



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, APRIL 22, 2025 6:00 P.M.

Welcome to your City Commission Meeting – Please turn off or silence all cell phones during the meeting
Meetings are televised everyday on Channel 2 at 6 p.m. and midnight and available for viewing on YouTube

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PROCLAMATIONS:

1. Proclamations: (pg. 02)
 - a. Arbor Day
 - b. Law Day
 - c. National Small Business Week
 - d. National Drinking Water Week
 - e. National Travel and Tourism Week
 - f. National Child Care Provider Appreciation Day

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from April 8, 2025 Regular Meeting **Action:** Motion (pg. 08)

NEW BUSINESS:

Public Comment: *Public comment is limited to 3 minutes per speaker. In the interest of time, we ask that groups wishing to speak limit their public comment to one presenter. This is an opportunity for the City Commission to hear the thoughts of the public prior to conducting official City business. The Mayor, City Commission, and City staff have been asked not to respond to those giving public comment, and action may not be taken by the Commission on public comment items. The Mayor may direct staff to follow-up with specific individuals after the meeting. When speaking, please state your name and address. A signup sheet will be provided in the commission chambers for anyone wishing to speak.*

Public Hearing:

3. Public Hearing for Unsafe & Dangerous Fire Damaged Structures: 224 Miami St., 1425 Grand Ave., & 1933 Miami St. (pg. 13)
 - a. Open Public Hearing **Action:** Motion
 - b. Review of Properties by Staff and Public Comments
 - c. Close Public Hearing **Action:** Motion
 - d. Consider Resolution B-2395 Demolition or Extension to Repair **Action:** Motion

Resolutions:

4. Resolution B-2396 Community Development Block Grant Annual Action Plan **Action:** Motion (pg. 20)
5. Consider Approval of Resolution B-2397 and KDOT Agreement 904-24 for the 10th and Limit Intersection Project **Action:** Motion (pg. 68)

Consent Agenda:

Claims for April 4, 2025 through April 17, 2025, in the amount of \$1,041,871.18; Net amount for Payroll #7 effective April 4, 2025, in the amount of \$418,615.69 (No Police & Fire Pension). **Action:** Motion

Other:

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

WHEREAS, *in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and*

WHEREAS, *this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and*

WHEREAS, *Arbor Day is now observed throughout the nation and the world; and*

WHEREAS, *trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and*

WHEREAS, *trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and*

WHEREAS, *trees in the City of Leavenworth, Kansas increase property values, enhance the economic vitality of business areas, and beautify our community.*

NOW, THEREFORE, *I, Holly Pittman, Mayor of the City of Leavenworth, Kansas hereby proclaim April 25, 2025 to be:*

Arbor Day

and I urge all citizens to celebrate Arbor Day, to support efforts to protect our trees and woodlands, to plant trees to gladden the heart and promote the well-being of this and future generations.

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

Holly Pittman, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** on July 4, 1776, representatives from thirteen disparate but United States of America declared independence from a tyrannical king and proposed as their motto, "E Pluribus Unum"- or "Out of Many, One"-a phrase symbolizing the unity of a nation founded on the ideals of liberty, equity and justice; and
- WHEREAS,** the drafters of the Constitution, seeking to prevent tyranny by any one group, separated the powers of the legislature, the executive, and the judiciary among three branches of government, ensuring no one faction could rule unchecked; and
- WHEREAS,** throughout our history, the American people have continued to pursue "Out of Many, One," including with the 14th Amendment granting citizenship to all born or naturalized in the United States and the 15th and 19th Amendments by extending voting rights regardless of race or sex; and
- WHEREAS,** the United States has always consisted of many viewpoints, religions, and experiences, and the trajectory of this country has been to include more voices, thus becoming a true representative democracy of the many; and
- WHEREAS,** immigrants from around the world continue to come to the United States to embrace our shared democratic values and enrich our culture and economy; and
- WHEREAS,** public education was designed to serve as a unifying force, providing an economic benefit, instilling values of civic virtue, and bring social classes together to form "one" educated citizenry; and
- WHEREAS,** we the people are united by our shared responsibility to contribute to the common good, through jury duty, voting, taxes, and military or public service; and
- WHEREAS,** we the people are also brought together in pursuit of legislative efforts that promote healthcare, education, clean air and water, national emergency responses, and national parks; and
- WHEREAS,** while the United States has made great strides in realizing "E Pluribus Unum," inequities still persist, and political polarization threatens our shared sense of community; and
- WHEREAS,** in 1958 President Eisenhower proclaimed Law Day to honor the role of law in the creation of the United States of America, and in 1961 Congress issued a joint resolution declaring May 1, Law Day; and
- WHEREAS,** the theme for Law Day 2025 is "The Constitution's Promise: Out of Many, One,"

NOW, THEREFORE, I, Holly Pittman, Mayor of the City of Leavenworth, Kansas hereby proclaim May 1, 2025 as:

Law Day

And urge everyone to observe this day by promoting law and education and fulfilling our shared civic responsibilities and commitment to the values of liberty, equality, and justice that makes us "Out of Many, One."

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

Holly Pittman, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation's promise; and*
- WHEREAS,** *small business owners and Main Street businesses have energy and a passion for what they do; and*
- WHEREAS,** *when we support small business, jobs are created, and local communities preserve their unique culture; and*
- WHEREAS,** *because this country's 28 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and*
- WHEREAS,** *the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and*
- WHEREAS,** *the City of Leavenworth, Kansas supports and joins in this national effort to help America's small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today; and*
- WHEREAS,** *the Leavenworth Main Street Program has been in existence since 1995, personally supporting and growing downtown small businesses and entrepreneurs within the community and specifically within the 28 blocks of the First City of Kansas.*

NOW, THEREFORE, I, Holly Pittman, Mayor of the City of Leavenworth, Kansas hereby proclaim May 4-10, 2025 to be:

National Small Business Week

and urge all citizens to acknowledge and celebrate the achievements made by small business both locally and nationally and encourage all citizens to Live Local.

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

Holly Pittman, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *water is our most valuable natural resource; and*

WHEREAS, *drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and*

WHEREAS, *tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and*

WHEREAS, *the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and*

WHEREAS, *the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and*

WHEREAS, *we are all stewards of the water infrastructure upon which current and future generations depend; and*

WHEREAS, *the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;*

NOW, THEREFORE, *I, Holly Pittman, Mayor of the City of Leavenworth, Kansas hereby proclaim May 4-10, 2025 as:*

National Drinking Water Week

and I urge all citizens to recognize the vital role water plays in our daily lives and to value the importance and fragility of our water resources.

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

Holly Pittman, Mayor Pro-Tem

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *travel to and within Kansas provides a significant economic benefit to the state with 37.9 million visitors to Kansas in 2023 with a direct spending of \$8.0 billion dollars; and*
- WHEREAS,** *when indirect and induced impacts are included, the total economic impact becomes \$13.2 billion visitor spend for the State of Kansas in 2023; and*
- WHEREAS,** *state and local taxes alone tallied \$823 million in 2023. Each household in Kansas needs to be taxed an additional \$716 to replace the visitor-generated taxes; and*
- WHEREAS,** *visitor activity supported 65,524 direct jobs in 2023, with an additional 25,399 jobs supported from the indirect and induced impacts of visitor activity. The total jobs impact recovered to 90,923 in 2023, supporting 1-in-22 jobs in Kansas; and*
- WHEREAS,** *the City of Leavenworth realized approximately \$12.2 million from overnight visitor expenditures in 2024 per the Smith Travel Research Report, validating the unique significance of the travel and tourism industry in the lives of the citizens of Leavenworth, Kansas.*

NOW, THEREFORE, *I, Holly Pittman, Mayor of the City of Leavenworth, Kansas hereby proclaim May 4-10, 2025 to be:*

National Travel & Tourism Week

and call upon the people of Leavenworth to observe this coming week, as sanctioned by the U.S. Congress, with appropriate ceremonies and activities.

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

Holly Pittman, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *23,000 child care professionals work in Kansas in approximately 4,500 licensed facilities, providing a safe, nurturing place for the enrichment and development of Kansas children, and is a vital force in our economy; and*

WHEREAS, *child care providers are indispensable for the well-being, development, and economic security of Kansas's young children, families, communities; and*

WHEREAS, *child care has been a lifeline for families, communities, and the economy providing much needed financial support to providers to sustain the viability of child care statewide; and*

WHEREAS, *Kansas Children's Cabinet grant programs and other support community-based teams-including early childhood providers and champions, employers, and economic development leaders-in an effort to create affordable and accessible child care slots in their communities; and*

WHEREAS, *Kansas Department of Health and Environment Child Care Licensing programs and other organizations nationwide are recognizing Child Care Providers on this day.*

NOW, THEREFORE, *I, Holly Pittman, Mayor of the City of Leavenworth, Kansas hereby proclaim May 9, 2025 as:*

National Child Care Provider Appreciation Day

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

Holly Pittman, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



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

City Commission Regular Meeting
Commission Chambers
Tuesday, April 8, 2025 6:00 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 Holly Pittman, Mayor Pro Tem Nancy Bauder, Commissioners Edd Hingula, Griff Martin and Jermaine Wilson.

Staff members present: City Manager Scott Peterson, Assistant City Manager Penny Holler, Finance Director Roberta Beier, Police Chief Patrick Kitchens, Public Works Director Brian Faust, Deputy Public Works Director Michael Stephan, Streets Foreman Becky Beaver, Solid Waste Equipment Operator 2 Robert Gilbert, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

PROCLAMATIONS:

National Child Abuse Prevention Month - Mayor Pittman read the proclamation proclaiming the month of April as National Child Abuse Prevention Month. The proclamation was accepted by Allison Burton with CASA.

Sexual Assault Awareness Month - Mayor Pittman read the proclamation proclaiming the month of April as Sexual Assault Awareness Month. The proclamation was accepted by Christie Reed and Elaina Crenshaw with Alliance Against Family Violence.

National Library Week - Mayor Pittman read the proclamation proclaiming the week of April 6-12, 2025 as National Library Week. The proclamation was accepted by Leavenworth Library Director Matthew Nojonen.

National Public Safety Telecommunicator's Week - Mayor Pittman read the proclamation proclaiming the week of April 13-19, 2025 as National Public Safety Telecommunicator's Week. The proclamation was accepted by Police Chief Patrick Kitchens.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Hingula moved to accept the minutes from the March 25, 2025 regular meeting. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

NEW BUSINESS:

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

Richard Pfifer, No Address Provided:

- Is an Assistant Warden for CoreCivic Midwest
- Started back at CoreCivic in Leavenworth, loves Leavenworth

Rick Hamilton, 202 Fawn Valley Street:

- Proud of the actions of the City Commission
- Looking forward to the status hearing coming up

Sister Vickie Perkins, 517 Nipper Lane:

- Thanked the Commission for the stand they took with Corecivic

Tammy Reid, No Address Provided:

- Supports Corecivic
- Worked in corrections and has family still working in corrections
- Worked for CoreCivic for 24 years

Carla Wiegers, 530 Bittersweet, Lansing, KS:

- Excited when the city got a Big Brother Big Sisters in the community
- Dedicated to youth development and youth leadership
- Loves the concept and wants to be a mentor and contribute

William Rogers, 7362 Yecker Ave, KCKS:

- Thanked the Commission for listening to comments made by other patrons at the previous meeting

Rev. Tim Gray, 803 Blueberry Ct., Lansing, KS:

- Thanked the Commission for their efforts in continuing the conversation with CoreCivic
- Appreciate the time and energy spent
- Mentioned community's values
- Encourage everyone to think about what is CoreCivic providing to the community, but also making sure the employees and detainees are kept safe

General Items:

Mayor's Appointments

Mayor Pittman moved to appoint to the Convention & Tourism Committee John P. Hutchinson to an unexpired term ending January 31, 2027, appoint to the Leavenworth Planning Commission Dennis Hund to an unexpired term ending May 1, 2027, reappoint to the Leavenworth Preservation Commission Kenneth Bateman and Sherry Hines-Whitson to terms ending May 1, 2028, appoint to the Library Board Rebecca Kellogg to an unexpired term ending April 30, 2028, and appoint Melissa Davis and Erin Sack to terms ending April 30, 2029. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Consider Cereal Malt Beverage License for Bill's on 4th at 2205 South 4th Street, #2 – City Clerk Sarah Bodensteiner presented for consideration approving the issuance of a 2025 Cereal Malt Beverage (CMB) License to Bill's on 4th, located at 2205 South 4th Street, #2. Bill's on 4th, a new restaurant, has submitted the application for an on premise consumption Cereal Malt Beverage License for their location in town. The Police Department has reviewed and approved the application.

