNT STA: 25+71.95, 70.16' LT
K-7

EX ROW STA: 25+78.37, 52.00' LT
K-7

PERM SW AND UTIL ESMNT STA: 25+99.01, 69.42' LT
K-7
TCE STA: 26+03.34, 70.00' LT
K-7

PERM SW AND UTIL ESMNT
STA: 26+20.98, 55.00' LT, K-7

TCE STA: 28+78.52, 70.00' LT
K-7

EX ROW STA: 28+78.72, 60.00' LT
K-7

PERM SW AND UTIL ESMNT
STA: 28+78.82, 55.00' LT
K-7

EX ROW STA: 28+78.88, 52.00' LT
K-7

STA: 50+00.00 Eisenhower Rd
= STA: 25+00.00 K-7

PROPR ROW STA: 25+88.30, 51.99' LT
K-7

EXISTING RIGHT-OF-WAY
EX ROW STA: 25+79.98, 40.00' RT
K-7
EX ROW STA: 25+43.76, 74.18' RT
K-7

EX ROW STA: 27+41.26, 38.00' RT
K-7
EX ROW STA: 27+41.34, 40.00' RT
K-7

NO.	REVISIONS	DATE

RIGHT-OF-WAY PLAN

**US-73/K-7 AND EISENHOWER RD
INTERSECTION IMPROVEMENTS
LANSING, KS**

Alfred Benesch & Company
 11010 Haskell Avenue, Suite 200
 Kansas City, Kansas 66108
 Ph: 913-441-1100 Job No. - 130701

PROJECT	52 KA-5575-01
DATE	10/29/2021
SHEET NO.	4 of 132

(Publish in the Leavenworth Times on November 12, 2021)

RESOLUTION NO. B-2300

A RESOLUTION DECLARING THE NECESSITY TO APPROPRIATE PRIVATE PROPERTY CONNECTED WITH THE K-7 AND EISENHOWER INTERSECTION IMPROVEMENT PROJECT, FOR THE USE OF THE CITY AND AUTHORIZING A SURVEY AND DESCRIPTION LAND OR INTEREST TO BE CONDEMNED TO BE PREPARED

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

Section 1: That the Governing Body of the City of Leavenworth, Kansas, does hereby deem it necessary to appropriate private property for the use of the City for the purpose of rights-of-way, permanent easements and temporary construction easements to complete the K-7 and Eisenhower Intersection Improvement Project to include curb and gutter, sidewalks, asphalt pavement, storm drainage systems, and other improvements as shown on the plan documents.

Section 2: That the Governing Body of the City of Leavenworth, Kansas, does hereby authorize a survey and description of the land or interest to be condemned to be made by a licensed land surveyor or a professional engineer who is competent to conduct a land survey and filed with the City Clerk.

Section 3: That this resolution shall be published once in the official city newspaper as provided by K.S.A. 26-201.

Section 4: This resolution shall be effective upon passage and publication as provided by law.

Passed and approved this 9th day of November 2021.

Nancy D. Bauder, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

26-201. Cities; authority to condemn; interest acquired; resolution, notice, ordinance; exercise of power. A city shall have the right to acquire by condemnation any interest in real property, including a fee simple title thereto, but cities shall not have the right to acquire a fee simple title to property condemned solely for street purposes. Whenever it shall be deemed necessary by the governing body of any city to appropriate private property for the use of the city for any purpose whatsoever, the governing body shall by resolution declare such necessity and authorize a survey and description of the land or interest to be condemned to be made by a licensed land surveyor or a professional engineer who is competent to conduct a land survey and filed with the city clerk. Such resolution shall be published once in the official city newspaper. Upon the filing of the survey and description of the land or interest to be condemned the governing body shall by ordinance authorize and provide for the acquisition of such land or interest, setting forth such condemnation, the interest to be taken and for what purpose the same is to be used. If in the opinion of the governing body any property is specially benefited by the proposed improvement such property shall be designated as the benefit district and the same shall be fixed by the ordinance authorizing and providing for the acquisition of the land or interest. The governing body, as soon as practicable after passage of the ordinance authorizing and providing for the appropriation of such land or interest and the fixing of the benefit district, if any is fixed, shall proceed to exercise the power of eminent domain in accordance with the eminent domain procedure act.

History: R.S. 1923, 26-201; L. 1963, ch. 234, § 71; L. 1967, ch. 211, § 1; L. 1972, ch. 147, § 1; L. 2006, ch. 192, § 10; July 1.

Source or Prior Law:

L. 1913, ch. 86, § 1; Revised, 1923.

POLICY REPORT PWD NO. 2021-40

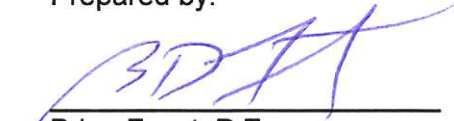
**CONSIDER AUTHORIZING THE MAYOR TO SIGN A THREE-PARTY
AGREEMENT BETWEEN THE CITY, KDOT AND BRUNGARDT HONOMICHL & COMPANY FOR
IMPROVEMENTS ON 4TH STREET
FROM CHOCTAW STREET TO SENECA STREET**

KDOT PROJECT NO. 73-52 KA-5990-01
CITY PROJECT NO. 2020-939

November 9, 2021

Prepared by:

Reviewed by:



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



Paul Kramer,
City Manager

ISSUE:

Consider authorizing the Mayor to sign a Contract for Preliminary Engineering (PE) Design Services with Brungardt Honomichl & Company (BHC) and KDOT for the 4th Street Improvements (US-73 from Choctaw to Seneca). This project is part of the City Connecting Link Improvement Program (CCLIP).

BACKGROUND:

During the September 21, 2021 meeting, the Commission authorized City Staff to work with KDOT and BHC to create a three-party agreement for Preliminary Engineering. The cost for the design services is estimated at \$325,331.54 with KDOT covering up to \$276,531.81 (85%) of the participating costs of the Preliminary Engineering. The City will be responsible for the remaining PE costs. Staff reviewed the agreement and recommends approval.

When dealing with multiple parties to finalize an agreement during a time when key players were required to work from home, the process took more time than anticipated. The City had planned on a significant portion of the design to be completed in 2021. If that had occurred, construction would have likely started later in 2022. With the extended time to get the agreement in place, it is likely that construction will not commence until Spring 2023.

POLICY:

The City's Purchasing Policy requires that the contract be submitted to the City Commission for consideration. KDOT also requires that the Mayor sign the three-party agreement.

RECOMMENDATION:

Staff recommends that the City Commission authorize the Mayor to sign the Contract for Preliminary Engineering Design Services. This is the three-party agreement between the City, BHC and KDOT. Total design services cost is \$325,331.54.

ATTACHMENTS:

Contract for Preliminary Engineering (PE) Design Services
KDOT Instructions for Contract
Policy Report from September 21, 2021

**CONTRACT FOR
PRELIMINARY ENGINEERING (PE) DESIGN SERVICES
BY CONSULTANT
(COST PLUS NET FEE AGREEMENT)**

CMS CONTRACT NO. _____

**PROJECT NO. 52 KA-5990-01
ACNHP-A599(001)
CITY OF LEAVENWORTH, KANSAS**

THIS AGREEMENT is by and among **City of Leavenworth, Kansas**, (the “LPA” or “Local Public Authority”), as principal, and the consulting engineering firm of **Brungardt Honomichl & Company, P.A.** (the “Consultant”), and the **Secretary of Transportation of the State of Kansas** acting by and through the Kansas Department of Transportation (KDOT) (the “Secretary”). The Secretary will act as agent for the LPA pursuant to authority set forth in K.S.A. § 68-169, *et seq.* The LPA, Consultant, and Secretary are collectively referred to as the “Parties.”

RECITALS:

- A. The LPA has submitted an official request to the Secretary stating the LPA desires participation in the cost of the Preliminary Engineering (PE) services, as well as the construction cost for the Project. The Project will be financed with the aid of Federal and/or State, and LPA funds. The Project will be developed following the rules and regulations promulgated by the U.S. Department of Transportation in the Federal-Aid Policy Guide.
- B. The LPA’s engineering forces will be unable to handle the work involved within the desired completion date and consequently, the LPA desires to utilize the PE services of the Consultant, as further described in this Agreement.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. “**Consultant**” means the consulting engineering firm of Brungardt Honomichl & Company, P.A., a Kansas professional association, with its place of business at 7101 College Boulevard, Suite 400, Overland Park, KS 66210.

3. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
4. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
5. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
6. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
8. **“LPA”** means the City of Leavenworth, Kansas, with its place of business located at 100 N 5th Street, Leavenworth, KS 66048.
9. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
10. **“Notice to Proceed”** means the written notice from the Secretary or designee authorizing the Consultant to begin performance of services.
11. **“Participating Costs”** mean means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
12. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, the LPA, and the Consultant.
13. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
14. **“Project”** means Project No. 52 KA-5990-01 consisting of pavement replacement with curb and gutter, storm sewer, sidewalks, and relocation of traffic signal(s) located on US-73/K-92/K-7 from Choctaw Street to Seneca Street in Leavenworth, Kansas, and for which the LPA needs Preliminary Engineering services.
15. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

ARTICLE II

SCOPE OF PE DESIGN SERVICES:

1. Phase I: Design and plan preparation of Grading and Surfacing for the above described Project, including Special Specifications as required.

Phase II: The review and recommendations for approval of all shop drawings and drawings for falsework as may be required, except for items designed by others.

2. The LPA requested and has received a proposal for Phases I and II (PE services for plan preparation) from the Consultant for the following proposed construction improvements:

Grading and Surfacing: 0.25 Miles Bridge: N/A

3. The LPA requires that the scope of PE services to be provided by the Consultant be in accordance with the Consultant's proposal and regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary.
4. The PE services to be performed by the Consultant for Phase I and II* will include, but not necessarily be limited to, the following as indicated thusly (+):

Surveys

- | | |
|---|--|
| <input type="checkbox"/> (+) Topographical Survey | <input type="checkbox"/> Geological Survey |
| <input type="checkbox"/> Relocation Survey | <input type="checkbox"/> Bridge Soundings |
| <input type="checkbox"/> Normal Field Survey | <input type="checkbox"/> R/W Survey |

Plans, Specifications & Estimates

1) Road

2) Bridges

- | | |
|--|---|
| <input type="checkbox"/> Balanced Grading Plan | <input type="checkbox"/> Contour Maps |
| <input type="checkbox"/> (+) Pavement Design | <input type="checkbox"/> Bridge Layout Cost |
| <input type="checkbox"/> Culvert Designs | <input type="checkbox"/> Cost Completion |
| <input type="checkbox"/> R/W Descriptions | <input type="checkbox"/> Bridge (Superstructure) |
| <input type="checkbox"/> R/W Strip Map | <input type="checkbox"/> Bridge (Substructure) |
| <input type="checkbox"/> (+) Surfacing Plans | <input type="checkbox"/> Detailed Bridge Plans |
| <input type="checkbox"/> (+) Storm Sewers | <input type="checkbox"/> Special Provisions |
| <input type="checkbox"/> Special Provisions | <input type="checkbox"/> *Review Shop Drawings |
| <input type="checkbox"/> (+) Construction Cost Estimate | <input type="checkbox"/> *Review Falsework Drawings |
| <input type="checkbox"/> R/W Staking | <input type="checkbox"/> Construction Cost Estimate |
| <input type="checkbox"/> (+) Traffic Control Plan | |
| <input type="checkbox"/> (+) Other Streetscape study and design & Traffic signal modification design | |
| <input type="checkbox"/> Other phases if involved: ___ | |

5. The proposed Project will be constructed on said route to equal or exceed the Secretary's approved design guidelines for the following:
 - (a) Average Annual Daily Traffic (AADT) = 15,000 for Design Year Traffic.
 - (b) Minimum Design Speed equal to or greater than posted speed.
 - (c) Current design criteria (See Special Attachment No. 6).

