



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, MAY 14, 2024 6:00 P.M.

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

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PROCLAMATIONS:

1. Proclamations: (pg. 03)
 - a. Economic Development Week
 - b. National Police Week
 - c. Leavenworth Public Works Week
 - d. National Travel & Tourism Week
 - e. 150th Anniversary of the United States Disciplinary Barracks

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from April 23, 2024 Regular Meeting **Action:** Motion (pg. 08)

Second Consideration Ordinance:

3. Second Consideration Ordinance No. 8243 Rezoning 707 Pawnee Street from Office Business District to High Density Single Family Residential **Action:** Roll Call Vote (pg. 15)
4. Second Consideration Ordinance No. 8244 Special Use Permit for College or University Use at 4100 S 4th Street **Action:** Roll Call Vote (pg. 18)

NEW BUSINESS:

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

General Items:

5. Mayor's Appointments **Action:** Motion (pg. 21)
6. 2024 Edward Byrne Memorial Justice Assistance Grant Application **Action:** Motion (pg. 22)

Resolutions:

7. Resolution B-2370 Resolution of Support for Grant Application for Downtown ADA Sidewalk Ramp Improvements Project **Action:** Motion (pg. 25)

Bids, Contracts and Agreements:

8. Consider Award of Design Services Contract for 10th and Limit Safety Improvements Project **Action:** Motion (pg. 28)

Staff Report:

- Central Business District Special Event Street Closure Policy (pg. 47)
- Riverfront Community Center Indoor Pool Maintenance Overview (pg. 49)

Consent Agenda:

Claims for April 19, 2024 through May 9, 2024, in the amount of \$2,331,842.70; Net amount for Payroll #8 effective April 19, 2024 in the amount of \$413,810.27 (Includes Police & Fire Pension in the amount of \$7,491.38) and Payroll #9

effective May 3, 2024 in the amount of \$401,966.66 (No Police & Fire Pension).

Action: Motion

Other:

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *communities rely on economic development professionals to promote economic well-being and quality of life; for communities like the City of Leavenworth that means coordinating activities that create, retain and expand jobs in order to facilitate growth, enhance wealth, and provide a stable tax base; and*
- WHEREAS,** *economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and*
- WHEREAS,** *economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and*
- WHEREAS,** *economic developers attract and retain high-quality jobs, develop vibrant communities, and improved the quality of life in their regions; and*
- WHEREAS,** *economic developers work with the City of Leavenworth within Leavenworth County, Kansas.*

NOW, THEREFORE, *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim May 6-10, 2024 to be:*

Economic Development Week

and remind individuals of the importance of this community celebration which supports expanding business opportunities and making lives better.

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

Griff Martin, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *there are approximately 800,000 law enforcement officers serving in communities across the United States, including 55 sworn members of the City of Leavenworth Police Department; and*

WHEREAS, *the Congress of the United States of America has designated the calendar week each year during which May 15th occurs as “National Police Week” and May 15th of each year to be “Peace Officers’ Memorial Day”; and*

WHEREAS, *the names of those dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial, in Washington, D.C., there are more than 24,000 names of fallen heroes engraved on the memorial, of which 136 officers who were killed in 2023; and*

WHEREAS, *the members of the City of Leavenworth Police Department play an essential role in safeguarding the rights and freedoms of the City of Leavenworth, Kansas; and*

WHEREAS, *the citizens of Leavenworth and our leaders pledge to stand with the families of the fallen officers, the officers protecting our community, and the officers throughout the United States; and to honor their loss as they protect their communities; and*

WHEREAS, *all officers of the Leavenworth Police Department are encouraged to turn on their red and blue lights for 1 minute every day at 11:00 A. M. from May 12th through May 18th 2024.*

NOW, THEREFORE, *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim May 12-18, 2024 to be:*

National Police Week

and call upon all citizens to observe appropriate ceremonies commemorating law enforcement officers, past and present, for faithfully preserving the rights and security of everyone in our community.

