



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

Call to Order – Pledge of Allegiance Followed by Silent Meditation

PRESENTATION:

1. Presentation to Out-going Mayor – Mark Preisinger

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from January 8, 2019 Regular Meeting **Action:** Motion (pg. 2)

NEW BUSINESS:

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

General Items:

3. Review of Property on Demolition List- 202 Pottawatomie **Action:** Motion (pg. 5)

Bids, Contracts and Agreements:

4. Consider Bids for Mini-Excavator for Streets Department **Action:** Motion (pg. 21)
5. Consider 2019 Sidewalk Design Contract **Action:** Motion (pg. 25)
6. Consider Purchase of Refuse Truck **Action:** Motion (pg. 41)
7. Consider Sole Source Purchase of GraniteNet Software Upgrade for WPC **Action:** Motion (pg. 44)
8. Consider Sole Source Agreement with Municode for Recodification **Action:** Motion (pg. 52)

First Consideration Ordinances:

9. First Consideration Ordinance – Rezoning 600 Shawnee & 621 Seneca **Action:** Consensus (pg. 75)

Consent Agenda:

Claims for January 5, 2019 through January 18, 2019 in the amount of \$983,186.58; Net amount for Pay #2 effective January 18, 2019 in the amount of \$336,779.25; (Includes Police & Fire Pension of \$11,572.36). **Action:** Motion

Other Items:

Adjourn: **Action:** Motion



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

Others present: City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Public Works Director Mike McDonald, WPC Superintendent Chuck Staples, Finance Director Ruby Maline, Police Chief Pat Kitchens, City Attorney David E. Waters, and City Clerk Carla K. Williamson.

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

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Bauder moved to approve the minutes from the December 4, 2018 Special Meeting, December 7, 2018 Special Meeting, December 11, 2018 Regular Meeting and December 18, 2018 Special Meeting as presented. Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Second Consideration Ordinance 8094 Special Use Permit 2400 S. 15th Street; Solar Collection System – City Manager Paul Kramer stated there have been no changes since placed on first consideration at the December 18, 2018 meeting.

Mayor Preisinger called the roll and Ordinance No. 8094 was unanimously approved 5-0.

NEW BUSINESS:

Nominations:

Nominations for Mayor – January 8, 2019 to January 7, 2020 - Mayor Preisinger called for nominations for Mayor.

Commissioner Bauder moved to nominate Jermaine Wilson as Mayor January 8, 2019 to January 7, 2020. Commissioner Griswold seconded and was unanimously approved. The Mayor declared the motion carried 5-0.

Nominations for Mayor Pro-Tem - January 8, 2019 to January 7, 2020 - Mayor Wilson called for nominations for Mayor Pro-tem.

Commissioner Preisinger moved to nominate Commissioner Myron Mike Griswold to serve as Mayor Pro-tem January 8, 2019 to January 7, 2020. Commissioner Dedeke seconded and was unanimously approved. The Mayor declared the motion carried 5-0.

Nominations for Financial Claims Reviewer - January 8, 2019 to January 7, 2020 – Mayor Wilson called for nominations for Financial Claims Reviewer.

Mayor Wilson moved to nominate Commissioner Bauder to be the Financial Claims Reviewer. Commissioner Griswold seconded and was unanimously approved. The Mayor declared the motion carried 5-0.

Citizen Participation:

Bids, Contracts and Agreements:

Consider Bids for Chemicals – Water Pollution Control – WPC Superintendent Chuck Staples presented for consideration the bids for chemicals for Water Pollution Control (WPC). Staff recommends approval of the low bids not to exceed \$55,000.00 in total to the following vendors:

Chemical	Cost	Vendor
Ferrous Chloride	\$0.89/lb. Fe	OFS
Hydrogen Peroxide	\$0.31/lb.	Brenntag Mid-South
Sodium Hypochlorite	\$0.252/lb.	Univar USA
Sodium Hydroxide	\$0.25/lb.	Univar USA
Polymer	\$1.79/lb.	Atlantic Coast Polymers

Commissioner Bauder moved to approve the low bids for Chemical Bids not to exceed \$55,000. Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Purchase of Tandem Axle Dump Truck for Water Pollution Control - Public Works Director Mike McDonald presented for consideration the purchase of a Tandem Axle dump truck with 201 stainless steel dump body and hydraulics for snowplow. Freightliner provided a bid of \$125,390.00. Freightliner is a member of the National Joint Powers Alliance (NJPA) now Sourcewell and is approved by the City purchasing policy for bidding purposes.

Commissioner Griswold moved to approve the low bid from Kansas City Freightliner Sales for the 2020 Freightliner 108SD Dump Truck at a cost of \$125,390.00 through Sourcewell. Commissioner Preisinger seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

CONSENT AGENDA:

Commissioner Griswold moved to approve claims for December 7, 2018 through January 4, 2019 in the amount of \$3,020,367.33; Net amount for Payroll #26 effective December 20, 2018 in the amount of \$370,645.53 (Including Police & Fire Pension of \$11,572.36) and Net amount of Payroll #1 effective January 4, 2019 in the amount of \$335,422.41 (No Police & Fire Pension). Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Adjourn:

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

Time Meeting Adjourned 7:15 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

POLICY REPORT
Review Unsafe and Dangerous Structures
202 Pottawatomie Street

JANUARY 22, 2019



Prepared By:
Julie Hurley,
City Planner



Reviewed By:
Paul Kramer,
City Manager

DISCUSSION

On June 26, 2018, the City Commission adopted Resolution B-2203 regarding demolition of 13 structures, including the property located at 202 Pottawatomie. At that time, the Commission voted to grant an extension to October 9th to allow for completion of the needed work.

This property is listed on the Kansas Register of Historic Places and the potential demolition requires review by the Leavenworth Preservation Commission (LPC). The LPC reviewed the property at their July 11, 2018 meeting and instructed the property owner to commence repairs prior to October 9th. The LPC again reviewed the property at their October 3, 2018 meeting. The property owner was not in attendance to discuss his plans for the property.

The LPC instructed staff to send a letter to the property owner requesting a written plan and timeline for completing the repairs. A copy of that letter is included in this packet. The owner provided staff with an email outlining his repair plans on October 22, 2018, a copy of which has been included. The City Commission reviewed the property on October 9, 2018 and granted a 90 day extension for the completion of repairs.

The LPC again reviewed the property at their January 2, 2019 meeting. At that time, the asbestos shingle siding had been removed from the house, leaving exposed tar paper and revealing what appears to be original siding. No permit for replacement of siding has been requested. The owner stated at the LPC meeting that he has submitted an application to the State of Kansas for grant funds to complete the project, and that his application would be considered in Topeka on February 8, 2019.

The LPC recommended to the owner that he remove all tar paper from the house prior to the City Commission review on January 22nd, and that the City Commission grant an extension to allow time for the owner's grant application to be heard on February 8th.

As of the writing of this report, all tar paper has not been removed from the house.

A building permit for interior renovations and construction of the porch was obtained in March, 2016. It was deemed inactive after 6 months of no progress. The property owner requested that the permit be reactivated in September, 2018 in order to commence work on the property. An inspection was

completed on 9/19/18 on the pier holes for the porch. No other inspections have been requested or taken place since that time.

RECOMMENDED ACTION

- Motion to remove 202 Pottawatomie from demolition list.
- Motion to grant extension to complete repairs to 202 Pottawatomie.
- Motion to proceed with demolition of 202 Pottawatomie.

Determination of Unsafe or Dangerous Structure

Address:	202 Pottawatomie Street		
Owner	Description	Taxes	Parcel Number
Rickey L. Giles Jr.	2 story wooden structure		0772503103016000
Legal Description:			
LEAVENWORTH, PLT ORIG, S25, T08, R22E, BLOCK 28, Lot 1 - 4			
Date of Inspection	Zoning		Parcel Size
3/15/18	R1-6		11,841
# Code Violations	Last Court Appearance		Code Enforcement Officer
3	N/A		Kathy L. Rodgers

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

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

Other:

No water service since November 12, 2015.



PROPERTY REMEDIATION AGREEMENT

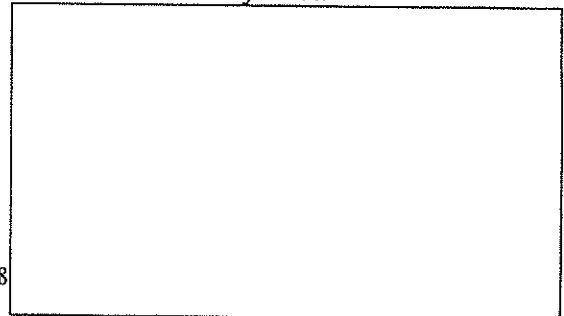
Owner: Rickey L. Giles Jr.
 Site Address: 202 Pottawatomie Street
 Leavenworth, KS 66048

The owner(s) of the property located at **202 Pottawatomie Street** recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	6/22/18	Roof - replace roof.
2)	6/22/18	Siding - replace/repair all exterior walls and sidings. Soffits & eaves - replace/repair all soffits & eaves. Guttering - replace/repair guttering
3)	6/22/18	Windows & doors - replace/repair all windows & doors.
4)	6/22/18	Paint - remove all peeling paint and repaint entire exterior structure.
		Remove ALL dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

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

Notary Area



 Signature Date



October 8, 2018

Rickey Giles Jr.

RE: 202 N. Pottawatomie, Leavenworth, KS

Mr. Giles,

As you are aware, your property located at 202 N. Pottawatomie has been assessed to be in a dangerous and unsafe state and was placed on a list for potential demolition by the Leavenworth City Commission on June 26, 2018. On July 11, 2018, the Leavenworth Preservation Commission reviewed the status of the property, and voted at that time to review progress made to the property at their regularly scheduled meeting on October 3, 2018.

The Leavenworth Preservation Commission reviewed the progress made to the property on October 3, 2018, at which meeting you were not present. At that time, the Preservation Commission requested that staff send you written communication requesting that a written strategy and timeframe for completion of the various necessary repairs be provided.

For your reference, I am including the Remediation Agreement prepared by staff which has previously been provided to you. That agreement outlines the specific repairs which must be made in order to bring the property into code compliance.

At your earliest convenience, please provide me with a written strategy and time for completion of such repairs, as requested by the Leavenworth Preservation Commission. Once this office has received such, the property will be scheduled to be reviewed by the Leavenworth Preservation Commission at their next regularly scheduled meeting.

If you have any questions, do not hesitate to contact me.

Sincerely,

Julie Hurley, AICP
City Planner
(913) 680-2616
jhurley@firstcity.org

Julie Hurley

From: rick giles <snakejrlvks@yahoo.com>
Sent: Monday, October 22, 2018 6:03 PM
To: Julie Hurley
Cc: Larry Dedeke - AOL; Myron Griswold; Nancy Bauder; Jermaine Wilson
Subject: 202 Pott
Attachments: IMG_4495.PNG; archive.zip

Hello, My plans for the historic home located at 202 Pottawatomie street are: In October, to repair/replace the gutters, soffits , eaves, and complete roofing (per the cities letter)- In November replace 2 doors. Siding work will begin when katlins (816-645-2886,William) demo completes removing the asbestos siding.

East side windows and transom glass have been replaced, brushes along the fence has been removed, the east side veranda and roof according to the city as a dangerous structure has been completed. Tree on south end of the home has been trimmed. Large tree limbs over the North end of the home has been trimmed. Other updates on the home has been removing the front porch and replacing 4x4 beams, attaching the electric wire connecting to the home up to code, replacing the cellar stairs, updating the down stairs plumbing, Spring projects are siding and paint (paint remover works better when the summer /spring temperatures)

The water/plumbing and electric has been turned on and is working for several months. The home has wifi.

Currently I am saving up for next years budget for completion of future projects and working on grants for the home.

In 2016 I was working on improvements to the home/ city task but the city wanted me to concentrate on the sidewalks. 2016 and 2017 I was working on the side walks and was in a car accident that restricted me.

06/22/18 the city's focus was not side walks, but improvements to the home, which I halted in 2016?

Progress in being done per what my budget allows. Please see the progress prior to the city letter 06/22/18 "tasks" in the before and after photos i am sending as well as the date on katlins demo letter. Major progress has been done from 1 person, me.

Topeka walked through the home after the fire and stated the home was historical. The city of Leavenworth looked at the outside and put the home on the demolition list. What is the criteria for a home to be on the demolition list?

The preservation committee stated that they wanted to see progress, please view the photos.

Thanks!

Rickey L. Giles JR.

CITY OF LEAVENWORTH PRESERVATION COMMISSION

COMMISSION CHAMBERS, CITY HALL

100 N 5th Street, Leavenworth, Kansas 66048

Wednesday, January 2, 2019 6:00 PM

The Leavenworth Preservation Commission met Wednesday, January 2, 2019. Chairman Ken Bower called the meeting to order. Other commissioners present were: Rik Jackson, Ed Otto, John Karrasch, Sherry Hines Whitson and Debi Denney. Also present for the meeting were City Planner Julie Hurley and Administrative Assistant Michelle Baragary.

Chairman Bower noted a quorum was present and called for a motion to accept the minutes from October 3, 2018 as presented. Mr. Otto moved to accept the minutes as presented, seconded by Mr. Jackson and approved by a vote of 4-0. Mr. Bower and Ms. Whitson abstained due to being absent at the October 3, 2018 meeting.

OLD BUSINESS

1. 2018-12 LPC – 202 POTTAWATOMIE

A State Law review for the proposed demolition of the property located at 202 Pottawatomie Street, a property listed on the Kansas State Register of Historic Places.

Chairman Bower called for the staff report.

City Planner Julie Hurley stated this is a State Law review for the proposed demolition of the property located at 202 Pottawatomie Street, a property listed on the Kansas State Register of Historic Places.

Ms. Hurley continued stating structures that are assessed to be in an unsafe and dangerous physical condition pose a threat to the public health, safety and welfare of the City. To address and abate these structures, the City Commission, through its powers under Chapter 22, Article X (Dangerous Structures) of the Code of Ordinances, has requested that City staff annually develop inventory of unsafe and dangerous structures for review and potential removal through demolition.

Staff has compiled a list of dangerous structures, which have been evaluated by staff in accordance with KSA 17-4759, including the house located at 202 Pottawatomie. The property was constructed in 1860 and was listed in the Kansas State Register of Historic Places in February 2017. It is not listed in the National Register of Historic Places.

The City Commission reviewed the structures at their regular meeting on June 26, 2018, and passed a resolution granting the property owner of 202 Pottawatomie an extension until October 9, 2018 to commence repair of the structure. The Leavenworth Preservation Commission reviewed the property at their July 11, 2018 meeting and instructed the applicant to commence repairs prior to their October 3, 2018 meeting.

The Leavenworth Preservation Commission again reviewed the property at their October 3, 2018 meeting. The owner was not present at that meeting and necessary repairs were not complete, so the Commission members requested that staff send a letter to the owner requesting a written plan for completing the repairs. A copy of that letter is included in this packet. The owner provided staff with an email outlining his repair plans on October 22, 2018, a copy of which has been included. The City Commission reviewed the property on October 9, 2018 and granted a 90 day extension for the completion of repairs.

As of the writing of this report, the asbestos shingle siding has been removed from the house, leaving exposed tar paper revealing what appears to be original siding. No permit for replacement of siding has been requested.

REQUIRED REVIEWS:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
The structure was constructed as a residential building, it is currently vacant.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
The entire structure is proposed to be demolished. It has previously been damaged by fire, and has not been fully restored. The historic clapboard siding present when the house was constructed was previously covered with asbestos siding in the mid-20th Century and has not been exposed by the removal of the asbestos siding.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
The building is proposed to be demolished, no changes or additions are proposed.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
The building is proposed to be demolished, however, there are no known changes to the original structure with historic significance.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
The building is proposed to be demolished, no portions of it are proposed to be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities, and where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
There are a number of deteriorated or missing historic features, including the original clapboard siding, which have not been repaired or restored.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
The building is proposed to be demolished.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
No known significant archeological resources exist for preservation.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
The building is proposed to be demolished, no new construction is proposed at this time.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The building is proposed to be demolished, no new construction is proposed at this time.

STAFF RECOMMENDATION:

The staff recommends **APPROVAL** of this request based on the analysis and findings included in this report.

ACTION/OPTIONS:

- Motion, to approve the property located at 202 Pottawatomie as being eligible for potential demolition.
- Motion, to deny the property located at 202 Pottawatomie as being eligible for demolition.
- Motion, to Table item until the next meeting for the purpose of further study.
- Motion, to forward to the SHPO for review.

Chairman Bower opened the public hearing.

Mr. Rickey Giles Jr., property owner, approached the board. Mr. Giles stated he wants to register his house on the National Historic Register. He stated the State told him the asbestos siding must be removed so he had a contractor remove the asbestos siding. The tar paper was left to help insulate the house.

While fixing the soffits, Mr. Giles stated he ran into a problem with the front-center window on the second level leaking. He believes originally, there was a walkout from the center window. In order to fix the leak, he stated he will need to raise the porch roof or install another walkout.

Mr. Giles does not believe the house is a dangerous structure. The roof has been like that for sixty-three years. Several people had to get on the roof to fix the veranda in the rear. Mr. Giles does not believe the house meets the criteria to be on the demolition list. States the house has good bones.

Mr. Giles stated his next project is replacing the wooden doors. Has already replaced the soffits, gutters, replaced shingles, trimmed trees, and removed the asbestos siding. Mr. Giles has submitted a grant application. The hearing review is February 8, 2019. If the grant is denied, Mr. Giles stated he still has the finances to fix the house but not in a historic way. He further stated he replaced the glass in the veranda.

Mr. Bower asked if the house has plumbing, water, electricity and a working furnace.

Mr. Giles stated the house has everything but a working furnace.

Mr. Bower stated the appearance of the house is an eyesore. Just removing the tar paper and leaving the clapboard siding would make a huge difference in the appearance of the house. From the City's perspective, it is all about the view from the street. Mr. Bower further explained that vinyl siding does not qualify for a historic property.

Mr. Giles clarified the house does not have vinyl siding on it. Furthermore, he has estimates for repairing or replacing the siding, to include the cost of vinyl siding if he chooses to remove the house from the historic register. If the grant funds are denied, Mr. Giles stated he will most likely remove the property from the State Historic Register and then repair the house his own way.

Mr. Giles reiterated the problem he is having now is with the top center window is slightly below the porch roof. Stated he wants to put a deck coming from the top center window because he believes that is how the house originally was.

Ms. Whitson stated there was probably a widow's walk there.

Ms. Hurley stated installing a widow's walk would require a major certificate of appropriateness, which would come back to the Preservation Commission for review.

Ms. Whitson stated she is hoping Mr. Giles does get the grant money in order to preserve the house in its original state. She further asked if the reason Mr. Giles is leaving the tar paper on the house is because the walls are not insulated.

Mr. Giles responded the walls are insulated excluding the dining room area, which also does not have drywall.

Ms. Whitson asked why insulation could not be installed in the dining room since there is no drywall. Then the tar paper could be removed.

Mr. Giles stated he has put insulation in the dining room. His concern are the pipes going downstairs. But he just turns the water off from inside the house.

Ms. Whitson stated since the Commission's concern is the eyesore, especially with the tar paper, she suggests the pipes be insulated, install insulation in the dining area and remove the tar paper. This would greatly improve the look of the house.

Mr. Giles stated he could do that and that he would like to keep the property listed as historic. He further stated the city keeps pushing him to fix the house and makes him keep coming to the Preservation Commission that he feels like he is on parole.

Ms. Whitson stated that is her point. The black tar paper is an awful eyesore and needs to be removed quickly. This will help Mr. Giles with the city.

Mr. Giles stated he could remove the tar paper but there are several holes he would need to patch up. He would like to know the criteria for demolition.

Ms. Hurley stated the demolition criteria is based on state statute specifically regarding demolition of properties. Mr. Giles has been sent the checklist that is included in the packet.

Mr. Giles stated according to the checklist, the soffits and gutters need replacement. The soffits have been replaced so the only thing left are the gutters.

Ms. Hurley responded that one of the items listed on the checklist that needed to be addressed was the siding and that includes repair/replace all exterior walls and siding. This is the main item the city is currently waiting on. Removing the asbestos siding is one-step in repairing the siding but there are a few more steps to get through. Just leaving tar paper is not considered complete.

Mr. Giles does not think that siding should be the reason the house is on the demolition list. There are no holes, mice or roaches and the house is solid.

Ms. Hurley stated that once a property is on the demolition list, it is the City Commission's goal to bring properties up to a certain standard for the neighborhood so they are not becoming a blighting influence on the rest of the neighborhood. Once a property has met the criteria to be on the demolition list, the City Commission expects all the items on the list be checked off and have the property be brought up to code compliance standards.