Commissioner Martin moved to approve the issuance of a 2025 on premise consumption Cereal Malt Beverage License for Bill's on 4th, located at 2205 South 4th Street, #2. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Staff Report:

Public Comment/Interaction During Meetings Discussion – City Manager Scott Peterson lead a discussion with the City Commission regarding public comment and input at City Commission Meetings. Staff has recently received requests from commissioners to look into how the City handles public comment during regular City Commission meetings. We have also had a couple of moments in recent months where members of the public addressed the City Commission or staff during public comment and expected a response. These members of the public became frustrated when they did not receive any interaction from the Commission or Staff in the moment. Additional items discussed:

- Time limit – is three minutes sufficient for a member of the public to provide comment
- Group time limit – we currently ask that groups only have one representative come up to speak to allow for time. Should representatives for groups be given additional time to speak beyond that allowed for an individual?
- Public Comment during items on the current agenda – the officially designated public comment portion of the agenda only addresses members of the public wishing to speak on items not on the current agenda. The City does not specifically provide opportunities for members of the public to provide comment on items that are on the current agenda, although traditionally the Mayor has allowed members to comment when those agenda items are up for consideration. The Commission could consider providing clarity to the City's policy regarding when public comment will be allowed for items actually on the present agenda.
- Official City Policy – The City does not have an actual written policy for public comment. The Commission could also consider whether they want staff to put together a proposal for a written policy, or if the language the Mayor reads at the beginning of the meeting is sufficient.

Commissioners discussed the topic and heard from the City Attorney, David Waters from a legal standpoint. Multiple Commissioners were in favor of removing the caveat that public comment is only for items not on the agenda; if people come down they should be heard whether the item is on the agenda or not. All public comment will occur during public comment, no written policy, and time of 3 minutes is sufficient.

Solid Waste Update and Discussion – Public Works Director Brian Faust provided an update on refuse collection and lead a discussion on the future of refuse service. The City began enforcing new regulations regarding trash collection on July 31, 2023. These changes occurred after the delivery of the poly-carts and per recommendation from the Solid Waste Citizen's Task Force that were approved by the City Commission. The major changes were:

- Residents received a poly-cart (either 65- or 95-gallon) for their use. Residents had the option to opt out if they chose to.
- City would no longer provide trash bags.
- Residents could use the poly-cart and/or bags.
- The City would no longer pick up loose items (boxes/etc.).
- Large-item pickup would occur on Fridays with a limit of 2 items once/month per property.

Despite the changes, on-time residential collection has struggled. There are weeks when daily pickups are on time; however, there have been numerous occasions when pickup does not occur on the scheduled day. Usually the trash is collected the next day, but sometimes pickup may be delayed even longer. There are a number of factors for these delays:

- Weather – during significant winter events there were days that trash was not collected.
- Snow piled along the curb and narrow streets where plowed-in vehicles slowed collection.
- Holidays
- Equipment failures. While we have 6 trucks in the fleet, there are days when multiple trucks are out of service. Trash routes are hard on equipment – running 10 hours/day, constant start and stops, then highway miles to Shawnee and back.
- Staffing issues. At times we do not have enough drivers, but we have plenty of collectors and laborers. At other times we have enough drivers, but no one on the back of the truck.
- The majority of time we are not allowed to use the County's transfer station so trucks have to make the 2-hour round trip to the Shawnee landfill.
- While we are doing everything we can to make sure everyone knows the rules and that residents have options such as free first Saturdays and our recycling center, some properties haven't got the message. Some truly appear unaware of the changes while others appear to be 'working' the system to have any and everything collected. Staff is working through these challenges, but change can be difficult.

The two options for trash service moving forward are:

1. Keep this a City service.

- a. Keep funding and staffing at the current level. Continue to educate residents on what is and is not permitted with residential collection. At this point, staff feels that there will be only limited, if any, improvement in service. A local transfer station would help.
- b. Keep funding and staffing at the current level, but go to either biweekly collection or limit to poly-cart only or a hard limit on the number of bags.
- c. Provide additional staffing and equipment.
 - Maintaining full crews each day is challenging. Between injuries, sick days, no-calls, etc., it's rare that a week goes by with adequate staff.
 - We need 5 trucks running at all times – 4 on routes and 1 empty so drivers can stay on the route while empties are shuttled to the landfill. There will need to be a minimum of 2 additional trucks and 3 additional staff positions to make this work effectively.
 - The cost impact of this option is an increase in the 2026 rates by 11.3%. Current cost per household of \$19.89 in 2025 would increase to \$22.14 in 2026.

2. Privatize part or all of this city service.

- a. The City contracts with a service provider to provide all residential collection. The City of Lansing currently contracts with Waste Management for their service. Their rates, starting this June, will increase to approximately \$24 per household.
- b. The City requires each homeowner to contract with a private provider.
- c. Does the City keep recycling and the brush site? What about large-item pickup and free first Saturdays?

Commissioners discussed the topic and heard from the City Manager and Refuse Staff. Staff was requesting guidance in order to begin working on putting numbers and options together to bring back for further discussion with the Commission. The Commission requested numbers to give an idea of what the cost could be to build run/operate a transfer station and if we contracted out/leased to build and have contractor run the transfer station. Commissioners wanted to look at all options, to keep recycling and brush site and large pickup.

Consent Agenda:

Commissioner Martin moved to approve claims for March 21, 2025 through April 3, 2025, in the amount of \$1,712,487.75; Net amount for Payroll # 6 effective March 21, 2025 in the amount of \$436,381.39 (Includes Police & Fire Pension in the amount of \$7,753.58.) Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pittman declared the motion carried 5-0.

Other:

City Manager Scott Peterson:

- Mentioned the joint City-County meeting, working on dates and an agenda

Commissioner Hingula:

- Wished Commissioner Bauder well on her upcoming surgery
- Thanked those who came to the meeting tonight and invited more people to come

Commissioner Wilson:

- God bless and have a great week
- Love your neighbors

Mayor Pittman:

- Invited everyone to the State of the City on April 15th
- Egg hunt on Saturday at 10th Avenue Park

Adjournment:

Commissioner Bauder moved to adjourn the meeting. Commissioner Martin seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 7:13 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

POLICY REPORT PWD NO. 25-24


PUBLIC HEARING FOR THREE
FIRE DAMAGED UNSAFE STRUCTURES

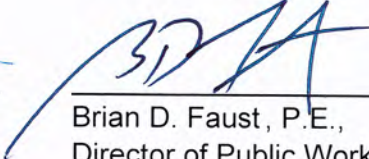
April 22, 2025

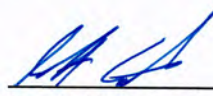
Prepared by:

Reviewed by:

Reviewed by:


Harold D. Burdette,
Chief Building Inspector


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


Scott Peterson,
City Manager

ISSUE:

Conduct a public hearing regarding the unsafe or dangerous structures located at 224 Miami Street, 1425 Grand Avenue and 1933 Miami Street.

BACKGROUND:

On February 25, 2025, the City Commission was presented a resolution regarding setting a date for a public hearing related to three fire damaged structures. The Commission approved a resolution setting April 22, 2025 as the date for a public hearing for the purposes of Chapter 20, Article V, of the City Code of Ordinances.

The fire damaged structures and current status are as follows:

224 Miami Street – damaged on 10-23-2024

City staff has recently spoken with the owner, who intends to make repairs. The owner has selected a contractor who should be applying for a permit soon.

1425 Grand Avenue – damaged on 12-1-2024

City staff has spoken with the owner in the last few weeks. The owner stated that she intended to make repairs, but staff has not received a permit application to date.

1933 Miami Street – damaged on 12-17-2024

City staff has received a permit application for the repairs, but staff is waiting for additional information before approving the application and issuing permits.

When structures are damaged by fire and the damage is severe enough that the settlement from the insurance company exceeds 75% of the face value of the policy covering the structure, the insurance company is required to draft a payment to the City of Leavenworth for 15% of the settlement. This money is to be used to either remove the structures if the owner decides not to repair them, or the money is returned to the property owners once repairs have progressed to a reasonable point, which is when the exterior has been repaired and the interior is ready for wall finishes to be installed.

The City has received proceeds from the insurance companies for these properties. The money will be returned to the property owners once repairs have progressed to a reasonable point or are completed and the structure is ready for occupancy, or the money will be used to have the structure demolished.

NOTIFICATION PROCEDURES:

The City Clerk published the resolution for the public hearing twice in the Leavenworth Times, and a copy of said resolution was mailed by certified, restricted delivery mail to the owners and lienholders of the properties in accordance with the requirements of Chapter 20, Article V, of the City Code of Ordinances.

RECOMMENDATION:

Staff recommends that the owners be given 30 days to begin the repairs to the structures or to start the demolition process. Staff will provide an update after the 30 days.

COMMISSION ACTION:

The Commission is asked to approve Resolution No. B-2395 giving the owners 30 days to begin the repairs to the structures or to start the demolition process. The Commission may also choose another amount of time to be given to the owners.

ATTACHMENT:

Resolution No. B-2395

Photos of the structures

(To Be Published in the Leavenworth Times on April 26, 2025)

RESOLUTION NO. B-2395

A FINDING THAT CERTAIN STRUCTURES HEREIN DESCRIBED ARE UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURES TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the enforcing officer of the City of Leavenworth, Kansas, did on the 7th day of February, 2025 file with the Governing Body a statement in writing that certain structures hereinafter described are unsafe or dangerous and should be ordered by the Governing Body to be repaired or demolished; and

DRAFT

WHEREAS, the Governing Body did adopt Resolution No. B-2395, directing the enforcement officer to fix the time for the repair or removal of such structures, and any lienholders of record, and occupants of such structures should be notified of such structures should not be demolished, repaired or removed, and the enforcement officer is providing civil notice of as provided by law.

WHEREAS, Resolution No. B-2395 was published in the City newspaper on March 1, 2025, and March 8, 2025, and a copy of said Resolution was mailed and served on the owner, agents and/or lienholder of record of such structure as provided by law; and

WHEREAS, on April 22, 2025, the Governing Body heard all evidence submitted by the environmental officer of the City and heard any evidence submitted by the owner, agents, or lienholders of record.

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

Section 1. That the Governing Body hereby finds that the following structures are unsafe and dangerous structures. The owner of each structure is hereby directed to commence repair or removal of such structure on or before that date which is listed below, or within the number of days after publication of this resolution as listed below, and if such owner fails to commence such repair or removal within the time stated or fails to diligently prosecute the same until the work is complete, said Governing Body shall cause the structure to be razed and removed and the cost of such razing and removing, less salvage, if any, will be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

The following properties are hereby given an extension for repair or removal at which time the Governing Body will review at their regular meeting to be held on June 10, 2025.

The structure is described as: A single-family structure located at **224 Miami Street**. The property is legally described as: Lot 13, Block 26 of Leavenworth City Proper, Leavenworth, Kansas. CAMA 0772503107017000

The structure is described as: A single-family structure located at **1425 Grand Avenue**. The property is legally described as: Lot 20, Less N 2' & N ½ of Lot 21, Block 17 of Stilling's Subdivision, Leavenworth, Kansas. CAMA 0773503029009000

The structure is described as: A single-family structure located at **1933 Miami Street**. The property is legally described as: Lot 2 of Whispering Pines Subdivision (Revised),

Leavenworth, Kansas. CAMA 0782703008014000

Section 2. That, in the event such structures are not repaired or removed as provided in and within the time periods established in this Resolution, the City Manager, the City Clerk, the Chief of Police, and the Director of Planning and Community Development, and their respective designees are hereby authorized and directed to cause such structures to be razed and removed in accordance with applicable law and without further action by the Governing Body.