ARTICLE III

LPA RESPONSIBILITIES:

1. Secretary Authorization. The Secretary is authorized by the LPA to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. Use of Consultant. The LPA will employ the Consultant to perform the PE described in Phases I and II of this Agreement for the fee, and in the manner stipulated in this Article III and in general accordance with the Consultant's proposal.
3. Progress Review. The LPA will review the Consultant's schedule, preliminary concepts and/or layouts prior to detailed progress of the work and will monitor the Consultant's actual progress throughout the period of this Agreement.
4. Compensation. The LPA will compensate the Consultant for the PE services for Phases I and II described in Article II and Article V of this Agreement as follows:
 - (a) Total Compensation. Total compensation for Phases I and II of the PE services may not exceed \$325,331.54. Compensation will be made based on a net fee amount of \$24,224.41 and the Consultant's reimbursable actual cost. The actual costs must be incurred in conformity with the cost principles established in the Federal-Aid Policy Guide and 48 C.F.R. Part 31, *et seq.*
 - (b) Reimbursement by the Secretary. The LPA will administer payments to the Consultant, including any portions borne by the Secretary. The Secretary will reimburse the LPA up to eighty-five percent (85%) of the Participating Costs of PE, or \$276,531.81, whichever is less.
 - (c) LPA's Contribution. The LPA is responsible for fifteen percent (15%) of the Participating Costs of PE for Phases I and II (PE services for plan preparation of the Project) until the Secretary's funding limit is reached and any costs which may occur above the Secretary's estimated contribution as set forth in Article III, 4b above and all costs above the total compensation limit of \$325,331.54 (overages).

5. Progressive Payments.

- (a) Partial Payment. During the progress of work covered by this Agreement, partial payments for Phases I and II may be made to the Consultant from the LPA within thirty (30) days of receipt of proper billing, but at intervals of not less than one calendar month. Progress billing must be supported by a progress schedule acceptable to the LPA and Secretary, which includes a statement of the percentage of work completed and the actual costs incurred during the billing period.
- (b) Retainage. The LPA will pay one hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the Consultant to the LPA after the Secretary's award of the construction contract(s) for the LPA. After award of the construction contract(s), the Consultant may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the Consultant may request payment of one hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the Consultant when the Agreement has been audited by the Secretary.

6. Final Payment.

- (a) Voucher-Phase II. The voucher for final payment from the LPA for Phase II due under provisions of this Agreement may be submitted after the acceptance and approval of the work by the LPA and the Secretary.
- (b) Voucher-Phase I. In the event a construction contract has not been awarded for any Project segment within six (6) months from the date of approval of construction plans, the voucher for final payment of Phase I may be submitted without further delay.
- (c) Final Audit. Final payments for Phases I and II due under provisions of this Agreement will be made within ninety (90) days after completion of a final audit of the Consultant by representatives of the Secretary.

7. Hold Harmless Clause. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the LPA shall indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, and damages to persons or property or claims of any nature whatsoever arising out of or in connection

with the provisions or performance of this Agreement by the LPA, its agents, employees, or subcontractors resulting from negligent acts, errors, or omissions from the LPA's operation in connection with the PE services to be performed under this Agreement.

8. Organizational Requirements.
 - (a) Dun & Bradstreet. If it has not already done so, the LPA shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).
 - (b) System for Award Management. The LPA agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

ARTICLE IV

SECRETARY RESPONSIBILITIES:

1. Notice to Proceed. The Secretary will issue a written Notice to Proceed to the LPA and the Consultant regarding the approved date for the Consultant to begin work.
2. Available Drawings. Upon request, the Secretary will furnish to the Consultant any available design standard drawings or other plan sheets at actual cost.
3. Status Notification. The Secretary will notify the LPA and the Consultant of receipt and review status of received plans and documents.
4. Reimbursement to the LPA. The Secretary will reimburse the LPA up to eighty-five percent (85%) of the Participating Costs of PE, or \$276,531.81, whichever is less. The LPA will be responsible for any overages.
5. Progressive Payments.
 - (a) Partial Payment. During the process of work covered by this Agreement, partial payments may be made to the LPA after receipt of proper billing indicating payments to the Consultant and supported by a progress schedule all found acceptable to the Secretary.
 - (b) Retainage. The Secretary will pay one hundred percent (100%) of all partial billings up to ninety-five percent (95%) of the upper limit of compensation after the LPA's share (if any) has been deducted. Any further amount due, including the voucher for final payment for Phase I under provisions of this Agreement, may be submitted by the LPA to the Secretary after the Secretary's award of the construction contract(s) for the LPA. After award

of the construction contract(s), the LPA may request any remainder due minus a \$500.00 retainage or the amount earned in excess of ninety-five percent (95%) of the upper limit, whichever is less. When partial payments do not reach ninety-five percent (95%) of the upper limit, the LPA may request payment of one hundred percent (100%) of the amount earned minus a \$500.00 retainage. The retainage amount will be released to the LPA when the agreement has been audited by the Secretary.

6. Final Payment to the LPA.

- (a) Final payment to the LPA will be made within ninety (90) days after receipt of proper billing and final approvals, utilizing an accounting procedure similar to that as outlined in Article III, paragraph 5(a) provided all administrative audits and other procedures in connection therewith have been completed. If such procedures have not been completed within ninety (90) days, then payment will be made upon completion thereof.
- (b) It is the policy of the Secretary to make any final payments to the LPA for PE services related to the Project in a timely manner. The Single Audit Standards set forth in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
- (c) The Secretary may pay any final amount due for the authorized work performed based upon the LPA's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the LPA for items subsequently found to be Non-Participating or not eligible for reimbursement by audit.

ARTICLE V

CONSULTANT RESPONSIBILITIES:

1. PE Services. The Consultant agrees to perform the scope of PE services as indicated in Article II of this Agreement. More specifically, the Consultant agrees to design the Project as follows:
 - (a) The Consultant will prepare detailed design plans and construction drawings in conformity with the state and federal design criteria appropriate for the Project, in accordance with either the current version of the American Association of State Highway and Transportation Officials (AASHTO) “Green Book,” A Policy on Geometric Design of Highways and Streets, or the current version of the KDOT Local Projects LPA Project Development Manual, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Geotechnical Bridge Foundation Investigation Guidelines, the current version of the Bureau of Traffic Engineering’s Traffic Engineering Guidelines, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the Bureau of Road Design’s Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of FHWA pertaining to the Project.
 - (b) Upon their completion, the Consultant will submit the Design Plans to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 1(a) above. The Design Plans must be signed and sealed by a licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. Rights of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the rights of way descriptions. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*
 - (c) The Consultant will prepare revised Design Plans, as requested by representatives of the LPA or the Secretary, made necessary by field check and/or office check review recommendations, errors, omissions, or negligence of the Consultant, at any time prior to the completion and final acceptance of the construction contract(s) covering the Project. Such revised Design Plans will be made by the Secretary or the LPA at the Consultant’s expense.

- (d) The Consultant will prepare the Design Plans for the Project for such parts or sections, and in such order of completion, as designated by the LPA and in conformance with the Project's current official schedule as issued by the Secretary. Further, the Consultant agrees to complete all Design Plan development stages no later than the due dates on the Project's current official schedule as issued by the Secretary, exclusive of delays beyond the Consultant's control.
- (e) The Consultant will make the necessary field surveys to determine horizontal and vertical alignment for the proposed Project.
- (f) The Consultant will prepare and furnish one (1) set of plans (white background) of preliminary Design Plans for field check and review to the LPA and the Secretary. These preliminary Design Plans must, at a minimum, contain the plan sheets and information thereon as required in the KDOT Design Manual and contain such other special plan sheets as the Consultant and/or the Secretary deem necessary.
- (g) The Consultant will attend the field check of the Project with representatives of the Secretary and the LPA.
- (h) The Consultant will complete the Design Plans incorporating changes which may have been agreed to during the field check, and include with such Design Plans estimates of quantities, special provisions, supplemental specifications and an updated estimate of cost.
- (i) The Consultant will submit one (1) complete set of plans (white background) to the LPA and the Secretary for office check review along with copies of special provisions, supplemental specifications and the updated cost estimate.
- (j) The Consultant will submit one (1) set of final plans and copies of the updated construction cost estimate, special provisions, and supplemental specifications to the LPA and the Secretary.
- (k) Upon request, the Consultant will furnish one (1) copy of all design calculations to the Secretary.
- (l) The Consultant will furnish final and complete Design Plans to the LPA and the Secretary for final review no later than the due date in the Project's current official schedule as issued by the Secretary, exclusive of time required for reviews by the reviewing parties and delays beyond the Consultant's control.

- (m) The Consultant will prepare and furnish the Secretary with supplemental specifications covering all special fabrication or construction features not covered by the KDOT Standard Specifications for State Road and Bridge Construction, except for items designed by others.
- (n) The Consultant will review shop drawings and falsework drawings, as may be required for the Project (if indicated in the scope of PE services in Article II, paragraph 4 of this Agreement).
- (o) The Consultant will have available at the Consultant's office all plans being prepared and supporting information for review by the LPA and the Secretary.
- (p) The Consultant will provide all plans, drawings and documents pertaining to the Project to the LPA, prepared in accordance with the Secretary's standard practice. All such plans, drawings and documents will become the property of the LPA upon their completion in accordance with the terms of this Agreement, without restrictions as to their future use.
- (q) The Consultant will provide traffic control signing on or along any road, street or highway where the Consultant has crews working. The size, shape, color and placement of all signs must comply with the current version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, as adopted by the Secretary.
- (r) The Consultant, the LPA, and Secretary may arrange for such conferences as may be deemed necessary or desirable and that work in progress may be viewed at the Consultant's offices.
- (s) An extension of time shall be granted the Consultant for delays recognized by the LPA and Secretary as unavoidable; provided however, such extension of time must be requested by the Consultant in writing, stating the reasons for such delays.

2. Additional Obligations. In addition to the scope of PE services, the Consultant will assume the following obligations:

- (a) The Consultant will furnish two (2) copies of each proper billing to the LPA.
- (b) The Consultant will accept compensation for the performance of PE services described in such amounts and at such intervals as indicated in Article III, paragraphs 4-6.
- (c) In the event the scope of the Project changes to a point where, with the Secretary's concurrence, the Consultant and the LPA mutually agree a

supplemental agreement to this Agreement is necessary to provide for authorized extras, all payments for work performed to that date will be due and payable within ninety (90) days after the date of the supplemental agreement, provided, however, a proper billing has been received from the Consultant.