Mr. Giles stated he feels like he is being picked on stating the house across the street has chipped paint on its siding.

Mr. Bower stated other houses are not going to be discussed during this meeting and he does not feel the city is picking on Mr. Giles. Mr. Bower further stated the problem with the property at 202 Pottawatomie is that it is a blighting influence on the neighborhood and unfortunately got to a point that it was listed on the demolition list. Mr. Bower further stated that Mr. Giles must go through the city to get permits when doing work on the house.

Mr. Giles stated he has a permit.

Ms. Hurley stated the permit is for interior work only.

Mr. Bower stated not to worry about the interior of the home. The pressing issue is to get the house so it looks better and is not a blighting influence on the neighborhood. This can be done by removing the tar paper. There must be continuous progress.

Ms. Denney asked if Mr. Giles is doing the work himself.

Mr. Giles stated he is but he also has a worker help him with major improvements.

Ms. Denney asked if he plans to hire a professional if he receives the grant money.

Mr. Giles stated he will do the simple tasks like drywall, painting, etc. However, will have someone else do major renovations. Mr. Giles further stated he wants to get a new front door because the front door is what brings the whole house together.

Mr. Bower stated although the front door may not be what Mr. Giles wants, if it is functional then he should leave it for now and replace it at a future time. Currently the house stands-out because of the tar paper and it just looks bad. The city's main concern is the blighting influence, the exterior of the house. It would look more favorably to the City Commission without the tar paper.

Mr. Giles responded that he agrees with the board. He is here today because he has made progress by working on the house 8 hours per day.

Mr. Bower stated that no one is saying progress hasn't been made; but the progress has been slow.

Mr. Jackson asked when the City Commission's 90 day extension for the property expires.

Ms. Hurley stated January 22, 2019.

Mr. Bower stated it would be his recommendation for Mr. Giles to remove the tar paper and fix the holes in the siding so the house looks presentable from the street. The board could then recommend to the City Commission an extension through February, which would allow Mr. Giles to find out if he will receive any grant money.

Mr. Giles stated he receives all kinds of compliments from people in the neighborhood for working on the house.

Mr. Karrasch reiterated how removing the tar paper will go a long way in Mr. Giles favor with the City Commission.

Chairman Bower called for a motion. Mr. Karrasch moves to recommend the tar paper be removed by January 22, 2019 and that Mr. Giles be given an extension to get through the hearing process in Topeka for the grant funds, seconded by Ms. Whitson and passed by a vote 6-0.

Mr. Bower strongly recommends Mr. Giles attend the City Commission meeting on January 22, 2019. Mr. Bower asked if removing the tar paper requires a permit.

Ms. Hurley stated a permit is not need for removal of the tar paper.

Chairman Bower called for the next item on the agenda, Election of Officers and revision to the bylaws. Chairman Bower asked staff to review the bylaws revision.









POLICY REPORT NO. PWD 19-05

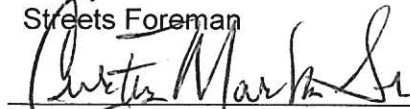
CONSIDER AWARD OF 2019 CATERPILLAR MINI-EXCAVATOR 305E2LC
PUBLIC WORKS DEPARTMENT
STREET DIVISION

January 22, 2019

Prepared by:



Becky Beaver
Streets Foreman

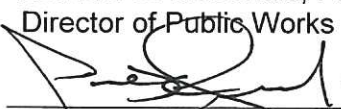


Curtis Marks, Sr.
Operations Superintendent

Reviewed by:



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



Paul Kramer
City Manager

ISSUE:

Consider the approval of the national co-op bid through Sourcewell for the purchase of a 2019 Caterpillar Mini-Excavator 305E2LC.

BACKGROUND:

Streets Division is budgeted for a mini-excavator in the 2019 CIP budget. Streets Foreman, Becky Beaver, prepared bid specifications and researched options for purchasing the mini-excavator. After reviewing available purchase options, department staff chose to utilize Sourcewell national pricing under the statutory authority of KSA 12-2901 for the cooperative purchase. This program allows the City to purchase equipment that meets our needs while guaranteeing that standard governmental purchasing practices are followed.

The bid includes a standard 24-month/2,000 hour premier warranty.

FINANCE:

The 2019 CIP funding was approved for \$62,115.

STAFF RECOMMENDATIONS:

Staff recommends the City Commission approve the purchase of a 2019 Caterpillar Mini-excavator for \$62,076 from Foley Equipment Company, 1550 S. West Street, Wichita, KS 67213.

POLICY:

The City Commission can approve or reject this bid.

The City purchasing policy is intended to ensure competition in the purchase of goods and materials by the City. Purchases done under Sourcewell national pricing meet all the steps required for competitive bids and proposals in the City of Leavenworth Purchasing Policy.

ATTACHMENT:

Quote from Foley Equipment Company.



Cat® 305E2 CR

MINI HYDRAULIC EXCAVATOR

FEATURES:

The Cat® 305E2 CR Mini Hydraulic Excavator delivers high performance, durability and versatility in a compact design to help you work in a variety of applications. The 305E2 CR features the following:

- **Spacious operator environment** offers industry leading comfort, ergonomically designed 100% pilot controls and excellent visibility for superior productivity and safety on the job.
- **Compact Radius Design** lets you work within confined areas. The radius of the upper body stays within 100 mm (4 in) of the undercarriage so the operator can concentrate on the work being done without having to worry about the back of the machine.
- **High Definition Hydraulic System** provides a load sensing and flow sharing capability leading to operational precision, efficient performance and greater controllability.
- **Broad range of Cat Work Tools** makes the Cat Mini Hydraulic Excavator a versatile machine able to meet the requirements of any job site.
- **Over 200 degrees of bucket rotation** provides greater material retention during truck loading and easier flat wall digging without having to reposition the machine.
- **Convenient service and maintenance requirements** include ease of access to daily check points, 500 hour engine oil and filter change period, 500 hour grease interval on front implement, S-O-SSM oil sampling valve and overall long term durability which reduces operating costs and machine downtime.
- **COMPASS Control Panel** is a standard feature that allows the operator to easily adjust auxiliary flows to achieve the optimal work tool performance, activate auto idle or economy mode for improved fuel efficiency and utilize the security system to ensure protection of valuable assets with the simple touch of a button.
- **Cat dealers offer you unmatched customer support** with excellent equipment management services, equipment maintenance and fast parts availability, resulting in optimized performance, reliability and profit.

Specifications

Engine

Engine Model*	Cat C2.4	
Rated Net Power @ 2,200 rpm ISO 9249/EEC 80/1269	30 kW	40.2 hp
Gross Power ISO 14396	31.2 kW	41.8 hp
Bore	87 mm	3.4 in
Stroke	102.4 mm	4 in
Displacement	2.4 L	146 in ³

*Meets U.S. EPA Tier 4 Interim/EU Stage IIIA emission standards.

Weights*

Weight – Canopy, Standard Stick	4975 kg	10,970 lb
Weight – Canopy, Long Stick	5020 kg	11,069 lb
Weight – Cab, Standard Stick	5140 kg	11,334 lb
Weight – Cab, Long Stick	5185 kg	11,443 lb

*Weight includes counterweight, rubber tracks, bucket, operator, full fuel and auxiliary lines.

Service Refill Capacities

Cooling System	10.5 L	2.8 gal
Engine Oil	9.5 L	2.5 gal
Fuel Tank	63 L	16.6 gal
Hydraulic Tank	68.3 L	18 gal
Hydraulic System	78 L	20.6 gal

Travel System

Travel Speed – High	4.4 km/h	2.7 mph
Travel Speed – Low	2.8 km/h	1.7 mph
Max Traction Force – High Speed	24.1 kN	5,418 lb
Max Traction Force – Low Speed	45.2 kN	10,161 lb
Ground Pressure – Canopy	29.5 kPa	4.3 psi
Ground Pressure – Cab	30.5 kPa	4.4 psi
Gradeability (maximum)	30°	

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow at 2,400 rpm	150 L/min	39.6 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	216 bar	3,132 psi
Auxiliary Circuit – Primary (186 bar/2,734 psi)	80 L/min	21.1 gal/min
Auxiliary Circuit – Secondary (174 bar/2,524 psi)	25 L/min	6.6 gal/min
Digging Force – Stick (standard)	24.7 kN	5,550 lb
Digging Force – Stick (long)	21.3 kN	4,788 lb
Digging Force – Bucket	44.7 kN	10,050 lb



305E2 CR Mini Hydraulic Excavator

Swing System

Machine Swing Speed	10 rpm
Boom Swing – Left* (without stop)	80°
Boom Swing – Left* (with stop)	60°
Boom Swing – Right	50°

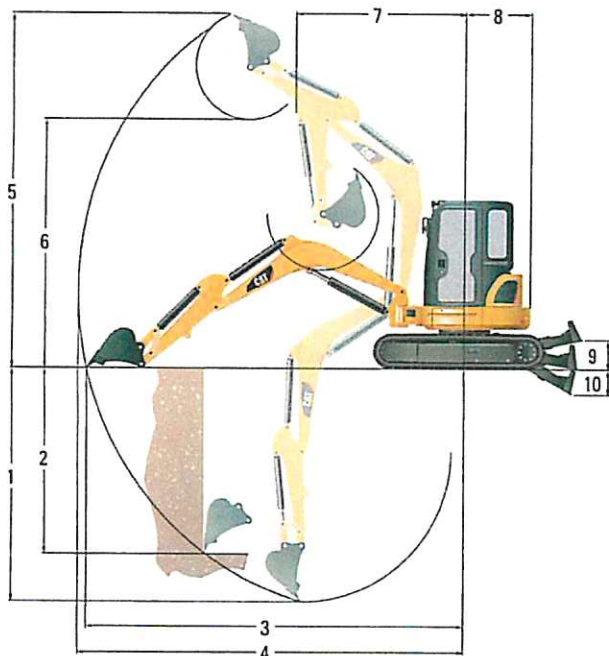
*Automatic swing brake, spring applied, hydraulic release.

Blade

Width	1980 mm	78.0 in
Height	375 mm	14.8 in
Dig Depth	555 mm	21.9 in
Lift Height	405 mm	15.9 in

Operating Specifications

Stick Length – Standard	1350 mm	52 in
Stick Length – Long	1750 mm	67 in



Undercarriage

Number of Carrier Rollers	3
Number of Track Rollers	3
Track Roller Type	Triple Flange

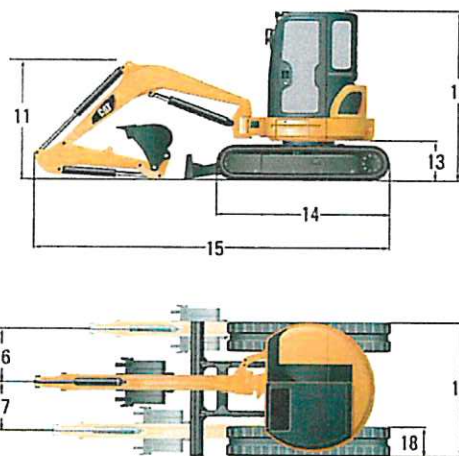
Certification – Cab and Canopy

Roll Over Protective Structure (ROPS)	ISO 12117-2
Tip Over Protective Structure (TOPS)	ISO 12117
Top Guard	ISO 10262 (Level I)

Lift Capacities at Ground Level*

Lift Point Radius		3000 mm (9'8")		4000 mm (13'1")	
		Front	Side	Front	Side
Blade Down	kg	2340	1200	1260	640
	(lb)	(5,159)	(2,646)	(2,778)	(1,411)
Blade Up	kg	1450	1070	760	570
	(lb)	(3,197)	(2,359)	(1,676)	(1,257)

*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart. Lifting capacities are for standard stick.



Dimensions

	Standard Stick		Long Stick	
	mm	in	mm	in
1 Dig Depth	3280	129	3670	144
2 Vertical Wall	2320	91	2630	104
3 Maximum Reach at Ground Level	5330	210	5810	229
4 Maximum Reach	5600	220	5960	235
5 Maximum Dig Height	5250	207	5440	214
6 Maximum Dump Clearance	3720	129	3920	154
7 Boom In Reach	2350	93	2530	100
8 Tail Swing	1100	43	1100	43
9 Maximum Blade Height	405	16	405	16
10 Maximum Blade Depth	555	22	555	22

	Standard Stick		Long Stick	
	mm	in	mm	in
11 Boom Height in Shipping Position	1750	69	2150	85
12 O/A Shipping Height	2550	100	2550	100
13 Swing Bearing Height	615	24	615	24
14 O/A Undercarriage Length	2580	102	2580	102
15 O/A Shipping Length	5180	204	5290	208
16 Boom Swing Right	785	31	785	31
17 Boom Swing Left	695	27	695	27
18 Track Belt/Shoe Width	400	16	400	16
19 O/A Track Width	1980	78	1980	78

305E2 CR Mini Hydraulic Excavator

STANDARD EQUIPMENT

- 1-way and 2-way (combined function) auxiliary hydraulic lines
- 100% pilot control joysticks
- Adjustable auxiliary flow control for work tools
- Adjustable armrests
- Alternator
- Anti-theft security system
- Automatic engine idle
- Automatic swing park brake
- Automatic two speed travel
- Auxiliary line quick disconnects
- Boom cylinder guard
- Cab mounted work light
- Canopy with FOPS ISO 10262 (Level 1) and Tip-Over Protection (TOPS) ISO 12117
- Coat hook
- COMPASS display panel
- Cup holder
- Continuous flow
- Control pattern changer (not available in Europe)
- Dozer blade with float function
- Economy mode setting
- Floor mat
- Foot travel pedals
- Gauges or indicators for fuel level engine coolant temperature, hour meter, engine oil pressure, air cleaner, alternator and glow plugs, service interval
- Horn
- Hydraulic oil cooler
- Lifting eye on bucket linkage (standard equipment for all regions except Europe)
- Lockable fuel cap
- Lockable storage box
- Low maintenance linkage pin joints
- Maintenance free battery
- Rubber track
- Retractable seatbelt
- Standard stick
- Suspension seat, vinyl covered
- "Thumb ready" sticks (standard equipment for all regions except Europe)
- Travel alarm (optional in Europe)


OPTIONAL EQUIPMENT

- Air conditioning
- Angle dozer blade with float function
- Beacon socket for canopy machines
- Block heater
- Boom check valve
- Boom mounted light
- Cab, radio ready with FOPS ISO 10262 (Level 1), ROPS ISO 12117-2 and Tip-Over Protection (TOPS) ISO 12117 with heater/defroster, interior light and windshield wiper/washer
- Ecology drain valve for hydraulic tank
- High back suspension seat, fabric covered
- Hydraulic quick coupler lines
- Long stick
- Mirrors for cab and canopy
- Quick Coupler, mechanical or hydraulic
- Secondary auxiliary hydraulic lines
- Steel track and steel track with rubber pads
- Stick check valve

POLICY REPORT PWD NO. 19-04


CONSIDER APPROVAL OF DESIGN SERVICE AGREEMENT
WITH BG CONSULTANTS FOR THE 2019 SIDEWALK PROJECT
City Project No. 2018-898
January 22, 2019

Prepared by:



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

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider approval of design services agreement with BG Consultants, Inc. for the 2019 Sidewalk Project.

BACKGROUND:

In late 2016, the engineering department sent out RFPs to various engineering firms to solicit interest in performing the design engineering for the City's sidewalk program. The review committee received several proposals from qualified companies and selected two firms based on the KDOT "Qualifications Based Selection" (QBS) process for an interview. BG Consultants was selected to provide the design services for the 2017 Sidewalk Program. Provided the consultant performs to an acceptable standard, the City has the ability to contract with BG Consultants for four(4) additional project designs before another round of RFPs. This contract would be the third year of sidewalk design work for the City.

BG Consultants does have past experience working with the City on other projects.

Staff expects the attached design contract will provide up to two years of sidewalk work. The additional year of design will allow the sidewalks to be constructed earlier in the construction season and provide more time for any necessary utility relocation.

The locations identified below are from the 2019 – 2022 Sidewalk Plan that was reviewed by the commission at the October 16, 2018 Study Session.

Part A Locations: 50% complete, designed to completion

- Congress Street – 2nd Ave. to 5th Ave. (new, south side)
- 20th Street – Spruce Street to Dakota Street (repair, west side)
- 10th Street – Olive Street to Cherokee Street (repair, west side)

Part B Locations: not previously surveyed or designed

- 10th Street – Spruce Street to Olive Street (new, west side)
- Spruce Street – Lawrence Ave. to 15th Street (new/replacement, south side)
- Spruce Street – Lawrence Ave. to 15th Street (repair, north side)
- Dakota Street - 5th Street to 10th Street (new/replacement)
- Eisenhower Rd. – Hughes Rd. to 4th Street (new, north side)

RECOMMENDATION:

Staff recommends that the Commission approve the agreement for design engineering services with BG Consultants for the 2019 Sidewalk Project in an amount not to exceed \$49,600.00.

ATTACHMENTS:

BG Consultants Scope/Design Contract



**AGREEMENT
CONSULTANT-CLIENT**

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and Leavenworth, Kansas, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

2019 Sidewalk Project

Leavenworth, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.

- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.
- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1 **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	Jason Hoskinson, P.E., PTOE
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-749-4474

- 2.2.2 **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3 **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4 **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
- 2.2.5 **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.

- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.
- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.

- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.
- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Mike Hooper, Deputy Director of Public Works
 Address: 100 N. 5th Street
 Leavenworth, KS 66048
 Phone: 913-684-0396

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Maximum Total Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of **forty nine thousand six hundred and NO/100 Dollars (\$49,600.00)**. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and the Estimated Project Schedule in Exhibit 2. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 2, and reimbursable expenses not contemplated in this Agreement will be charged at actual cost ~~plus ten (10) percent~~. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** An estimate of reimbursable expenses ~~plus ten (10) percent~~ shall be included in the total maximum fee. Reimbursable expenses include, but are not limited to, expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of

renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to Exhibit 2. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 2. Provided, however, that any increase in contract price or contract time must be requested by the CONSULTANT and must be approved through a written supplemental agreement prior to performing such services. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided, estimation of total hours and a maximum fee based upon the hourly fee schedule attached hereto as Exhibit 2. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit 2. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost ~~plus ten (10) percent~~. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result

of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hour's notice.

The CONSULTANT reserves the right to terminate this Agreement based on any material breach by the CLIENT.

Upon receipt of such notice from CLIENT, the CONSULTANT shall, at CLIENT's option as contained in the notice; Immediately cease all Services and meet with CLIENT to determine what Services shall be required of the CONSULTANT in order to bring the Project to a reasonable termination in accordance with the request of the CLIENT. The CONSULTANT shall also provide to the CLIENT digital and/or mylar copies of drawings and documents completed or partially completed at the date of termination. The CONSULTANT is entitled to terminate this agreement by providing thirty (30) days written notice.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. Reports, drawings, plans or other documents (or copies) furnished to CONSULTANT by the CLIENT shall, at CLIENT's written request, be returned upon completion of the Services

hereunder; provided, however that CONSULTANT may retain one (1) copy of all such documents. Reports, drawings, plans, documents, software, field notes and work product (or copies thereof) in any form prepared or furnished by CONSULTANT under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CONSULTANT. CLIENT is hereby granted a License to Use instruments of service with use limited to use on this project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and save CONSULTANT, its officers and employees harmless from and against any liability, claim, judgment, demand or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless CONSULTANT from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred by the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.
- 5.9.2. CLIENT agrees that any claim for damages filed against CONSULTANT by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CONSULTANT or its successors or assigns and that no individual person shall be made personally liable for damages in whole or in part.
- 5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

- 5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

- 5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

- 5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

- 5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer",

“supervisor” or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT’s subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 2019.

CONSULTANT:

CLIENT:

BG Consultants, Inc.

Leavenworth, Kansas

By: 

By: _____

Printed Name: Jason Hoskinson

Printed Name: _____

Title: Corporate Secretary

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1

SCOPE OF SERVICES

The Scope of Services described in this Exhibit is for the engineering design of and preparation of construction plans and special provisions for the 2019 Sidewalk Improvements program in Leavenworth, Kansas, hereinafter referred to as "PROJECT". The PROJECT includes sidewalk improvements at the following locations:

Part A Locations: currently ±50% complete to be designed to completion

- a. South side of Congress Street – 2nd Avenue to 5th Avenue (±1,100 ft.)(new sidewalk).
- b. West side of 20th Street – Spruce Street to Dakota Street (±5,450 ft.)(repair existing).
- c. West side of 10th Street – Olive Street to Cherokee Street (±1,750 ft.)(repair existing).