DRAFT

PASSED AND ADOPTED by the City Commission of the City of Leavenworth, Kansas, this 22nd day of April, 2025.

Holly Pittman, Mayor

{SEAL}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

224 Miami Street



1425 Grand Avenue

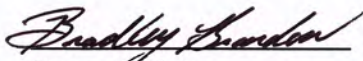


1933 Miami Street



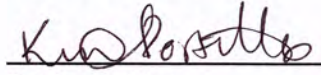
POLICY REPORT
Community Development Block Grant
2025-26 Annual Action Plan
April 22, 2025

PREPARED BY:



Prepared by:
Bradley Brandon
Community Development
Coordinator

REVIEWED BY:



Reviewed by:
Kim Portillo
Director of Planning &
Community Development

REVIEWED BY:



Reviewed by:
Scott Peterson
City Manager

Discussion:

As an entitlement community, Leavenworth is required by the Department of Housing and Urban Development (HUD) to submit an Annual Action Plan. The Annual Action Plan is formulated using an electronic planning tool, provided by HUD, and reflects the corresponding 5 year Consolidated Plan. The 2025-26 Annual Action Plan is the fourth year of the City's 2022-26 Consolidated Plan and has a grant period of July 1, 2025 to June 30, 2026.

The entitlement award figure for the 2024 grant year has yet to be announced, therefore, the 2024 grant year award, \$346,784, is being used as a projected figure. Any difference in actual award will result in a proportionate increase or decrease from the estimated funding levels to match actual allocation amounts. Distribution in funding to CDBG programs is reflective of recent years. On April 14, 2025, CDAB approved the 2025 Annual Action Plan in its draft form and to be updated once HUD has announced the entitlement award figure.

CDAB held two open public meetings to solicit community input on February 10, 2025 and April 14, 2025. One public comment was received unrelated to the CDBG program, and was about the federal governments handling of social security. The needs in the community will continue to be monitored with the statistics received from our public service agencies, requests for Community Development Block Grant program funds for low to moderate income, and by the staff in Community Development.

The proposed 2025-26 Annual Action Plan can be viewed at:

<https://www.visitleavenworthks.com/cd/page/community-development-block-grant-and-emergency-solutions-grant>

Scroll to the bottom of the page and click the link entitled, **2025-26 Annual Action Plan Draft**.

Final Copy:

Certifications to be signed by Mayor Pittman and/or the City Manager will be added to the plan before electronic submission to HUD. Printed copies will be distributed to the Leavenworth Public Library and in the Leavenworth City Community Development Department, as well as, uploaded to the City's website.

Recommended Action:

Motion to adopt the attached resolution adopting and authorizing the submission of the 2025-2026 Annual Action Plan to HUD.

RESOLUTION NO. B-2396

**A RESOLUTION AUTHORIZING AND ADOPTING THE 2025-2026
ANNUAL ACTION PLAN OF THE CITY OF LEAVENWORTH
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

WHEREAS, the Community Development Advisory Board (CDAB) held public hearings on February 10, 2025 and April 14, 2025 to receive input from citizens and agencies having interest in the Community Development Block Grant program; and

WHEREAS, the CDAB recommends approval of the 2025-2026 Annual Action Plan to and by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION, CITY OF LEAVENWORTH, KANSAS, AS FOLLOWS:

Section 1. The Annual Action Plan for July 1, 2025 through June 30, 2026 is hereby adopted as presented.

Section 2. The City has met the requirements for citizen participation in preparation of this plan and has allowed the maximum feasible opportunity for persons or agencies to identify needs and present concepts to help meet those needs through the CDBG program.

Section 3. The City has reviewed its housing and non-housing needs in preparation of this document. This document is not in conflict with any provisions of the Five-year Action Plan prepared for the operation and administration of public housing programs in Leavenworth.

Section 4. The City has consulted with representatives of area agencies in the preparation of this document, for the purpose of furthering the objectives of the CDBG program.

Section 5. The City is taking all necessary steps to analyze and take appropriate action to further fair housing goals as outlined in the regional Fair Housing Assessment.

Section 6. This resolution shall take effect from and after its passage as provided by law.

ADOPTED THIS 22nd day of April 2025.

Holly Pittman, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC City Clerk

EXECUTIVE SUMMARY

AP-05 EXECUTIVE SUMMARY - 24 CFR 91.200(C), 91.220(B)

1. Introduction

The 2025 Annual Action Plan (AAP) sets forth the proposed budgets and activities to be performed during the third year of the 2022-26 Consolidated Plan. National objectives to be met during the 2025 program year are:

- meeting urgent community need
- benefit low and moderate income persons
- prevention or elimination of slums or blight

2. Summarize the objectives and outcomes identified in the Plan

The City of Leavenworth has developed goals and priorities based on projected funding for the 2025-26 program year, citizen input, and data assembled for the 2022-26 Consolidated Plan. The City will continue programs that assist low and moderate income residents, sustain and improve their housing through home repairs and accessibility modifications with use of the Home Repair Program. Due to the City having over 50% rental housing, we encourage home ownership through our Home Ownership Program that provides assistance in half of a down payment, closing costs, and/or interest rate buy-down. The City's Code Enforcement actively vets out dangerous structures in the community and works toward their elimination for public safety. Public service agencies are funded rent or utility reimbursement of their agency location for them to serve the low and moderate income residents by providing basic needs and wrap around services to clientele. Infrastructure needs have been identified in the northeast section of the City for safe sidewalks to be created and/or replaced.

3. Evaluation of past performance

Leavenworth became an entitlement city for Community Development Block Grant funds in 1984. The City of Leavenworth has a successful history of administering federal programs by professional City staff and through community agency partnerships. Results of Leavenworth's activities are reported using the Consolidated Annual Performance and Evaluation Report (CAPER) and can be found on the City's website. The City supports qualified non-profit public service agencies by applying and administering Emergency Solutions Grant (ESG) funding from Kansas Housing Resource Corporation (KHRC).

4. Summary of Citizen Participation Process and consultation process

Abiding by the City's Citizen Participation Plan, the City holds hearings at a time and location convenient to potential and actual beneficiaries and with accommodation for persons with disabilities, as well as, provide a qualified interpreter at the public hearing to accommodate the needs of these residents, upon request. Citizens can file an ADA Grievance to the City Manager via phone or online, <https://www.leavenworthks.org/citymanager/webform/report-ada-grievance>.

The City of Leavenworth uses a variety of formats for consultation and participation including traditional public hearings, newspaper notices, website postings, televising the City Commission Meetings, Community Development Advisory Board meetings, as well as, the City's many other board meetings.

City staff directly contacted public service agencies, Leavenworth Public Housing Authority, community churches, government agencies and local agencies for participation and input for the 2022-26 Consolidated Plan. The City uses electronic media and the local newspaper for publication notification to ask for public testimony regarding unmet community needs for low/moderate income persons of Leavenworth for this 2025-26 AAP. This public notification was posted on January 10, 2025 that a public hearing would take place on February 10, 2025.

On March 6, 2025 there was another public notification was posted advising another public hearing will be held on April 14, 2025 for approval or disapproval of the 2025-26 AAP.

5. Summary of public comments

A copy of the minutes and sign in sheets from the public hearings on February 10, 2025 be attached to this AAP when submitted to HUD.

The February 10, 2025 public hearing resulted in no public comment. No written comments were received.

All comments will be accepted, regardless of content.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments will always be accepted, regardless of content.

7. Summary

This 2025 AAP allocates funding for projects that address the priorities identified in the 2022-26 Consolidated Plan. The City of Leavenworth prepared the 2022-26 Consolidated Plan to strategically implement its CDBG programs and use funding to provide services that are responsive to the priorities identified in the citizen survey and public comments related to housing, removal of dangerous structures, and public services funding.

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PR-05 LEAD & RESPONSIBLE AGENCIES – 91.200(B)

1. **Agency/entity responsible for preparing/administering the Consolidated Plan**

Agency Role	Name	Department/Agency
Lead Agency	LEAVENWORTH	
CDBG Administrator	LEAVENWORTH	Community Development

Table 1 – Responsible Agencies

Consolidated Plan Public Contact Information

City of Leavenworth

100 N. 5th St

Leavenworth, KS 66048

Community Development Coordinator, Bradley Brandon

Bradley.brandon@firstcity.org

913-680-2628

Planning and Community Development Director, Kim Portillo

Kim.portillo@firstcity.org

913-680-2616

1. Introduction

The City is committed to working and communicating with local public service agencies, service providers, and other entities to create solutions to best address the needs of the City. The City has listed these participants on Table 2.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City promotes citizen participation and notification by utilizing social media and televising all City Commission Meetings, Community Development Advisory Board Meetings, as well as, every City board that meets on the local channel 2, as one form of communication to keep the public informed. The agenda packets for these meetings are shared on the City's website and social media to advise the public of subject matter, time, and location. Public hearing notifications are also posted in the local newspaper. Meetings are conducted at City Hall, which has ADA compliant entry. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies and procedures to participate in a City program, service, or activity can contact the applicable City department or ADA Coordinator, City Manager Scott Peterson, 48 hours prior to the meeting or event.

Partnerships with the local service providers, agencies and governmental groups provide an opportunity for joint problem. City staff attends the monthly Leavenworth County Human Service Council (LCHSC) meetings to communicate and be advised of activities and needs of the 35 agencies that are members. When needed, the City presents information to LCHSC about use of ARPA funds, economic development, and transportation service updates for the agencies to be aware of resources and growth within the City that better assist these agencies to provide wrap around services. Leveraging off one another is encouraged to provide the best available services to our citizens.

The City's Community Development Advisory Board (CDAB) reviews all applications for CDBG public service agency funding. Each agency has an opportunity during a CDAB meeting to give a short presentation and review of the agency before CDAB votes on CDBG funding.

The City applies for and administers the Emergency Solutions Grant funding from Kansas Housing Resource Corporation (KHRC) and subawards to qualified agencies for Rapid

Rehousing, Homeless Prevention, Emergency Shelter, and/or Street Outreach. Each year's application from the City to KHRC is depending upon the need of qualified applying agencies.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Agencies in the City, that provide homelessness services, set the parameters for participation in their programs, which are typically below the HUD threshold for low income. Leavenworth Interfaith Community of Hope, Catholic Charities of NE KS, and partnering agencies in the City meet on a regular basis and annually devise plans regarding Point-In-Time (PIT) homeless count efforts.

City staff attends monthly Kansas Balance of State Continuum of Care meetings for the NE Region and Kansas Balance of State Continuum of Care meetings to maintain partnerships and to continue to be aware of the challenges homelessness has in Leavenworth, in order to better service the agencies.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Emergency Solutions Grant (ESG) allocations are determined by an application process to Kansas Housing Resource Corporation (KHRC) from the City. The City provides administrative oversight for the projects that qualified agencies can apply for ESG funding for the City to subaward to them. Performance standards and evaluations are conducted by KHRC. Part of administering the grant, the City will monitor during the grant year and require the subawarded agencies to be in compliance with the current ESG Handbook that is composed by KHRC and the current Written Standards composed by KS Balance of State Continuum of Care. Compliance does include participation in Homeless Management Information System (HMIS).

The City's Standard of Procedures and Written Standards for ESG funds were most recently viewed by KHRC in February 2024 during a monitoring. These practices will be utilized until otherwise directed by KHRC. The City requires for its ESG sub-awardees to follow all ESG regulations and requests from the City and KHRC.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	<i>CATHOLIC CHARITIES OF NE KANSAS</i>
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans. Currently receives CDBG and ESG funding from the City.
2	Agency/Group/Organization	<i>Leavenworth Interfaith Community of Hope</i>
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans. Currently receives CDBG funding from the City.

3	Agency/Group/Organization	<i>ST VINCENT CLINIC</i>
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans. Currently receives CDBG funding from the City.
4	Agency/Group/Organization	<i>The Guidance Center</i>
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Service-Employment Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans. Currently receives CDBG funding from the City.