- (d) The Consultant will prepare an estimated schedule, if different from the official KDOT schedule, for performance of PE services (Forward the schedule to the LPA and the Secretary) identified in Article III, paragraph 1, of this Agreement (may be bar chart or other acceptable method) and report to the LPA (and the Secretary upon request) actual progress at monthly intervals or at a mutually agreeable interval approved by the LPA and Secretary.
 - (e) The Consultant will not, without prior written approval from the Secretary, exceed the upper limit of the PE services fee described and agreed to by the Parties herein. Failure to receive written approval will result in loss of compensation for this work by the Consultant.
 - (f) The Consultant will make all documents and accounting records pertaining to the work covered by this Agreement available at the Consultant's office to representatives of the LPA and the Secretary for audit for a period of three (3) years after the date of final payment.
 - (g) The Consultant will accept full responsibility for payment of Unemployment Insurance, Workers' Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions required by State and Federal Law for the Consultant's employees engaged in work authorized by this Agreement.
 - (h) The Consultant will become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
 - (i) The Consultant will be responsible for any and all damages to property or persons arising out of negligent acts, errors or omissions in the Consultant's performance of PE services under this Agreement.
3. Responsibility for Adequacy of Design. The Consultant shall have the sole responsibility for the adequacy and accuracy of the Design Plans. Any review of these items performed by the LPA or the Secretary or their representatives is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide adequate and accurate Design Plans. Reviews by the Secretary are not done for the benefit of the Consultant, the construction contractor, the LPA, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity

concerning the adequacy or accuracy of the Design Plans, or any other work performed by the Consultant or the LPA.

4. Use Restricted Documents (23 U.S.C. § 409). This Agreement may result in the Consultant using the reports, surveys, schedules, lists, or data compiled or collected by the Secretary that are use restricted pursuant to 23 U.S.C. § 409. Such reports, surveys, schedules, lists or data are watermarked “Use Restricted 23 U.S.C. § 409” which provides the Secretary with an evidentiary privilege that may only be asserted by counsel for KDOT as to evidence against KDOT in litigation. The Secretary requires any documents the Consultant receives which are watermarked “Use Restricted 23 U.S.C. § 409” shall only be used for this Agreement. Further, the Consultant must maintain and not remove the 23 U.S.C. § 409 watermark. (See Special Attachment No. 8).
5. General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Consultant shall indemnify, hold harmless, and save the LPA, the Secretary, and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Consultant, its agents, employees or subcontractors resulting from the Consultant’s negligent acts, errors, mistakes or omissions in performing the PE services under this Agreement.
6. Certificate of Compliance with K.S.A. § 46-239(c). The Consultant certifies it is in compliance with K.S.A. § 46-239(c) Disclosure Statements by signing the Certificate of Compliance, Special Attachment No. 7, which is attached to and made a part of this Agreement.
7. Certification Regarding Sexual Harassment. The Consultant agrees to comply with Executive Order 18-04 (February 5, 2018), by signing the Policy Regarding Sexual Harassment Special Attachment, which is attached to and made a part of this Agreement.
8. Certification Regarding No Boycott of Israel. If the total value of this Agreement exceeds \$100,000.00, a Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel will be included as Special Attachment No. 2 to this Agreement and made a part thereof.

ARTICLE VI

GENERAL PROVISIONS:

1. No Assignment without Prior Consent. The PE services to be performed by the Consultant under the terms of this Agreement are personal and the Consultant shall not sublet or assign all or any part of the PE services under this Agreement without the prior written consent of the LPA and the Secretary. Consent by the LPA and the Secretary to assign, sublet or

otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement. All the applicable terms of this Agreement remain in force and are a condition to any PE services approved to be sublet or assigned. Specific reference is made to Nondiscrimination and Equal Employment Opportunity, as applicable to the subcontract.

2. Termination by the LPA. The LPA reserves the right with the Secretary's approval to terminate all or part of this Agreement at any time upon written notice to the Consultant. Such notice will be sent not less than ten (10) days in advance of the termination date stated in the notice.
3. Termination by the Consultant. The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
4. Effect of Termination.
 - (a) In the event the Agreement is terminated by the LPA and the Secretary without fault on the part of the Consultant, the Consultant shall be paid for the work performed or PE services rendered before the termination date as Article III provides.
 - (b) In the event the PE services of the Consultant are terminated by the LPA and the Secretary for fault including, but not limited to: unreasonable delays in performance; failure to respond to LPA or the Secretary's requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid the reasonable value of the PE services performed or rendered and delivered to the Secretary up to the time of termination. The value of the PE services performed, rendered and delivered will be determined by the Secretary in consultation with the LPA. The Consultant may appeal the determination to the Deputy Secretary of Transportation/State Transportation Engineer. The State Transportation Engineer's decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*
5. Continuation of Services. In the event of the death of any member or partner of the Consultant's firm, the surviving member shall complete the PE services, unless otherwise mutually agreed upon by the LPA and the Secretary and the survivors, in which case the Consultant shall be paid as set forth in paragraph 4(b) above.
6. Employees of LPA and the Secretary. The Consultant will not, without written permission from the Secretary, engage the services of any person or persons in the employment of the LPA or the Secretary for any work required by the terms of this Agreement.

7. Audit. The Secretary may require the Consultant and subcontractors to be available for audit at the Secretary's discretion. Accounting methods, cost documentation, and books of said parties will be maintained in accordance with generally accepted accounting principles and will conform to the appropriate provisions of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. Overhead Rate Audit. The overhead rate will be submitted by the Consultant for audit within seventy-five (75) days after the completion of the Consultant's fiscal year. The Consultant will assemble work papers for audit at its normal place of business. The overhead rate may be audited on a yearly basis and adjusted at the time of the audit review. If the overhead rate increases or decreases, previous payments may be adjusted so the Consultant is reimbursed for the actual cost for that fiscal year.
9. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the LPA, the Consultant and their successors and assigns.
10. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
11. Prohibited Use of Certain Technologies. All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.
12. Buy America Compliance. The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.
13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

14. Severability. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

ARTICLE VII

INCORPORATION OF DOCUMENTS: The correlation, interpretation, and intent of the Agreement Documents, including the Agreement and Special Attachments thereto, shall be as follows:

1. Special Attachment No(s). One (1) through Twelve (12), including DA-146a (Rev. 07.16.19), are attached and made a part of this Agreement.
2. The Agreement, the Notice to Proceed and all supplemental agreements shall be included as the Agreement Documents.
3. The Agreement Documents comprise the entire Agreement between the Secretary, the Consultant and the LPA; they may be altered only by supplemental agreement.
4. The Agreement Documents are complimentary; that is, what is called for by one is binding as if called for by all. If the Consultant or the LPA finds a conflict, error, or discrepancy in the Agreement Documents, the Consultant or the LPA will call it to the Secretary's attention before proceeding with the work affected thereby. In resolving such conflicts, errors, and discrepancies, the Documents shall be given precedence in the following order: Supplemental Agreement, this Agreement and Notice to Proceed.

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

RECOMMEND FOR APPROVAL:

CITY OF LEAVENWORTH, KANSAS

Leavenworth City Engineer (Date)

Mayor of Leavenworth (Date)

ATTEST:


Leavenworth City Clerk (Date)

ATTEST:

BY 
Name TARA BURDETT

TITLE FINANCE DIRECTOR

BRUNGARDT HONOMICHL & COMPANY, PA:

 11/03/2021
Name Randall J. Gorton (Date)

TITLE Vice-President

Kansas Department of Transportation
Secretary of Transportation

Burt Morey, P. E. (Date)
Deputy Secretary and
State Transportation Engineer

INDEX OF ATTACHMENTS

Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Certification of Company Not Currently Engaged in a Boycott of Goods or Services From Israel
Special Attachment No. 3	Civil Rights Act
Special Attachment No. 4	Example Voucher for LPA to voucher KDOT
Special Attachment No. 5	Contractual Provisions Attachment (DA-146a, Rev. 07.16.19)
Special Attachment No. 6	Current Design Criteria
Special Attachment No. 7	Certificate of Compliance with K.S.A. 46-239(c)
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ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER: 52 KA-5990-01	COUNTY/CITY: City of Leavenworth	Total Estimate
LOCATION:	US 73 from Choctaw to Seneca	
WORK ITEM:	DATE:	9/14/2021

1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Principal	56.00	112.00	6,272.00	
Project Manager	51.80	452.00	23,413.60	
Sr. Project Engineer	45.80	140.00	6,412.00	
Design Engineer	30.10	140.00	4,214.00	
Sr. Engineering Technician	37.90	600.00	22,740.00	
Survey Manager	50.00	30.00	1,500.00	
Survey Technician	27.00	270.00	7,290.00	
Utility Supervisor	38.00	50.00	1,900.00	
SUBTOTAL LINE 1		1,794.00		73,741.60
2. SALARY RELATED AND GENERAL OVERHEAD (198.64)				146,480.31
3. SUBTOTAL (LINES 1 & 2)				220,221.91
4. NET FEE				24,224.41
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
RDG Planning & Design (see attached)	22,537.13	1.00	22,537.13	
Terracon (see attached)	7,701.29	1.00	7,701.29	
EchoGPR (no overhead rates)	7,500.00	1.00	7,500.00	
Utility Potholing (TBD)	13,725.00	1.00	13,725.00	
Sewer Inspection (TBD)	18,000.00	1.00	18,000.00	
Traffic Counts (TBD)	4,200.00	1.00	4,200.00	
Mileage	0.56	2,780.00	1,556.80	
Reproduction, Equipment Usage Charges, etc.	5,665.00	1.00	5,665.00	
SUBTOTAL LINE 5				80,885.22
TOTAL (LINES 3, 4 & 5)				325,331.54

ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER:	COUNTY/CITY: Leavenworth, KS
LOCATION: Leavenworth, KS	RDG
WORK ITEM:	DATE: 9/10/2021

1. DIRECT PAYROLL	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
POSITION/TITLE				
Senior Landscape Architect	38.10	160.00	6,096.00	
Principal	58.70	230.00	13,501.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 1		390.00		19,597.00
2. SALARY RELATED AND GENERAL OVERHEAD (177.25%)				347.36
3. SUBTOTAL (LINES 1 & 2)				19,944.36
4. NET FEE				2,592.77
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 5				0.00
TOTAL (LINES 3, 4 & 5)				22,537.13

ESTIMATE OF PRELIMINARY ENGINEERING FEE

PROJECT NUMBER:	COUNTY/CITY:
LOCATION:	Terracon
WORK ITEM:	DATE:

1. DIRECT PAYROLL				
POSITION/TITLE	RATE	ESTIMATED HOURS	AMOUNT	TOTAL
Driller III	32.30	8.00	258.40	
Driller II	19.85	8.00	158.80	
Field Engineer I	28.37	8.00	226.96	
Project Manager	53.25	3.00	159.75	
Senior Consultant	61.66	1.00	61.66	
Lab Technician	24.35	18.00	438.30	
			0.00	
			0.00	
SUBTOTAL LINE 1		46.00		1,303.87
2. SALARY RELATED AND GENERAL OVERHEAD 185.17%				2,414.38
3. SUBTOTAL (LINES 1 & 2)				3,718.25
4. NET FEE				334.64
5. DIRECT EXPENSES (TRAVEL, MATERIAL, SUB-CONSULTANT, ETC.) (BE DETAILED)				
ITEM	RATE	DAYS, MILES OTHER	AMOUNT	
Drill Rig (day)	70.00	1.00	70.00	
Mileage	0.56	140.00	78.40	
Traffic Control (subcontractor)	3,500.00	1.00	3,500.00	
			0.00	
			0.00	
			0.00	
			0.00	
			0.00	
SUBTOTAL LINE 5				3,648.40
TOTAL (LINES 3, 4 & 5)				7,701.29

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.



Vice-President

Signature, Title of Contractor

11/03/2021

Date

Randall J. Gorton

Printed

BRUNGARDT HONOMICHL & CO., P.A.

Name of Company

KANSAS DEPARTMENT OF TRANSPORTATION

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

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

ASSURANCE APPENDIX E

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

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

**"Example Billing - Cost Plus Net Fee Agreement"
Preliminary Engineering by Consultant**

Detailed Itemized Statement of Amount being Claimed by Consultant

Date 09-30-2001

Project No. 109 C-0000-01

For services from August 1, 2001 through August 31, 2001.