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

Griff Martin, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *public works professionals focus on infrastructures, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Leavenworth; and,*

WHEREAS, *these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,*

WHEREAS, *it is in the public interest for the citizens, civic leaders, and children in Leavenworth to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,*

WHEREAS, *the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association,*

NOW, THEREFORE, *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim May 19-25, 2024 to be:*

Leavenworth Public Works Week

and I urge all citizens to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect our community's health, safety, and quality of life.

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

Griff Martin, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *travel to and within Kansas provides a significant economic benefit to the state with 36.4 million visitors to Kansas in 2022 with a direct spending of \$7.7 billion dollars; and*

WHEREAS, *when indirect and induced impacts are included, the total economic impact becomes \$12.5 billion for the State of Kansas in 2022; and*

WHEREAS, *state and local taxes alone tallied \$777 million in 2022. Each household in Kansas need to be taxed an additional \$660 to replace the visitor-generated taxes; and*

WHEREAS, *visitor activity supported a total of 88, 509 jobs in 2022, including 63, 685 direct jobs and 24, 824 jobs supported through indirect and induced impacts. This equates to 1-in-22 jobs in Kansas; and*

WHEREAS, *the City of Leavenworth realized approximately \$10.8 million from overnight visitor expenditures in 2023 per the Smith Travel Research Report, validating the unique significance of the National travel industry in the lives of the citizens of Leavenworth, Kansas.*

NOW, THEREFORE, *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim May 19-25, 2024 to be:*

National Travel & Tourism Week

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

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

Griff Martin, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *May 21, 2024 is the 150th anniversary of the founding of the United States Disciplinary Barracks (USDB), formerly named the United States Military Prison. A prison for the confinement and reformation of offenders against the rules, regulations, and laws for the government of the Army of the United States; and*

WHEREAS, *the USDB Leadership has provided for the education, training, rehabilitation, and welfare of the military offenders with the mission to restore to duty, enlist for future service, or return to civilian life as useful citizens; and*

WHEREAS, *some businesses in the City of Leavenworth partnered with the USDB to provide USDB Trustees an opportunity to participate in a work release program in the community while learning valuable job skills; and*

WHEREAS, *many of the USDB service members, civilians, and their families live, work, and play in the Leavenworth community; and*

WHEREAS, *the USDB's motto of "OUR MISSION-YOUR FUTURE" symbolizes the can-do attitude, spirit of team work, and the philosophy of the USDB. The professional multi-discipline USDB staff continue to maintain the worldwide reputation of the USDB being the "Center of Military Corrections Excellence."*

NOW, THEREFORE, *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim May 21, 2024 as a celebration of the Sesquicentennial Anniversary of the*

United States Disciplinary Barracks

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

Griff Martin, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



CALL TO ORDER - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Pro-Tem Holly Pittman, Commissioners Nancy Bauder, Edd Hingula and Jermaine Wilson. Absent: Mayor Griff Martin.

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Interim City Manager Patrick Kitchens, Community Development Coordinator Julie McKeel, Human Resources Director Lona Lanter, Parks & Recreation Deputy Director Brian Bailey, Planning & Community Development Director Julie Hurley, Public Information Officer Melissa Bower, Public Works Director Brian Faust, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

PROCLAMATIONS:

Arbor Day – Mayor Pro-Tem Pittman read the proclamation declaring April 26, 2024 to be Arbor Day. The proclamation was accepted by Parks & Recreation Deputy Director Brian Bailey.

Small Business Week – Mayor Pro-Tem Pittman read the proclamation declaring April 28 – May 4, 2024 as National Small Business Week. The proclamation was accepted by Leavenworth Main Street Executive Director Haley Shaw.

Historic Preservation Month – Mayor Pro-Tem Pittman read the proclamation declaring May 2024 to be Leavenworth Historic Preservation Month. The proclamation was accepted by Rik Jackson and Ed Otto of the Leavenworth Preservation Commission.

National Drinking Water Week – Mayor Pro-Tem Pittman read the proclamation declaring May 5-11, 2024 as National Drinking Water Week. The proclamation was accepted by Leavenworth Waterworks General Manager Joel Mahnken.