5	Agency/Group/Organization	<i>COURT APPOINTED SPECIAL ADVOCATES</i>
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-Education Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans. Currently receives CDBG funding from the City.
6	Agency/Group/Organization	<i>ALLIANCE AGAINST FAMILY VIOLENCE</i>
	Agency/Group/Organization Type	Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans. Currently requesting funds from the city for CDBG funding.
7	Agency/Group/Organization	<i>The Salvation Army</i>
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans.
8	Agency/Group/Organization	<i>Leavenworth Housing Authority</i>
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans.
9	Agency/Group/Organization	<i>Dept. of Veteran Affairs</i>
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans.
10	Agency/Group/Organization	<i>Grossman Center</i>
	Agency/Group/Organization Type	Services-Health Services-Education Health Agency

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans.
11	Agency/Group/Organization	<i>Department for Families and Children</i>
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Victims of Domestic Violence Services-Health Child Welfare Agency Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans.
12	Agency/Group/Organization	<i>Council on Aging</i>
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans.

13	Agency/Group/Organization	<i>Northeast Kansas CAP</i>
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans.
14	Agency/Group/Organization	<i>Local Internet & Broadband Companies</i>
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	internet/broadband/fiber optic
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Internet providers continue to work with the City's Public Works for installation of fiber optic, as well as, offering discounted rates for low income households.
15	Agency/Group/Organization	<i>Leavenworth County Emergency Management</i>
	Agency/Group/Organization Type	Agency - Emergency Management
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meets with the City's Fire, Police, & Public Works all year. The agencies work together to accomplish a response and recovery processes including self-preparedness for emergent events.
16	Agency/Group/Organization	<i>FEMA</i>
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Other government - Federal
	What section of the Plan was addressed by Consultation?	Public Housing Needs Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City's Engineering utilizes FEMA for the 100yr flood plain mapping to assure no building occurs to uphold public safety & sustainable housing. Storm water resources, training & education are ongoing to localize flooding.
17	Agency/Group/Organization	<i>City of Leavenworth</i>
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	2022-26 Con Plan & its creation
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City's Community Development, Code Enforcement, Rental Property Coordinator, Public Works, Engineering, Inspections, Police, & Fire are many of the departments of the City consulted for their designated role and strategic input of this AAP and the Con Plan. The Community Development Advisory Board offers input and voting of funds.
18	Agency/Group/Organization	<i>The Leavenworth Mission</i>
	Agency/Group/Organization Type	Services-Homeless Other-Food Pantry
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, and current/future plans. Currently receives CDBG funding from the city.
19	Agency/Group/Organization	<i>United Way of Leavenworth County</i>
	Agency/Group/Organization Type	Services-Children Services- Employment Services-Health Services-Education Businesses and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, current/future plans
20	Agency/Group/Organization	<i>Kansas Housing Resource Corporation</i>
	Agency/Group/Organization Type	Housing Services-Housing Services-Homeless Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs – Chronically homeless Homeless Needs – Families with Children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied Youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input requested about service provided, data collection, current/future plans

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Leavenworth did not exclude any specific group or individuals from being consulted. There are groups that were requested to consult without a response given to the City.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Kansas Statewide Homeless Coalition	Strategic goals align for services provided. Coordination in terms of homeless program delivery and strategic planning.
ESG	Kansas Housing Resource Corporation	The City is a recipient of ESG funding that sub-awards to qualified agencies for Rapid Rehousing, Homeless Prevention, Street Outreach, and/or Emergency Shelter. The City will apply and sub-award to qualified agencies for qualified programs.

Table 3 – Other local / regional / federal planning efforts

Narrative

The majority of service providers and public service agencies that were consulted for the 2022-26 Consolidated Planning have been involved in some type of consultation for this AAP during numerous meetings and other forums. The City promotes and encourages positive community collaboration.

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1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Leavenworth reached out in five different ways to contact residents for input, as well as, approval or disapproval of the 2025 Annual Action Plan. This year's Annual Action Plan is the third year of the 2022-26 Consolidated Plan, which was prepared with use of an internet survey using Survey Monkey. The survey was promoted via public hearing, City Website, Facebook, Instagram, newspaper, and Next Door. Furthermore, the City has a Citizen Participation Plan that was abided by and its current version was revised on May 5, 2020.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/ broad community	Residents were given the opportunity to speak regarding unmet need for low and moderate income persons on 2-10-25 at City Hall, handicap accessible location, and those with language barriers could contact the City to arrange an interpreter.	No comments received.	All comments will always be accepted, regardless of content.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-targeted/broad community	Residents will be given the opportunity to speak for or against the 2025-26 Annual Action Plan on 4-14-25 at City Hall, handicap accessible location, and those with language barriers could contact the City to arrange an interpreter.	One comment received related to current federal government policies regarding social security.	All comments will always be accepted, regardless of content.	
3	Internet Outreach	Non-targeted/broad community	Advertised upcoming Community Development Advisory Board Meetings and City Commission Meetings with dates, location and agenda packets. Video and minutes of meetings were posted to the City's website.	N/A	All comments will always be accepted, regardless of content.	https://www.leavenworthks.org/

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Non-targeted/broad community	Legal notices were posted in the local newspaper, The Leavenworth Times, to encourage participation in the hearings and/or to give public comment.	It is unknown if this method of outreach generated comment received.	All comments will always be accepted, regardless of content.	
5	Facebook	Non-targeted/broad community	The City's Public Information Officer posts notification of Community Development Advisory Board Meetings and City Commission Meetings to inform residents of public hearing opportunities and notifications.	It is unknown if this method of outreach generated comment received.	All comments will always be accepted, regardless of content.	https://www.facebook.com/CityofLeavenworthKS

Table 4 – Citizen Participation Outreach

EXPECTED RESOURCES

AP-15 EXPECTED RESOURCES – 91.220(C)(1,2)

Introduction

The 2025 program year begins on July 1, 2025 and ends on June 30, 2026. The City's allocation of the 2024 program year, \$346,784, was utilized as the projected allocation of the 2025 program year before HUD's 2025 allocation announcement. Projected allocation was voted upon and approved for all proposed activity budgets to be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.

The *Expected Amount Available Remainder of Con Plan*, \$327,508.00, is the average of the last 10 years of entitlement funds to represent the remaining year of the 2022-26 Consolidated Plan. Program Income is not expected, but if received it would be from paying off liens of persons breaking lien agreements who participated in the Home Ownership Program, Home Repair Program, or past demos.

The start of the 2022-2026 Con Plan funding was voted on by the City's Community Development Advisory Board and the City Commission to pro-rata any previous years of funding that had remaining balances to activities without caps, therefore, this eliminated public service agencies and administration. It is believed these remaining balances exist due to a lack of Community Development Coordinator, consistent infrastructure projects, qualified home ownership applicants, and greater award amounts to home repair projects in the last several years. The 2024 program was not staffed for more than three months causing programs to pause for more than three months.

In the 2025 program year, activity funds will continue to be evaluated, as the program year progresses. If a greater funding need should rise in an activity, then the City's Citizen Participation Plan will be referred to and abided by. Caps to public service agencies and administration will be abided by and only 2025 funds will be available for such activities.

Unexpended prior year funds from 2021, 2022, 2023 and 2024 will be planned for use in the 2025 activities, accordingly. Previous program year funding that was not exhausted in the 2024 program year, will then be utilized in the perspective 2025 program year activities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	346,784	0	0	346,784	327,508.00	Funding will be used to advance priorities identified in the 2022-26 Consolidated Plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Program Income is not expected to occur, but will be reported to HUD if received, as required. Program Income possibilities have been minimized to paid off liens from persons breaking lien agreements that participated in the Home Ownership Program, Home Repair Program, or past demos.

The City will partner with agencies in the Public Service category to award the maximum amount of 15% entitlement fund. Public Service Agencies assist low and moderate income citizens of the City. Each agency has additional community funds and other grants so that CDBG is not the sole source of funding. These sources will be recognized in the 2025 CAPER to capture the entirety of funding and sources.

The City will require sub-awarded agencies to provide matching funds, as required by KHRC, to receive Emergency Solutions Grant funding. It is expected that KHRC will continue to approve the annual grant application from the City and provide equivalent funding for the 2025 program year.

Additional funds from the City assist in leveraging many projects that are supported with CDBG funds. Multiple City Departments play a role in leveraging with their expertise and services. Inspections Department provides the CDBG Home Repair Program an initial inspector to help assess safety and repair needs to qualified applicants. The Engineering Department provides the planning and development of potential infrastructure projects. Code Enforcement assists to identify slum and blighted properties. The City Planner has cross trained to assist in Environmental Reviews for CDBG funded projects.

Leavenworth Housing Authority (LHA) has 145 VASH vouchers and there is a short waiting list for the veterans to utilize these vouchers. LHA is currently assisting 240 families with the Housing Choice Program/Section 8 with over 500 on the waiting list. These voucher programs will assist with homelessness in our City. Also, Public Housing Capital Fund is received by LHA in the amount of \$209,449.00. It is expected to be received every year during the Consolidated Plan period and will assist in the safety of the tenants for sustainable housing.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

While the City owns several parks and buildings that are improved and maintained, there is no identified land or property that would be addressing needs of the 2022-26 Consolidated Plan, at this time.

Discussion

Community agencies provide additional funds to match CDBG and ESG funds to broaden the reach to the needed community. Leavenworth Housing Authority continues to manage voucher programs for housing to low and moderate income families, as well as, use of the Public Housing Capital Fund. The City has allocated ARPA funding to prevent homelessness and help address sustainable housing for low and moderate income persons. The City has staff from multiple departments that play a role in CDBG fund usage while utilizing their own department's budget.

ANNUAL GOALS AND OBJECTIVES

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Home Repair	2022	2026	Affordable Housing Non-Homeless Special Needs	City of Leavenworth	Home Repair	CDBG: \$93,621.96	Homeowner Housing Rehabilitated: 11 Household Housing Unit
2	Public Services Agencies	2022	2026	Non-Housing Community Development	City of Leavenworth	Public Service Agencies	CDBG: \$52,012.20	Public service activities other than Low/Moderate Income Housing Benefit: 7000 Persons Assisted
3	Home Ownership Assistance Program	2022	2026	Affordable Housing	City of Leavenworth	Home Ownership Assistance Program	CDBG: \$52,012.20	Direct Financial Assistance to Homebuyers: 5 Households Assisted
4	Neighborhood Stabilization	2022	2026	Non-Housing Community Development	City of Leavenworth	Neighborhood Stabilization	CDBG: \$81,637.14	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Buildings Demolished: 2 Buildings
5	Program Administration	2022	2026	Administration	City of Leavenworth		CDBG: \$69,349.60	Other: 1 Other

Table 6 – Goals Summary

Annual Action Plan

2025

22

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

The Home Repair Program was planned to be of assistance to 55 owner occupied homeowners during the course of 2022-26 program years. Qualified applicants for the HRP are expected to be a mix of extremely low-income, low-income and moderate-income households with the majority being low income, as has trended in past years. The 2025 AAP goal is to assist 11 owner occupied homes. Radon testing and mitigation will also be components to funding of awarded homeowners.

The Home Ownership Program is expected to be of assistance to 25 new owner occupied homeowners to the City of Leavenworth during the course of 2022-26 program years. The 2025 AAP goal is to assist 5 qualified applicants in acquisition of a qualified home inside City limits. Qualified applicants for the program are expected to be a mix of low-income and moderate-income households with the majority being low or moderate income. It is not common for the extremely low-income to get preapproved by a lender, yet it is possible.