Billing Statement No. 1

A. Direct Payroll

Employee	Title	Hours	Rate	Extension	Totals
Ron Roads	Engineer	20	\$18.00	\$ 360.00	
Bill Bridges	Technician	100	\$15.00	\$1,500.00	
Carla Curbs	Technician	30	\$12.00	\$ 360.00	
Mary Median	Clerical	10	\$ 9.00	\$ 90.00	
				<u>\$2,310.00</u>	

Sub-Total = **\$2,310.00**

B. Salary Related and General Overhead @ 100.00 % = **\$2,310.00**

C. Total Payroll plus Overhead (A + B) **\$4,620.00**

D. Net Fee **\$460.00**

E. Total Direct Payroll, Overhead and Net Fee (C + D) **\$5,080.00**

F. Direct Expenses

Per Diem & Subsistence

Bill Bridges	10 days @ \$50/Day	\$500.00
Carla Curbs	3 days @ \$50/Day	<u>\$150.00</u>
		<u>\$650.00</u>

Mileage

Auto	500 miles @ \$0.20/mile	\$100.00
Pickup	500 miles @ \$0.20/mile	<u>\$100.00</u>
		<u>\$200.00</u>

Equipment Rental

Nuclear Density Meter	15 hours @ \$20/hour	\$300.00
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Testing Laboratory (Rockshaker Testing Co., Inc.)
See Attachment with hours and costs

\$420.00

Total Direct Expenses

\$1,570.00

G. TOTAL COST CLAIMED (E + F) **\$6,650.00**

SIGNATURE:

Company Representatives Name

Date

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

CURRENT DESIGN CRITERIA

1. All projects shall comply with either the current version of the American Association of State Highway and Transportation Officials (AASHTO) "Green Book", A Policy on Geometric Design of Highways and Streets, or the current version of the KDOT Project Development Manual for Non-National Highway System (NHS) Local Government Road and Street Projects, Volume. I, the Bureau of Local Projects Memorandums (BLP Memos), the KDOT Design Manual, the Geotechnical Bridge Foundation Investigation Guidelines, the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the Bureau of Design Road Memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and Project Special Provisions, and with the rules and regulations of the Federal Highway Administration pertaining thereto.
2. All efforts necessary to perform the preliminary engineering (PE) design services, including appropriate pavement design, etc., will be performed by the consultant. Projects developed will be processed through the Bureau of Local Projects (BLP) following procedures and items noted in the attachments that were sent to the Local Public Authority (LPA) at the time that consultant selection was initiated.
3. If right of way is required, the procedures shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. These procedures will be discussed at the Field Check.
4. The project plans format should follow that used by the KDOT and described in the KDOT Design Manual.
5. The "Kansas" title sheet shall be used unless there is Federal-Aid in the project.
6. Each sheet shall have a sheet and project number box in the upper right hand corner. When a title block is used, it shall be located in the lower right hand corner.
7. When plans are designed by a consulting engineer, the firm's name should not be presented unless in an unobtrusive manner.
8. For full size sheets, the border size shall be 21 inches x 33.5 inches and the trim size shall be 22 inches x 36 inches.
9. All quantities shall be compiled using the proper KDOT bid item and shall be recapitulated on a separate summary of quantities sheet.
10. KDOT will retain the original plans or a complete set of reproducible.

Revised 11-18-2005

11. Adjustment of utilities, when required, shall comply with the KDOT Utility Accommodation Policy and certification of the completed adjustments must be made prior to the plans, specifications and estimates (PS&E) approval of the project.
12. KDOT will perform the appropriate environmental studies on the projects and will provide clearance on the projects that qualify as categorical exclusions. Should any project require further environmental action or public involvement, it will be the responsibility of those performing the PE design services.
13. An official field check involving affected parties will be held for each project.
14. The BLP will develop a city/county/state agreement addressing financial arrangements and City/County and State responsibilities.

Revised 11-18-2005

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)


Purpose of Employment: _____

Method of determining compensation: _____

or

X _____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By:  _____
Randall J. Gorton

Date: 11/03/2021

Contract/
Project No: 52 KA-5990-01
(if applicable)

County: Leavenworth
(if applicable)

USE RESTRICTED 23 U.S.C. § 409

Certification of Final Indirect Costs

Firm Name: Brungardt Honomichl & Co., P.A.

Indirect Cost Rate Proposal: 198.64%

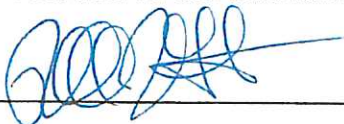
Date of Proposal Preparation (mm/dd/yyyy): 09-03-2021

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2021-12/31/2021

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:  _____

Name of Certifying Official (Print): Randall J. Gorton

Title: Vice-President

Date of Certification (mm/dd/yyyy): 09/03/2021

Certification of Final Indirect Costs

Firm Name: RDG Schutte Wilscam Birge Inc

Indirect Cost Rate Proposal: 177.25 %

Date of Proposal Preparation (mm/dd/yyyy): 3/26/21

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2020 - 12/31/20

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official (Print): Michelle Karamanlis

Title: Business Manager

Date of Certification (mm/dd/yyyy): 3/26/21

CONTRACTOR CERTIFICATION OF FINAL INDIRECT COST

Firm Name: Terracon Consultants, Inc.
Home Office Indirect Cost Rate: 185.17%
Field Office Indirect Cost Rate: 151.29%
Facilities Capital Cost of Money: 0.53%
Date of Preparation: May 6, 2021
Fiscal Year Covered: 01/01/2020 to 12/31/2020

I, the undersigned, certify that I have reviewed the information used to establish final indirect cost rates for the fiscal period as indicated in this audit, and to the best of my knowledge and belief:

- 1) All cost used to establish final indirect costs rates are allowable in accordance with the applicable cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.*
- 2) This submitted audit (inclusive of indirect costs) does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

Additionally, I certify that all known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect costs have been disclosed.

Signature: Wagner, Sheryl L
Name of Certifying Official: Sheryl L Wagner
Title: Director of Accounting / Vice President
Date of Certification: May 7, 2021

Digitally signed by Wagner, Sheryl L
DN: cn=Wagner, Sheryl L,
ou=General Users,
email=Sheryl.Wagner@terracon.com
Date: 2021.05.07 18:46:11 -0500



Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Brungardt Honomichl & Company, P.A.

DBA as Brungardt Honomichl & Company, P.A.

ISSUE DATE

07/23/2021

TRANSACTION ID

TSK7-DASB-RRAS

CONFIRMATION NUMBER

CR4C-HTXB-DYYD

TAX CLEARANCE VALID THROUGH 10/21/2021

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

RDG Schutte Wilscam Birge
DBA as RDG Planning & Desing

ISSUE DATE
07/12/2021

TRANSACTION ID
T3MD-ERP7-GHFH

CONFIRMATION NUMBER
CRJK-8P3E-PTDA

TAX CLEARANCE VALID THROUGH 10/10/2021

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Terracon Consultants, Inc.

ISSUE DATE

06/29/2021

TRANSACTION ID

TT68-BSRC-7DG7

CONFIRMATION NUMBER

CARF-TCMS-NJ55

TAX CLEARANCE VALID THROUGH 09/27/2021

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

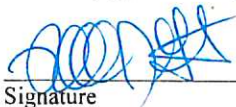
Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

BRUNGARDT HONOMICHL & CO. P.A.

Contractor Name (Type or Print)

By:



Signature

Randall J. Gorton

Printed Name

Vice-President

Title

11/03/2021

Date

REQUIRED CONTRACT PROVISION
CERTIFICATION - FEDERAL FUNDS - LOBBYING

Definitions

1. Designated Entity: An officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
2. Federal Grant: An award of financial assistance by the federal government (Federal Aid Highway Program is considered a grant program).
3. Influencing (or attempt): Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State or local government.
5. Recipient: All contractors, subcontractors or subgrantees, at any tier, of the recipient of funds received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated federal funds to influence federal contracting. Under this new section no appropriated funds may be used by the recipient of a federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this certification is required for participation in this project by federal law. For each failure to file a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401 "DISCLOSURE OF LOBBYING ACTIVITIES", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Local Projects.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.


The maker of this CERTIFICATION states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this CERTIFICATION submitted in regard to this contract.

The maker certifies that: No federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any federal grant or the extension, continuation, renewal, amendment or modification of any federal grant.

In the event that the maker subcontracts work in this contract, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

DATE: 11/03/2021



BY: Randall J. Gorton



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

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Phone: 785-296-3861
Fax: 785-296-2079
kdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

November 3, 2021

52 KA-5990-01
City of Leavenworth

Mr. Randal Gorton, P.E.
Brungardt Honomichl & Company, P.A.
7101 College Boulevard, Suite 400
Overland Park, Kansas 66210

Dear Mr. Gorton:

Attached is the Cost Plus Net Fee Agreement for Engineering Services (Preliminary Engineering) on the above noted project that were prepared from your submitted proposal. Please review the entire seventeen - (17) page document with the twelve (12) special attachments. Specifically note the compensation to the Consultant (Article III) and reimbursement to the County by the Secretary (Article IV, paragraph 4). The Agreement and special attachments should then be completed, signed and/or attested as follows:

1. Agreement - Page 15 - signed and attested by the City.
2. Agreement - Page 16 - signed and attested by the Consultant.
3. Special Attachment No. 2 (Certification) - Consultant signs and dates.
4. Special Attachment No. 7 (Certification) - Sheet 1 - Consultant answers questions, signs and dates.
5. Special Attachment No. 11 (Certification) – Consultant signs and dates.
6. Special Attachment No. 12 (Certification) – Consultant signs and dates.

The Consultant, after executing the Agreement should immediately forward the signed Agreement to the City. The City should execute the Agreement and email the digital copy to **Kathryn Waters at Kathryn.waters@ks.gov or Mike Bowser at mike.bowser@ks.gov** in the Bureau of Local Projects as soon as possible. **At each stage, the agreement should be kept intact as a complete document. Signature pages must be kept with the agreement and not forwarded to KDOT separately.** Processing of the Agreement will continue as noted in federal regulations 23 C.F.R.172.

When the Agreement has been fully signed and executed a copy the Agreement will be scanned and emailed to City and the Consultant for your records.

Sincerely,

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

Tod L. Salfrank
Assistant Bureau Chief

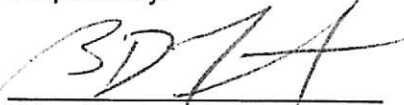
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Enclosures

POLICY REPORT PWD NO. 2021-32

CONSIDER AUTHORIZING THE CREATION OF A THREE PARTY
AGREEMENT BETWEEN THE CITY, KDOT AND BRUNGARDT HONOMICHL & COMPANY FOR
IMPROVEMENTS ON 4th STREET
FROM CHOCTAW STREET TO SENECA STREET
KDOT PROJECT NO. 73-52 KA-5990-01
CITY PROJECT NO. 2020-939

September 21, 2021

Prepared by:



Brian Faust
Director of Public Works

Reviewed by:



Paul Kramer
City Manager

ISSUE:

Consider authorizing City Staff to work with Brungardt Honomichl & Company (BHC) and KDOT on a three (3) party agreement for the 4th Street Improvements (US-73 from Choctaw to Seneca). This project is part of the City Connecting Link Improvement Program (CCLIP).

BACKGROUND:

In March of 2019, the City submitted CCLIP applications to KDOT for two (2) projects along 4th Street. The first project was from Choctaw to Delaware and the second was from Delaware to Seneca.