Part B Locations: not previously surveyed and/or designed

- d. West side of 10th Street – Spruce Street to Olive Street (±400 ft.)(new sidewalk).
- e. South side of Spruce Street – Lawrence Avenue to 15th Avenue (±3,850 ft.)(new sidewalk).
- f. North side of Spruce Street – Lawrence Avenue to 15th Avenue (±3,850 ft.)(repair existing).
- g. South side of Dakota Street – 5th Street to 10th Street (±3,200 ft.)(new sidewalk).
- h. North side of Eisenhower Road – Hughes Road to S. 4th Street (K-7) (±2,600 ft.)(new sidewalk).

A. SURVEY AND DESIGN PHASE SERVICES

For the PROJECT's Survey and Design Phase, CONSULTANT will:

1. SURVEY PHASE

- a. Receive any available information from CLIENT applicable to the PROJECT. CLIENT to provide CONSULTANT with citywide GIS data and LIDAR ground surface information in AutoCAD DWG format for use as the base design file.
- b. Perform partial topographic survey of the PROJECT to supplement citywide GIS data. Topographic survey will only be performed at PART B LOCATIONS and will only be performed on the side of the street where the new sidewalk will be located. Where performed, topographic survey will locate physical features in the apparent right-of-way of the PROJECT location, establish horizontal and vertical control, locate above ground topographic features and estimate the approximate location of known below ground features.
- c. CLIENT will mark locations of repairs for site locations categorized as "repair existing" in Part B Locations.
- d. Obtain information from utility companies having facilities within the PROJECT limits. CONSULTANT will contact ONE CALL to request utility companies locate existing utility infrastructure within the area to be surveyed. To the extent feasible, utility locations will be included in the survey data.

2. DESIGN PHASE

- a. Provide engineering design of sidewalk improvements for the PROJECT. Pedestrian infrastructure design will reference the Public Rights-of-Way Accessibility Guidelines (PROWAG) published by the U.S. Access Board and the KDOT Standard Specifications for State Road and Bridge Construction, 2015 Edition.
- b. Design permanent traffic engineering improvements for pavement marking and signing.
- c. Prepare temporary traffic control plan sheets and details to be used for construction of PROJECT. A site specific temporary traffic control plan will be developed for the Spruce Street (K-92) sites to be used in acquiring the KDOT permit.

- d. Compute design plan quantities for bid items. PROJECT quantities will be categorized separately for each location.
- e. Construction plans for PROJECT will prepared on 24"x36" plan sheets. The following sheets are anticipated for the construction plans:
 - 1. Title Sheet
 - 2. General Notes, Summary of Quantities, and Project Control
 - 3. Improvement Plan Sheet(s)
 - 4. Pavement and Sidewalk Details
 - 5. Storm Water Pollution Prevention Plan
 - 6. Permanent Signing and Pavement Marking Details
 - 7. Temporary Traffic Control Details (non-KDOT routes)
 - 8. Temporary Traffic Control Details (Spruce Street (K-92))
- f. Provide CLIENT with an opinion of probable construction cost with each submittal.
- g. Submit to the CLIENT for review and comment, the construction plans and opinion of probable construction cost at the following stages: Preliminary Check (60% complete), Final Check (98% complete).
- h. Prepare project specific Special Provisions for items of work included in the PROJECT which are not specified in the City of Leavenworth's Construction Specifications or the KDOT Standard Specifications for State Road and Bridge Construction, 2015 Edition.
- i. Provide utility companies having infrastructure within the PROJECT area a set of utility plans for their use in determining the need for utility infrastructure relocations.
- j. Prepare applications, exhibits, drawings, and specifications necessary to obtain known required permits. Applications will be prepared for the CLIENT's execution and submittal. Any fees associated with applying for and/or obtaining permits will be the CLIENT's responsibility. Assist CLIENT in obtaining permit approvals by furnishing additional information about the Project design. Anticipated permits required for the project are:
 - 1. KDOT Use of Highway Right-of-Way Permit.
 - 2. KDHE Notice of Intent (NOI).
- k. For up to five (5) properties, provide CLIENT with a right-of-way/easement map and legal description of right-of-way/easement needed for construction of the PROJECT.

3. MEETINGS

- a. Attend up to two (2) progress meetings with CLIENT to review progress and discuss the design of the PROJECT.
- b. Attend up to two (2) neighborhood meetings in the City of Leavenworth to discuss the PROJECT impacts with adjacent properties. Provide presentation materials for each meeting.
- c. Attend one (1) utility coordination meeting in the City of Leavenworth.
- d. Attend one (1) City Commission meeting in the City of Leavenworth.

4. FINAL DELIVERABLES

- a. Prepare final signed and sealed construction plans and special provisions for PROJECT. CONSULTANT will provide CLIENT up to five (5) paper copies and one electronic copy (PDF) of the final deliverables.
- b. Provide CLIENT with an opinion of probable construction cost.

5. EXCLUSIONS

- a. The following services are specifically excluded from this project.
 - i. Environmental Assessment or Environmental Impact Statement services concerning the National Environmental Policy Act.
 - ii. Acquiring ownership and encumbrances reports.
 - iii. Geotechnical engineering.
 - iv. Potholing or excavating buried utilities.
 - v. Design of traffic signal modifications.
 - vi. Design of utility relocations.

B. BID PHASE SERVICES

For the PROJECT's Bid Phase, the CONSULTANT will:

- a. Address questions from prospective bidders regarding the bid documents. Issue addenda, if necessary, prior to the bid letting.

C. CONSTRUCTION PHASE SERVICES

Construction Phase Services are specifically excluded from this AGREEMENT. CONSULTANT may provide CLIENT with Construction Phase Services by separate agreement.

END OF EXHIBIT 1

EXHIBIT 2
COST AND SCHEDULE

A. ENGINEERING FEE

1. CONSULTANT will provide services in Exhibit 1, Items A and B for a fee based on the actual hours expended on the PROJECT at the Hourly Rates included in Exhibit 2, but not to exceed **forty nine thousand six hundred and NO/100 Dollars (\$49,600.00)**. CLIENT will be invoiced in accordance with Section 4 of this AGREEMENT.

a. Survey	\$ 14,500.00
b. Design	\$ 29,700.00
c. Property Acquisition Doc.'s	\$ 1,900.00
d. Meetings	\$ 2,500.00
e. Bid Phase	\$ 750.00
f. <u>Reimbursable Expenses</u>	<u>\$ 250.00</u>
TOTAL	\$ 49,600.00

B. ESTIMATED PROJECT SCHEDULE

1. CONSULTANT will perform services in an effort to meet CLIENT scheduling goals. The estimated project schedule below is based on the scope of services described in Exhibit 1. The completion of tasks may also be contingent upon governmental agency reviews, utility relocations, and property acquisitions which are beyond CONSULTANT's control and could delay the performance of services beyond the estimated completion date(s).

Estimated Project Schedule	
Task	Estimated Completion Date
Notice to Proceed/Kick-off Meeting	January 2019
Survey Phase	February 2019
Preliminary Check ($\pm 60\%$ design completion)	March 2019
Final Check (98% design completion)	May 2019
Design Complete and Ready for Bid Letting	June 2019
Bid Letting	June/July 2019
Construction	Summer/Fall 2019

2019 HOURLY RATES

<u>POSITION</u>	<u>PER HOUR 2019</u>
PRINCIPIAL 3	\$260.00
PRINCIPAL 2	\$230.00
PRINCIPAL 1	\$207.00
PROJECT ENGINEER IV	\$189.00
PROJECT ENGINEER III	\$166.00
PROJECT ENGINEER II	\$155.00
PROJECT ENGINEER I	\$132.00
SENIOR DESIGN ENGINEER	\$151.00
DESIGN ENGINEER	\$122.00
ASSISTANT DESIGN ENGINEER	\$105.00
ARCHITECT	\$195.00
PROJECT ARCHITECT	\$155.00
DESIGN ARCHITECT	\$117.00
ASSISTANT ARCHITECT	\$95.00
TECHNICIAN II	\$115.00
TECHNICIAN I	\$97.00
SENIOR CONSTRUCTION OBSERVER	\$113.00
CERTIFIED CONSTRUCTION OBSERVER	\$100.50
CONSTRUCTION OBSERVER	\$90.50
SENIOR PROJECT SURVEYOR	\$188.00
PROJECT SURVEYOR	\$140.00
ASSISTANT PROJECT SURVEYOR	\$86.00
FIELD SUPERVISOR	\$109.00
SURVEYOR II	\$79.00
SURVEYOR I	\$67.50
CAD SYSTEM AND OPERATOR	\$107.50
CLERICAL	\$60.00

HOURLY RATE NOTES:

1. The hourly rates shown above are effective for services through December 31st of the year this AGREEMENT is executed. Hourly rates are subject to revision annually.
2. For any Federal Wage and Hour Law non-exempt personnel, overtime will be billed at 1.5 times the hourly rates shown.
3. Expert Witness and Depositions will be charged at 1.5 times the hourly rates shown.

END OF EXHIBIT 2

EXHIBIT 3
SPECIAL PROVISIONS

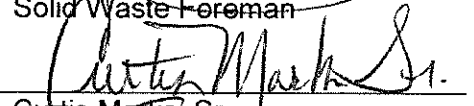
Not Used.

END OF EXHIBIT 3


POLICY REPORT NO. PWD # 19-07
CONSIDER AWARD OF 2019 NEW/UNUSED TRUCK CAB AND CHASSIS
WITH REFUSE COMPACTION BODY
PUBLIC WORKS DEPARTMENT
January 22, 2019


Prepared by:


Steve King
Solid Waste Foreman


Curtis Marks, Sr.
Operations Superintendent

Reviewed by:


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


Paul Kramer
City Manager

Issue

Consider authorizing the Solid Waste Division to purchase a Refuse Truck consisting of Freightliner M2-106 Chassis with Cobra Magnum Packer Body through Sourcewell national pricing in the amount of \$192,743.31.

Background

The equipment replacement schedule has one of the five (5) units identified for replacement this year. The 2019 Solid Waste Division budget included funding in the amount of \$190,000 for the replacement unit.

Steve King Solid Waste Foreman prepared bid specifications and research options for purchasing the Refuse Truck. After reviewing available purchase options, department staff made the decision to utilize Sourcewell national pricing under the statutory authority of KSA 12-2901 for the cooperative purchase. This program allows the City to purchase equipment that meets our needs while guaranteeing that standard governmental purchasing practices are followed.

Specifications were prepared, to include the cab and chassis with a tandem rear axle and setback front axle and a twenty-five yard rear. Bids include a five (5) year warranty on Engine and After Treatment and an extended three (3) year warranty on the transmission.

Finance

A 2010 International Model 7400 SBA 6x4 with 25- yard capacity EZ Pack G400 compaction unit in usable condition with approximately 90,000 miles is being traded.

Staff Recommendations

Staff recommends that the City Commission approve the purchase of a 2019 New/Unused Truck Cab and Chassis with Refuse Compaction Body for \$192,743.31 minus trade in value of \$48,000 for the 2010 International 7400 Refuse Truck with 2010 EZ Pack Rear Load Compactor in usable condition totaling the amount of purchase to be \$144,743.31. Purchase will be from Elliot Equipment Company 4000 SE Beisser Driver Grimes, IA 50111

Policy

The City Commission can either reject or approve the bid.

The City purchasing policy is intended to ensure competition in the purchase of goods and materials by the City. Purchases done under Sourcewell national pricing meet all the steps required for competitive bids and proposals in the City of Leavenworth Purchasing Policy.

Attachment

Quote from Elliot Equipment Company

Sourcewell Contract # 112014-NWY
 Quote for: City of Leavenworth KS

Dealer must receive copy of PO
 You may, in addition, send a copy of PO to:
 New Way Trucks
 P.O. Box 336
 Scranton, IA 51462

Dealer: Elliott Equipment
 Date: 1/4/2019
 Sourcewell Member#:

Quantity	Part No.	Description	Sourcewell Price
1	8048	25RL Cobra Magnum (160" Cab to Trunion)	\$58,923.20
1	CM2001	Complete Mount	\$3,514.09
1	CM2025	Auto-Trans (Hot Shift w/Overspeed) Gear Pump/Pack on the go (available on mounted units only)	\$4,239.91
1	CM2044	Kick Bar w/Latch Kit	\$4,066.87
1	CM2077	LED Round Strobes <i>upper tailgate</i> (2 lights)	\$348.39
1	CM2078	LED Round Strobes <i>lower tailgate</i> (2 lights)	\$451.75
1	CM2079	LED Round Strobes <i>at front of body</i> (2 lights)	\$451.75
1	CM2091	Driver Alert Buzzer Street Side	\$116.13
STD		Triangle Kit (standard on mounted units)	
STD		5.6" Color Flat Screen w/ Audio	
1	CM2120	Acrylic Urethane Enamel White	\$2,399.25
STD		Frame Mounted Hydraulic Tank (standard)	
1	CM2171	Rubber Mud Flaps Behind Rear Axles	\$195.10
1	CM2172	Steel Mud Flaps In Front of Rear Axles	\$272.91
1	CM2177	Access Door Steps (ladder w/handles)	\$396.00
STD		2-Year Cylinder Warranty	
STD		1-Year Body Warranty (std)	
STD		1-Year Hydraulic Warranty (std)	
1		Tailgate seal extension	\$619.67
1	133803	No tools cover sheet removal	\$187.10
1	130050	Optional 46" long prop rod (Minimum 29" in propped position)	
1		Clear coat paint	\$2,591.19
1	119317	4yr Cylinder Warranty	\$3,463.41
1		4yr Body Warranty	\$4,809.18
1	119346	4yr Hydraulic Warranty	\$3,789.41
1		Steps need to allow for 4" vertical adjustment	
ALL ITEMS TO BE PURCHASED AND INSTALLED BY NEWWAY			
1		Chassis	To Distributor
1		Freight	\$500.00
1		Trade-in	2010 Unit
		Total	\$144,743.31
CITY MEMBER # MUST BE ON P.O.			


 Signature

01/08/19
 Date

City of Leavenworth


Proposed Refuse Truck

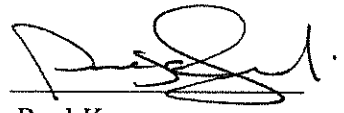
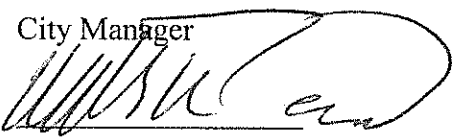
January 22, 2019



POLICY REPORT NO. PWD 19-06
Water Pollution Control Division
GraniteNet Software Upgrade

January 22, 2019

Prepared by: 
Chuck Staples
WPC Superintendent

Reviewed by: 
Paul Kramer
City Manager

Michael G. McDonald P.E.
Public Works Director

Issue:

Consider approval to upgrade existing CUES Granite XP software to CUES GraniteNet Asset Inspection and Decision Support software.

Background:

Since 2011, the City of Leavenworth has used CUES Granite XP software to support sanitary and storm line for closed circuit television inspections. This software tracks defects in sewerlines and facilitates storage of video footage with audio comments.

Water Pollution Control currently uses CUES closed circuit television equipment which is only compatible with this software. This upgrade is necessary because CUES will no longer support the Granite XP software currently in use with the licenses expiring January 30, 2019.

GraniteNet is the next generation software platform from CUES. It includes capabilities that are more advanced. This new generation software also enables real-time updating to the City Hall sewer database, which eliminates manual updates and the associated trips by WPC personnel to deliver data discs. The new software will better track sanitary sewer lines cleaned and enable data from the City's GIS to be integrated with the camera truck software.

GraniteNet software platform can meet the needs of the City now and for many years in the future as the requirements of the city evolve.

Bid Received:

Cues GraniteNet Software: \$37,242.

Staff Recommendation:

The Staff recommends the City Commission approve the purchase for GraniteNet software upgrade for CUES.

Options/Alternatives: The City Commission can accept the bid as recommended by City Staff, or can ask the staff to re-bid.

The Standard of the Industry



January 07th, 2019

Mr. David Griffith
City of Leavenworth
1800 South 2nd St.
Leavenworth, KS 66048
Office: 913.680.2634
dgriffith@firstcity.org

RE: GraniteNet Software Quote

Mr. Griffith:

Thank you for the opportunity to quote the GraniteNet Asset Inspection and Decision Support software platform from CUES, the most trusted brand in North America for pipeline inspection technology.

For more than a decade, CUES has supplied the industry with the most innovative and extensible software platform available to help utilities and contractors alike achieve their regulatory and productivity goals. Our clients demand software that is able to be customized to meet their needs while supporting the process flows unique to their organization. GraniteNet offers unmatched flexibility to create many different types of inspections in addition to CCTV assessments such as cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, hydrant inspections, light pole inspections etc. Additionally, this new software platform offers a very simple User Interface to allow people to quickly become proficient users, often in a matter of minutes.

For those organizations that desire more advanced capabilities such as GIS map (ESRI/Cartegraph) integration, CMMS integration (Cityworks, Maximo, Infor Hansen), User Management controls, enterprise database support (Oracle & SQL), a Web-based Portal, custom Scoring formulas, etc., the CUES GraniteNet software platform can meet the needs of the City of Leavenworth now or in the future as the requirements evolve.

The following is a short description of each GraniteNet software package and the suggested optional modules to be included in the software package for the City of Leavenworth. Items showing the discounted amount in red are items that are currently owned by the City and are being upgraded from Granite XP to GraniteNet at no additional cost. Items without the discounted amount in red are software modules and services not previously owned or used by the City of Leavenworth, hence not eligible for no cost upgrade under our software support plan policy.

Please feel free to contact me with any questions, comments or concerns.

GraniteNet Inspection Premium Package

GraniteNet Premium captures a wide array of data and video from robotic transporters deployed in pipelines. It is highly specialized and customizable, yet simple enough for users to learn to operate quickly.

GraniteNet has many advantages which are critical to deploying a comprehensive Capacity Assurance, Management, Operation, and Maintenance program (CMOM) that is aligned with Federal regulations. Below are some of the key features offered by the software:

- Asset based architecture
- Dynamic pipe graphs are navigable to any observation within the inspection
- CD/DVD burning
- Synchronization
- Out-of-the-box Reporting
- Reports available in HTML, ASCII and PDF formats along with the standard printed reports
- Built-in functionality to email report
- Unlimited still images can be captured (dependent upon hard drive space)
- User customizable screen layouts and mandatory fields can be specified to meet client specifications
- Built in synchronization mechanism to allow precise data aggregation
- The ability to take additional still images (snapshots) during playback in the truck or the office
- Tasks can be assigned and managed throughout the system

The Premium Inspection License includes the following components: GraniteNet Basic, Core Basic, Core Advanced, Main Inspection Module, Analog Video Recording Module Mainline, Video Indexing Module, Titling, Distance Acquisition, Still Image Capture Module, and Data Transfer.

GraniteNet Office Software License

Used primarily by engineers and supervisors, the Office Edition allows CCTV inspection records to be edited and changed upon subsequent review. This edition has the ability to generate reports, allow users to modify inspections and observations gathered in the field, synchronize inspections, capture images from playback, view mapped data, and import/export map data.

GraniteNet ESRI Interface Module

Developed by CUES as a registered business partner with ESRI, this optional module for GraniteNet allows users to be able to point and click on an asset from within the GraniteNet integrated map. After clicking on the asset, the asset and inspection panes are automatically populated with the asset's attribute information. The operator may initiate an inspection by simply selecting the asset on the map and right-clicking. The GraniteNet ESRI Interface also provides the ability to create a new asset in the field. The system is able to collect, store, display, manipulate and analyze data, and then link the information to the ESRI ArcGIS map file. The software provides a chronological record of every inspection completed on the asset.

GraniteNet ESRI Import Module

This optional module for GraniteNet provides a bi-directional interface between ESRI ARCGIS 10.X and the GraniteNet software. This module enables GIS features to be imported directly into GraniteNet where they can be used to verify and validate the location of utility assets.

GraniteNet ESRI Implementation

The implementation service of ESRI maps and map data within CCTV operations includes integration consultation, documentation, and training with the client's office staff by a CUES software division implementation specialist in accordance with the unique business requirements of the organization. CUES will work with an appointed resource/project manager from the organization to define the goals and then collaboratively create the standard operating procedures desired by the organization. Before a CUES technical resource is assigned to the implementation project, a GraniteNet ESRI Pre-Implementation Checklist must be completed by the client and submitted to CUES. Once it is received by CUES and verified that all prerequisites are met to begin the work, the appropriate implementation specialist Project Manager from CUES will be assigned to the client and the project shall be scheduled based on the order in which the Checklist was received. Due to the fluctuating availability of resources needed by both parties to complete the implementation, the actual start date for the project may vary. Generally, CUES is able to start implementations within a reasonable period from the date of receipt of a completed Pre-Implementation Checklist, but there are exceptions and no guarantee can be made as to the exact date for when the project will kick off. CUES, however, will make every effort to quickly and efficiently initiate the implementation services as soon as possible.