Goal Descriptions

1	Goal Name	Home Repair
	Goal Description	Home repairs for low and moderate income homeowners including emergency repairs, weatherization, and minor exterior repairs to owner occupied homes in Leavenworth City.
2	Goal Name	Public Services Agencies
	Goal Description	Public Service Agencies in the community provide needed assistance in Leavenworth City. Services include housing assistance, utility assistance, mental health services, substance abuse counseling, and food. Awarded funds to agencies will provide rent and/or utility assistance to the agency, itself while they provide these services.
3	Goal Name	Home Ownership Assistance Program
	Goal Description	Home buyer assistance for down payment and associated purchase costs provided for low and moderate income individuals and families for homes in the City of Leavenworth.
4	Goal Name	Neighborhood Stabilization
	Goal Description	Structurally unsound and uninhabitable structures will be removed for the safety and security of the City of Leavenworth's community. Infrastructure projects will consist of sidewalks replacement, as needed, for community safety and ADA compliance. Streets and sewer lines have been identified as potential infrastructure projects for this goal in the Consolidated Plan, if needed, but sidewalks with ADA compliance are the primary focus for this grant year. During this grant year I intend to start the process of at least one CDBG funded demolition in an opportunity zone.
5	Goal Name	Program Administration
	Goal Description	Program oversight of CDBG for the City of Leavenworth.

PROJECTS

AP-35 PROJECTS – 91.220(D)

Introduction

Below are the projects for the third year of the 2022-2026 Consolidated Plan. A housing and community development survey conducted in late 2021 identified housing and public service needs with homelessness and severe mental illness being the strongest opinion of needing additional resources.

Projects

#	Project Name
1	Home Repair
2	Home Ownership Assistance Program
3	Public Service Agencies
4	Neighborhood Stabilization
5	Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities in the 2025 AAP directly relate to the needs identified in the 2022-2026 Consolidated Plan. Needs include, affordable housing, public services, homeless person services, infrastructure needs and blight elimination. The 2025 allocation was distributed somewhat like the previous year.

Affordable housing continues to be a great obstacle for many residents and homeownership remains low at 51%. Fort Leavenworth soldiers are offered BAH funding to live off the confinements of the Fort putting greater pressure on the rental market for those citizens that do not have equivalent benefits. The combination of the Fort's BAH benefit, current housing market interest rates and housing market, in general, causes great strain on renters in the City. The Home Repair Program will assist in providing sustainable and affordable housing while radon testing and mitigation are worked into the program as the City has been identified as being located in Zone 1. The Home Ownership Program will assist in purchasing of permanent housing. Interest rates continue to climb, as well as the housing market creating the purchase

of a home for low to moderate income persons difficult.

Public service agencies that applied and were voted upon for funding with CDBG funds will assist in addressing the mental illnesses, homelessness, food insecurity, job acquisition and other community needs.

Neighborhood Stabilization could possibly have contractor availability issues due to the strain on lack of employees and back logs of jobs. This will be monitored closely when those projects are planned and will have to be evaluated immediately at the beginning of planning, as these possibilities can change easily with economic changes.

DRAFT

AP-38 PROJECT SUMMARY

Project Summary Information

1	Project Name	Home Repair
	Target Area	City of Leavenworth
	Goals Supported	Home Repair
	Needs Addressed	Home Repair
	Funding	CDBG: \$93,621.96
	Description	Minor home repairs, to include emergent when necessary for roof, electrical, doors, plumbing, heating, A/C, insulation, private sanitary sewer, and minor exterior for low and moderate income homeowners. Radon mitigation will be included for homes with mitigation needs. Accessibility is addressed with ramps, grab bars, and other identified accessibility needs.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 6 low-income families and 4 moderate-income families will benefit from this program.
	Location Description	Projects will occur within the corporate limits of the City of Leavenworth.
	Planned Activities	Minor home repairs including emergency repairs and handicap accessibility.
2	Project Name	Home Ownership Assistance Program
	Target Area	City of Leavenworth
	Goals Supported	Home Ownership Assistance Program
	Needs Addressed	Home Ownership Assistance Program
	Funding	CDBG: \$52,012.20
	Description	Homebuyer assistance for down payment and associated purchase costs provided to low and moderate income individuals or families.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 low-income and 3 moderate-income individuals or families will benefit from this program.
	Location Description	Projects will occur within the City of Leavenworth corporate limits.

	Planned Activities	Provide down payment and associated purchase costs to low and moderate income individuals or families.
3	Project Name	Public Service Agencies
	Target Area	City of Leavenworth
	Goals Supported	Public Services Agencies
	Needs Addressed	Public Service Agencies
	Funding	CDBG: \$52,012.20
	Description	Community public service agencies provide needed assistance in Leavenworth. Agency services include housing assistance, utility assistance, medical, mental health, substance abuse, and food. Agencies are awarded rent or utility reimbursement for their agency location to provide such services.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Public service agencies will assist approximately 7,000 low to moderate income persons in Leavenworth.
	Location Description	Agencies will offer services within the City of Leavenworth corporate limit.
	Planned Activities	Agencies are awarded rent or utility reimbursement for their agency location.
4	Project Name	Neighborhood Stabilization
	Target Area	City of Leavenworth
	Goals Supported	Neighborhood Stabilization
	Needs Addressed	Neighborhood Stabilization
	Funding	CDBG: \$79,752.04
	Description	Structurally unsound and uninhabitable structures will be removed for the safety and security of the City of Leavenworth's community. The Director of Planning and Community Development has advised CDBG demo funding may not be needed this grant year. Infrastructure projects will consist of sidewalks replacement, as needed, for community safety and ADA compliance. Streets and sewer lines have been identified as potential infrastructure projects for this goal in the Consolidated Plan, if needed, but sidewalks with ADA compliance are the primary focus for this grant year.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Low and moderate income families will be assisted with these projects. The estimate of the number will vary upon needs that arise.
	Location Description	These activities will take place within the City of Leavenworth corporate limits.

	Planned Activities	Structurally unsound and uninhabitable structures will be removed for the safety and security of the surrounding neighborhoods. Sidewalks, and sewer lines will be replaced as needed for community safety.
5	Project Name	Administration
	Target Area	City of Leavenworth
	Goals Supported	Program Administration
	Needs Addressed	
	Funding	CDBG: \$69,349.60
	Description	Management of all projects and their activities including monitoring, compliance, reporting, environmental review, and closeout. This activity includes Fair Housing activities and planning studies for compliance of programs.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Program Delivery
	Location Description	Project will occur within the corporate limits of the City of Leavenworth unless travel is required.
	Planned Activities	Administration of CDBG projects and Fair Housing activities.

AP-50 GEOGRAPHIC DISTRIBUTION – 91.220(F)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Leavenworth does not target a specific geographic area or areas of minority concentration for special funding in the 2025 program year.

The City does have an Opportunity Zone in the north east corner of the City that could potentially be a future location of an infrastructure project. Opportunity Zones are economically distressed communities, defined by individual census tract, nominated by America's governors, and certified by the U.S. Secretary of the Treasury via his delegation of that authority to the Internal Revenue Service.

Qualified applicants for the Home Ownership Assistance Program and Home Repair Program are partially evaluated for qualification based on the current HUD income limits. ESG funded activities such as, Rapid Re-Housing, Homeless Prevention, and public service programs are offered to all citizens who qualify for those services.

Blight removal is determined based on structures identified by the Code Enforcement officers, presented by the City Planner and approved for removal by the City Commission. The public infrastructure projects are selected by the Public Works and Planning Departments based on priority.

Infrastructure, by means of sidewalk and ADA ramps, will be determined as the priority with use of Neighborhood Stabilization CDBG funding. The City's Community Development Coordinator will be working closely with the Public Works Department to identify the greatest need of sidewalk replacement.

Geographic Distribution

Target Area	Percentage of Funds
City of Leavenworth	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

We are not choosing to invest geographically, but rather the entirety of the City.

Discussion

The CDBG program is not targeted. It reaches any low and moderate income citizen and area needing assistance.

AFFORDABLE HOUSING

AP-55 AFFORDABLE HOUSING – 91.220(G)

Introduction

Affordable housing is addressed in several ways to meet the needs of the low income population. The Home Repair Program helps low to moderate income home owners remain in their home. It also strives to provide decent, safe, and sanitary requirements for a healthy home and prevents potential homelessness. The Home Ownership program provides assistance for low to moderate income residents to move from rental to ownership, often lowering their overall housing costs and satisfies attainable and sustainable housing needs. Funding to public service agencies that assist with homelessness, and many other community needs, provide support for Leavenworth housing and wrap around services.

These estimates do not include the provision of emergency shelter, transitional shelter or social services, but do reflect the estimated outcome of the City's CDBG Home Repair and Home Ownership program activities.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	16
Special-Needs	0
Total	16

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	11
Acquisition of Existing Units	5
Total	16

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

During the 2025 program year, the City will continue investing in home repairs and home ownership as ways to assist low and moderate income residents with their housing costs. The City will also continue to work with the community's public service agencies to provide services to the homeless.

Introduction

The Leavenworth Housing Authority (LHA) has designated a small public housing agency with decision making authority for budget, personnel and policy adoption resting with the City Commission. Leavenworth provides a 105 unit high-rise (Planters II) for those over 65 and disabled persons. LHA is currently assisting 240 participants, who may rent from willing market-rate landlords. The LHA also administers 145 VASH vouchers for the Veteran's Administration.

Actions planned during the next year to address the needs to public housing

LHA has planned to maintain and continue further improvement to the common areas of the Planters II building this year. LHA will be starting the Chiller System Replacement project to the building this program year.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Tenants are involved with management on a regular basis through expressing concerns, suggesting ideas for improvements, and with assistance for planning activities. Due to most residents being on a fixed income, LHA does not do formal presentation on homeownership, but refer any inquiries to the Community Development Coordinator.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

LHA is not designated as troubled.

Discussion

The City of Leavenworth has a strong staff that oversees the needs of LHA residents. Leavenworth City's Rental Property Coordinator works together with LHA staff for LHA residents.

Introduction

Continuum of Care (CoC) is a collaborative approach to planning and funding for services related to homelessness. Most CoCs are established to plan services in metropolitan areas. Balance of State CoCs cover the areas of a state that do not have the resources to establish their own CoC. The KS BoS CoC is made up of all service providers, advocates, local government officials, and citizens who work to eliminate homelessness. The KS BoS CoC is divided into regions and Leavenworth is in Region 5. KS BoS CoC plays a key role in education and support to the City and its public service agencies that provide services for homelessness. The PIT count was conducted in Leavenworth County in January 2024.

The City administers the Emergency Solutions Grant (ESG) from Kansas Housing Resource Corporation (KHRC) to Catholic Charities of NE KS for Homeless Prevention and Rapid Rehousing, as well as, Emergency Shelter funding to Leavenworth Interfaith Community of Hope. The City and the agencies expect to be applying for ESG funding again, for the 2025 program year. Other qualified agencies will be able to apply for funding, but this information will not be determined at the time of this AAP presentation to Leavenworth's citizens due to the timing of application period for ESG funds.

CDBG funds are awarded to public service agencies for their facility's rent or utility reimbursement to support the agency's ability to provide assistance with food and housing associated with homelessness, as well as, general health and mental health services, and/or substance abuse, which often directly effects homelessness and other special needs.

The City does not receive Housing Opportunities for Persons With AIDS (HOPWA) funding.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City addresses homelessness and those unsheltered primarily through the Continuum of Care providers and the Emergency Solutions Grant. Many of these agencies complete assessments on those served to assist in wrap around service preparation. This process has many of our agencies working cohesively and assuring that duplication of benefits does not occur for compliance purposes.

ESG is awarded to, and administered by, the City from the Kansas Housing Resources Corporation, and is then subawarded to Catholic Charities of Northeast Kansas (CCNEKS) to provide Homeless Prevention and Rapid Re-housing. The City subawards Leavenworth Interfaith Community of Hope (LICOH) Emergency Shelter funding. At the time of this AAP creation, the City does not have an agency that receives Street Outreach funding, however, LICOH may possibly apply for Street Outreach in the

future.

CCNEKS operates a Family Support Center that assists in meeting the needs of vulnerable households including, but not limited to, resolving crisis, food assistance, clothing, direct financial rent & utility assistance, case management, budget coaching, financial education, and employment support. CCNEKS continues to be a reliable agency that the citizens of Leavenworth have been able to turn to for decades.