KDOT notified the City in July of 2020 that our project between Choctaw and Delaware was selected. The second project, between Delaware and Seneca was not. The CCLIP is a cost share program with KDOT covering 85% of eligible costs while the City's share is 15%. The maximum KDOT contribution will be \$1,000,000. Costs that are not eligible are acquisition of rights-of-way (ROW) and utility relocations. At this time, we do not envision additional ROW being required.

While not selected, the City requested that the second project (Delaware to Seneca) be included in the overall project limits. KDOT agreed and the City and KDOT previously signed Agreement No. 142-21 that includes the updated project limits.

With KDOT's participation in the project, there are a number of different steps along with additional paperwork that is required before a project can begin. Many of these items are above and beyond what is required if the project was funded using only city funds.

POLICY:

The City generally uses the Qualifications Base Selections process to select engineers for project design. The City posted a Request for Qualifications for design consultants and received five (5) submittals:

- BHC (Brungardt Honomichl & Company)
- MHS (McAfee Henderson Solutions, Inc.)
- JEO Consulting Group
- Affinis Corporation
- Wilson & Company

The review committee consisted of the following:

- Paul Kramer, City Manager
- Julie Hurley, Director of Planning & Community Development
- Brian Faust, Director of Public Works
- Michael Stephan, Project Manager
- Jacquelyn Porter, City Planner

The five (5) submittals were evaluated following established KDOT procedures and the top two (2) firms were interviewed. Based on the final ranking, BHC was identified as the top firm.

City staff has worked with BHC to negotiate a detailed project scope of services along with an estimated engineering fee for the work. This information has been provided to KDOT and they are in agreement with the estimate and hours.

RECOMMENDATION:

Staff recommends that the City Commission authorize staff to work with KDOT and BHC to create a three (3) party agreement for Preliminary Engineering (PE) for the improvements to US-73 from Choctaw Street to Seneca Street. Once the PE Agreement is developed, it will be brought back to the Commission for review and approval. Based on the Estimate of Preliminary Engineering Fees, the design cost will be \$325,331.54.

ATTACHMENTS:

Special Attachment No. 8 – Estimate of Preliminary Engineering Fee
Project Scope with Hours

POLICY REPORT PWD NO. 21-37

CONSIDER APPROVAL OF LOW BID FOR
THE LAKEVIEW COURT SANITARY SEWER REPAIR

City Project 2020-932

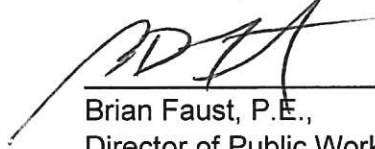
November 9, 2021

Prepared by:



Michael Stephan,
Project Manager

Reviewed by:



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



Paul Kramer,
City Manager

ISSUE:

Consider bids received and possible awarding of the Lakeview Court Sanitary Sewer Repair Project.

BACKGROUND:

In March of 2020, WPC was notified that a sanitary sewer line was cracked and leaking at a creek crossing. WPC investigated and made necessary repairs to stop the leak. City staff determined that the creek crossing should be evaluated due to the condition of the pipe, exposed sanitary sewer service line, and bank erosion.

On September 29, 2020, the City Commission approved a design contract with George Butler & Associates (GBA) for the design of the Lakeview Court Sanitary Sewer Repair. Inspection will be performed by GBA & City Staff.

The Lakeview Court Sanitary Sewer Repair will include removal of an existing manhole and pipe. Two new manholes and pipe will be installed to re-route the existing sanitary flow. The existing sanitary sewer service line will also be re-routed away from the creek. Creek bank stabilization to repair the erosion at the bend in the creek is included with the project. An attached site map shows the location of the planned improvements. City forces have obtained the needed easements to complete this project.

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

Utility Solutions, LLC. was the low bidder and met all bidding requirements. Utility Solutions, LLC. has not completed other sanitary sewer projects for the City in previous years. Therefore, references were requested and obtained for City review.

Company	City	Total Bid
Utility Solutions, LLC.	Basehor, KS	\$42,805.25
Linaweaver Construction	Lansing, KS	\$55,300.00
Westland Construction, Inc.	Basehor, KS	\$74,350.00
LEXECO	Leavenworth, KS	\$95,210.00
FIT Excavating	Topeka, KS	\$113,350.00
Base Bid Engineer's Estimate		\$76,720.00

Work is expected to begin by November 29th and be completed in 30 calendar days.

POLICY:

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

RECOMMENDATION:

Staff recommends that the City Commission award the Lakeview Court Sanitary Sewer Repair to Utility Solutions, LLC. for the base bid only in the amount of \$42,805.25.

ATTACHMENTS:

Bid Tabs

Plan Sheet Showing Project Location

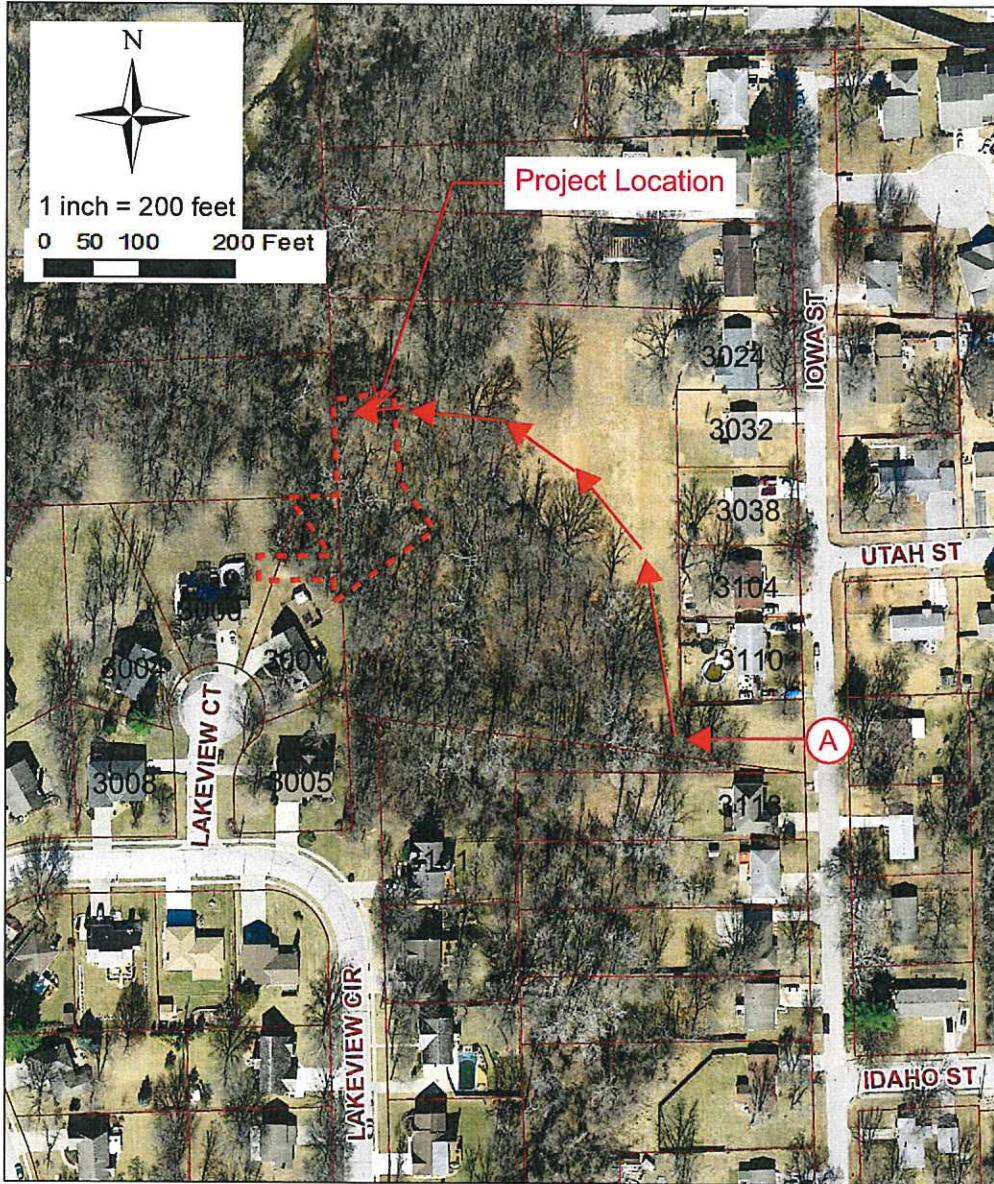


CITY OF LEAVENWORTH
 Project No. 2020-032
 Lakeview Court Sanitary Sewer Repair
 November 3, 2021

BASE BID															
Item	Description	Unit	Quantity	Engineer's Estimate		Utility Solutions, LLC		Linaweaver Construction		Westland Construction, Inc.		Lexeco		FIT Excavating, Inc.	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization (Including Construction Staking)	LS	1	\$ 9,000.00	\$9,000.00	\$3,166.00	\$3,166.00	\$6,500.00	\$6,500.00	\$15,000.00	\$15,000.00	\$8,200.00	\$8,200.00	\$12,000.00	\$12,000.00
2	Clearing & Grubbing	LS	1	\$ 4,200.00	\$4,200.00	\$5,477.00	\$5,477.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$16,000.00	\$16,000.00	\$30,000.00	\$30,000.00
3	Flowable Fill	CY	2	\$ 1,200.00	\$2,400.00	\$184.00	\$367.00	\$400.00	\$800.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$300.00	\$600.00
4	Removal of Existing Pipe	LF	45	\$ 30.00	\$1,350.00	\$94.50	\$4,252.50	\$25.00	\$1,125.00	\$65.00	\$2,925.00	\$120.00	\$5,400.00	\$30.00	\$1,350.00
5	Install 4' Dia. Sanitary Sewer Manhole Standard (Doghouse)	EA	2	\$ 8,640.00	\$17,280.00	\$4,382.00	\$8,764.00	\$5,000.00	\$10,000.00	\$6,000.00	\$12,000.00	\$6,730.00	\$13,460.00	\$9,100.00	\$18,200.00
6	Install 4' Service Line Clean-out (PVC, SDR-26)	EA	3	\$ 900.00	\$2,700.00	\$705.00	\$2,115.00	\$200.00	\$600.00	\$500.00	\$1,500.00	\$850.00	\$2,550.00	\$500.00	\$1,500.00
7	4' Sanitary Sewer Service Line Installation (PVC, SDR-26)	LF	105	\$ 78.00	\$8,190.00	\$69.75	\$7,323.75	\$55.00	\$5,775.00	\$85.00	\$8,925.00	\$90.00	\$9,450.00	\$90.00	\$9,450.00
8	8' Sanitary Sewer Main Line Installation (PVC, SDR-26)	LF	100	\$ 108.00	\$10,800.00	\$45.67	\$4,567.00	\$85.00	\$8,500.00	\$135.00	\$13,500.00	\$160.00	\$16,000.00	\$100.00	\$10,000.00
9	Creek Shaping (Est. 2 CY Soil Handling per Foot)	CY	200	\$ 35.00	\$7,000.00	\$6.35	\$1,270.00	\$15.00	\$3,000.00	\$35.00	\$7,000.00	\$6.00	\$1,200.00	\$78.00	\$15,600.00
10	Graded Rock (KDOT 1/2 Ton Rip Rap)	CY	10	\$ 180.00	\$1,800.00	\$216.00	\$2,160.00	\$150.00	\$1,500.00	\$150.00	\$1,500.00	\$265.00	\$2,650.00	\$165.00	\$1,650.00
11	Restoration & Erosion Control	LS	1	\$ 12,000.00	\$12,000.00	\$3,343.00	\$3,343.00	\$7,500.00	\$7,500.00	\$500.00	\$500.00	\$17,300.00	\$17,300.00	\$13,000.00	\$13,000.00
TOTAL BASE BID:					\$76,720.00		\$42,805.25		\$55,300.00		\$69,850.00		\$95,210.00		\$113,350.00

Line Item #3 Total Error (\$368)

Total Error (\$69,850) Bid Total = \$74,350
 Affirmative Action Letter is on file with
 the City of Leavenworth, but not included
 w/Bid, thus not read.