GraniteNet PACP Module

A GraniteNet NASSCO 7.x certified module is available which follows the NASSCO PACP business rules and uses the PACP codes. The module also includes import and export functionality as defined by NASSCO to exchange PACP data. Entries in the GraniteNet NASSCO Standard must follow the guidelines established by NASSCO in relation to mandatory entry and format of values. The Mainline Inspection Module, included in the GraniteNet Premium Inspection Package, is required for use with the PACP Module.

Features:

- All PACP defect codes
- Code validation — required fields must have entries
- Import any PACP (version 6 or 7) certified database
- Export to PACP database standard (version 6 or 7) in which it was collected
- NASSCO's ten (10) custom fields available
- Evaluation reports including the PACP Grading

The latest NASSCO certification requirements can be found on the NASSCO web site,

<http://www.nassco.org/>.

GraniteNet Lateral Inspection Module

The Lateral Inspection Module is used to capture, view, edit, and/or create new lateral inspections. A user can create mainline/lateral inspections with the following capabilities:

- Capture automatic footage and titling
- Perform certified NASSCO LACP standard inspections
- Display the Mainline Asset data associated with the Lateral Asset
- Create new lateral inspections on-the-fly or a new lateral inspection based on an existing asset
- Display lateral asset information as well as edit and/or create a new lateral asset ID
- Save and create a new lateral inspection directly from the new lateral asset
- View, edit, or create new lateral inspections while performing a mainline TV inspection
- Display the mainline TV inspection from which the lateral inspection was initiated
- Initiate a lateral inspection in the downstream or upstream direction, depending on requirements
- Display a graphical representation of the inspection details along with the lateral observations

GraniteNet Node Inspection Module

The CUES Node Inspection Module captures structure information for manholes, catch basins, pumping stations, nodes, etc. and records inspection data, video and images, to identify problem areas. NASSCO MACP level 1 and level 2 inspections can also be performed with this module.

GraniteNet Scheduler Module

The GraniteNet Scheduler Module allows users to schedule the transfer of CCTV data and media files to perform database synchronization automatically. At specific times set by the administrator, usually each day after working hours when the network is less burdened, the office can automatically import completed inspections from the truck to the office and synchronize incomplete inspections from the office to the truck to automate the transfer and archival of data on a daily, weekly or monthly schedule. On a daily basis, supervisors can get their completed inspections sent in and CCTV crews can come to work and find their new, incomplete inspections waiting for them to get started out in the field. In addition to selecting complete or incomplete inspections, users will be able to create scheduled transfer tasks with specific pre-set filters to intelligently identify specific data to be transferred such as "inspections by" pipe type, operator, severity, date range, etc. Users can also schedule to send the data to an alternative destination for backup, third party review, regulatory requirement, etc. In a typical configuration, the service is activated and started from a network-connected office machine which has GraniteNet and the GraniteNet Scheduler Module installed on it. The service will sequentially poll each vehicle and perform the synchronization tasks automatically.

The GraniteNet Scheduler can also automate report generation and GIS data import and export.

GraniteNet H.264 Module

The CUES GraniteNet H.264 Module is an optional video capture codec that allows for inspection video capture in H.264 format. This results in significant video file size reduction. The H.264 coding format is currently one of the most commonly used formats for the recording, compression, and distribution of video content via the web. This patented format is capable of providing very good video quality at substantially lower bit rates (less storage) than previous standards (i.e., half or less the bit rate of MPEG-2, H.263, or MPEG-4 Part 2), without increasing the burden on a wide variety of networks and systems.

To stream video via the GraniteNet portal, the video format must be in the H.264 (.mp4) format. CUES provides the necessary coding libraries and pays the royalties for each GraniteNet Inspection license which is activated with the H.264 module.

GraniteNet Web Viewer Portal

The GraniteNet Web Viewer Portal allows approved users access to view inspection data, view video, see productivity dashboards, run filtered reports and generate PDF reports from virtually any device via a browser. The viewer portal relies on the infrastructure provided by its clients, including access to the city's existing GraniteNet database, in a self-hosted environment within the city, and behind the city's firewall so that data security is controlled by the city and not managed by CUES. If the server is securely exposed to the internet, the GraniteNet Web Viewer portal can be configured to provide employees access to the City's GraniteNet data while outside the facility via the Internet (including through 3G/4G wireless connections). Because the Portal's ASP.Net web application accesses the enterprise database, any GraniteNet licenses intalled and used on the desktops can still continue to edit and update this data with all changes immediately being available to the web application's clients.

GraniteNet Web Portal Viewer Implementation Services

The GraniteNet Web Portal Viewer Implementation Includes the following provided by a CUES Software Web Portal Viewer Implementation Specialist:

- Dedicated project management for installation and configuration of Web Portal Viewer
- Remote web sessions to plan, execute, and test implementation of Web Portal Viewer into GraniteNet Office Environment and GIS maps (if available)
- Office training and access to follow-up sessions as needed

GraniteNet Web Portal Annual Support Plan

The GraniteNet Web Portal Viewer Support Plan includes access to the following services:

- Free ongoing software maintenance and enhancement Release Updates (available online for download including the latest technical documentation and the most current version of the Web Portal Viewer)
- Telephone support Monday through Friday, 8:00 AM to 5:00 PM ET
- Email support via GraniteSupport@cuesinc.com
- Remote Online Technical Support, Analysis, and Best-Practice Recomendations via scheduled / unscheduled web sessions
- Access to online support materials / services

Granite XP Annual Support Plan

The annual Support Plan provides the following technical support services to ensure continuous productivity and up time in the field:

- Entitlement to upgrade your Granite XP software license to a GraniteNet software license with no additional license fee charge*
- Perpetual, free upgrades available online for download for the most current versions of your Granite XP or GraniteNet Software to match the latest Microsoft Windows version you may have including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM to 5:00 PM ET
- Remote Online Technical Support**
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and Video Tutorials
- Online review sessions with support specialists at pre-scheduled, mutually convenient times to review the proper use of the software including advanced administration tips and best practices

** Additional charges not covered by the Support Plan may apply such as hardware upgrades, data conversion services and re-implementation fees.*

*** Certain elements of the support plan requires internet access.*

GraniteNet Office Annual Support Plan

The annual Support Plan provides the following technical support services to ensure continuous productivity and up time in the field:

- Perpetual, free upgrades available online for download for the most current versions of your GraniteNet Software to match the latest Microsoft Windows version you may have including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM to 5:00 PM ET
- Remote Online Technical Support**
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and Video Tutorial
- Online review sessions with support specialists at pre-scheduled, mutually convenient times to review the proper use of the software including advanced administration and best practices

**Additional charges not covered by the Support Plan may apply such as hardware upgrades, data conversion services and re-implementation fees*

***Certain elements of the support plan requires internet access*

Granite XP to GraniteNet Legacy Data Conversion

The Granite XP to GraniteNet Conversion is a onetime consulting service to migrate Mainline, Lateral, and/or Node Inspection data from a single Granite XP database to a blank GraniteNet Database. The migration will include all Assets, Organizations, Employees, Code Systems, Inclination Data, Sonar Data, DUC Video, Analog Video, and images. The integrity of the database will be verified before and after the migration process.

Pricing follows on next page.

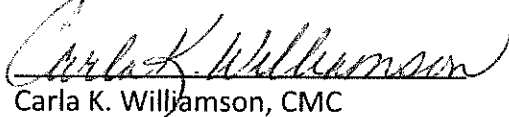
Part#	GraniteNet Software & Services	Price	Qty.	Subtotal	Discount	Actual
New Asset(s) or Existing Asset(s) are shown in <i>blue italic</i> below for reference						
GN901	GraniteNet Inspection Premium Package including: Core Advanced, Core Advanced Features, Core Basic Features, Main Inspection Module, Distance Acquisition, Video Indexing Module, Video Recording Module Mainline, Still Image Capture Module, GraniteNet Titler Module, Data Transfer Module, Management Console, CUES Standard Module <i>501414</i>	\$14,000	1	\$14,000	(\$14,000)	\$0
GN904	GraniteNet Office Software License including: Core Advanced, Core Advanced Features, Core Basic Features, Main Inspection Module, Video Indexing Module, Still Image Capture Module, Data Transfer Module, Management Console, CUES Standard Module <i>EN0965</i>	\$1,250	1	\$1,250	(\$1,250)	\$0
GN521	GraniteNet ESRI Interface Module <i>501414</i>	\$6,995	1	\$6,995	(\$6,995)	\$0
GN523	GraniteNet ESRI Import Module <i>EN0965</i>	\$2,005	1	\$2,005	(\$2,005)	\$0
GN576	GraniteNet ESRI Implementation <i>EN0965</i>	\$4,500	1	\$4,500		\$4,500
GN507	GraniteNet PACP Module <i>501414</i>	\$2,450	1	\$2,450		\$2,450
GN512	GraniteNet Lateral Inspection Module <i>501414</i>	\$2,950	1	\$2,950		\$2,950
GN509	LACP Module <i>501414</i>	\$0	1	\$0		\$0
GN511	GraniteNet Node Inspection Module <i>501414</i>	\$2,950	1	\$2,950		\$2,950
GN508	MACP Module <i>501414</i>	\$0	1	\$0		\$0
GN522	GraniteNet Scheduler Module <i>EN0965</i>	\$1,495	1	\$1,495		\$1,495
GN560	GraniteNet H.264 Module <i>501414</i>	\$380	1	\$380		\$380
GN568	GraniteNet Web Viewer Portal <i>NEW</i>	\$7,000	1	\$7,000		\$7,000
GN579	GraniteNet Web Portal Viewer Implementation Services <i>NEW</i>	\$3,000	1	\$3,000		\$3,000
GN567	GraniteNet Web Portal Annual Support Plan <i>NEW</i>	\$2,500	1	\$2,500		\$2,500
GX520	Granite XP Annual Support Plan <i>501414</i>	\$1,800	1	\$1,800		\$1,800
GN538	GraniteNet Office Annual Support Plan <i>EN0965</i>	\$350	1	\$350		\$350
GN550	Granite XP to GraniteNet Legacy Data Conversion <i>NEW</i>	\$1,600	1	\$1,600		\$1,600
8800002	On Site Training <i>NEW, NEW, NEW</i>	\$703	3	\$2,109		\$2,109
Subtotal for GraniteNet Software Licenses						\$33,084
GN999	Total of Hardware and Shipping Listed Below <i>NEW</i>	\$4,158	1	\$4,158		\$4,158
Subtotal for GraniteNet Hardware						\$4,158
Grand Total						\$37,242
<p>Rack Mount Computer \$4,000 x1 = \$4,000</p> <p>TR1957 Black Blank Panel for the ProData \$58 x1 = \$58</p> <p>Shipping \$100 x1 = \$100</p> <p>***Please ensure that firmware on all K2/Summit Systems is upgraded to R29 or newer.</p>						

Terms: Net 30
 FOB: Destination
 Delivery: As Required
 This quote is valid for 60 days.

**POLICY REPORT
CONSIDER SOLE SOURCE AGREEMENT WITH
MUNICODE FOR RECODIFICATION**

JANUARY 22, 2019

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

BACKGROUND/ISSUE

During the 2019 budget process, the City Commission approved \$33,500.00 for recodification of the City's Code of Ordinances.

This issue before the Commission is to consider a sole source agreement with Municode for recodification, supplementation and online code hosting services. Municode has provided codification, supplementation and online code hosting services for the City of Leavenworth for over 40 years. Municode is very familiar with the City and our code. In addition, the City recently entered into an agreement with Municode as our website provider and the two services together will make for a more cohesive experience for the user (Citizens and Staff) when researching city codes.

The fee for the recodification services with Municode are estimated to cost \$35,160.00 and include the follow:

Recodification	\$24,950.00
Additional Pages	\$3,000.00
Freight	\$250.00
2018 Ordinances codified	<u>\$6,960.00</u>
	\$35,160.00

At the beginning of each year, the ordinances passed by the Governing Body in the prior year are codified (incorporated into the existing code). To begin the recodification process we must first have Municode codify the 2018 ordinance. That fee is included in the cost. Fees not include but a part of the budget are any fees incurred by the City Attorney during the process.

CITY COMMISSION ACTION:

Approve the sole source agreement with Municode for the recodification of the Code of Ordinances in an amount not to exceed \$35,160.00



RECODIFICATION, SUPPLEMENTATION AND ONLINE CODE HOSTING SERVICES

Quote for Leavenworth, Kansas

January 11, 2019 - Valid for 90 days



LETTER OF INTEREST

January 11, 2019

Ms. Carla Williamson
City Clerk
City of Leavenworth
100 North 5th Street
Leavenworth, KS 66048

via email: cwilliamson@firstcity.org

Ms. Williamson:

Thank you for corresponding with Client Services & Internal Sales Account Manager, Alicia Bywaters, regarding the recodification of the City's Code of Ordinances. This proposal will provide the scope of services and pricing details for the recodification process, which will result in an official Code of Ordinances that is free from internal conflicts and inconsistencies, conforms to the laws of the State of Kansas, and is easily accessible in print and online to staff and citizens alike. Our staff includes 12 in-house professional codification attorneys who have completed hundreds of codification and recodification projects nationwide. We will be happy to provide a recent Legal Review Memorandum sample upon request.

With over 67 years of experience, Municode is the oldest and most trusted codifier in the nation. We currently provide codification services to over 4,500 clients throughout the United States (including 46 in the State of Kansas and host over 3,490 codes online via our code hosting platform, MunicodeNEXT. Whether it's through the legal recodification process, full-service or self-service supplementation options, online legislative search tools, meeting management and agenda software or custom government website design, we have the experience, resources and expertise to provide our local government clients with innovative products, superior technology and excellent customer service. We invite you to visit our corporate website at <https://www.municode.com/> to explore our full suite of government services.

Our Supplement team includes 14 teams of Legal Editors and Proofreaders who are dedicated to providing the most accurate and efficient supplement process possible for the ongoing maintenance of your new code. Our code hosting platform, MunicodeNEXT, is the nation's most advanced, accessible and intuitive website for government codes – allowing your staff and citizens to have access to your current code and all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Customers who trust Municode with both their online codes and their municipal website enjoy the added benefit of a unified search engine. With a simple button click, you can easily filter your website search results to pull up all matches within your online Code of Ordinances.

To start the recodification process, simply make your selections on pages 3-5 of this proposal and fill in and sign the signature page on page 15. If you have any questions on this proposal, please shoot us an email or give us a call. In addition to email, Alicia can be reached at 800-262-2633 ext. 1254 and our Vice President of Client Services, Steffanie Rasmussen (800-262-2633 ext. 1148), also welcomes your call at any time. Thank you for the opportunity to submit this proposal. We look forward to speaking with you soon.

Sincerely,



Dale M. Barstow
Vice President of Sales
Phone: 800-262-2633 ext. 1225

EXECUTIVE SUMMARY

Recodification, Supplementation and Website Hosting

*Logic: Give your municipality a fresh start. Engage our full-time attorneys to examine the legal sufficiency of your code from top to bottom. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT***

- ★ **Recodification**..... **\$24,950¹**
- Timeline..... **12-15 months**

The recodification base cost of \$24,950 is based on a 1350-page, single column 10-point code (or 1526 11-point pages or 1688 12-point pages) or 964-page, double column 10-point code (or 1174 11-point pages).

A full-time, Municode attorney will legally review the ordinances, not just a code editor. We will research all legislation against the State Constitution, State Law, and the Charter, and ordinances will be compared to other ordinances to determine if there are inconsistencies or conflicts within the legislation itself. We will suggest a structure and organization for the code and provide a table of contents indicating the recommended structure. We will also provide State Law references within the code and hyperlinks to internal references within the online code. We will provide a legal memorandum containing recommended options and conduct a conference to review the memorandum and recommendations. Our team will edit the text of your code to reflect proper grammar and stylistic consistency; create a subject matter index; create all tables (contents, State Law reference, prior code comparison, and ordinance disposition); and insert graphics into the printed and electronic versions of the code. A draft code will be provided to you for final review prior to printing and shipment.

- ★ **Supplement Service** (single column / double column per page rate) **\$19.50 / \$23.50**

Municode does not charge an extra fee for posting supplements online or printing your supplement pages. All of these services are already included in your supplement per page rate.

- ★ **Online hosting = MunicodeNEXT with CodeBank** **\$700²**

The online code with CodeBank is \$700 per year. If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode bundle for only \$1,450 annually.

¹ Please see page 3 for additional pricing details.

² Please see page 5 for additional features and pricing available on our MunicodeNEXT platform.

RECODIFICATION QUOTATION SHEET

Recodification base cost, includes **\$24,950³**

- ★ Receipt, review and organization of materials
- ★ Legal analysis & research by a full-time, Municode attorney
 - ★ Preparation of legal memorandum by a Municode attorney
- ★ Conference with attorney (make selections below)
- ★ Implementation of approved legal findings
 - ★ Updating State Law references
 - ★ Editorial preparation and proofreading
 - ★ Page formatting (make selections below)
 - ★ Indexing
- ★ Tables⁴, Graphics⁵ & tabular matter⁶
- ★ Final proofreading and corrections
- ★ Quality control review and printing
 - ★ 40 copies, to include 3-post stamped binders and tabs
 - ★ Adopting ordinance prepared by a Municode attorney

Project is based on the font size & pages below – please only select one:

- Single Column Format⁷:** 10-point (1350) 11-point (1526) 12-Point (1688)
Double Column Format: 10-point (964) 11-point (1174)

Conference Selection:

- On-site conference, each **Attorney time, travel, lodging and per diem**
 Teleconference or web-based conference, 3-hour session **No charge⁸**

Format Elections (Please check or circle desired elections below)

Font: Times New Roman. Will be used as the font unless otherwise indicated.

Other choices include: Helvetica, Avant-Garde Demi, Courier, Palatino, Helvetica Narrow, Century Gothic, Gill Sans and Arial MT

- Binder Color:** Semi-Bright Black Dark Blue Hunter Green Burgundy
Binder Stamping Color: Gold Silver

Items not included in base cost

- ★ Pages over 1350 10-point, single column / double column pages, per page (or equivalent) **\$24**
- ★ Freight **Actual**
- ★ State sales tax **If applicable**
- ★ Post your code on MunicodeNEXT **See selections on page 5**

Payments for recodification project - Your project can be budgeted over two fiscal years

- ★ Execution of Agreement **\$8,735**
- ★ Submission of the Legal Memorandum **\$6,240**
- ★ Submission of Draft Code **\$6,240**
- ★ Delivery **Balance**

³ Legislation added to the project must be approved and received prior to the established cutoff date. Following the delivery of the final code draft for client proofing, any extensive changes requested in the Code content, and/or any material added to the Code that was not previously contemplated, will be subject to an additional Proof Update fee.

⁴ The following tables will be created and are included in the base cost: supplement history table, code comparative table, State Law reference table and ordinance history table. An additional hourly charge applies for creation, modification, addition or updating of any table or schedule other than those enumerated in this footnote. This includes Traffic and Fee tables or schedules.

⁵ Includes printing all copies.

⁶ Tabular matter is defined as algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

⁷ If the single column format is elected, the Code will be published as two volumes.

⁸ For the initial 3-hour session, then \$150 per hour thereafter.

SUPPLEMENTATION QUOTATION SHEET

Supplement Service Base Page Rate⁹

Page Format	Base Page Rate
Single Column	\$19.50 per page
Double Column	\$23.50 per page

Base page rate above includes:

- ★ Acknowledgement of material
- ★ Data conversion, as necessary
- ★ Editorial work
- ★ Proofreading
- ★ Updating the index (if elected)
- ★ Schedule as selected by you¹⁰
- ★ Updating electronic versions¹¹ and online code
- ★ Printing 40 copies

Base page rate above excludes:

- | | |
|---|-----------------------------|
| ★ Freight | Actual |
| ★ State sales tax | If applicable |
| ★ Images, Graphics ¹² & tabular ¹³ matter, each | \$10 |
| ★ Annual Administrative Support Fee, invoiced each December | \$450 |
| ★ MyMunicode or online code | Selections on page 5 |

Electronic media options for Code of Ordinances (sent via download)¹⁴

- | | |
|---|--|
| <input type="checkbox"/> Folio Bound Views | \$295 initially then \$100 per update |
| <input type="checkbox"/> WORD (DOCX) | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of the code | \$150 initially then \$75 per update |
| <input type="checkbox"/> Adobe PDF of each supplement | \$75 per update |

Invoices for Supplements and Additional Services will be submitted upon shipment of project(s).

⁹ All prices quoted in this section may be increased annually in accordance with the Consumer Price Index – Bureau of Labor Statistics.