LICOH provides the homeless a day shelter and offers limited transportation to their clients. LICOH now only provides services for Leavenworth County residents which has reduced the amount of transient unhoused. If the person is determined to not be from the area and is stranded they are provided a ticket to their home of record. LICOH assists mostly extremely low and low income individuals. They provide assistance in getting birth certificates and social security cards to assist in job acquisition. Most of their contact happens at lunch time. LICOH offers free daily lunches to any person who has food insecurity. During lunch time, LICOH checks in with each person, especially those unsheltered, to assess needs and provide wrap around services. LICOH has an overnight unit with separate sleeping areas for women, men and families. LICOH also participates in street outreach efforts and has a process for assessing needs for unhoused individuals who are in the shelter. Staff and volunteers check on these individuals once a month.

Salvation Army offers a financial literacy program with case management to help the homeless get back to permanent shelter and provides rent and utility assistance for low income residents including the homeless or about to be homeless. Salvation Army has also opened their community center during summer and winter for heat and cold relief through the Emergency Disaster Services program offering. This year, the Salvation Army is goal setting to strengthen their Pathway of Hope program, which is a case management/ life coaching program to break the cycle of generational poverty in our community.

Alliance Against Family Violence (AAFV) operates an emergency shelter for survivors of domestic violence, sexual assault, human trafficking, and stalking. AAFV focuses on safety planning and housing survivors that are homeless or soon to be homeless. Staff is engaged in outreach via social media, handouts, and referral to other agencies when needed. Staff is also hanging hotline flyers in the bathrooms of local doctors' offices, bars, convenience stores, and college campuses to increase awareness.

The Leavenworth Mission is committed to addressing hunger relief with their food pantry and advertises distribution days on social media, in newspapers, and submission of flyers. This agency is the

largest operating food pantry in the City.

Saint Vincent Clinic (SVC) will continue to increase outreach services at the homeless shelter for medical screenings, vaccinations, and new patient registration with the purpose of reaching those experiencing homelessness. The goal is to provide access to medical care, medication, and resources which will help people overcome health issues that are barriers to self-sustainment. This year, SVC has a trained Community Health Worker (CHW) who works closely with the clinical team to help identify and support at-risk patients, particularly those who fall into the extremely low poverty level and are vulnerable to social issues such as homelessness. The CHW is developing community partnerships and connections with area resources to build a referral support system for patients in need. SVC will strive to empower patients with resiliency tools by encouraging them to be a resource in their own care. The goal is to help their patients better understand how habits, behaviors, and attitudes are connected to their well-being and overall success.

The Guidance Center (TGC) has a Housing First Program that is an evidence based treatment approach based on classic harm reduction models. This approach was developed and formed following repeated studies demonstrating that exposure and experience of homelessness, is strongly correlated with increased substance abuse disorders, mental health disorders, medical ailments, and shortened mortality. Contrarily, limiting, or eliminating exposure has been demonstrated to greatly reduce these risk factors. Housing First Specialists identify, review, and submit applications in pursuit of long-term sustainable housing for those displaced, or at imminent risk of displacement. They assess the risk of the unhoused individual using the Vulnerable Index Screen-Prioritization Decision Assessment Tool. They assist with applications and care coordination with the Home Community Based Service Waiver Programs, pending eligibility, if and when necessary for housing maintenance and to local Area Agencies on Aging for the facilitation of CARE/PASRR assessment pending Assisted Living/Nursing Facility for Mental Health placement. These specialists collect data, review, construct, and submit medical summary reports in support of social security income/social security disability insurance applications. Finally, they help with income and benefits planning in support of sustainable housing goals. TGC also has a Community Based Outreach that actively provides services, and connection to comprehensive behavioral health services across local participating shelter networks and additional external agencies in support of human welfare. TGC's Assertive Community Treatment (ACT) Team is actively involved in the Leavenworth Interfaith Community of Hope Shelter. TGC has a therapist onsite two mornings a week doing intakes with the unhoused. The ACT Team does a breakfast and substance abuse prevention group once a week on site.

The local churches offer weekly meals on a rotating basis as an outreach for individuals and families experiencing homelessness. All of these agencies and churches engage in outreach to unsheltered individuals and families, and those at risk of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

Leavenworth Interfaith Community of Hope provides beds for up to 36 individuals for emergency shelter needs.

Alliance Against Family Violence (AAFV) expects to increase case management services for those experiencing homelessness. AAFV has 6 bedrooms and 23 beds with the capacity to expand to 25 beds. AAFV has an emergency accommodations program and an MOU with a nearby hotel to provide discounted hotel accommodations for those with acute safety risks when AAFV is full or for those that have not been able to be accommodated in the shelter. AAFV has taken steps to address accessibility issues in the shelter and plan to further enhance their wheelchair accessibility.

The Grossman Center is utilized by area correctional institutions to serve those being released. The Grossman Center has a plan in place to make sure no one is released without housing.

Each new patient is screened by the Saint Vincent Clinic's Patient Care Coordinator for Social Determinants of Health (SDOH) and established patients are provided ongoing care coordination with their certified Community Health Worker. Those who are experiencing homelessness or imminent homelessness are referred to the emergency shelter and provided with housing resources through Saint Vincent Clinic's network of care.

Leavenworth Attainable Housing (LAH) brings together businesses and public service agencies to address not only sustainable housing, but also attainable and affordable housing issues. LAH has acquired a dozen houses and one duplex that is rented to low income persons. Renters can stay for as long as they need, month to month, with no lease or deposit. Rent is one-third of their income and covers the utilities. Tenants are provided financial guidance with a banker, health care is secured with St Vincent's Clinic and/or The Guidance Center, and tenants are strongly encouraged to interact with their community by attending functions to build relationships, register to vote, and participate in community activities. LAH is currently working with a contractor to make plans in the building of a multi-unit apartment complex in the future. While not eligible to be a recipient of CDBG or ESG funding, LAH has become a tremendous benefit to the City. LAH is partnered with DePaul USA, who will expand the housing stock for LAH, benefiting those who are in need of sustainable and attainable housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable

housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Continuum of Care agencies and local public service agencies provide stability for people experiencing homelessness. The COC system supports individuals with case management, food, clothing and financial assistance.

Leavenworth Interfaith Community of Hope (LICOH) has been trained to do the KS Homeless Coalition's Homeless Assessment in order to more quickly get unhoused individuals assessed on day one of becoming homeless. This helps shorten the amount of time they are homeless. LICOH has partnered with other programs around the State so that if they cannot meet the needs in our region, they can do it in other regions. LICOH has on-site case management from The Guidance Center to provide an employment specialist and housing specialist on a weekly basis. Their Assertive Community Treatment Team is in LICOH's building weekly and provides Mental Health Intakes on-site twice a week. These efforts help shorten the amount of time for the unhoused and supports individuals who need these services but have no transportation. Case management is provided to individuals who have recently moved out in efforts to prevent future homelessness.

Alliance Against Family Violence (AAFV) provides increased case management focused on obtaining affordable housing for shelter residents. AAFV ensures that resident have household necessities when they transition out of shelter to permanent housing. This includes but is not limited to furniture, clothing, toiletries, and kitchen items. AAFV has also increased aftercare efforts to keep those who obtain housing in services to ensure ongoing housing stability and continued safety.

While Catholic Charities of NE KS (CCNEKS) provides a food pantry, clothing, and housing costs, they also have additional case management services for Asset Development, who handles financial classes and a Work Force Specialist that assists with work force and employment related needs.

Due to the location of the Veteran's Administration Medical Center in the City of Leavenworth, we have veterans who were discharged from the VA and remain in the area while in need of housing. The Dwight D. Eisenhower Veterans Affairs Medical Center (VAMC) houses some of these individuals in the Domiciliary and Safe Haven program. Others are assisted with the Veterans Administration Supportive Housing (VASH) program, which is managed by the Leavenworth Housing Authority.

St Vincent Clinic's Patient Care Coordinator and certified Community Health Worker assess the social and health barriers of those experiencing homelessness to provide information, support, and resources for situations which may affect their stable housing status. This includes but is not limited to physical or mental health issues, substance use, loss of employment, domestic violence, and disability. The PCC/CHW will provide referrals for asset development, education and career building, employment,

housing case management, family support, behavioral health, or financial assistance through our community partnerships.

The Guidance Center's Armed Forces/Veterans Care Team plays an active role in early prevention, identification, outreach, and wrap around supports for active duty military, veterans, and their supporting families. These supports are inclusive of but not limited to assisting in service connected disability claims, comprehensive behavioral healthcare, intensive employment supports, and rapid rehousing models. Furthermore, TGC and NEKCAP have a 2-Step Program that is a joint effort between TGC and the NE KS Coalition Action Program to identify, outreach, and engage children and families experiencing displacement, or imminent risk of displacement in order facilitate rapid rehousing and community reintegration/stabilization stratagems.

Court Appointed Special Advocates (CASA) serves children in foster care, and by definition, they are considered homeless. CASA program services work to ensure those children are working towards permanent placement with their families of origin, permanent custodians, or adoptive parents. CASA also works with children that are aging out of foster care and assist them to learn of resources to aid them in their transition to independent living.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Low-income individuals and families in crisis of becoming homeless require a complex network of assistance to become permanently housed. The City's public service agencies provide mental health services, health services, food, rent & utility assistance, and individualized case management. Some, or all of these, may be needed to resolve underlying issues impacting the housing crisis. The City's agencies work together to resolve wrap around services needed for the elderly, frail elderly, persons with disabilities, persons with HIV/AIDS and their families when needed. Additionally, the City utilizes CDBG funding for the Home Repair Program, which offers home repairs to qualified applicants within HUD's income limit guideline for repairs of their owner occupied homes that might otherwise become uninhabitable. The Home Repair Program helps the sustainability of its homeowners who cannot afford the required repairs and replacements of needed function. These repairs are, but not limited to, roof, air conditioning, heat, plumbing, and water heaters.

Council on Aging (CoA) addresses homelessness by working with the individual or liaising with the Leavenworth Interfaith Community of Hope to connect them to community resources. The Meals on

Wheels program guidelines require a permanent address, but all other services CoA provides are available. CoA refers clients with needs for HIV/AIDS care to the Wyandotte/Leavenworth Area Agency on Aging for additional services. A trained specialist is available to visit high-risk elderly persons in their home upon the request of individuals or other agencies. These services provide for those who are lonely or isolated and gives them a chance to have social contact. It also serves as a source of information for resources that are available to meet the increasing needs of senior citizens. CoA provides a vast amount of services to the elderly and those with special needs. CoA offers assistance with chores, errands, free insurance counseling, and tax assistance for individuals, age 60 and older. CoA has social services for anyone who is concerned about the well-being of an elderly person and can speak with a Social Service Representative. An attorney is available to meet with seniors 60 years of age or older and will guide/assist seniors on legal matters such as Powers of Attorney, Living Wills, and minor legal issues with no fees.

Alliance Against Family Violence (AAFV) works with clients to ensure that they are leaving to safe housing. Once individuals are discharged from publicly funded institutes, AAFV case managers include safety planning and health needs assessment when assisting clients with safe housing. AAFV has an accessible bedroom, which includes a medical bed. AAFV also provides referrals, transportation, and assistance in accessing resources to address special needs. AAFV maintains confidentiality and practices universal precautions when working with individuals with HIV/AIDS, as well as, assists in medical follow up. All of the AAFV staff are trained to assess and provide some basic assistance in managing chronic diseases, needed primary care, and behavioral health follow-up.

Catholic Charities of NE KS (CCNEKS) provides food, clothing, and housing stabilization by providing access to a food pantry, rent, and utility assistance for low income residents, including the homeless or about to be homeless services. This agency provides Asset Development, who handles financial classes, and a Work Force Specialist, who assists with work force and individualized employment needs. CCNEKS also has the Commodity Supplemental Food Program. This is an extra box of food each month for people over the age of 60. CCNEKS works with the Knights of Columbus and Rotary Club to make deliveries of these boxes and food pantry to those individuals who are home bound. In addition, CCNEKS, sometimes incorporates this service to persons with disabilities or other special needs. CCNEKS provides Direct Financial Assistance to any qualified individual that requests it despite their age or any medical diagnosis. CCNEKS services a lot of elderly and disabled. These populations are generally on a fixed income and an unexpected expense can cause them to have a financial crisis. While there are programs operating, CCNEKS assists with filling out applications to help people find available resources to help them such as LIEAP, SNAP, Share the Warmth, and Project Deserve. All of these programs are in place to help individualized groups alleviate financial difficulties. Case Management covers helping people to apply for disability and social security benefits, through the CCNEKS office. Weekly food bags are provided to homeless individuals. Clothing and household items

are also services offered at CCNEKS. Furthermore, they will refer out to other agencies when their need does not fall under their purview.