Provider Appreciation Day – Mayor Pro-Tem Pittman read the proclamation declaring May 10, 2024 to be Provider Appreciation Day. The proclamation was accepted by Pastor and Dr. Sharon Walker.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Wilson moved to accept the minutes from the April 9, 2024 regular meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

Second Consideration Ordinance:

Second Consideration Ordinance No. 8241 Rescinding Certain Special Use Permits – Interim City Manager Patrick Kitchens reviewed the Ordinance. There have been no changes since first introduced at the April 9, 2024 meeting.

Mayor Pro-Tem Pittman called the roll and the Ordinance No. 8241 was unanimously approved.

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

Sharon Whisler, 217 Pine Street:

- Dangerous intersection at 2nd and Pine Street
- Construction Company parks their vehicles on the street
- Requests a 4-Way Stop

General Items:

2024-2025 City Commission Goals – City Manager Paul Kramer presented for consideration and approval the 2024-2025 City Commission Goals. The City Commission met on Friday, March 22, 2024 for their annual goal setting session. The goals for 2024-2025 have been updated and finalized based on input from the Commission. The Goals document was presented for approval and the following updates were discussed:

Completed and/or Removed

- Exploring a partnership with Big Brothers Big Sisters or like organizations
- Replacing the Fire Department RMS
- Streamlining registration, reservation and payment processes (these are complete)
- Two finance goals to update various policies (all done in 2023/24)
- Removed a goal about a login portal for document access for Commissioners (deemed not to be a need anymore)
- Removed quarterly updates and moved the USD 453 and LCDC to semi-annual

Added or edited

- Moved from *implementing* to *tracking and reporting* on the progress of RideLV
- Added the pursuit of safety improvements for motorists and pedestrians to the “Roadways and Infrastructure” section
- Added the pursuit of grant funding for projects and operational elements at Sherman Army Airfield

Commissioner Bauder moved to approve the 2024-2025 City Commission Goals as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

Leavenworth Attainable Housing Update – City Manager Paul Kramer presented for consideration the readjustment of some of the budget allocation for Leavenworth Attainable Housing. At the January 24, 2023 City Commission meeting, the Commission approved \$600,000.00 in funding to Depaul USA through Leavenworth Attainable Housing for homeless transitional housing in the City. As Depaul USA and Leavenworth Attainable Housing have been working on the project, they have seen a few conditions change, related to land availability, housing stock, material cost, and opportunity. There is no request for additional funds or to fundamentally change the use of the Funds. Sister Vickie discussed their plans with the Commission. The discussion items included the following:

- Bought and rehabbed 3 houses
- Opportunity to purchase 6 homes for \$75,000

- Would rehab those homes
- Requesting the approval to alter the plan that would provide a bigger benefit for the community

Commissioner Bauder:

- Thinks it's a wonderful idea and would make a great impact in the neighborhoods

There was consensus by the Commission that the budget reallocation within the approved categories meets the original intent of the funding.

Consider Cereal Malt Beverage License for Little Bar at 1431 10th Avenue – City Clerk Sarah Bodensteiner presented for consideration approving the issuance of a 2024 Cereal Malt Beverage (CMB) License to Little Bar, located at 1431 10th Avenue. Due to the sale of the Little Bar to a new owner, a new Cereal Malt Beverage License is required to continue the locations operations. The new owner has submitted the application for an on premise consumption Cereal Malt Beverage License for the location in town. The Police Department has reviewed and approved the application.

Commissioner Bauder:

- Stated the presence of the Little Bar is a fixture in that neighborhood

Commissioner Hingula moved to approve the issuance of a 2024 on premise consumption Cereal Malt Beverage License for Little Bar, located at 1431 10th Avenue. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

2024-A General Obligation Bonds Issuance Proceedings – Finance Director Roberta Beier stated that the General Obligation Bonds sale was held at 10:00 a.m. on Tuesday, April 23, 2024.