¹⁰ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

¹¹ We do not charge a per page rate for updating the internet; however, a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

¹² Includes printing of all copies.


¹³ Tabular matter is defined as tables, algebraic formula, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹⁴ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as PDF, Folio or Word, via one of the aforementioned mediums.



WEBSITE HOSTING QUOTATION SHEET (MunicodeNEXT)

Online features can be purchased on an a la carte basis, or through our budget-friendly, feature-rich MyMunicode bundle for the best value. Please visit our online library of 3,490 codes on MunicodeNEXT [here](#). You can sign up to participate in one of our webinars [here](#) or view a pre-recorded version of the webinar [here](#). Please check the appropriate box (es) to indicate your selection:

STANDARD WEB HOSTING – Current Services

- [Online Code = MunicodeNEXT](#),  invoiced annually each August \$550
Mobile friendly site. Full functionality and optimal screen resolution on all devices. In-line images & scrolling tables & charts. Narrow, Pinpoint & Advanced (including Boolean) Searching. Previous and Hit buttons, Persistent breadcrumb trail. Print or Save as formatted WORD (DOCX). Google Translate supports over 90 languages. Social Media/Email. Share links to sections via email, Facebook, Twitter, etc.
- [CodeBank](#) - Permanent online collection of previous versions of the code. annually \$150
- NOW Service (Per Ordinance fee and invoiced with each supplement) \$25

OPTIONAL SERVICES

- [OrdBank](#) annually (or per ordinance)  \$450
Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service applies to amendatory (included) ordinances only. (\$35)
- [OrdBank + OrdLink](#) annually (or per ordinance) \$550
Provides hyperlinks from newly adopted amendatory legislation to sections of the code to be amended. (\$60)
- [CodeBank Compare + eNotify](#)¹⁵ annually  \$250
Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- [MuniPRO](#) Service annually \$295
Search over 3,490 online codes/ordinances. Attach notes to codes and drafts of new legislation.
- [Custom Banner](#) one-time fee \$250
Customize MunicodeNEXT to match the look of your website.
- [MuniDocs](#)¹⁶ annually, upgraded self-loading capabilities – **no charge until July 1, 2019!** \$350¹⁷
Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

My Municode - Value Pricing!

- [MyMunicode](#) annually \$1,450¹⁸

Includes [MunicodeNEXT \(Online Code\)](#), [OrdBank](#), [CodeBank](#), [CodeBank Compare + eNotify](#), [MuniPRO](#), and [Custom Banner](#)

¹⁵ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹⁶ Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.

¹⁷ Includes up to 25 GB storage. Quote for additional storage available upon request.

¹⁸ Total value if each item were to be purchased a la carte would be approximately \$1,945 per year with participation in our OrdBank service.

COMPANY PROFILE

History, Mission, and Team

With over 67 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-seven years and partners with more than 4,500 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.



Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is located just south of Portland in Lake



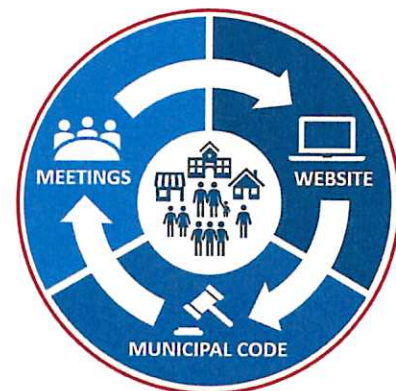
Oswego, Oregon. We also have individual team members working in several states across the country.

Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio



SCOPE OF SERVICES

Recodification & Republication Summary

During the recodification process, the attorney assigned to your project will organize and examine every Chapter, Article and Section of your Code in order to ensure that it is free from internal conflicts and inconsistencies and conforms to the laws of the State of Kansas. Your Municode attorney will be available to consult with you and your staff at any time during the recodification process. This personal dialogue ensures that your code will accurately reflect the intent of your ordinances and the unique needs of your community. The complete process is outlined below.

Ordinances. All legislation of a general and permanent nature, passed in final form by you as of the cutoff date established by you and your Municode attorney, will be included in the code. All material that we receive will be acknowledged via e-mail, in order to establish a record of included ordinances. Legislation not of a general and permanent nature will be omitted from the code unless otherwise instructed by you. Notations can be added in the code to reference legislation adopted by reference, if elected.

Attorney Analysis and Review of Material. Your Municode attorney, along with his/her team of legal editors, proofreaders and indexers will be assigned to this project. Our legal team will research the Code and all legislation submitted by you to ensure conformity with state statutes. The ordinances will also be compared to other ordinances in order to determine if there are any inconsistencies or conflicts within the legislation itself. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be included later at an agreed upon page rate. We will suggest a structure and organization for the code and provide a Table of Contents indicating the recommended structure.

Page Format Options. We will work with you to determine the desired formatting and style of the new code, and will review page composition format options, such as font type, font size, page layout, and graphics appearance and placement with you. We will help you choose a format that produces a professional document that is easily researched.

References. We will provide State Law References within the code. Editorial notes will be provided as appropriate. Internal references within the code will be hyperlinked in the online version.

Legal Memorandum. We will provide you with a user-friendly Legal Memorandum containing all of our analyses and recommendations. This memorandum will reflect our attorney's Legal Review and will provide you with recommended options intended to remove conflicts and inconsistencies; conform to State Law, when appropriate; and ensure compliance with your charter. This approach facilitates collaboration and dissemination among departments, thus making the process as easy for you as possible. Our goal is to make the recodification process simple and smooth for you.

Conference. Within 30 days of your receipt of the Legal Memorandum, we will conduct a conference, either in person or via telephone or webinar, to review the Legal Memorandum and our recommendations. All interested personnel may be included, but your attorney and clerk are essential. Issues discovered during the legal research will be discussed at the conference, with the goal of the conference being to come to agreement on any required changes. Your attorney has the final decision-making authority for resolution of issues brought up at the conference or noted in the Legal Memorandum.

Editing and Proofreading. Our team will edit the text of your code to reflect proper grammar and stylistic consistency. We will not reword any provision that changes the substantive intent of the code, unless you approve the revision. However, non-substantive revisions to improve readability are a part of the process. We will proofread your code. The text will be reviewed for sense and structure and to ensure the implementation of the decisions by your attorney and our attorney.

Index, Graphics and Tables. Our team will create a hierarchical, subject matter Index and all tables (contents, State Law Reference, prior code comparison and ordinance disposition) for your code as necessitated by the materials provided. We will insert the graphics you have provided into the printed and electronic versions of the code.

Post Conference Code Draft. After editing and proofreading, a post-conference Code Draft incorporating solutions captured in the Legal Memorandum and agreed upon at the legal conference will be delivered to you for final review prior to printing and shipping. We guarantee typographical correctness. Any errors attributable to our team will be corrected at no charge during the term of this agreement. After the code draft is provided additional material can be added to the project for an additional charge.

Adopting Ordinance. Our attorney will provide an adopting ordinance upon completion of the recodification.

Printing and Binding. We will print 40 copies of your new code on high quality acid-free paper, with an SFI (Sustainable Forest Initiative) certification. These copies will be housed in heavy duty, 3-post leatherette binders (with 4 color choices), name-stamped on the front and spine of each binder. Divider tabs for each major section of the code and index (if elected) will also be provided.

The time frame for completion of the recodification and republication project is within **12 to 15 months**, excepting any delays occasioned by the City.

Your participation in the Scope of Services for Recodification & Republication of the code is anticipated to be as follows:

- ★ Provide all ordinances and code material, preferably in WORD format;
- ★ Provide images, graphics and tabular matter, preferably in original format;
- ★ Be available to answer any questions from the Municode Attorney conducting the project;
- ★ Attend the conference to discuss the findings of the Legal Memorandum;
- ★ Work with the Municode Attorney to resolve the findings of the Legal Memorandum;
- ★ Work with Municode to determine the desired formatting and style of the new code;
- ★ Return the draft code to Municode with any revisions noted;
- ★ Adopt the newly recodified code.

Supplementation Services

Municode's full-service supplementation process has been designed for timeliness, efficiency, simplicity and most of all, for our customers' convenience. Supplements can be provided on the schedule of your choice. In addition to printed supplements, we can deliver the updates in Word, PDF and/or Folio formats.

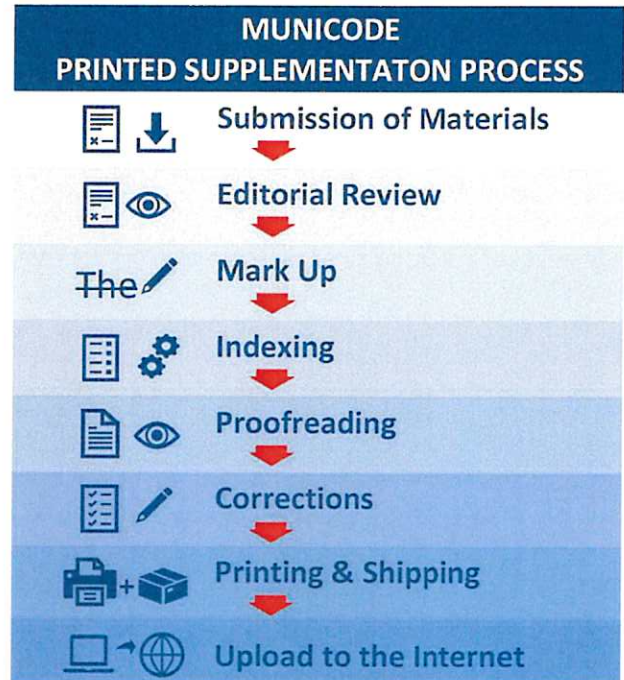
We pride ourselves on a turnaround time of **30 to 35 days for printed supplements** and can provide you with h "always up to date" **electronic update services within 10 to 15 days** at the same per page rate quoted for printed supplements. With printed supplementation, the online code is updated within **3 days** after shipping the supplement, and there is no additional fee for this service.

A recent analysis of our 2017 printed supplement Services indicated an editorial error rate of less than .1%, which is made possible by our attention to detail, ongoing communication with our clients, and strict quality control checks to ensure we continue to produce the best printed and electronic supplements available in our industry. Any errors attributable to Municode during the preparation, printing and maintenance of the code will be corrected at no cost. The printed supplement process is outlined below:

1. Receipt of new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date and ordinance number(s) and ensure that all necessary exhibits, tables and graphics are included. You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded for review and submission of a cost estimate for your approval. Once we receive authorization to commence with publication of a supplement, it is then assigned to your editorial team for codification. If our OrdBank service (advance legislation service) is selected, the legislation will be posted online within 48 hours in PDF format as "Adopted Legislation not yet Codified".
2. Editorial Review – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your code; where the ordinance should be placed; whether the ordinance conflicts with your existing code format; what material should be removed from your existing code; whether history notes will be added; what tables will be updated and whether the Table of

Contents in the front of the code and at the Chapter level should be amended. If any significant errors or numbering issues are noted, your editor will contact you for clarification. No substantive changes to your legislation will be made by our editorial team, however minor typographical errors will be corrected as part of the supplement process. Should the editorial, legal and/or proofreading team find discrepancies in your ordinances, we will communicate with you to ensure that the ordinances are correct and consistent with the existing code.

3. Indexing – Your supplement will now be sent to our indexing team, where all new legislation is indexed and cross-referenced in all appropriate locations.
4. Proofreading – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, code hierarchy and layout and to confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Your supplement is examined again line by line to ensure that the improvements made by the editorial team were thorough and accurate. During this process, the original ordinance is compared again with the newly added text to further ensure editorial accuracy.
5. Posting the supplement online (MunicodeNEXT) – After your supplement has been completed, your online code will be updated within 3 days and any electronic products requested will be provided. You will receive notification that the website has been updated via email. If our CodeBank Compare + eNotify service is selected, citizens will be notified each time the online code is updated. When your code is updated on MunicodeNEXT, all internal cross-reference links are updated. With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section.
6. Printing and Shipping – We will print, cut, 3 hole-punch, and ship your supplement to you quarterly unless otherwise instructed. You can change your supplement schedule at any time, and there is no additional charge for more frequent supplementation. *Instruction Sheet*: With each printed supplement, we will furnish a page of instructions for removal of the obsolete pages and insertion of the new pages; as well as a *Checklist* of up-to-date pages with each supplement.



Website Hosting Services (MunicodeNEXT)

Our code hosting platform, MunicodeNEXT, includes both Standard and Premium features, designed to provide a wide variety of additional capabilities for the research and navigation of your code, as well as for preserving its history. With our MunicodeNEXT advanced features, your staff and citizens need only click the link provided on your municipality’s website to access your full Code of Ordinances. They not only have access to your complete and current Code of Ordinances, but to all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated, and the ability to translate your code into over 100 languages via **Google Translate**, which is included at no additional charge. We encourage you to visit our online library of over 3,490 codes hosted on MunicodeNEXT: <https://library.municode.com/>.

Our web application is WCAG 2.0 Level AA compliant and will scale to the viewport of any modern smartphone or tablet running iOS, Android, or Windows Phone 7 or higher. Our tech stack includes HTML5 & CSS3, Javascript (AngularJS), and a restful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, and Chrome 18 or later. macOS®: Safari™ 5.0 or later, Firefox 3.6 or later, Chrome 18 or later.

We house our public facing website in a secure, SAS70, PCI compliant data center owned and operated by Flexential in Atlanta, Georgia). All systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for

full geographic redundancy. We actively monitor the status of our hosting facility. We utilize Veeam Backup & Recovery to take daily snapshots of all servers in both of our data centers. Snapshots are performed from 8 pm EST to 5 am EST, are replicated between sites and are routinely tested. Biometric authentication is required to enter the data center facility, and anyone entering the premises must be either active customers or authorized vendors with badge and PIN access. Each rack is locked with a combination lock to prevent unauthorized entry or access. The facility is monitored by camera 24/7 to further provide physical security.

We secure our systems using enterprise grade security products. We employ firewalls from Palo Alto networks to secure the perimeter and endpoint security from Carbon Black to provide anti-virus scanning and threat detection on all servers, desktops, laptops, virtual machines and mobile devices. Carbon Black actively scans all file access on all endpoints of our network and quarantines any suspected malware, immediately sending notification to our systems administration staff. We use Nimble and 3Par SANs for all our storage needs. Each SAN member is fully redundant – redundant power supplies, controllers, NICs, etc. The drives on each array are configured as either RAID 5, RAID 50, or RAID 60 arrays.

Our powerful search engine allows users enter simple or advanced searches and supports Boolean operators, stemming, wildcards, proximity searches, and a global synonym list. Users can easily search the code using keywords or phrases, and can print, download and/or email any portion of your code. Search terms can be applied to the entire code or narrowed to search only within specific chapters or sections. Our recent website upgrade allows users to sort results by relevance or book order! Our collapsible Table of Contents, continuous next-hit feature and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and citizens the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more.

MunicodeNEXT is designed with accessibility in mind. Our application is fully responsive, ensuring all features are available on appropriately sized desktop, tablet, and smartphone viewports. Designed to provide easy access and an intuitive interface, it is extremely well-suited for use on tablets and mobile devices running iOS or Android. Our application also conforms to Level AA of the Web Content Accessibility Guidelines 2.0.

MunicodeNEXT Premium Feature Summary

- ★ **OrdBank** will create one click access to every ordinance via linked history notes. Ordinances are permanently stored online in the OrdBank repository and filed in annual folders.
- ★ **CodeBank** will enable you to have instant access to past versions of your code after each supplementation.
- ★ **CodeBank Compare + eNotify** provides you with the ability to select a past version of your online code and compare it to any other version of the code each time the code is updated. The differences will be shown via Highlights (added materials) or Strikethrough (deleted material).
- ★ **eNotify** allows users to enroll to receive an email notification each time your online code is updated. A “modified,” “removed” or “added” badge is shown within the online table of contents to alert users of recently amended sections of your code.
- ★ **OrdLink** will create highlights within your online code to help users identify what ordinances have been recently adopted and what code sections have been amended.
- ★ **MuniPRO** allows you to search over 3,490 codes in the Municode library, save frequently used or complex searches, create notes to attach to any publication and draft new ordinances.
- ★ Our **MuniDocs** feature has recently been upgraded to allow clients to upload a wide variety of .rtf, .doc, .docx, and .pdf documents to browse and search alongside the code. Uploading is as simple as dragging and dropping the document from your computer into the upload dialog box on the improved administrator dashboard, where previously uploaded documents can also be managed. When uploaded, users can choose from a wide list of predefined document types, including minutes, agendas, resolutions and more. These documents are immediately converted to PDF and indexed for search, organized in nested folders – allowing the public to browse and search them immediately.

SIGNATURE PAGE

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the City of Leavenworth, Kansas.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that either party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: *Dale M. Barstow*

Title: Dale M. Barstow, Vice President of Sales

Date: December 13, 2018

Accepted by:

CITY OF LEAVENWORTH, KANSAS

By: _____

Title: _____

Date: _____

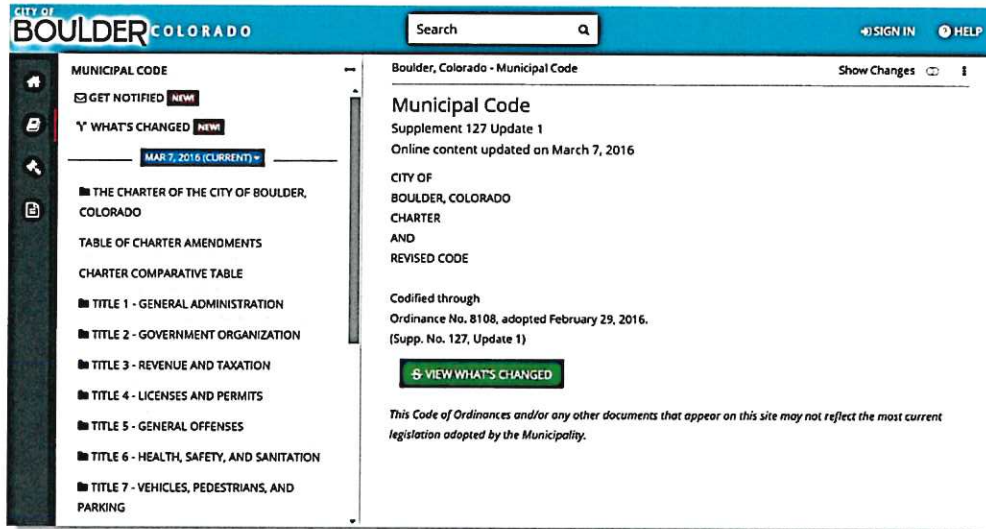


ATTACHMENT A

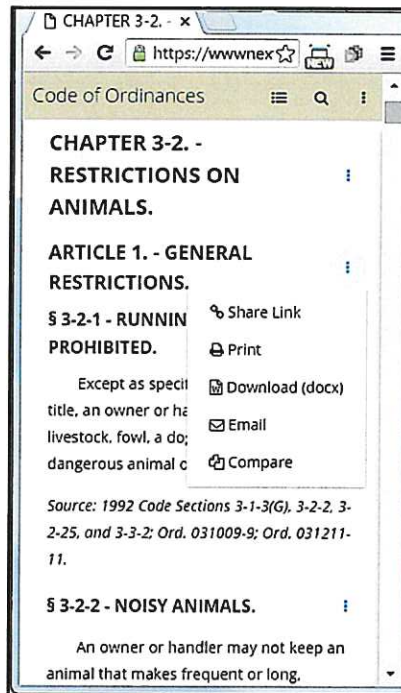
MunicodeNEXT Standard & Premium Features

STANDARD FEATURES OF MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.