A Suggested Access

Access to project location does not require tree removal.
Right of entry to be provided by City of Leavenworth.

Known underground structure, telephone conduit, gas, water, and sewer pipes, etc., close enough to be affected by the work, are shown on the plans, although others may exist. The locations shown are believed to be reasonable correct, but do not purport to be absolutely so. Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the Contractor shall be repaired according to the utility company's standards at the expense of the Contractor. Only active service connections shall be reinstated. Call Kansas One-Call 811.

The project is located in the Federally Regulated Floodplain and Floodway, Zone AE. Fill material prohibited below base flood elevation 787 except as shown here on. FEMA Flood Insurance Rate Map 20103C0141G dated 7/16/2015.

Contractor shall utilize Best Management Practices to control erosion and sediment migration into storm drainage structures or channels. Contractor shall evaluate drainage patterns and provide erosion control devices necessary. Contractor shall provide 150 LF of 9" wattle on site for temporary erosion control during construction. Remove when site is 70% vegetated.

The Contractor shall be responsible for obtaining all required construction permits (other than those provided by the City of Leavenworth), paying all fees for otherwise complying with all applicable regulations governing the work.

All work shall be confined within easements and/or construction limits access agreements provided by the City or negotiated by Contractor. Three required.

This project shall be constructed in accordance with the City of Leavenworth Standards and Specifications.

GBA will flag suggested trees to be saved for construction of the project. Contractor to verify adequate clearance for equipment. Trees to be saved may require select trimming. Trees not flagged and within the project limits may be removed.

All disturbed areas to be reseeded.

- Construction access route (25'x600') ~ 0.4 Acre.
- Project limits (0.4 Acre)
- Since disturbance area is less than one acre a land disturbance permit is not required.



PROJECT NUMBER
14472-00

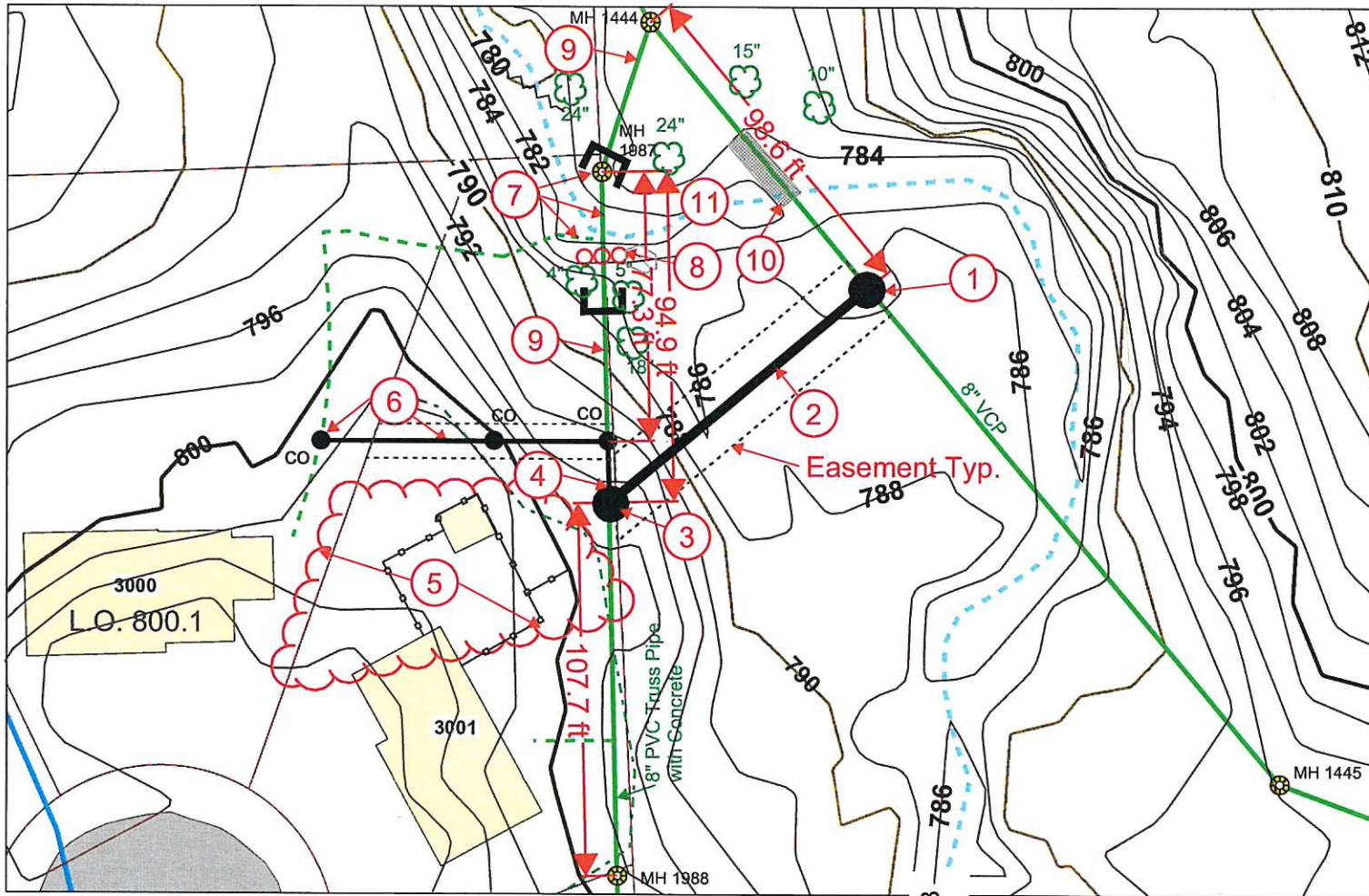
DATE
10/15/2020

LOCATION MAP
Lakeview Court Sanitary Sewer Repair
3001 Lakeview Court
Leavenworth, Kansas

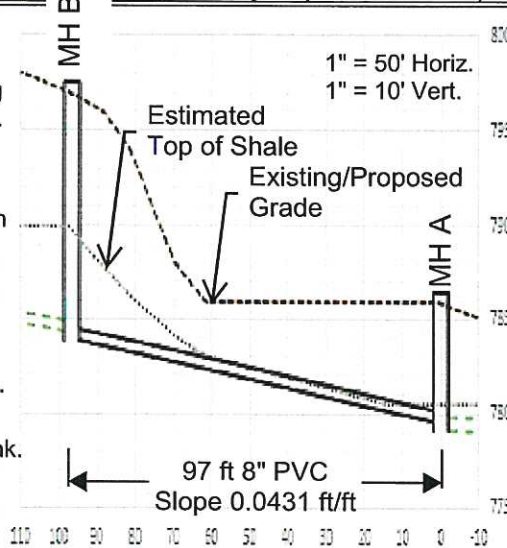
FIGURE

1

GBA



- | | |
|--|---|
| <p>1 Construct Doghouse MH A 4' Dia., Rim: 786.5, FLin: 779.6 (W), FLin: 779.6 (S) FLout: 779.2</p> <p>2 Install 97 ft 8" PVC SDR-26, Slope 0.0431 ft/ft</p> <p>3 Construct Doghouse MH B 4' Dia., Rim: 797.5, FLin: 784.3 (S), FLout: 783.8; FLservice = 784.5 (N)</p> <p>4 Connect 4" SDR-26 Lateral. The intent is to use the existing 8" pipe as a "sleeve" for connection through MH B. Match pipe crowns. Connection shall be watertight.</p> <p>5 Do not disturb lawn and adjacent trees on 3001 Lakeview Ct.</p> <p>6 Install 101 ft 4" SDR-26 service line and 3 cleanouts, minimum 3 ft below grade, minimum slope 2%. Field verify location and elevation. Contact engineer prior to placement. The intent is to limit existing tree removal. Abandon existing service line.</p> <p>7 Remove and dispose off-site 45 ft of 8" pipe and encasement, Manhole 1987, and exposed service line (5' min into streambank). Fill manhole void to restore streambank.</p> <p>8 Construct boulder rock toe, 10 CY, Intent is to plug trench after pipe removal (12'L x 4'H x 5'W). D100 = 30" Plug holes between boulders with crusher run 4 minus. Remove and dispose of metal debris on south bank.</p> | <p>9 Abandon 83 LF 8" pipe with flowable fill 1.1 CY.</p> <p>10 Remove and dispose existing 4" thick concrete slab, 180 ft². Max. size 12", if salvaged</p> <p>11 Restore Stream cross section to Dimensions on Figure 4</p> |
|--|---|



1 inch = 50 feet



POLICY REPORT PWD NO. 21-39

CONSIDER APPROVAL OF THE DESIGN SERVICES CONTRACT WITH ALFRED BENESCH & COMPANY FOR THE 2022 PAVEMENT MANAGEMENT PLAN

City Project No. 2021-966

November 9, 2021

Prepared By:

Reviewed By:


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


Paul Kramer,
City Manager

ISSUE:

Consider approval of the contract with Alfred Benesch & Company for the development of the 2022 Pavement Management Plan (PMP) and to initiate the process to build the programmatic approach to long-term pavement management for the City of Leavenworth.

BACKGROUND:

A Pavement Management Plan is an asset management process used to allocate resources effectively and to maximize the service life of pavements. This process includes the systematic process for inspection, evaluation, project planning and maintenance of the entire street pavement network. The information collected as part of this process is used to identify appropriate maintenance strategies (preventative maintenance, major rehabilitation, reconstruction and stop-gap measures) for each street based on pavement condition, expected service life, desired level of service and street classification.

Pavement Management Strategies:

- *Preventative Maintenance:* application of crack seals, thin non-structural surface seals (granite seal/pressure pave/micro-surfacing) and other treatments used to maintain and extend the service life of the pavement.
- *Major Rehabilitation:* application of structural pavement overlays and other treatments to significantly improve the service life of the pavement.
- *Reconstruction:* replacement of existing pavement with new pavement and base materials on streets to restore the original service life of the pavement.
- *Stop-Gap Measures:* includes pothole patching and small-scale full depth patching projects to address localized severe pavement failures.

Advantages of the PMP include:

- Improving the quality of the City's street network in a financially responsible manner.
- Data-Driven Defendable Project Prioritization Process that helps:
 - Maximize value and return on investment
 - Provide opportunity for stakeholder engagement
 - Maintain integrity and defend-ability in project selection process
 - Incorporate service levels
 - Prioritize projects not only on PCI (Pavement Condition Index), but considers other impacts to residents and motorists such as roadway classification, deterioration type, peripheral assets, traffic volumes, and many other factors
- Implementing a plan that considers both immediate and long-term needs.

- Improved identification and submittals of funding sources/opportunities to supplement local City resources.
- Track and improve design and construction processes associated with roadway maintenance and reconstruction.

Prior to 2016, staff and consultants visually inspected City streets and entered their observations into a software program. The output of the program was used to help determine the yearly pavement plan. Starting in 2016, staff contracted with ‘Stantec’ to provide an independent objective pavement condition analysis of the City streets using digital evaluation techniques. The result of that effort was a pavement program between 2016 and 2019 that included a large number of streets that received a surface seal (granite seal) that concentrated on stabilizing streets City-wide. There was also a mill and overlay component that concentrated on repairs to 20th Street from Spruce Street to Eisenhower Road.