The City's Financial Advisor, Greg Vahrenberg reviewed the Bond Process for selling of the Bonds:

- Authorizing Resolution (March 26, 2024 meeting)
- Official Statement (financial prospectus)
- Bond Rating from Moody's
- City received the Aa2 Rating, City has maintained this rating for several years
- Rating methodology and scorecard factors

General Obligation Bonds, Series 2024-A in the amount of \$5,000,000.00 the following bids were received with Robert W. Baird & Co., Inc. being the winning low bid:

- Robert W. Baird & Co., Inc. %3.313059
- FHN Financial Capital Markets %3.392783
- StoneX Financial Inc. %3.407789
- Hilltop Securities %3.417580
- The Baker Group %3.449956
- TD Securities %3.452767
- Stifel, Nicolaus & Co., Inc. %3.578309

*The winning bidder, Robert W. Baird & Co., Inc., offered a premium of \$247,471.10. The premium was used to offset the issuance costs of \$132,471.10. The remaining premium plus the bond issuance of \$4,885,000.00 equaled a total of \$5,000,000.00 to be deposited into the project fund

At 6:31 p.m., the commission made the following motions and approvals.

Commissioner Bauder moved to accept the proposal from Robert W. Baird & Co., Inc. for General Obligation Bonds, Series 2024-A as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

Second Consideration Ordinance 8242 General Obligation Bonds, Series 2024-A.

Mayor Pro-Tem Pittman called the roll and Ordinance 8242 was unanimously approved

Commissioner Bauder moved to adopt Resolution B-2367 Issuance of General Obligation Bonds, Series 2024-A. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

Resolutions:

Resolution B-2368 Community Development Block Grant Annual Action Plan – Community Development Coordinator Julie McKeel presented for consideration the 2024-2025 Annual Action Plan. Leavenworth is an entitlement city that receives CDBG Funds and must submit an annual action plan with HUD. The report is composed of needs assessments of the community's housing stock, homelessness issues, public facilities, infrastructure, and community development assets. The award figures at this time are projected, as Congress has not voted upon the funds and once that happens HUD will advise what the award amount will be and the true total award will be updated. The Community Development Advisory Board has voted for a pro-rata configuration once the true award total is given.

Commissioner Bauder:

- Asked if CDBG funds can be used to help build ramps at homes

Ms. McKeel:

- Those funds can be used for that

Mayor Pro-Tem Pittman:

- Asked when will you know what the dollar figure is

Ms. McKeel:

- It hasn't been approved by Congress yet, but hopefully soon

Commissioner Hingula:

- Asked if any citizens attended the public hearing meetings
- Asked when will we develop a new 5 year grant plan

Ms. McKeel:

- There were no citizens at the meetings
- At the end of the 2027 grant year we'll need a new plan

Commissioner Wilson moved to approve Resolution B-2368 adopting the 2024-2025 Annual Action Plan and submission of the plan to HUD. Commission Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

Resolution B-2369 Authorizing Serving of Complimentary Alcoholic Liquor for Main Street “Alive After Five” Events – City Clerk Sarah Bodensteiner presented for approval and adoption Resolution B-2369. The resolution allows unlicensed businesses to serve complimentary alcoholic liquor or cereal malt beverages to members of the general public during Leavenworth Main Street Program “Alive After Five” events in 2024.

Attorney David Waters:

- Touched on the maze of Kansas Liquor Laws and how the new Resolution would encompass any of the categories Main Street may fall under to continue to hold their Alive After Five events as they have added a call out for events that promote the arts

Scott O’Neil, Main Street Member:

- Noted that they were contacted by KS ABC regarding the language in the Resolution and that it needed to include promoting the arts

Commissioner Hingula moved to approve Resolution B-2369 as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

Bids, Contracts and Agreements:

Consider Approval of Executive Search Firm Services – Human Resources Director Lona Lanter presented for approval the use of an Executive Search Firm for the recruitment and selection of a City Manager. Staff prepared and distributed an RFP on March 29, 2024 with a submission deadline of April 17, 2024. A total of six proposals were received and reviewed. The proposals were reviewed and evaluated on criteria identified in the RFP. The top two proposals were identified and based on the scope of services being offered within the proposal, staff has selected SGR to enter into an Agreement for executive search firm services. The Agreement would further clarify and outline the objectives, scope of work, services provided, process timeline and payment terms. Staff recommends favorable consideration of entering into a contract with Strategic Government Resources (SGR) for Executive Search Firm services to fill the City Manager vacancy.