Leavenworth Interfaith Community of Hope (LICOH)'s Welcome Central, helps to case manage individuals living in poverty and assist with budgeting and finances. Welcome Central orientates the persons served by getting them connected to local resources and provides individualized wrap around services for their needs. LICOH provides the same effort of services to everyone regardless of age. Individuals that are unable to take care of themselves are referred to medical facilities or calls made to EMS, when needed. While LICOH has no discrimination, they are not equipped with a full time medical staff that some individuals require for their health and well-being. LICOH provides a Day and Night Shelter while Welcome Central provides resources such as obtaining IDs, transportation, and connecting them to individualized resources such as Council on Aging and KS Dept for Aging and Disability Services. LICOH is currently challenged with not being a 24 hour shelter and requires that clients be self-sufficient, however, the Director has attended many sessions regarding the Olmstead lawsuit, as they are not prepared for a large majority of individuals getting out of nursing homes. Frail elderly and those with HIV/AIDS have no short term solutions, so LICOH serves them to the best of their abilities and refers to other agencies and resources when they are unable to provide an individualized service. The Director of LICOH works with KS Department for Aging and Disability Services due to the recognition of the underserved in our area.

Ex-offenders and prison resident families also constitute part of Leavenworth's homeless population. A federal prison is located in Leavenworth, two military prisons are located on neighboring Fort Leavenworth (United States Disciplinary Barracks and Midwest Joint Regional Correctional Facility) and there is a maximum security prison in neighboring Lansing. The Kansas Department of Corrections offers reentry services for offenders being released from correctional institutions. The Grossman Center serves as transitional housing assistance for incarcerated federal men and women eligible for pre-release. Both of these agencies have discharge plans designed to prevent homelessness.

New and established patients of St Vincent Clinic (SVC) meet with the Patient Care Coordinator (PCC) and Community Health Worker (CHW) to assess their social determinants of health to identify any barriers or issues they are experiencing. Community resources are provided for those that need them. If these issues are not identified at their initial registration, the Primary Care Provider (PCP) will monitor and request the support of the PCC/CHW as needed. SVC is continually building partnerships in the Leavenworth community to fortify support systems with other human service organizations that help those with high acuity on the Social Determinates of Health scale. If a patient is dealing with food insecurity, they will be provided with assistance applying for the Supplemental Nutrition Assistance Program (SNAP) and information on local food pantries. Patients who are at high risk for homelessness are often referred to the Leavenworth Interfaith Community of Hope, Catholic Charities of Northeast Kansas, or the Alliance Against Family Violence for support and intervention. If a patient is on the verge

of being evicted, they may be referred to the City Of Leavenworth's Rental Property Coordinator who may be able to intervene and advocate for the patient. The PCC/CHW works closely with the Guidance Center to support patients in crisis, or who suffer with substance use, trauma, and other chronic mental or behavioral health issues. Information is provided to patients about programs that offer financial assistance to pay utility bills, such as the Low Income Energy Assistance Program (LIEAP), or the Salvation Army. When patients are struggling with lack of income related to unemployment or under-employment, the PCC/CHW will guide them to Workforce Partnership or help them enroll in Vocational Rehab for job placement, education, and training. If a patient is elderly/frail elderly, the PCC will evaluate what support is at home and connect them with the Council on Aging if they are not already connected. In a case where suspected elder abuse is occurring, SVC reports to KS Dept of Children and Families. The PCC/CHW collaborates with the clinical team and meets with the patients and their family members, or friends, who are supporting the patient, to identify specific needs required, such as, ASL interpretation services, or transportation that will accommodate a wheelchair. If the patient is deemed to be medically or physically disabled by the provider but does not have disability designation through SSA, then the PCC will refer them to the Council on Aging or another networking contact to assist in getting the disability process started. Information is distributed on the process to apply for Medicaid, and assistance with the application. Patients with HIV/AIDS may have the provider requesting a referral to the Guidance Center for counseling and emotional support. If it is a newly diagnosed patient, SVC will refer them to Ryan White HIV services through Linkage to Care. Once they are connected to Linkage to Care, they will work with the patient to come up with a plan of action and they will eventually transition to the Ryan White medical case management system for ongoing support and services.

CASA works with their clients to provide referrals to agencies that can assist with rent and utilities to ensure the client does not become homeless.

Discussion

The City of Leavenworth, local public services agencies, and the KS Statewide Homeless Coalition provide assistance for the wide variety of individualized needs that the homeless population require. Within the community, we offer mental and general health care, emergency shelters, day centers, assistance for accessing documents, permanent housing, homeless prevention, employment services, and many other wrap around services that adapt to the needs of those we serve. Ongoing collaboration, evaluation, and consultation continue amongst the local public service agencies.

Introduction:

Barriers to affordable housing include financial barriers, public policies, fees/charges, transportation, and the current housing market. Struggles of affordable housing availability in the City continue for citizens in the low and moderate income brackets. The City has now provided a new form of public transportation that is proving to be successful. The City does identify the need to offer scholarship programs with its Parks and Recreations for reduce and free activity options. Annually, the Mayor of Leavenworth issues a proclamation for Fair Housing Month.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Currently the Planning Department has not studied planning or zoning ordinances to determine any potential barriers to affordable housing. Some items for consideration may be planning restrictions on lot size, and fees/charges for affordable housing. However, accessory dwelling units were defined and added and to the development regulations three years ago. Just over a year ago, the City updated the development regulations to now define “tiny home” so that it can be a potential option for developers or those with limited income who will not have to request special use permits or request rezoning

To address the strain of transportation, the City of Leavenworth began a RideLV Micro Transit program in April 2023. This program, supported by the Kansas City Area Transportation Authority and operated locally by The Guidance Center, provides on-demand transportation upon request to locations within the Leavenworth City limits with a flat rate of two dollars.

The City of Leavenworth participates in the regional Affirmative Fair Housing plan. Citizens that have a fair housing complaint can report the violation to the US Department of Housing and Urban Development using a weblink directly to HUD on the City’s website.

Leavenworth is proud to be part of a strong economic development team consisting of Leavenworth Main Street, Inc. that focuses on development in the downtown business district. Leavenworth County Development Corporation works to promote development in Leavenworth County, and the Leavenworth-Lansing Area Chamber of Commerce works to promote business interests locally and at the state level. Further information regarding the economic development incentives can be found on the City’s website on its Economic Development page.

Discussion:

Currently, the City of Leavenworth has not addressed public policies hindering affordable housing. Work by the Planning Department to review and modify potential hindrances is needed for future development. The Consolidated Plan will need updated if a Barrier To Affordable Housing Study or a new Analysis of Impediment is completed.

Introduction:

The primary obstacle to meeting underserved needs and affordable housing is limited funding. Both federal funding and community support have decreased, leaving programs that serve the low and moderate income individuals and families difficult to meet the needs in the community. The City and its agencies diligently work cohesively to address needs that include emergencies.

Actions planned to address obstacles to meeting underserved needs

The CDBG program, United Way, Continuum of Care, other community agencies, and area churches help to meet the underserved needs in our community. Collaboratively we increase those we can serve. The Leavenworth County Human Service Council meets once a month to address needs in the community. The Council consists of the listed organizations and agencies in this Annual Action Plan, and many more, throughout Leavenworth County.

Affordable housing continues to be a great obstacle for many residents and homeownership remains low at 51%. Fort Leavenworth soldiers are offered BAH funding to live off the confinements of the Fort putting greater pressure on the rental market for those citizens that do not have equivalent benefits. The combination of the Fort's BAH benefit, current housing market interest rates, and housing market in general, cause great financial strain on renters in the City. The Home Repair Program will assist in providing sustainable and affordable housing while the Home Ownership Program will assist in purchasing of permanent housing. Interest rates and the housing market continue to climb and create the purchase of a home for low to moderate income persons difficult.

Public service agencies that applied and were voted on for funding with CDBG funds will assist in addressing the general health, mental illnesses, and homelessness. The Community Development Advisory Board has identified three major priorities that public service agencies who receive CDBG funds will be preferred in funding. Those priorities are housing/homelessness, health/mental health services, and substance abuse services.

Neighborhood Stabilization could possibly have contractor availability issues due to the strain on lack of employees and back logs of jobs. This will be monitored closely when those projects are planned and will have to be evaluated immediately, at the beginning of planning, as these possibilities can change easily with economic changes.

The City's Public Information Officer (PIO) plans to add more direct information about Google Translate service on City's web pages this program year. The PIO attended Accessible Digital Content training in February 2024 and met with the City's website provider for further direction of meeting the needs of

accessibility and vision impairment of the City's website.

Actions planned to foster and maintain affordable housing

Affordable housing is a major challenge in the City of Leavenworth. Only 51% of the population owns a home, which is much lower than most communities. In addition, rents are skewed due to housing allowances at Fort Leavenworth.

To address affordable housing, the City's CDBG Home Ownership Assistance Program provides an avenue for buyers to secure an affordable home. Additionally, the Home Repair Program provides a way to maintain affordable housing stock through weatherization, home repair and emergency assistance. The City's Rental Property Coordinator devotes great effort reporting on tenant – landlord issues and acts as a liaison for mutual agreements that prevents homelessness.

Leavenworth Attainable Housing started planning avenues to serve the affordable housing deficit in the City to rent to low income persons and charge 30% of their income for rent and utilities. They plan to develop affordable housing in the community using public and private funds. The City has allocated \$600,000 to Leavenworth Attainable Housing for acquisition of two homes and construction of two duplexes to help fight the challenges of affordable housing.

Actions planned to reduce lead-based paint hazards

Lead Based Paint is being assessed and appropriate controls are being applied in all homeowner occupied projects assisted with federal program funds. With the age of the City, homes built before 1978 are presumed to contain lead. The City will continue to educate the public on the hazards of lead and promote public awareness. Lead Safe Work Practices are being adhered to by expectation of contractors to be certified through the Kansas Department of Health and Environment when required. The City CDBG program operates on the presumed lead practices. All necessary recordkeeping and clearance testing is performed as required by HUD's Lead Safe Housing Rule. Any family that applies for the Home Ownership Program or the Home Repair Program that has a home built before 1978 is given the booklet, The Lead-Based Paint Renovation, Repair and Painting Rule.

Actions planned to reduce the number of poverty-level families

Community job seeking programs and financial literacy programs offered at a variety of locations including the Leavenworth County Workforce Center, Leavenworth Public Library, Catholic Charities of Northeast Kansas, and Salvation Army offer poverty-level families a way out of the poverty level. Many

of the City's agencies provide wrap around services targeting gainful employment.

Actions planned to develop institutional structure

The institutional structure to provide these basic services starts with the public service agencies associated through CDBG contracts with the City to provide specific services, to avoid duplication of services and to account for the services provided. All together, the system is expected to serve 7,000 participants annually. Because of these formal ties to federal funds, agencies are required to provide budgets with their applications and quarterly reports to the City to reveal the total they service. Monitoring is oversight provided by the City, KHRC and HUD. The structure established has resulted in delivery of the services needed in accordance with federal, state and local codes, and with compassion and respect for the clients served. In addition, the City is an active participant in the Leavenworth County Human Service Council. City staff assist in connecting agencies together for collaborative work on behalf of their citizens.

This program year, plans are developing for City staff to utilize I Speak Cards when non English language is required to communicate with citizens during unscheduled meetings. City staff would contact an individual that is proficient in the language of origin for the individual. To aid in identifying the language we would utilize the I Speak Cards at <http://www.lep.gov/ISpeakCards2004.pdf>. The Assistant City Manager and the City Planner are assisting in the development to contract with translation services when staff encounter those with Limited English Proficiency.