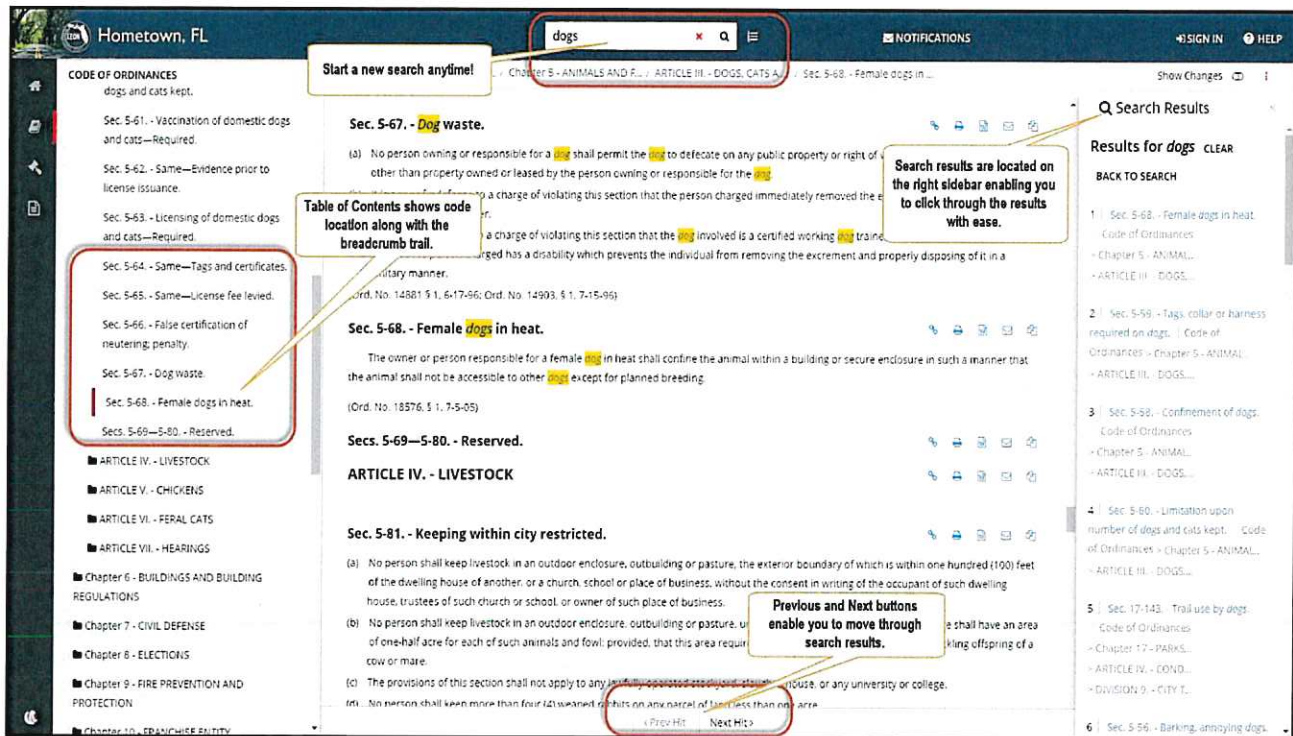


Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



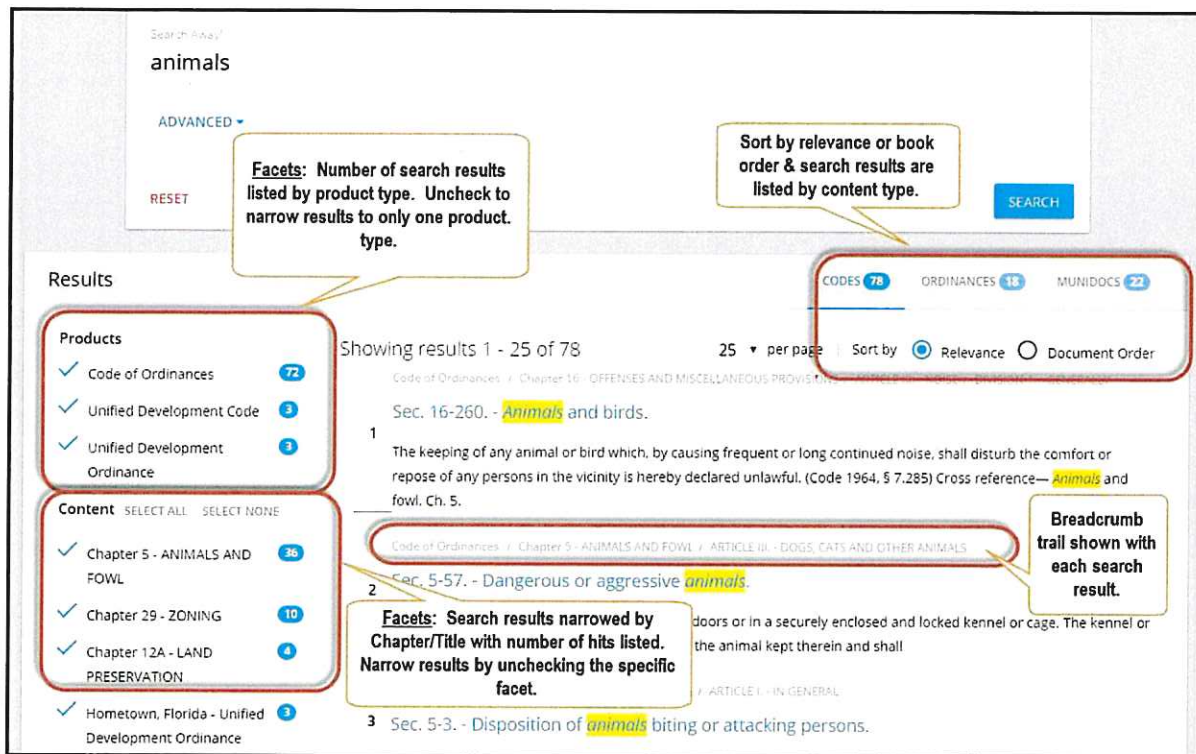
Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your Code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open source search platform that also powers sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking “back” to a search results page. The Code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



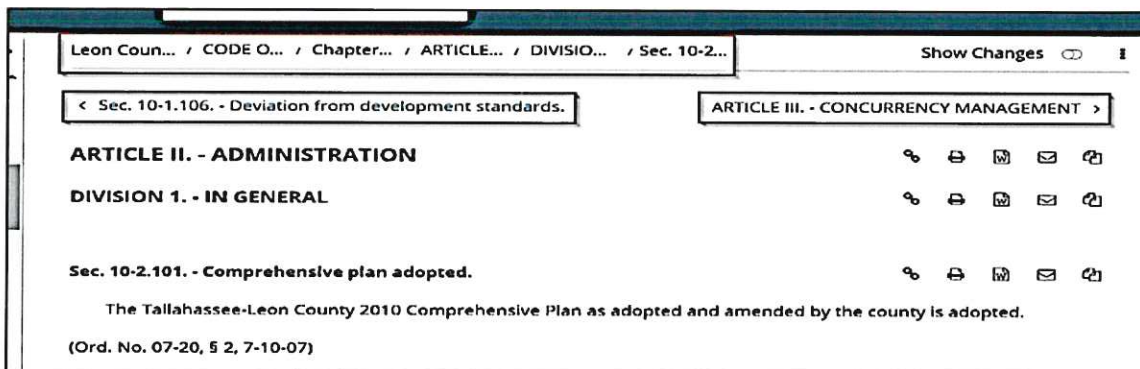
Municode Search Components:

- ★ **Advanced Searching** – You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- ★ **Multiple Publications** – If you have multiple publications (Code, zoning, etc.), they will all be searchable from one interface.
- ★ **Searchable ordinances** – With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- ★ **Searching all content types** – If you use our OrdBank or MuniDocs service, you can search any combination of the Code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- ★ **Narrow Searching** – Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- ★ **Stored Searching** – MunicodeNEXT allows all search result listings to be bookmarked under your browser’s bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser’s tabs.



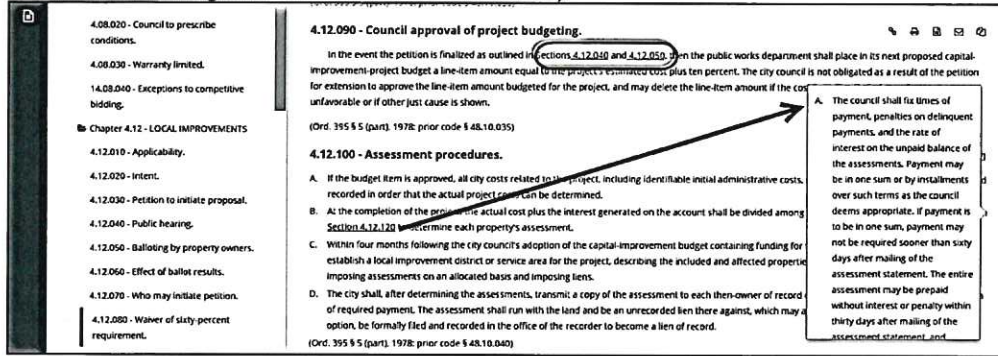
Search enhancements provided with our latest website upgrade include (see screenshot above):

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you’re viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- ★ **Internal Cross-Reference Linking** – Cross-references within your Code are linked to their respective destination Article, Chapter or Section.
- ★ **Collapsible TOC** – The table of contents collapses, providing additional real estate with which you may view your Code. Easily view your maps, graphs and charts by simply enlarging the item.
- ★ **Mouseover (cluetips)** – Navigate to your Code and any linked cross-reference will quickly display in the pop-up preview window.
- ★ **Google Translate** – includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

(Cross-reference linking and mouseover shown below)



Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted Codes in over 100+ languages.

Social Media Sharing – You and your users are able to share Code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any Code section and assist staff to create a link from your GIS system to relevant Code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements.

Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

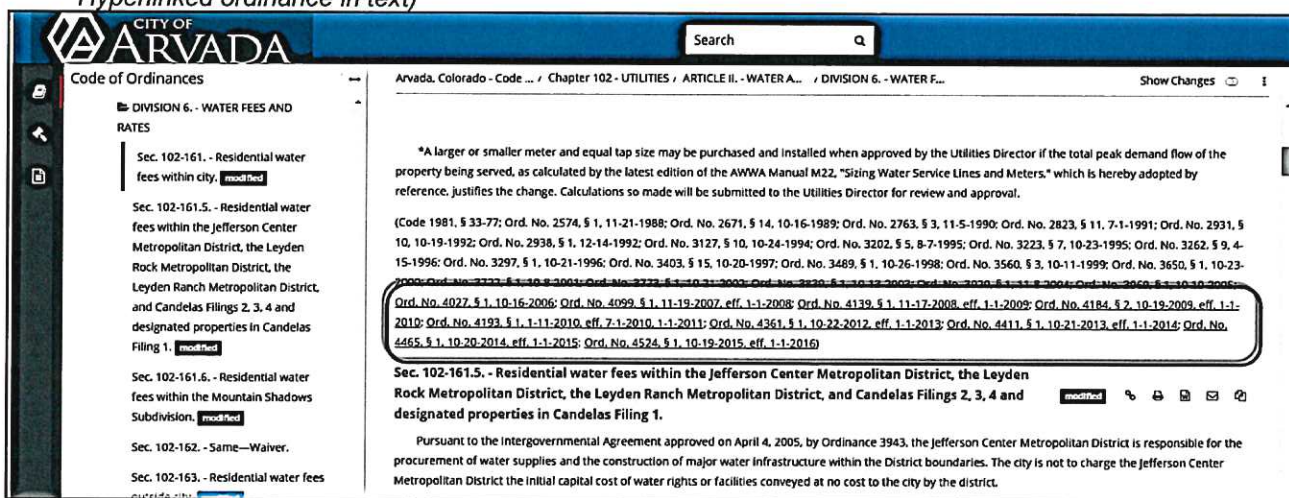
Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

PREMIUM FEATURES OF MunicodeNEXT

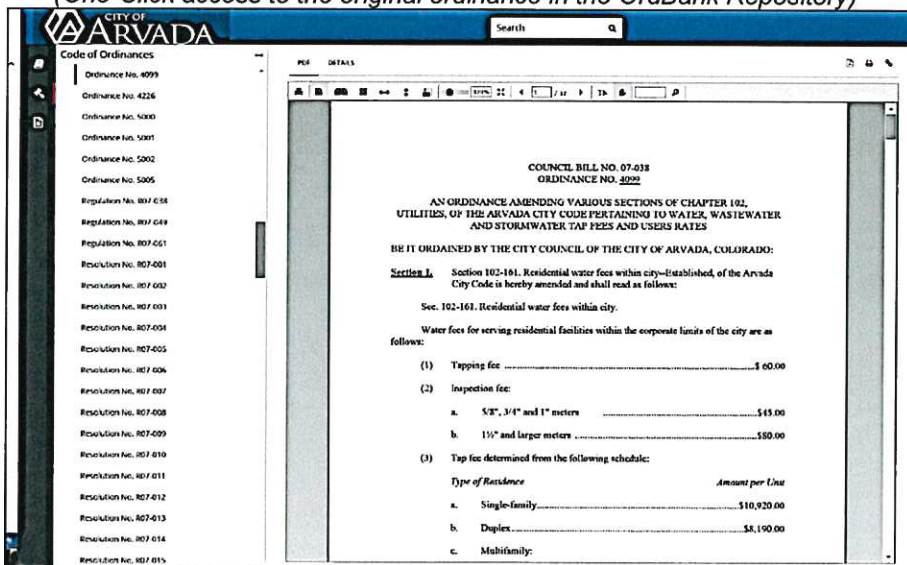
Custom Banner. We can customize the look and feel of your Code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

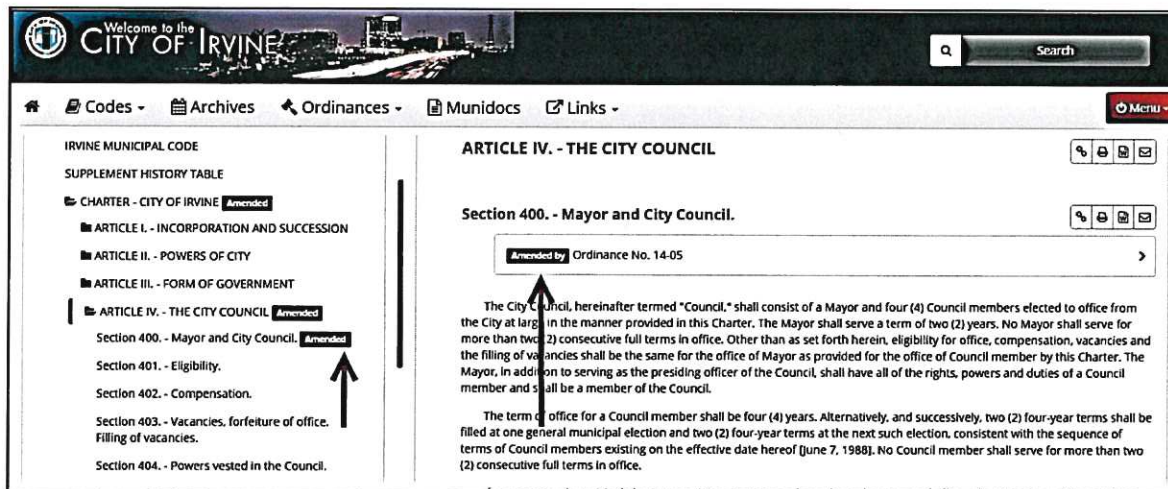
Hyperlinked ordinance in text)



(One-Click access to the original ordinance in the OrdBank Repository)

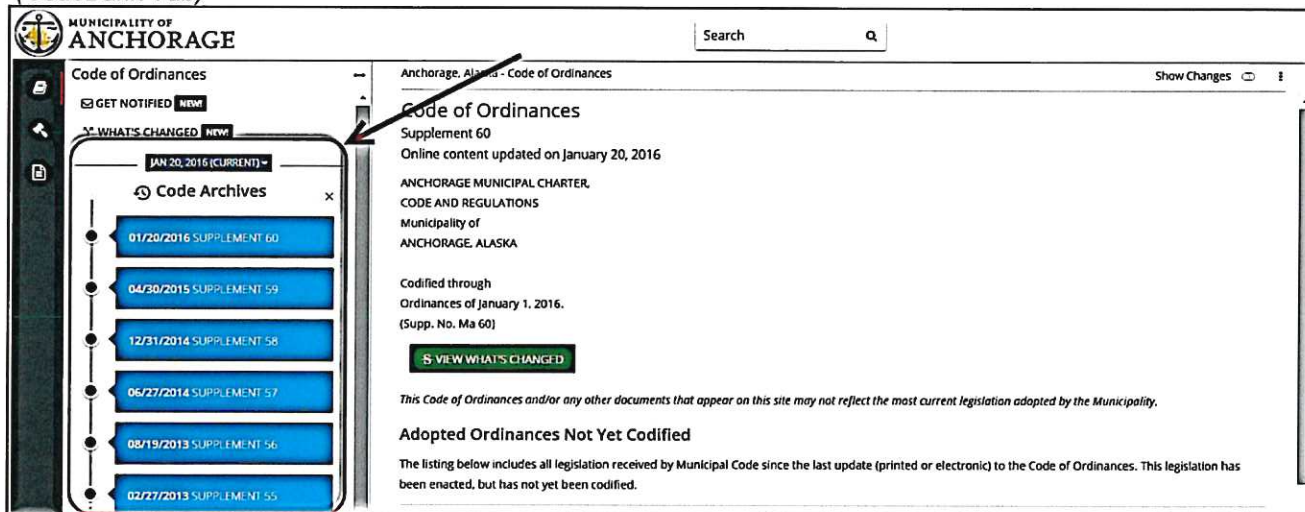


OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your Code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your Code. Empower your staff and citizens to access every previous version of your Code with one click.

(CodeBank Tab)



CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online Code and compare it to any other version of your online Code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the Code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your Code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online Code is updated. This will empower your staff and citizens to receive instant notifications every time your online Code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

Get Notified

Filling out this form will allow you to receive an email notification every time select publications are updated.

Note: If you no longer wish to receive these notifications once signed up, you can unsubscribe via a link in the notification email.

Email
Enter email

Profession
Select One

Codes

- Unified Development Code
- Unified Development Ordinance
- Code of Ordinances

Sign up to be notified for all publications or narrow notifications to only one product.

Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the Code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)

MUNICIPALITY OF ANCHORAGE

Code of Ordinances

Chapter 2.30 - RULES OF PROCEDURE FOR ASSEMBLY

2.30.010 - Organization election of chair and vice-chair.

2.30.020 - Expanding officer.

2.30.030 - Meetings.

2.30.040 - Appearance requests and audience participation.

2.30.050 - Introduction of ordinances; action on ordinances.

2.30.060 - Conduct of public hearing.

2.30.065 - Public hearings and action on proposed resolutions.

2.30.070 - Voting.

Search

ANCHORAGE, Alaska - Code of Ord... TITLE 2 - LEGISLATIVE BRANCH - Chapter 2.30 - RULES OF PROCEDURE

Show Changes

Executive sessions.

- The assembly may recess to meet in executive session to discuss the following subjects if the express nature of the subject is stated in the motion calling for the session:
 - Reviewing a specific legal matter, including pending litigation;
 - Labor negotiations with municipal employees;
 - Matters that the immediate immediacy, knowledge, disclosure of which would clearly affect the health, safety, or welfare of the citizens of the municipality; or
 - Matters which, when disclosed, tend to damage or impair the reputation and character of personality persons, provided the person may request a public discussion.
- Matters which by law, municipal charter, or ordinance are required to be confidential, or
- Matters involving consideration of governmental records that by law are not subject to public disclosure.

2. No official action may be taken in executive sessions except to give direction to an attorney or labor negotiator regarding a specific legal matter of pending labor negotiations. Although the public may be excluded, the session shall be electronically recorded. The tapes shall be available for public access according to the following procedure:

- if the session concerns pending litigation, the release date shall be when all causes of action have been resolved by final judgment or when further claims arise from the matter, or otherwise dictated.

CHANGED SECTIONS

ANCHORAGE MUNICIPAL CHARTER CODE AND REGULATIONS

SUPPLEMENT HISTORY TABLE

TITLE 2 - LEGISLATIVE BRANCH - Chapter 2.30 - RULES OF PROCEDURE - 2.30.030 - Meetings.

TITLE 2 - LEGISLATIVE BRANCH - Chapter 2.50 - INITIATIVES, REFERENDUMS - 2.50.090 - Effect of vote.

TITLE 3 - ADMINISTRATION / Chapter 3.20 - EXECUTIVE ORGANIZATION - 3.20.010 - Executive and administrative order.