Commissioner Bauder:

- Likes that the firm has more experience in the Midwest region

Mayor Pro-Tem Pittman:

- Asked if SGR would meet with the Commission

Ms. Lanter:

- Yes, and that will be defined as part of the contract

Commissioner Bauder moved to enter into an Agreement for Executive Search Firm services with Strategic Government Resources (SGR), and authorize the Mayor to execute the Contract, in an amount not to

exceed \$28,900.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

Consider Award of Bid for Municipal Service Center Building Partial Remodel— Public Works Director Brian Faust presented for approval a contract for a partial remodel of the Municipal Service Center. The Municipal Service Center is in need of several repairs and additional secure office spaces. The upgrades include removing five old outdated block cubicles and replacing with seven cubicles, metal studs, insulated sheet-rocked offices with fire-rated doors, updated electrical, and updated media/computer cables and outlets. The construction includes finishing a large area of acoustical drop ceiling that was never completed in part of the office area. This will drastically cut down on wasted heat and air conditioning costs, along with noise pollution and odors coming from the garage area. The front entrance will continue to be welcoming to citizens, but at the same time keep the administrative assistants safe and secure. There will be four entrance doors coming into the office area that will be access controlled. The 2024 CIP includes funding in the amount of \$120,000 for the remodeling of the office area. The cost for the remodel, without the bathroom and floor) is \$119,202. The bathroom remodel and floor refinishing will be evaluated for a possible future project.

Commissioner Bauder moved to approve the bid from the remodel of the Municipal Service Center from BKM Construction, LLC, in an amount not to exceed \$119,202.00. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

First Consideration Ordinances:

First Consideration Ordinance to Rezone 707 Pawnee from OBD to R1-6 – Planning & Community Development Director Julie Hurley presented for first consideration an ordinance to rezone the property located at 707 Pawnee Street from Office Business District to High Density Single Family Residential District. The owner is requesting the rezoning in order to bring the property into conformance with development standards for a single-family home. The existing single-family home was previously damaged by fire and was repaired. The home as it exists is considered legal nonconforming, and no action is required by the City of Leavenworth in order for the property to continue to function as it is. The owner is intending to sell the property, and currently lending and insurance standards frequently require that a property be in conformance with applicable local development standards, which has led the owner to opt to apply for a rezoning to make the property conforming. No additions or new construction is planned at this time. The Planning Commission considered this item at their April 1, 2024 meeting and voted 5-0 to recommend approval of the rezoning. Ms. Hurley reviewed the Conditions of Determination that were referenced in the Policy Report.

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

First Consideration Ordinance for Special Use Permit for a College or University at 4100 S 4th Street – Planning & Community Development Director Julie Hurley presented for first consideration an ordinance to allow the operation of a College or University in the R1-9 zoning district. The subject property is occupied by the University of Saint Mary, which was established on the site in 1923. College or University uses are allowed in the R1-9 district with approval of a Special Use Permit. The University is currently intending to construct a new dormitory facility on the existing campus. The University is considered an existing

nonconforming use, as there is no existing Special Use Permit. Any new construction or expansion of existing facilities associated with the University requires the approval of a Special Use Permit. Approval of a Special Use Permit will bring the property into conformance with regards to land use and allow for future university-related construction on the property without the need for additional Special Use Permits. The Planning Commission considered this item at their April 1, 2024 meeting and voted 5-0 to recommend approval of the Special Use Permit. Ms. Hurley reviewed the Conditions of Determination that were referenced in the Policy Report.