Actions planned to enhance coordination between public and private housing and social service agencies

City employees are members of many local boards and committees and use those memberships to enhance coordination of housing and social service agencies. Examples include Leavenworth County Human Service Council, United Way of Leavenworth County, Leavenworth/Lansing Chamber of Commerce, and Mid America Regional Council. The City's Public Information Officer routinely shares public service agency services available via social media, the City's website, local channel 2, and in the quarterly mailed magazine, First City Connection.

Discussion:

The City of Leavenworth proactively addresses housing issues in its community through its work with the Continuum of Care, public service agencies, and community organizations.

PROGRAM SPECIFIC REQUIREMENTS

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

There is no expected program income to be received that will be utilized at the start of the 2025-26 program year. There is no section 108, surplus funds, income from float-funded activities or grant funds returned to the line of credit to be calculated and budgeted.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	\$50,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

There is no expected program income to be received that will be utilized at the start of the 2024-25 program year. There is no section 108, surplus funds, income from float-funded activities or grant funds returned to the line of credit to be calculated and budgeted into the 2024-25 program year.

All funds, with the exception of administration, are expected to be used for activities that benefit persons of low to moderate income, as outlined by HUD income limits. Urgent need is an estimate of emergent home repair and neighborhood stabilization, which could vary dependent upon the unknown emergencies.

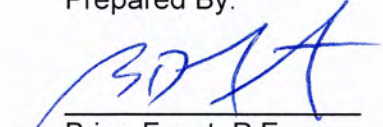
POLICY REPORT PWD NO. 25-23

CONSIDER APPROVAL OF RESOLUTION B-2397 AND KDOT AGREEMENT 904-24
FOR THE 10TH AND LIMIT INTERSECTION PROJECT

City Project No. 2022-980

April 22, 2025

Prepared By:


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

Reviewed By:


Scott Peterson,
City Manager

ISSUE:

Approval of Resolution B-2397 and authorizing the Mayor to sign Agreement 904-24 with KDOT for the Traffic Signals Upgrade and Turn Lane Construction at 10th and Limit.

BACKGROUND:

The City was awarded funding under the Highway Safety Improvement Program (HSIP) to make safety improvements at the intersection of 10th and Limit. While the majority of the costs are covered by the grant, the City is responsible for 10% of construction and 100% of other non-participating costs.

<u>Party</u>	<u>Responsibility</u>
Secretary	90% of Total Actual Costs of Construction and Construction Engineering (CE), not to exceed \$1,000,000.00
City	10% of Total Actual Costs of Construction and CE until the Secretary's funding limit is reached, 100% of Total Actual Costs of Construction and CE after the Secretary's funding limit is reached, 100% of Total Actual Costs of Preliminary Engineering (PE), Right of Way, and Utility Adjustments 100% of Non-Participating Costs

The safety improvements include a dedicated southbound right turn lane, new traffic signals and upgraded ADA crossings.

The City needs to approve Resolution B-2397 and the Agreement 904-24 from KDOT for this funding.

BUDGET IMPACT:

The latest cost estimate from our consultant is between \$1.2M and \$1.3M for the total construction cost. Construction Engineering (CE), which is project inspection, will be an additional \$150k to \$190k.

RECOMMENDATION:

Staff recommends the City Commission approve Resolution B-2397 and authorize the Mayor to sign the KDOT Agreement No. 904-24 for the 10th and Limit Intersection Improvement Project.

ATTACHMENT:

Resolution B-2397
KDOT Agreement 904-24

RESOLUTION NO. B-2397

**A RESOLUTION RELATING TO BENEFITS OBTAINABLE BY
CITIES UNDER THE FEDERAL AND STATE AID PROGRAM**

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

Section 1. That the Mayor and City Clerk are authorized and directed to execute for and on behalf of the City of Leavenworth, Kansas, Agreement No. 904-24, between the City and the Kansas Department of Transportation, giving the Secretary of Transportation of the State of Kansas authority to act for the City, and in its place and stead, to obtain for the City such benefits as are obtainable under the Kansas Department of Transportation's Federal-Aid HSIP Safety Program, and obtain the benefits of such legislation for the City on the terms and conditions set forth in such agreement as may be prepared and approved by the Secretary of Transportation for Road Improvements.

Passed and approved this 22nd day of April 2025.

Holly Pittman, Mayor

{SEAL}

ATTEST:

Sarah Bodensteiner, City Clerk, CMC

PROJECT NO. N-0752-01
HSIP-N075(201)
TRAFFIC SIGNALS UPGRADE AND TURN LANES CONSTRUCTION
CITY OF LEAVENWORTH, KANSAS

PROJECT AUTHORIZATION AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Leavenworth, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary has authorized an Intersection Improvement Project, as further described in this Agreement.
- B. The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portions of Federal funding allocated under the current Federal-Aid Transportation Act for Highway Safety Improvement Program (HSIP), 23 U.S.C. 148, to achieve a reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and tribal land.
- C. The Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law” or “BIL”) continues the HSIP set-aside previously authorized under Fixing America’s Surface Transportation Act (FAST Act).
- D. BIL does not extend the FAST Act prohibition (FAST Act § 1401) on using HSIP funds to purchase, operate, or maintain an automated traffic enforcement system.
- E. Under K.S.A. § 68-169, the Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction, reconstruction, and maintenance of any highway, road, street, and/or any improvements located thereon.
- F. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments may be entitled to receive assistance in the financing HSIP, provided such work is done in accordance with applicable state and federal law.

NOW, THEREFORE, the Parties agree to the following terms and provisions:

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. **“City”** means the City of Leavenworth, Kansas, with its place of business located at 100 N. 5th Street, Leavenworth, KS 66048.
3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“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.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Federal Fiscal Year (FFY)”** means the fiscal year as determined by the FHWA which begins October 1 and ends on September 30 of the following calendar year.
12. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
13. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40

C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.

14. **“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.
15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
16. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
19. **“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.
20. **“Project”** means **Project No. N-0752-01, consisting of upgrading traffic signals and constructing turn lanes at the intersection of 10th Avenue and Limit Street in Leavenworth, Kansas**, and is the subject of this Agreement.
21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
23. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
24. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively-owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Total Actual Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	90% of Total Actual Costs of Construction and Construction Engineering (CE), not to exceed \$1,000,000.00
City	10% of Total Actual Costs of Construction and CE until the Secretary's funding limit is reached 100% of Total Actual Costs of Construction and CE after the Secretary's funding limit is reached 100% of Total Actual Costs of Preliminary Engineering (PE), Right of Way, and Utility Adjustments 100% of Non-Participating Costs

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives such that the City may obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA and administer the payments due the Contractor or the Consultant, including the portion of the cost borne by the City.

3. **Traffic Signals Upgrade, Construction of Turn Lanes, & Maintenance.** The Secretary will upgrade traffic signals and construct turn lanes at the intersection 10th Avenue and Limit Street currently maintained by the City. The traffic signals shall remain within KDOT Right of Way. The Secretary is responsible for installation of the traffic signal upgrade and the construction of the turn lanes. After installation, the City shall be responsible for the maintenance of the turn lanes and the City shall remain responsible for the maintenance of the traffic signals as stated in the Traffic Signal Maintenance Agreement and is incorporated into this Agreement by this reference.

4. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the

Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Project shall be undertaken on behalf of the City by the Secretary acting in all things as its agent, and the City hereby constitutes and appoints the Secretary as its agent. All things done by the Secretary in connection with the Project are authorized, adopted, ratified, and confirmed by the City to the same extent and with the same effect as though done directly by the City acting in its own individual capacity. The Secretary is authorized by the City 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. **Legal Authority.** By signature on this Agreement, the signatory certifies that the signatory has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.
4. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.
5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, 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. 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.*

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (c) **Third-Party Beneficiary.** Language making the Secretary a third-party beneficiary in the agreement between the City and the Consultant. Such language shall read:

"Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement."

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, 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 for the Project, or any other work performed by the Consultant or the City.

8. **Design Exception Indemnification.** Any design exception to the current version of the American Association of State Highway and Transportation Officials (AASHTO) Design Standards shall be in accordance with 23 C.F.R. § 625. For any design exception, the City agrees 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.*) to defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the design exceptions for this Agreement by the City, the City's employees, or subcontractors.

9. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

10. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements, and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Relocation Assistance.** The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the City will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the City for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Use of Right of Way. The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing the Project.

11. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

12. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

13. **Utilities.** The City agrees to the following with regard to Utilities:

(a) Utility Relocation. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Status of Utilities. The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) Time of Relocation. The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law and the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*), the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

14. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims, and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

15. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

16. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** If applicable, the City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

17. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

18. **Maintenance.** When the Project is completed and final acceptance is issued, the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

19. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City/County Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

20. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

21. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

22. **Project Costs Prior to FHWA Approval.** The City agrees to be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the FHWA.

23. **Restricted Funding Source.** The City acknowledges and understands Secretary's share of the Project's total, actual, and eligible costs will be funded through federal aid. The Secretary does not assume any liability in connection with the Project. The City shall reimburse the Secretary for any funds approved for this Project and expended by the Secretary for which the Secretary is not reimbursed by the Federal Government.

24. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

FEDERAL REQUIREMENTS:

1. **Debarment & Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the City verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec. Orders No. 12549 and 12689; 2 C.F.R. § 200.213.

2. **System for Award Management.** The City has registered with the System for Award Management (<http://www.sam.gov>), which provides a Unique Entity Identifier (SAM). The City shall maintain such registration at all times during which it has active federal awards.

3. **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.

4. **Prohibition on 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 to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or 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.

5. **Anti-Lobbying.** If the total value of this agreement exceeds \$100,000.00, a **Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities Attachment** will be attached and made a part of this Agreement. Such certification must state the recipient of the federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

6. **Davis-Bacon Act Requirements.** As provided at 23 U.S.C 175(g), all projects funded with HSIP funding shall be treated as located on a Federal-aid highway. Accordingly, 23 U.S.C 113 applies, and Davis-Bacon wage rates must be paid. In general, Davis-Bacon requires that all laborers and mechanics employed by the applicant, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work on an award or project in excess of \$2000 funded directly by or assisted in whole or in part by funds made available under HSIP shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA). For additional guidance on how to comply with DBA provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction> . See also <https://www.fhwa.dot.gov/construction/cqit/dbacon.cfm>.

7. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the City agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the City for services related to the Project in a timely manner. The 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.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The City, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The City agrees to refund payment made by the Secretary to the City for items subsequently found to be not eligible for reimbursement by audit.

(c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE VI

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The **Civil Rights Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are hereby incorporated into and made a part of this Agreement.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **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.

8. **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.

9. **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.

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

ATTEST:

CITY OF LEAVENWORTH, KANSAS

CITY CLERK

(Date)

Mayor

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- ☒ Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities
- ☒ Certification as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments Attachment
- ☒ Civil Rights Act
- ☒ Contractual Provisions Attachment (DA-146a)

*Note – If left unchecked, then inapplicable.

**Federal Funds Lobbying Certification Attachment
Required Contract Provision**

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
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 fund 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 Design.

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 Agreement.

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 Agreement, 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)

By: _____

CERTIFICATION BY PARTICIPANTS AS TO CURRENT HISTORY
REGARDING DEBARMENT, ELIGIBILITY, INDICTMENTS, CONVICTIONS, OR
CIVIL JUDGMENTS

By signing this certificate, the Participant certifies that neither it nor its principals (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds) is:

- (1) not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- (2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- (3) does not have a proposed debarment pending;
- (4) and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years.

List any exceptions here: _____

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

Providing false information may result in criminal prosecution or administrative sanctions.

Participant/Firm's Name: _____

Address: _____

City/State/Zip: _____

Authorized Company Official's Name and Title: _____
(Typed or Printed)

Signature of Authorized Representative: _____
(Date)

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

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

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this 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, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination 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 nondiscrimination 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, FTA, or 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 nondiscrimination 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 (1) through six (6) 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 agrees to comply with the following nondiscrimination 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. 100-259), (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, (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. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination 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, (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 (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

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.