Staff again used the services of ‘Stantec’ in 2019 to re-evaluate and update the pavement condition of City streets. At that time, the stated goal was to improve street conditions with an emphasis on bringing the City’s overall street PCI rating up to a range of 65 – 75 (fair to satisfactory).

The following table is a comparison of the 2016 and 2019 PCI ratings for the various street classifications. The overall street condition, based solely on the PCI ratings, decreased from 54.2 in 2016 to 51.0 in 2019.

Street Classification	Lane Miles	% of Total	2016 PCI	2019 PCI	+/-
Residential	251.7	73.3	51.3	51.0	(0.3)
Collector	32.4	9.4	45.9	38.3	(7.6)
Arterial	59.2	17.2	71.9	59.8	(12.1)
(Average all Streets)	343.3	100	54.2	51.0	(3.2)

While the PCI is an important component in an overall Pavement Management Program, the program should take into account Level of Service and other factors to help prioritize pavement restoration decisions.

The proposed scope of services to develop a specific street project list for 2022 along with the first phase of developing a short and long-term Comprehensive Pavement Management Program includes:

1. Leverage previous investments through improving processes to collect, compile, organize and prepare historic data for use in decision-making matrixes for the following:
 - a. 2022 Project identification with Field visit for validation/verification
 - b. Identification of priority PCI data collection efforts (Stantec or others)
2. Enhance current City practices and strategies including standard plan details, City work actions, past cost estimates, bid tabulations, etc. to refine decision-making processes.
3. Streamline delivery of annual projects using asset management information to identify and prepare up to three (3) bid packages (mill & overlay, granite seal, and microsurfacing or other.)
4. Build Level of Service (LOS) Prioritization Model structure with implementation plan. This will be the model used to identify future projects using the LOS method based on historic pavement data for 2023 and beyond. The model will incorporate input from the Governing Body.
5. Pavement Management Report Card summary, presentation and roadmap forward.

The 2nd phase (late 2022) of the development of the Comprehensive Pavement Management Plan will include the following items. This will be under a separate contract.

1. Pavement Management Forecasting & 10-year CIP planning effort. This will look at annual spending and impacts of budget shifts/adjustments on the overall LOS of the Cities' street inventory.
2. Plan will incorporate all project level costs into estimates through modeling and new PCI data received in 2022 for use in the 10-year CIP. Plan will provide the Governing Body with details on current and future financial needs.
3. Development of bid packages for 2023 will be identified by late fall/early winter 2022 for bidding in early 2023 to allow for summer construction.
4. Updated Pavement Management Report Card summary, presentation and roadmap forward.
5. Provide "Return-on-Investment" information to staff and the Governing Body to demonstrate what value is planned and realized for individual project actions.

Milestones:

- Spring 2022 work session with the Commission to help better define the desired level of service and receive input on level of service priorities and decision matrix development and work action logic and presentation of the plan for the 2022 street improvements.
- Early Fall 2022 work session to present the "Program Summary" and recommended roadmap forward.

Alfred Benesch has extensive successful experience in helping communities develop Comprehensive Pavement Management programs. They also understand funding limitations and challenges working in communities of all sizes.

BUDGETING:

The strategies developed in the PMP are used to identify target budget numbers required to meet the stated goals, but also to create the most effective annual program given resource limitations. The information will help staff present annual project recommendations designed to achieve the desired level of service and pavement condition over the life of the program.

RECOMMENDATION:

Staff recommends approval of the design services contract with Alfred Benesch & Company for developing a Comprehensive Pavement Management Program in an amount not to exceed \$123,518.

ATTACHMENT:

Design Contract - Alfred Benesch & Company

**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 Pavement Management Plan 2022. These services include providing engineering consulting services for the development of bid documents and progress toward a comprehensive Pavement Management Plan. (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: Nancy D, Bauder

Mayor
Title

November 9, 2021
Date:

Attest: Carla K. Williamson, City Clerk

Alfred Benesch & Company
Engineer


By: Robert R. Krewson, PE

Sr. Vice President
Title

11/4/21
Date:

Attest: _____

**ATTACHMENT A
 TO
 AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
 Engineer: Alfred Benesch & Company
 Project Number & Name: 2021-966, Pavement Management Plan 2022

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

Assist the City of Leavenworth in advancing a Pavement Management Plan, assisting with determination of PCI data collection needs, and development of 2022 bid packages for pavement maintenance projects to be constructed in the Summer of 2022 and ultimately build the programmatic approach to project evaluation and definition of action triggers.

Future years scope will include the definition of a 10-yr. CIP with analysis of various funding levels and overall impact to Level of Service for street network depending on those funding levels.

2022 Pavement Management Plan/Program							
Task 1 Existing Data Assessment & 2022 Pavement Project Identification	PIC/QC	PM	Tech Adv.	SPE	Technician	Designer	Subtotal
1.01 Attend Project Kick-Off Meeting (1)		2 hrs.	2 hrs.		2 hrs.		\$1,016
1.02 Compile & Review Available Existing Pavement Data		8 hrs.	12 hrs.		16 hrs.		\$5,720
1.03 Review Current City Comprehensive CIP Plan	2 hrs.	3 hrs.	3 hrs.				\$1,682
1.04 Identify & Provide Recommendation for Focus of 2022 Field Data Collection	1 hrs.	2 hrs.	2 hrs.				\$1,042
1.05 Coordinate with Stantec & City to Facilitate 2022 Data Collection		2 hrs.			2 hrs.		\$612
1.06 Establish Pvmnt/Asset Mgmt & GIS Deliverables		2 hrs.			8 hrs.		\$1,248
1.07 Review/Confirm Data Fields to be Populated		2 hrs.			12 hrs.		\$1,672
1.08 Build Databases for Asset Software & GIS Layer		2 hrs.			16 hrs.		\$2,096
1.09 Develop "Smartcard/Popup" Capabilities		1 hrs.			4 hrs.		\$624
1.10 Establish User Group/Securities for Asset Software/GUI Interface		1 hrs.			4 hrs.		\$624
1.11 Test Database (Asset Software & GIS) Upload/Export Capabilities		2 hrs.			8 hrs.		\$1,248
1.12 Preliminary Prioritization of Pavement Segments (Based on Historic Info Only)	2 hrs.	4 hrs.		4 hrs.			\$2,004
1.13 Compile & Review Traffic Data (No Field Data Collection Included)				4 hrs.			\$728
1.14 Review City Approved Work Actions & City Provided Standard Plan Details				4 hrs.			\$728
1.15 Compile Historic Unit Costs & Project Letting Data From City				4 hrs.			\$728
1.16 Field Validation of Selected Sample of Existing PCI Data (Limited to 1 Day)	8 hrs.	8 hrs.					\$3,504
1.17 Confirm & Develop Cost Estimates for 2022 Pavement Mgmt Projects		4 hrs.		8 hrs.		8 hrs.	\$3,056
1.18 Research and Compile applicable Details & Specifications from past projects		4 hrs.		4 hrs.		4 hrs.	\$1,928
1.19 Prepare Applicable Bid Sets for Identified 2022 Pavement Projects (Up to 3 bid packages)							
(a) Granite Seal - Compile Standard Details & front end docs		4 hrs.		8 hrs.		8 hrs.	\$3,056
(b) Microsurfacing - Compile Standard Details & front end docs		4 hrs.		8 hrs.		8 hrs.	\$3,056
(c) Mill & Overlay - Compile Standard Details & front end docs		4 hrs.		8 hrs.		8 hrs.	\$3,056
(d) Prepare Title/Cover Sheet & Project Specific Sheets (Location Maps & select Pavement Marking)(Up to 3 bid packages)		9 hrs.		24 hrs.		40 hrs.	\$10,168
(e) Field verification of street widths for quantities, pavement markings, etc. (1 day)		8 hrs.				8 hrs.	\$2,400
(f) Prepare Bid Package Specific Quantities & Engineering Estimates (Up to 3)		6 hrs.		12 hrs.		18 hrs.	\$5,184
(g) Quality Control/Assurance Review of Bid Packages	12 hrs.						\$2,856
(h) Attend Meeting (1) with Applicable City Staff (Collect Feedback)		3 hrs.		3 hrs.			\$1,146
(i) Incorporate Review Comments From City (One (1) Time for each set)		3 hrs.		9 hrs.		12 hrs.	\$3,438
(j) Attend Pre-Bid Meeting (Assumed All Bid Projects in One (1) Mtg)		3 hrs.		3 hrs.			\$1,146
1.20 Attend Meetings with Leadership, Public & Stakeholders (Max of 2 Mtgs)		4 hrs.		4 hrs.	4 hrs.		\$1,952
1.21 Program Administration & Management		8 hrs.					\$1,600
Subtotal Task 1 Hours = 444 hrs. Subtotal Task 1 Fee = \$69,318							

Task 2 Pavement Management Level of Service (LOS) Prioritization	PIC/QC	PM	Tech Adv.	SPE	Technician	Designer	Subtotal
2.01 Organizational "Gap" Assessment (Missing Programs/Procedures)	3 hrs.	3 hrs.	3 hrs.	3 hrs.			\$2,466
2.02 Complete ADA City Compliance Review & Provide Warranted Recommendations		3 hrs.			3 hrs.		\$918
2.03 Establish Vision, Goals & Objectives for Pavements & Ancillary Assets	2 hrs.	2 hrs.	2 hrs.				\$1,280
2.04 Prepare Implementation Plan for Vision, Goals & Objectives	2 hrs.	2 hrs.	2 hrs.				\$1,280
2.05 Assess & Determine Integration Plan Pertaining to Best Practices/Trends	2 hrs.	2 hrs.	2 hrs.				\$1,280
2.06 Develop Pavement Level of Service (LOS) Criteria (Beyond PCI Metric)	2 hrs.	2 hrs.	6 hrs.	2 hrs.			\$2,452
2.07 Incorporate LOS Comments From City (One Time)			2 hrs.				\$404
2.08 Populate LOS Data Fields w/Available Information			2 hrs.	4 hrs.	8 hrs.	8 hrs.	\$2,780
2.09 Establish Plan of Action for Missing/Old Data Fields for LOS		2 hrs.	2 hrs.				\$804
2.10 Establish/Update Local Street IDs (Include Maintenance Grids)		2 hrs.			4 hrs.		\$824
2.11 Prioritize Pavement Assets Based on Newly Established LOS Criteria		2 hrs.	4 hrs.		4 hrs.		\$1,632
2.12 Create Master (Base) Database for Historic/Current Pavement Data (Excel)			4 hrs.		4 hrs.	8 hrs.	\$2,032
2.13 Review Prevent./Maint./Rehab Options (Set City/Contr. Activities)		1 hrs.	1 hrs.		1 hrs.		\$508
2.14 Identify Template Layouts for Future Inspection Files/Photo Logs		2 hrs.	2 hrs.		2 hrs.		\$1,016
2.15 Establish Budget Constraints for CIP/Distribution of Funding	1 hrs.	1 hrs.					\$438
2.16 Confirm Reference Unit Prices for Tables		2 hrs.		2 hrs.			\$764
2.17 Confirm Assumption Tables Used for High-Level Cost Estimates	2 hrs.	2 hrs.		2 hrs.			\$1,240
2.18 Incorporate Benefit/Cost & ROI Variables into Screening Formula			2 hrs.	2 hrs.	2 hrs.		\$980
2.19 Establish Deliverables & Graphical User Interface Functions					4 hrs.		\$424
2.20 Finalize Screening Variables & Establish Relative Weight		2 hrs.	2 hrs.	2 hrs.			\$1,168
2.21 Incorporate City Input into Screening Worksheets		1 hrs.	1 hrs.	1 hrs.			\$584
2.22 Program Coordination Meetings (2) at Milestones (TBD By City)		4 hrs.	4 hrs.				\$1,608
2.23 QC/QA of Task 2 Deliverables	16 hrs.	8 hrs.	8 hrs.				\$7,024
2.24 Project Administration & Management	4 hrs.	12 hrs.	4 hrs.				\$4,160
Subtotal Task 2 Hours = 208 hrs.							Subtotal Task 2 Fee = \$38,066