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

Consent Agenda:

Commissioner Hingula moved to approve Claims for April 5, 2024 through April 18, 2024, in the amount of \$1,263,299.15; Net amount for Payroll #7 effective April 5, 2024, in the amount of \$393,466.23 (No Police & Fire Pension). Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 4-0.

Other:

City Manager Paul Kramer:

- Read a prepared statement thanking the Commission during his tenure at the City of Leavenworth

Commissioner Hingula:

- Thanked Mr. Kramer for all his work during his tenure

Commissioner Wilson:

- Learned a lot from Mr. Kramer and considers him a friend
- Thanked Mr. Kramer for all he's done for the community

Commissioner Bauder:

- Stated we're going to miss Mr. Kramer
- Noted the Library board members serve 4 years terms and the Mayor serves on the Library Board
- Lisa Weakley, Mike Griswold, and she have all served on the board
- As Mayor, she nominated both Republicans and Democrats to serve on the board; not all nominations were appointed
- Wants to see people on the board who are dedicated to the board
- Supports Ms. Kellogg and Ms. Davis to serve on the Library Board

Mayor Pro-Tem Pittman:

- It has been great working with Mr. Kramer and thanked him for his service

Adjournment:

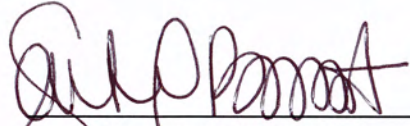
Commissioner Hingula moved to adjourn the meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 7:07 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8243
REZONING 707 PAWNEE STREET FROM OFFICE BUSINESS DISTRICT TO
HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT**

MAY 14, 2024



Sarah Bodensteiner, CMC
City Clerk



Patrick Kitchens
Interim City Manager

BACKGROUND:

At the April 23, 2024 City Commission regular meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 707 PAWNEE STREET FROM OFFICE BUSINESS DISTRICT (OBD) TO HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (R1-6).

There have been no changes to the ordinance since first introduced. Ordinance No. 8243 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8243

(Summary Published in the Leavenworth Times on May 18, 2024)

ORDINANCE NO. 8243

AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 707 PAWNEE STREET FROM OFFICE BUSINESS DISTRICT (OBD) TO HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (R1-6).

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

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Code of Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 1st day of April 2024 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 7th day of March 2024 and notice of the public hearing was mailed to all property owners as required by K.S.A. 12-757(b); and

WHEREAS, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request Rezoning of 707 Pawnee Street, Leavenworth Kansas from Office Business District (OBD) to High Density Single Family Residential District (R1-6); 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 property, to-wit, is hereby rezoned from Office Business District (OBD) to High Density Single Family Residential District (R1-6).

Lot 43, Block 102, DAY & MACAULAY'S SUBDIVISION in the City of Leavenworth, Leavenworth County, Kansas. And **more commonly referred to as 707 Pawnee Street**, Leavenworth, Kansas

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

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

PASSED and APPROVED by the Governing Body on the 14th day of May, 2024.

Griff Martin, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8244
ALLOWING A SPECIAL USE PERMIT FOR A COLLEGE OR UNIVERSITY
USE IN A MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT
LOCATED AT 4100 SOUTH 4TH STREET**

MAY 14, 2024



Sarah Bodensteiner, CMC
City Clerk



Patrick Kitchens
Interim City Manager

BACKGROUND:

At the April 23, 2024 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE ALLOWING A SPECIAL USE TO ALLOW A COLLEGE
OR UNIVERSITY USE IN A MEDIUM DENSITY SINGLE FAMILY
RESIDENTIAL ZONING DISTRICT LOCATED AT 4100 SOUTH 4TH
STREET IN THE CITY OF LEAVENWORTH, KANSAS.**

There have been no changes to the ordinance since first introduced. Ordinance No. 8244 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8244

(Summary Published in the Leavenworth Times on May 18, 2024)

ORDINANCE NO. 8244

AN ORDINANCE ALLOWING A SPECIAL USE TO ALLOW A COLLEGE OR UNIVERSITY USE IN A MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL ZONING DISTRICT LOCATED AT 4100 SOUTH 4TH STREET IN THE CITY OF LEAVENWORTH, KANSAS.