(Show changes button and a custom banner are shown below)

Bonita Springs Florida

Code of Ordinances

GET NOTIFIED NEW

WHAT'S CHANGED NEW

JAN 29, 2016 (CURRENT)

BONITA SPRINGS CITY CODE

PREFACE

SUPPLEMENT HISTORY TABLE modified

CHARTER

ARTICLE I. - [IN GENERAL]

ARTICLE II. - [EFFECTIVE DATE]

Bonita Springs, Florida - Code of Ordinances

Show Changes

Code of Ordinances
Supplement 2
Online content updated on January 29, 2016

BONITA SPRINGS CITY CODE

Codified through
Ordinance No. 15-27, enacted December 2, 2015.
(Supp. No. 2)

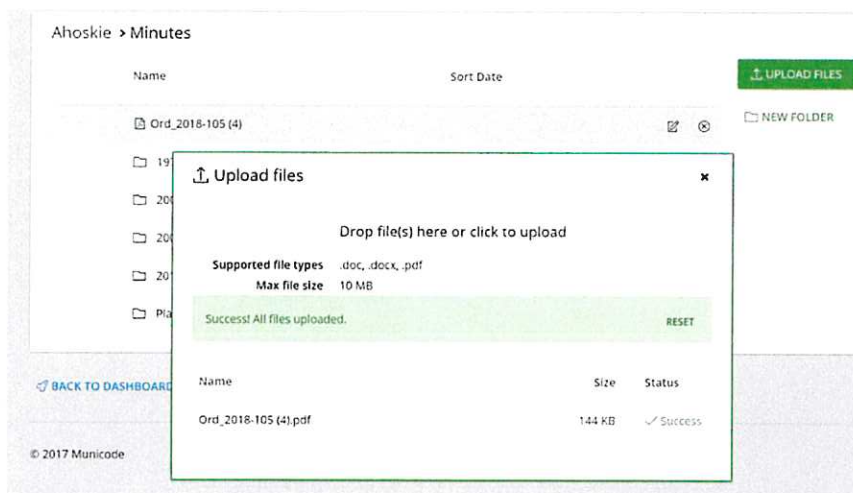
VIEW WHAT'S CHANGED

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality.

MuniDocs. MuniDocs Upload allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users login, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users are able to pick from a list of predefined document types

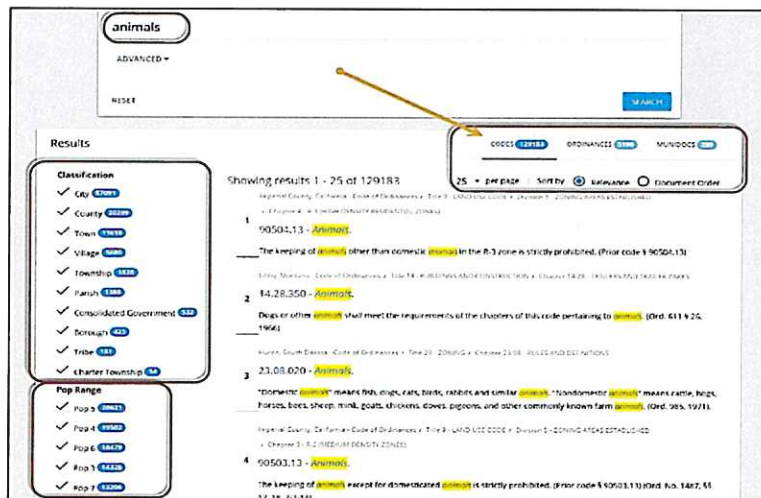
- Name
- Minutes
- Agendas
- Budgets
- Resolutions
- Applications
- Forms
- Policies
- Manuals
- Misc. Documents

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.



MuniPRO. MuniPRO Searching allows you to search the over 3,490 Codes we host (the entire country, a single state or individually selected Codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- ★ **Multiple Code Search.** Search all Codes within one state, multiple Codes within one state, or search all Codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- ★ **MuniPRO Saved Searches.** Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- ★ **MuniPRO Notes.** Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- ★ **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.




**POLICY REPORT
LEAVENWORTH CITY COMMISSION
FIRST CONSIDERATION ORDINANCE
2018-11-REZ
600 Shawnee & 621 Seneca**

JANUARY 22, 2019

SUBJECT:

A request to rezone the property located 600 Shawnee Street and 621 Seneca Street from CBD, Central Business District, and R1-6, High Density Single Family Residential District, to RMX, Residential Mixed Use District


Prepared By:
Julie Hurley
City Planner


Reviewed By:
Paul Kramer
City Manager

ANALYSIS:

The applicant is requesting a rezoning of their property located at 600 Shawnee and 621 Seneca from CBD to RMX. The property, owned by Exact Loft and Gym, LLC, is commonly known as former Immaculata High School building and adjacent vacant lot. The building was constructed in 1922 and was listed on the National Register of Historic Places as part of the Leavenworth Downtown Historic District in 2002. The Planning Commission reviewed this project at the October 1, 2018 Planning Commission meeting and requested that the applicant add parking on the vacant lot at 621 Seneca Street to alleviate parking concerns with other nearby uses. That parking has been added.

The structure is a two-story, symmetrically massed, red brick building on a sloping lot with the foundation level fully exposed on the southern elevation. The RMX zoning district is intended to provide for high-density, multi-family residential dwellings along with a mix of appropriate neighborhood-serving uses. Commercial uses may be included in some structures, but there is no requirement for each structure to have non-residential uses included.

This location is a part of the Redevelopment Overlay District, whose purpose is to facilitate the development of property in the downtown and northeast Leavenworth in accordance with the 2010 Downtown-North Leavenworth Redevelopment Master Plan. In particular, this location is identified as part of the Downtown Core. The intent of the subarea is to define Leavenworth's traditional and historic downtown core, with a diverse mix of retail, office and residential uses. The downtown core should embrace redevelopment activities that promote diverse uses and activities that complement the established scale and urban form of the historic downtown. New activities should promote preservation, renovation and adaptive reuse of historic structures.

The rezoning is being requested in order to repurpose the school building portion of the property into a total of 38 apartment units (37 1-bedroom units and 1 2-bedroom unit), with the gymnasium portion of the property to be used as commercial space for a gym/group fitness operation and juice bar, along with other dividable commercial space. The proposed uses are all allowable within the existing CBD zoning district, however,

residential uses are prohibited within the front half or front 30 feet of space, whichever is greater, on the first floor. The applicant intends to provide residential units on the entirety of the first floor of the former school portion of the building.

Total required parking for the project is 108 spaces based on the following breakdown:

1 2-bedroom unit: 2 spaces

37 1-bedroom units: 37 spaces

4,797 sqft commercial space: 16 spaces

12,886 sqft gym/recreation: 51 spaces

302 sqft food service: 2 spaces

There are a total of 47 spaces provided on-site, with an additional 35 on-street parking spaces adjacent to the project along Shawnee Street and North 6th Street, and 34 spaces in the adjacent city-owned public parking lot, for a total of 116 spaces. There are 6 other city-owned public parking lots within a 2-block radius, with numerous on-street parking opportunities. The Development Regulations allow several provisions for a reduction in the number of required on-site parking spaces, including for properties in mixed-use districts and registered historic properties. The CBD zoning district has no minimum parking requirement for any use type allowed within the district, as on-street parking opportunities and city-owned public parking lots are intended to satisfy any parking needs.

This project also requires review by the Leavenworth Preservation Commission (LPC), as the structure is listed on the National Register of Historic Places. The Leavenworth Preservation Commission considered the request on August 1, 2018 and voted 5-0 to approve the request for a Major Certificate of Appropriateness for the project.

The Development Review Committee reviewed the application at their July 26, 2018 meeting. The main area of discussion focused on required parking. There was some concern about use of the adjacent city-owned public parking lot, as the lot is typically heavily used by members of the First Christian Church on Sundays. There was no concern that the proposed uses would result in a higher volume of traffic than the former high school use located on the property.

CONDITIONS OF DETERMINATION

Whenever the Planning Commission or City Commission takes action on an application for amendment to these Development Regulations, and such proposed amendment is not a general revision of existing ordinances, but one which will affect specific property, the Planning Commission and City Commission shall consider the following factors:

- a) The character of the neighborhood;

The subject property is part of Downtown Leavenworth and the Redevelopment Overlay District, with a variety of uses and building forms. Historic structures such as this are common in the area.

- b) The zoning and use of properties nearby;

The properties to the east, south and west are zoned CBD, Central Business District, and the properties to the north are zoned R1-6, High Density Single Family Residential District.

- c) The suitability of the subject property for the uses to which it has been restricted;
The subject property is currently zoned CBD, which allows a variety of uses by-right.
- d) The extent to which removal of the restrictions will detrimentally affect nearby property;
The proposed rezoning should have little to no detrimental effect on nearby property. There is a mix of uses present in the Downtown area, including multi-family. Staff does not anticipate that the volume of traffic generated by the proposed uses will be significantly higher than previously generated by the high school use.
- e) The length of time the subject property has remained vacant as zoned;
The structure has been unoccupied since June, 2017.
- f) The relative gain to economic development, public health, safety and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;
The proposed rezoning will have a positive effect upon the economic vitality of Downtown Leavenworth in terms of bringing more residents to the area which will potentially increase the patronage of local businesses, as well as expanded commercial offerings offering an expanded tax base.
- g) The recommendations of permanent or professional staff;
Staff recommends approval of the rezoning request.
- h) The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city;
The subject area is identified as appropriate for commercial uses in the Comprehensive Plan. However, the majority of the Downtown area is identified as commercial on the Future Land Use Map, and there exists already a mix of residential uses in this area. Additionally, this area is part of the Downtown-North Leavenworth Redevelopment Area Master Plan, which promotes the area as appropriate for a mix of uses, including residential. Therefore, staff finds the proposed request is not in conflict with the Comprehensive Plan.
- i) Such other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.
This proposal makes possible the adaptive re-use of a previously vacant historically significant structure.

The Planning Commission considered this item at their January 7th, 2019 meeting and voted 5-0 to recommend approval. Several members of the First Christian Church spoke during the meeting and indicated their approval of the proposal.

REZONING ACTION/OPTIONS:

- Approve the rezoning request from CBD and R1-6 to RMX
- Deny the rezoning request from CBD and R1-6 to RMX
- Return the request to the Planning Commission for further discussion

Attachments:

Application materials
Location map
Minutes of January 7, 2019 Planning Commission meeting

(Summary Published in the Leavenworth Times on _____, 2019)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2016 DEVELOPMENT REGULATIONS OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 600 SHAWNEE STREET AND 621 SENECA STREET TO MULTIPLE FAMILY RESIDENTIAL DISTRICT (R-MF).

WHEREAS, under the 2016 Development Regulations of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to amend, supplement or change existing zoning regulations within said City; and

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 7th day of January 2019 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time set as was published in the Leavenworth Times newspaper on the 13th day of December 2018; and

WHEREAS, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request Rezoning of 600 Shawnee Street, Leavenworth Kansas from Central Business District (CBD) to Residential Mixed Use (RMX) and 621 Seneca Street, Leavenworth Kansas from High Density Single Family Residential District (R1-6) to Residential Mixed Use (RMX); and

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

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

Section 1: That the following described properties, to-wit:

Lots One (1) through twelve (12) in Block Seventy-six (76) in Leavenworth City Property, in Leavenworth County, Kansas; and more commonly known as **600 Shawnee Street, Leavenworth.**

Lots Number Twenty-two (22) through Twenty-five (25) and the West ten (10) feet of Lot Numbered Twenty-Six (26), all in Block Numbered Seventy-six (76), in Leavenworth City Proper, in Leavenworth County, Kansas; and more commonly known as **621 Seneca Street, Leavenworth.**

Section 2: That the “Zoning District Map” adopted under the 2016 Development Regulations of the City of Leavenworth, Kansas shall be and the same is hereby corrected to conform to the rezoning as set forth in Section 1 above.

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

PASSED and APPROVED by the Governing Body on the ____ day of _____, 2019.

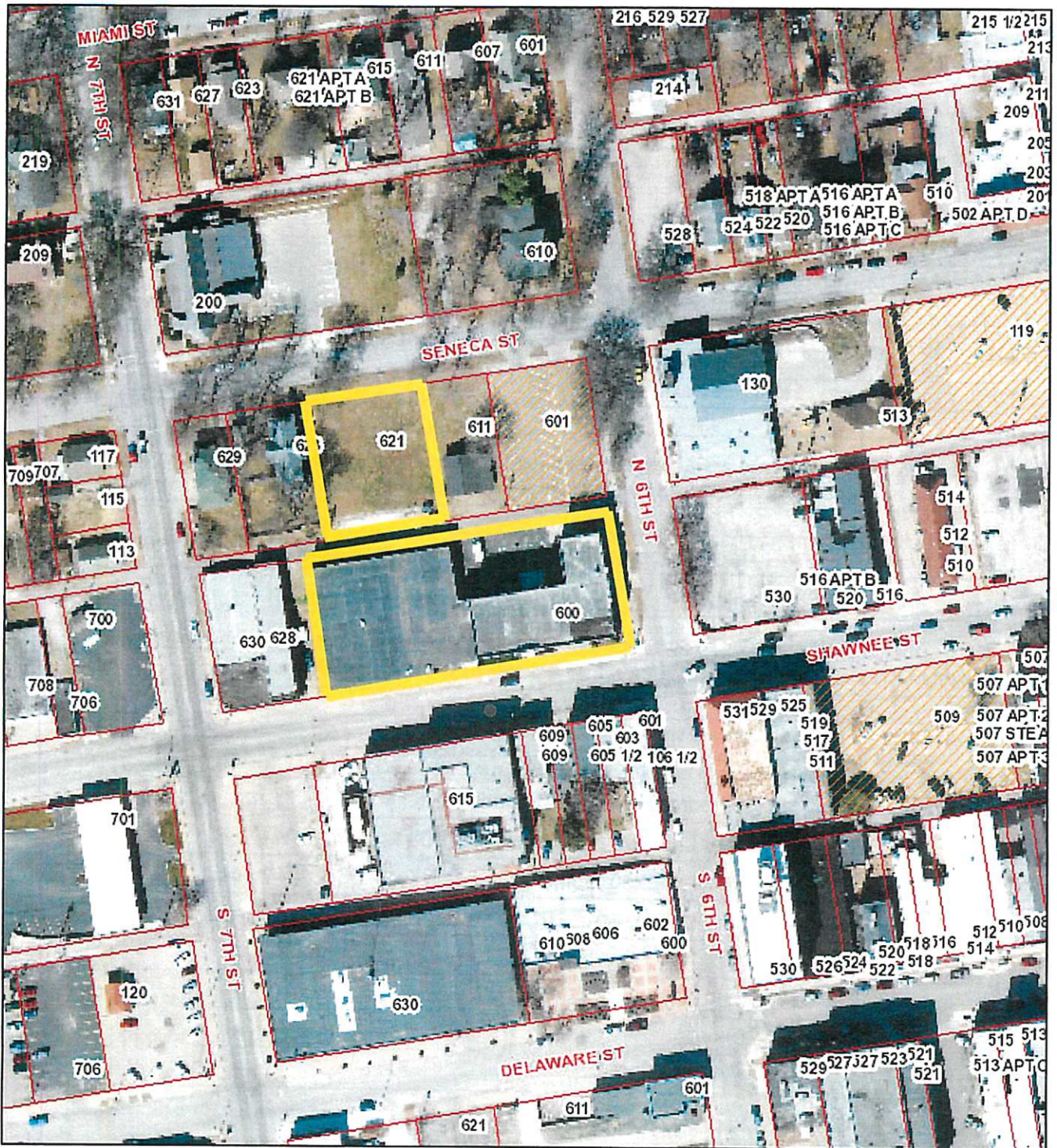
Jermaine Wilson, Mayor

{Seal}

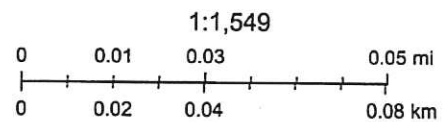
ATTEST:

Carla K. Williamson, CMC, City Clerk

2018-11REZ



9/27/2018, 8:36:33 AM



City of LV GIS, 2017, LV GIS Dept 09/23/2016, City of LV GIS, Dave Griffith, 2013

City of Leavenworth
2018



APPLICATION FOR REZONING
CITY OF LEAVENWORTH, KANSAS

OFFICE USE ONLY

Project No. 208-11 REZ

Application #	<u>4125</u>
Fee (non-refundable)	\$350.00
Filing Date	<u>6-12-18</u>
Received By	<u>B. Wilson</u>
Hearing Date	<u>8-6-18</u>
Publication Date	<u>7-12-18</u>

The undersigned owner(s)/agent for the owner(s) of the property described below, herein petition for a change in the zone of the following legally described property: (agent must have authorization to make application).

Subject Property:	<u>600 Shawnee Street and 621 Seneca Street</u>		
Rezoning:	Present classification of <u>CBD and R1-6</u> district to <u>R-MX</u>		
Legal Description:	(Attach full legal description provided by the REGISTER OF DEEDS OFFICE or a TITLE COMPANY)		
Real Estate PID #:	<u>0772503310003000 & 0772503310004000</u>	Historic District:	<u>Leavenworth Downtown Historic District</u>

I/We, ILAN SALZBERG, being duly sworn, depose and say that I am the owner/agent for the owner of the property involved in this petition and that the statements and answers herein contained and then information herewith submitted are in all respects true and correct to the best of my knowledge and belief.

Name(s) of Owner (print or type):	<u>Ilan Salzberg, Managing Member - Exact Loft and Gym, LLC</u>		
Address:	<u>3829 Main Street #007, Kansas City, MO 64111</u>		
Contact No. (<u>501</u>) <u>240-8636</u>	Email Address:	<u>office@exactarchitects.com</u>	

Signature of Owner(s): 

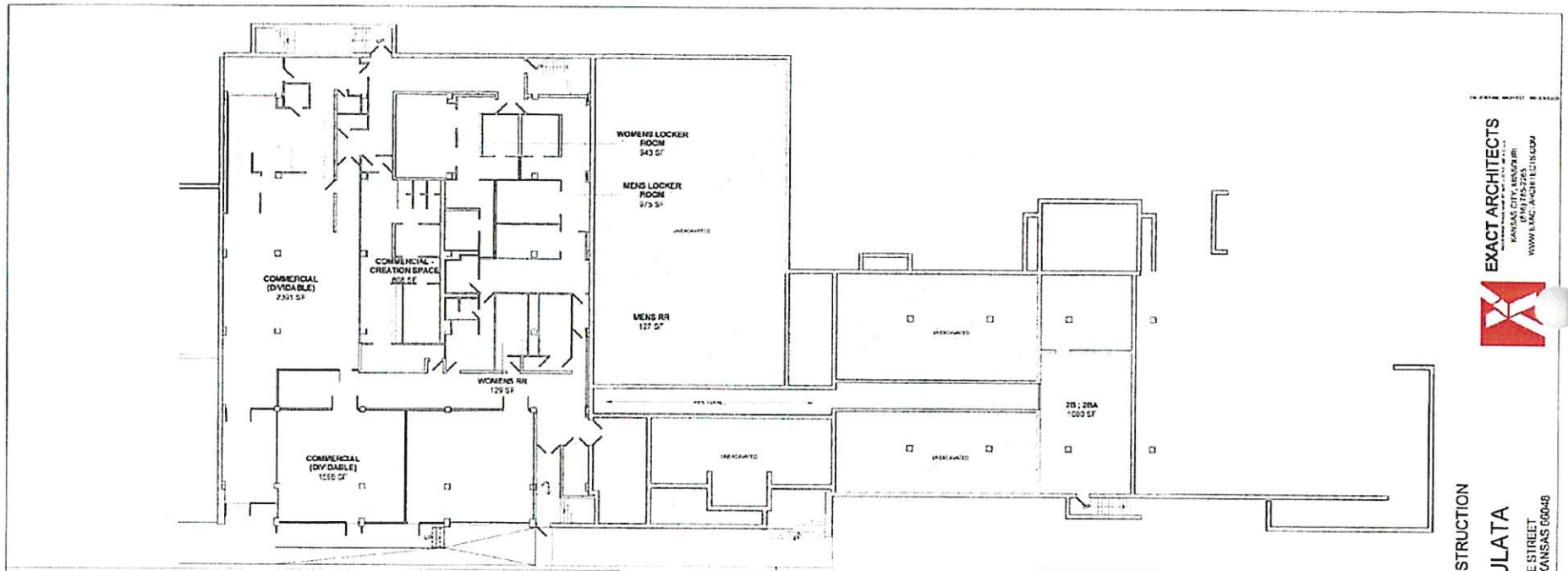
State of <u>MISSOURI</u>)	(SEAL)
County of <u>JACKSON</u>)	



Signed or attested before me on 6/19/2018 by Lauren Hickman Jensen
(date) (name(s) of person(s))

Notary Public: 18179887 LAUREN HICKMAN JENSEN My appointment expires: 3/21/2022

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



A1 - PUBLIC SPACE

Name	Area
00_GROUND FLOOR	3277 SF
COMMERCIAL (DIVISIBLE)	2301 SF
COMMERCIAL CREATION SPACE	436 SF
MENS LOCKER ROOM	473 SF
WOMENS LOCKER ROOM	443 SF
MENS RR	127 SF
WOMENS RR	129 SF
COMMERCIAL (DIVISIBLE)	1056 SF
JB 20A	1000 SF
STAIRS	301 SF
RECEPTION	302 SF
TOTAL	3277 SF

GENERAL NEW PLAN NOTES:

- THE DESIGN INTENT FOR NEW SITE WORK IS TO PROVIDE NEARLY SCRAPING, PARKING/LOT APPROXIMATE, AND MINOR IMPROVEMENTS TO EXISTING CONDITIONS WITH AFFLUENT CELESTIAL AND CITY REQUIREMENTS. PROVIDE APPROPRIATE DRAINAGE TO EXISTING DRAINAGE.
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- ALL EXISTING WALLS TO REMAIN UNLESS NOTED OTHERWISE. REFER TO ARCHITECTURAL AND MECHANICAL SCHEDULES FOR REMOVAL AND BATHS.