Task 3 Pavement Management Report Card Summary & Presentation	PIC/QC	PM	Tech Adv.	SPE	Technician	Designer	Subtotal
3.01 Prepare Summary Report - Network Findings/Recommendations		4 hrs.	12 hrs.	12 hrs.	4 hrs.	8 hrs.	\$6,632
3.02 Prepare Asset Management Strategic Report Card		2 hrs.	2 hrs.	2 hrs.			\$1,168
3.03 Prepare Plan of Action for "Next Steps" Letter Document	2 hrs.		4 hrs.	2 hrs.			\$1,648
3.04 Define Optimized Strategies for Pavement Management	2 hrs.	2 hrs.	2 hrs.				\$1,280
3.05 Develop Presentation Material for Public/Council Mtg		2 hrs.	4 hrs.		4 hrs.		\$1,632
3.06 Submit & Address City Comments From Review of Draft Report Card		1 hrs.	1 hrs.				\$402
3.07 Practice/Run-Through of Presentation (With City) - 1 Mtg	3 hrs.	3 hrs.	3 hrs.				\$1,920
3.08 Participate in Public/City Council Meeting (1)		3 hrs.	3 hrs.				\$1,206
Subtotal Task 5 Hours = 87 hrs.							Subtotal Task 5 Fee = \$15,888

Direct Costs		
Mileage (Travel Kick-Off Mtg, Progress Mtgs & Presentation Mtgs)	-- See Below for Additional Details of Direct Cost --	\$145
Project Printing & Software	-- See Below for Additional Details of Direct Cost --	\$101
Subtotal Direct Costs =		\$246.00

SUMMARY		
Task 1 Existing Data Assessment & 2022 Pavement Project Identification	Subtotal =	\$69,318
Task 2 Pavement Management Level of Service (LOS) Prioritization	Subtotal =	\$38,066
Task 3 Pavement Management Report Card Summary & Presentation	Subtotal =	\$15,888
Direct Costs	Subtotal =	\$246

Total \$ 123,518.00

Direct Cost Details

- Assume one (1) Program Kick-Off Meeting with City. Meeting to be held at City Public Works Office. Round trip is 36 miles @ \$0.56/mi.
- Assume six (6) Progress Mtgs w/City During Task 1 to 3. Mtgs held at City Public Works Office. Round trip is 36 miles @ \$0.56/mi x 13 Mtgs.
- Assume one presentation (See Subtask 3.08) during Task 3. Mtg held at City Public Works Office. Mileage Included with Item #2.
- Assume printing & software related expenses of \$101 total.

Assumptions:

The following items are assumed as part of the development of this scope of services. Additional services, if requested by City, will be negotiated through a future supplement.

- Request/Receive Necessary Electronic Data/Documents from City of Leavenworth for Scope Items (Request Historical Data | Allow Trend Graphs)
- No Support Services for Asset Management Software & Only Minor GIS Support Limit to Hours Shown. Benesch will Provide GIS Layer and Reference Data Tables.
- Field Data Collection for Any Asset is NOT Included in this Scope of Services.
- Field Inspection Visit is Limited to Two Days as Shown in Subtask 1.16 & 1.19e (Field Validation). Benesch Available for Supplement.
- City to Provide Necessary Information Regarding Utilities, ROW, Property Valuation.
- End-User Agreement will be Included in Contract/Accepted by City.
- No Other Assets Included Other than Pavement for Task 1 to Task 3 (Thus Pavement Only for Asset Services).
- No Direct Costs are Included for Meetings or Public Engagement Other Than Mileage (Rentals, Presentation Materials, Equipment Assumed to be Covered By City)
- Project Meetings Shown in Tasks 1 to 3 are Assumed to Face-To-Face at LV City Hall; Limited to Time Shown in Tables.
- No Rewriting or Creation of Formal/Updated Program/Policy Manuals Included in Scope.
- Project is Assumed to be Completed in Calendar Year 2022 (No Adjustment to Pay Scale Necessary)
- No Assumed Review of Safety Procedures/Policy Included.
- Project Bid Documents (See Subtask 1.19a to 1.19i) are Assumed to be Basic Bid Documents using KDOT/City Bid Items with Minimal Sheets (Select Pavement Marking layouts). No mass printing of bid documents is included in this scope.
- Bid documents (necessary support plan sheets) will be Developed in AutoCAD and be included in Bid Documents in PDF Format.
- City will Provide Benesch with Example Plans/Bid Documents for Reference Prior to Development of Task 1.19 Items.
- Assume No Software License Purchases By Benesch. If Needed City to Provide Benesch with Necessary Licenses.
- No Field Services (Including Construction Engineering/Inspection) Included in Scope of Services.
- No Surveying, Geotechnical, or Utility Engineering/Coordination Included Scope of Services.
- No DBE Goals are Established for this Scope and Agreement.
- Benesch will be Re-Engaged Annually as Part of this Agreement for a Maximum of Five (5) Years. New Annual Agreements will be Negotiated in October of Each Year.

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.** Forecasting & 10-yr. CIP planning
 - a. Deterioration models for pavement types
 - b. Development of Action triggers and Action Plans
 - c. Sensitivity modeling
 - d. Preparation of CIP lists beyond 2022 projects.
- B.** Capital Finance Strategies
- C.** Cross Asset Category Comparisons
- D.** Tailored Work Action Benefits
- E.** Risk Management Integration

- F.** Gap Analysis Functionality
- G.** Surveying, geotechnical, or utility engineering/coordination.
- H.** Inspection Services.

**ATTACHMENT B
 TO
 AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
 Engineer: Alfred Benesch & Company
 Project Number & Name: 2021-966, Pavement Management Plan 2022

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 \$123,518.00. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

Task 1	
Existing Data Assessment	\$ 8,418
Pavement Project Identification & Prioritization	\$ 23,466
2022 Bid Package Identification & Assembly	\$ 37,434
Task 2	
Pavement Management Level of Service (LOS) Prioritization	\$ 38,066
Task 3	
Pavement Management Report Card Summary (Road Map) & Presentation	\$ 15,888
Direct Costs	\$ 246
Total	\$123,518

- 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: 2021-966, Pavement Management Plan 2022

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: 2021-966, Pavement Management Plan 2022

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 2022 Pavement Management Plan if mutually beneficial to both parties for up to an additional four (4) years. The City of Leavenworth will assess the performance of the Consultant at the conclusion of each year to determine if an extension of services is beneficial to the City. If the City elects to engage Consultant for future Pavement Management Plan 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 Program submittals to Owner based on the following schedule assuming a Notice to Proceed is provided by November 12, 2021:
 - a. January, 2022 – Recommendations for data collection plan of action to be completed by 3rd Party vendor (PCI data collection)
 - b. Spring, 2022 – Pavement Management Bid Documents for late Spring Bid Lettings for construction in Summer, 2022. Plans will be based on priorities mutually agreed upon by Benesch/City (Using only PCI metrics).
 - c. Fall, 2022 – Summary Report describing prioritization methodology, cost estimating procedure, and tailored recap tables.
 - d. Fall, 2022 – GIS Layer capable of being integrated into pavement/software platforms that include at a minimum projects identified within a 10-yr. evaluation window. Reference tables will be created with information ready to populate “smartcards” through the City’s GIS interface.

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE TO AMEND
CHAPTER 8 ANIMALS, ARTICLE IV DOGS, DIVISION 2 LICENSE AND REGISTRATION; SECTION 8-
139 FEES; TO INCLUDE ANIMAL BOARDING FACILITIES WITHIN THE CITY TO ISSUE CITY
ANIMAL LICENSE**

NOVEMBER 9, 2021


Carla K. Williamson, CMC City Clerk


Paul Kramer, City Manager

ISSUE:

To place on first consideration an ordinance to amend Sec. 8-139 Fees of the City Code of Ordinances adding local animal boarding facilities to be able to register dogs for the city and issue dog tags.

BACKGROUND:

- The City Clerk was approached by a local animal boarding facility about the number of dogs boarded in their facility that are not registered with the city
- The facility said that most of their clients are unaware that their dogs need to be registered
- The facility asked if it was possible for them to register dogs and issue tags like veterinarian offices
- Staff (City Clerk, Police Chief, and Animal Control) reviewed the request and are in favor of allowing animal boarding facilities to register dogs and issue city tags
- If approved by the Commission the ordinance would take effect February 1, 2022 at the start of the 2022 licensing period

ACTION:

Consensus by the Governing Body to place on first consideration.

ATTACHMENTS:

- Red-line copy of changes to Ordinance
- Draft Ordinance

Sec. 8-139. Fees.

There shall be a yearly registration fee for spayed and neutered animals and for unaltered animals, as provided in the city fee schedule. An additional fee as provided in the city fee schedule will be charged for late registration after March 31. All fees shall be paid either to the city clerk, the animal control facility or an authorized-local licensed veterinarian or local animal boarding facility, ~~or the animal control facility.~~ Requests from local licensed veterinarian and local animal boarding facilities to register animals for the city shall be reviewed and approved by the city clerk and police chief. From each registration fee collected by a local licensed veterinarian or local animal boarding facility, \$2.00 will be retained by the veterinarian or boarding facility as a service fee.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS; CHAPTER 8 ANIMALS, ARTICLE IV DOGS, DIVISION 2 LICENSE AND REGISTRATION; SECTION 8-139 FEES. PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.

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

Section 1. That the Code of Ordinances of the City of Leavenworth, Kansas, Chapter 8 Animals, Article IV Dogs, Division 2 License and Registration; Sec. 8-139 Fees, is hereby deleted in its entirety and amended to read as follows:

Sec. 8-139. Fees.

There shall be a yearly registration fee for spayed and neutered animals and for unaltered animals, as provided in the city fee schedule. An additional fee as provided in the city fee schedule will be charged for late registration after March 31. All fees shall be paid either to the city clerk, the animal control facility or an authorized local licensed veterinarian or local animal boarding facility. Requests from local licensed veterinarians and local animal boarding facilities to register animals for the city shall be reviewed and approved by the city clerk and police chief. From each registration fee collected by a local licensed veterinarian or local animal boarding facility, \$2.00 will be retained by the veterinarian or boarding facility as a service fee.

Section 2. REPEAL. Chapter 8 Animals, Article IV Dogs, Division 2 License and Registration; Sec. 8-139 Fees, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3. EFFECTIVE DATE. This Ordinance shall take effect February 1, 2022 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 ___th day of _____ 2021.

Nancy D. Bauder, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

**EXECUTIVE SESSION
TO DISCUSS PERSONNEL MATTERS OF NONELECTED PERSONNEL**

NOVEMBER 9, 2021

CITY COMMISSION ACTION:

Motion:

Move to recess into executive session to discuss the annual evaluation of the City Manager pursuant to the nonelected personnel matters exception K.S.A. 75-4319 (b) 1. The open meeting to resume in the City Commission Chambers at _____ by the clock in the City Commission Chambers. Human Resources Director Lona Lanter is requested to attend.