A1 - RESIDENTIAL UNITS

Name	Area	Count
00_GROUND FLOOR	3277 SF	1
JB 20A	1000 SF	1
STAIRS	301 SF	1
RECEPTION	302 SF	1
TOTAL	3277 SF	1

NEW PLAN LEGEND

- NOTE: DIMENSIONS ARE STANDARD UNITS
- EXISTING WALL TO REMAIN
 - NEW WALL TO BE CONSTRUCTED
 - EXISTING DOOR TO REMAIN
 - NEW DOOR TO BE INSTALLED



02/2018 11:23:25 AM
 © COPYRIGHT EXACT ARCHITECTS, LLC 2017

00_GROUND FLOOR
 3277 SF

EXACT ARCHITECTS
 KANSAS CITY, MISSOURI
 (816) 785-2285
 WWW.EXACTARCHITECTS.COM

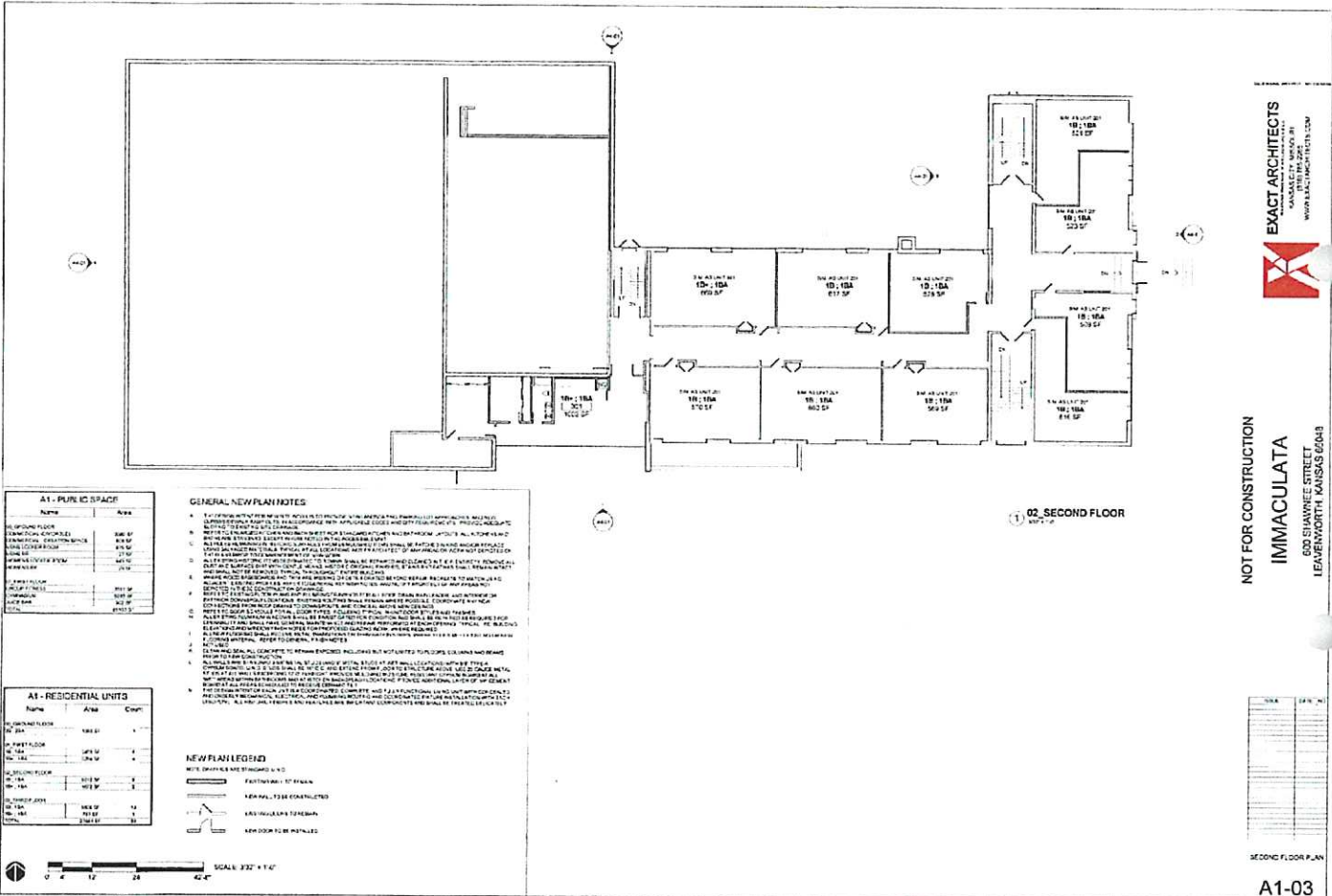
IMMACULATA
 600 SHANNON STREET
 LEAVENWORTH, KANSAS 66048

NOT FOR CONSTRUCTION

NO.	DATE	BY

GROUND FLOOR PLAN

A1-01



EXACT ARCHITECTS
 650 SHAWNEE STREET
 LEAVENWORTH, KANSAS 66043
 WWW.EXACTARCHITECTS.COM



NOT FOR CONSTRUCTION
IMMACULATA
 650 SHAWNEE STREET
 LEAVENWORTH, KANSAS 66043

NO.	DATE	BY

SECOND FLOOR PLAN

A1-03

A1 - PUBLIC SPACE

Name	Area
RECEPTION FLOOR	846 SF
STAIRWELL	816 SF
ELEVATOR	816 SF
LOBBY	27 SF
GENERAL OFFICE	846 SF
TOTAL	2811 SF

- GENERAL NEW PLAN NOTES**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL CODE (IMC) AND ALL APPLICABLE LOCAL ORDINANCES.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC) AND ALL APPLICABLE LOCAL ORDINANCES.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND ALL APPLICABLE LOCAL ORDINANCES.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND ALL APPLICABLE LOCAL ORDINANCES.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SMOKE AND ALARM CODE (ISAC) AND ALL APPLICABLE LOCAL ORDINANCES.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SAFETY CODE (ISC) AND ALL APPLICABLE LOCAL ORDINANCES.
 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.
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 15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CONSTRUCTION CODE (ICC) AND ALL APPLICABLE LOCAL ORDINANCES.

A1 - RESIDENTIAL UNITS

Name	Area	Count
101-102	1010 SF	2
103-104	1010 SF	2
105-106	1010 SF	2
107-108	1010 SF	2
109-110	1010 SF	2
111-112	1010 SF	2
113-114	1010 SF	2
115-116	1010 SF	2
117-118	1010 SF	2
119-120	1010 SF	2
121-122	1010 SF	2
123-124	1010 SF	2
125-126	1010 SF	2
127-128	1010 SF	2
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141-142	1010 SF	2
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145-146	1010 SF	2
147-148	1010 SF	2
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151-152	1010 SF	2
153-154	1010 SF	2
155-156	1010 SF	2
157-158	1010 SF	2
159-160	1010 SF	2
161-162	1010 SF	2
163-164	1010 SF	2
165-166	1010 SF	2
167-168	1010 SF	2
169-170	1010 SF	2
171-172	1010 SF	2
173-174	1010 SF	2
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177-178	1010 SF	2
179-180	1010 SF	2
181-182	1010 SF	2
183-184	1010 SF	2
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471-472	1010 SF	2
473-474	1010 SF	2
475-476	1010 SF	2
477-478	1010 SF	2
479-480	1010 SF	2
481-482	1010 SF	2
483-484	1010 SF	2
485-486	1010 SF	2
487-488	1010 SF	2
489-490	1010 SF	2
491-492	1010 SF	2
493-494	1010 SF	2
495-496	1010 SF	2
497-498	1010 SF	2
499-500	1010 SF	2

- NEW PLAN LEGEND**
- NOTE: DIMENSIONS ARE SHOWN IN FEET
- FASTENING 1/2" X 1/4"
 - MIN. 1/4" TO BE CONSIDERED
 - MIN. 1/4" TO BE CONSIDERED
 - MIN. 1/4" TO BE CONSIDERED



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CITY OF LEAVENWORTH PLANNING COMMISSION
COMMISSION CHAMBERS, CITY HALL
100 N 5th Street, Leavenworth, Kansas 66048
REGULAR SESSION
Monday, January 7, 2019
6:00 PM

CALL TO ORDER:

Commissioners Present

Mike Burke
John Karrasch
Claude Wiedower
Linda Bohnsack
Sherry Hines Whitson

Commissioners Absent

Jay Byrne
Camalla Leonhard

City Staff Present

Julie Hurley
Michelle Baragary

Chairman Byrne called the meeting to order at 6:00 p.m. and noted a quorum was present.

Approval of Minutes: December 3, 2018

Chairman Byrne asked for comments or a motion on the minutes presented for approval: December 3, 2018. Ms. Bohnsack moved to accept the minutes as presented, seconded by Mr. Wiedower. The minutes were approved by a vote of 5-0.

OLD BUSINESS:

1. 2018-11 REZ – 600 SHAWNEE STREET AND 621 SENECA STREET

Conduct a public hearing for Case No. 2018-11 REZ – 600 Shawnee Street and 621 Seneca Street. The property, owned by Exact Loft and Gym, LLC, is commonly known as former Immaculata High School building and adjacent vacant lot. The building was constructed in 1922 and was listed on the National Register of Historic Places as part of the Leavenworth Downtown historic District in 2002. The Planning Commission reviewed this project at the October 1, 2018 Planning Commission meeting and requested that the applicant add parking on the vacant lot at 621 Seneca Street to alleviate parking concerns with other nearby uses. That parking has been added.

Vice Chairman Burke called for the staff report.

City Planner Julie Hurley stated the applicant is requesting a rezoning of their property located at 600 Shawnee and 621 Seneca Street from CDB to RMX. The property, owned by Exact Loft and Gym, LLC, is commonly known as former Immaculata High School building and adjacent vacant lot. The building was constructed in 1922 and was listed on the National Register of Historic Places as part of the Leavenworth Downtown Historic District in 2002. The Planning commission reviewed this project at the October 1, 2018

Planning Commission meeting and requested that the applicant add parking on the vacant lot at 621 Seneca Street to alleviate parking concerns with other nearby uses. That parking has been added.

The structure is a two-story, symmetrically massed, red brick building on a sloping lot with the foundation level fully exposed on the southern elevation. The RMX zoning district is intended to provide for high-density, multi-family residential dwellings along with a mix of appropriate neighborhood-serving uses. Commercial uses may be included in some structures, but there is no requirement for each structure to have non-residential uses included.

This location is a part of the Redevelopment Overlay District, whose purpose is to facilitate the development of property in the downtown and northeast Leavenworth in accordance with the 2010 Downtown-North Leavenworth Redevelopment Master Plan. In particular, this location is identified as part of the Downtown Core. The intent of the subarea is to define Leavenworth's traditional and historic downtown core, with a diverse mix of retail, office and residential uses. The downtown core should embrace redevelopment activities that promote diverse uses and activities that complement the established scale and urban form of the historic downtown. New activities should promote preservation, renovation and adaptive reuse of historic structures.

The rezoning is being requested in order to repurpose the school building portion of the property into a total of 38 apartment units (37 1-bedroom units and 1 2-bedrooms units), with the gymnasium portion of the property to be used a commercial space for a gym/group fitness operation and juice bar, along with other dividable commercial space. The proposed uses are all allowable within the existing CBD zoning district, however, residential uses are prohibited within the front half or front 30 feet of space, whichever is greater, on the first floor. The applicant intends to provide residential units on the entirety of the first floor of the former school portion of the building.

Total required parking for the project is 108 spaces based on the following breakdown:

- 1 2-bedroom unit: 2 spaces
- 37 1-bedroom units: 37 spaces
- 4,797 sqft gym/recreation: 16 spaces
- 12,866 sqft gym/recreation: 51 spaces
- 302 sqft food service: 2 spaces

There are a total of 47 spaces provided on-site, with an additional 35 on-street parking spaces adjacent to the project along Shawnee Street and North 6th Street, and 34 spaces in the adjacent city-owned public parking lot, for a total of 116 spaces. There are 6 other city-owned public parking lots within a 2-block radius, with numerous on-street parking opportunities. The Development Regulations allow several provisions for a reduction in the number of required on-site parking spaces, including for properties in mixed-use districts and registered historic properties. The CBD zoning district has no minimum parking requirement for any use type allowed within the district, as on-street parking opportunities and city-owned public parking lots are intended to satisfy any parking needs.

This project also requires review by the Leavenworth Preservation Commission (LPC), as the structure is listed on the National Register of Historic Places. The Leavenworth Preservation Commission considered the request on August 1, 2018 and voted 5-0 to approve the request for a Major Certificate of Appropriateness for the project.

The Development Review Committee reviewed the application at their July 26, 2018 meeting. The main area of discussion focused on required parking. There was some concern about use of the adjacent city-owned public parking lot, as the lot is typically heavily used by members of the First Christian Church on Sundays. There was no concern that the proposed uses would result in a higher volume of traffic than the former high school use located on the property.

CONDITIONS OF DETERMINATION

Whenever the Planning Commission or City Commission takes action on an application for amendment to these Development Regulations, and such proposed amendment is not a general revision of existing ordinances, but one which will affect specific property, the Planning Commission and City Commission shall consider the following factors:

- a) The character of the neighborhood;

The subject property is part of Downtown Leavenworth and the Redevelopment Overlay District, with a variety of uses and building forms. Historic structures such as this are common in the area.

- b) The zoning and use of properties nearby;

The properties to the east, south and west are zoned CBD, Central Business District, and the properties to the north are zoned R1-6, High Density Single Family Residential District.

- c) The suitability of the subject property for the uses to which it has been restricted;

The subject property is currently zoned CBD, which allows a variety of uses by-right.

- d) The extent to which removal of the restrictions will detrimentally affect nearby property;

The proposed rezoning should have little to no detrimental effect on nearby property. There is a mix of uses present in the Downtown area, including multi-family. Staff does not anticipate that the volume of traffic generated by the proposed uses will be significantly higher than previously generated by the high school use.

- e) The length of time the subject property has remained vacant as zoned;

The structure has been unoccupied since June, 2017.

- f) The relative gain to economic development, public health, safety and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;

The proposed rezoning will have a positive effect upon the economic vitality of Downtown Leavenworth in terms of bringing more residents to the area which will potentially increase the patronage of local businesses, as well as expanded commercial offerings offering an expanded tax base.

- g) The recommendations of permanent or professional staff;

Staff recommends approval of the rezoning request.

- h) The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city;

The subject area is identified as appropriate for commercial uses in the Comprehensive Plan. However, the majority of the Downtown area is identified as commercial on the Future Land Use Map, and there exists already a mix of residential uses in this area. Additionally, this area is part of the Downtown-North Leavenworth Redevelopment Area Master Plan, which promotes the area as appropriate for a mix of uses, including residential. Therefore, staff finds the proposed request is not in conflict with the Comprehensive Plan.

- i) Such other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.

This proposal makes possible the adaptive re-use of a previously vacant historically significant structure.

REZONING ACTION/OPTIONS:

- Recommend approval of the rezoning request from CBD to RMX to the City Commission
- Recommend denial of the rezoning request from CBD to RMX to the City Commission
- Table the issue for additional information/consideration.

Vice Chairman Burke asked for questions from the commissioners.

Ms. Bohnsack asked about lighting in the parking lot at 621 Seneca.

Jon Klocke, representing the property owner and works for Exact Architects 3829 Main Street, Ste 007, Kansas City MO, stated the parking lot will have lighting and there will also be mounted lighting around the perimeter of the building and all the entrances.

Mr. Karrasch asked what the dimensions are in the new parking lot.

Mr. Klocke stated he believes there are four compact (7' x 6') and 30 regular stalls (8' x 16'), which are in compliance with city regulations.

Mr. Wiedower stated that what has been done to install a new parking lot is appreciated. He further stated he hopes tenants are assigned a designated parking spot and should not be parking in the church's parking lot. The church should also be a contact person in case tenants are parking in the church's lot. Mr. Wiedower asked if tenants will have their own designated parking spot.

Mr. Klocke responded typically how this has been handled in the past is that Greenamyre has been the property manager and will most likely be the property manager for this property as well.

Mr. Wiedower stated that will be good because the tenants will be advised of their designated parking spots and also be made aware to stay in your area and not to park in places the tenants should not be parking.

Ms. Hurley clarified that the adjacent lot on the corner of 6th Street and Seneca is a city owned lot and is not owned by the church. The lot on the opposite corner and to the north of Seneca is a church owned parking lot. Staff has not required the property owner to designated specific parking spot numbers for tenants. If at some point there are parking issues, it could be discussed with the property manager. Furthermore, the city cannot prohibit a particular use from using a city owned parking lot.

Mr. Wiedower stated that at previous meetings the church had a viable concern about people parking in their church area. Mr. Wiedower hopes this has been resolved with installing the new parking lot.

With no further questions from the commissioners, Vice Chairman Burke opened the public hearing.

Bob Euler, 3019 Grand Ave, approached the board. Mr. Euler stated he is a member of First Christian Church. He is much more comfortable with the new plan presented. He does not believe the designation of parking spots on the new lot will work because there are more tenants than there are parking stalls on the new parking lot.

Ms. Hurley stated there are a total of 34 parking stalls on the new parking lot and additional parking at the rear entrance of the building for a total of 47 parking stalls.

Mr. Euler stated he does recognize the parking lot at the corner of 6th Street and Seneca (west side of 6th Street) is a public parking lot. For years, Immaculata High School used the public parking lot Monday – Friday but it was available on Sundays. His concern was that the public lot would end up being a private lot for the tenants; but he feels comfortable now that there will be a parking lot installed at 621 Seneca. Furthermore, he is in favor of the rezoning request.

Jim Bliss, 1407 Lawrence Ave, approached the board stating he is also a member of First Christian Church. Mr. Bliss asked if selling the public parking lot has been a consideration.

Ms. Hurley stated it was discussed preliminarily with the applicant. The City Manager indicated the city would not be interested in selling the parking lot.

Mr. Bliss asked if at some point the city changed their minds, would the property go up for public bid.

Ms. Hurley responded in the affirmative and stated the city is aware the church would be interested in purchasing the parking lot.

Mr. Burke asked if that would be a Planning Commission issue.

Ms. Hurley said any sell of city property would be a consideration for the City Commission.

With no else wishing to speak, Vice Chairman Burke closed the public hearing and opened it for discussion among the commissioners.

Mr. Karrasch asked if the parking lot to the southwest of Shawnee and 7th Street is a public parking lot.

Ms. Hurley stated it is not. That parking lot belongs to Southwestern Bell. All public parking lots on the map are denoted with stripes. There are several public parking lots within a couple blocks of the subject property.

Ms. Bohnsack asked who owns 611 Seneca.

Ms. Hurley responded Paul Backs owns that property.

Ms. Bohnsack stated she is concerned with two large parking lots on either side of 611 Seneca in case the property owner every wanted to further develop that property.

Ms. Hurley responded that is not a house at 611 Seneca; it is an existing storage shed. In the future someone could potentially attempt to build a home there but it would be difficult with the existing setbacks. Staff does not anticipate that happening.

With no further discussion, Vice Chairman Burke called for a motion. Mr. Karrasch recommends approval of the rezoning request 2018-11 REZ from CBD to RMX to the City Commission, seconded by Ms. Whitson and approved by a vote of 5-0.

Vice Chairman Burke called for the next item on the agenda – Election of Officers. Vice Chairman Burke recommended tabling the issue until all officers are available to vote; approved by a vote of 5-0.

Vice Chairman Burke called for the next item on the agenda – Revision to Bylaws – Article 1 – Members, #2.

Ms. Hurley stated that appointments are for three-year terms. Staff noticed this was not listed in the bylaws and therefore has been added.

Vice Chairman Burke called for a motion. Mr. Karrasch moved to accept the bylaws as written, seconded by Ms. Whitson and passed by a vote of 5-0.

Ms. Hurley stated that at the last Planning Commission meeting discussion of the annual update to the Development Regulations took place. Staff is currently working on this and will bring the proposed updates to the next Planning Commission meeting for review.

With no further business Vice Chairman Burke called for a motion to adjourn. Mr. Wiedower moved to adjourn, seconded by Mr. Karrasch and passed by a vote of 5-0. The meeting adjourned at 6:27 p.m.

JH/mb