WHEREAS, under the 2016 Development Regulations of the City of Leavenworth, Kansas, as amended, the Governing Body of the City of Leavenworth, Kansas was given the power to locate special uses in each zoning district by ordinance; 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 1st day of April 2024 in the Commission Chambers, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time set out as was published in the Leavenworth Times newspaper; and mailed to all property owners within 200 feet of the said property on the 8th day of March 2024.

WHEREAS, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request for a College or University use in the Medium Density Single Family Residential Zoning District, located at 4100 South 4th Street, Leavenworth, Kansas.

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

Section 1. That a special use permit be issued for a College or University use in the Medium Density Single Family Residential Zoning District on the following described property:

Tract of land in the Southeast Quarter of Section 12, Township 9 South, Range 22 East of the 6th P.M., City of Leavenworth, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on February 13, 2024, more fully described as follows: Beginning at the Southwest corner of said Southeast Quarter; thence North 01 degrees 47'23" West for a distance of 2653.38 feet along the West line of said Southeast Quarter to the Northwest corner of said Southeast Quarter; thence North 87 degrees 28' 39" East for a distance of 1926.32 feet along the South line of ST. JOHN'S MEDICAL PLAZA SUBDIVISION, said line also along the established North line of said Southeast Quarter, to the Westerly right of way of U.S. Highway 7-73 as it exists today; thence South 16 degrees 50'19" East for a distance of 169.57 feet along said right of way; thence South 28 degrees 30'10" East for a distance of 40.00 feet along said right of way; thence South 48 degrees 50'22" East for a distance of 101.20 feet along said right of way; thence South 28 degrees 41'20" East for a distance of 956.39 feet along said right of way; thence along a curve to the right having a radius of 894.93 feet and an arc length of 425.29 feet along said right of way, being subtended by a chord bearing South 15 degrees 04'29" East and a chord distance of 421.30 feet; thence South 01 degrees 27'37" East for a distance of 313.30 feet along said right of way; thence South 37 degrees 13'39" West for a distance of 120.30 feet; thence South 01 degrees 38'52" East for a distance of 32.00 feet; thence South 38 degrees 11'31" East for a distance of 117.20 feet along said right of way; thence South 01 degrees 27'43" East for a distance of 571.50 feet along said right of way to the

South line of said Southeast Quarter; thence South 87 degrees 16' 36" West for a distance of 2580.77 feet along said South line to the point of beginning. Together with and subject to covenants, easements, and restrictions of record. Said property contains 146.92 acres, more or less, including road right of way. And more commonly referred to as 4100 S. 4th Street, Leavenworth, Kansas; And, All of Lot 4, ST. JOHN'S MEDICAL PLAZA, a subdivision of land in the City of Leavenworth, Leavenworth County, Kansas, according to the recorded plat thereof; And more commonly referred to as 3639 Hughes Rd., Leavenworth, Kansas.

Section 2. 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 by the Leavenworth City Commission on this 14th day of May, 2024.

Griff Martin, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

MAYOR'S APPOINTMENTS

MAY 14, 2024

Mayor Martin

"Move to

*Reappoint to the **Board of Zoning Appeals** Kathy Kem to a term ending May 1, 2027;*

*Appoint to the **Building Code Board of Appeals** Brent Motley to a term ending May 1, 2029;*

*Reappoint to the **Electrical Board of Appeals** Craig Schmidling to a term ending May 1, 2029;*

*Reappoint to the **Leavenworth Planning Commission** Kathy Kem, Don Homan, and Bill Waugh to terms ending May 1, 2027;*

*Reappoint to the **Leavenworth Preservation Commission** Richard Jackson to a term ending April 15, 2027;*

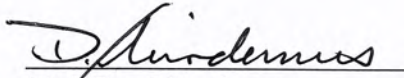
*Reappoint to the **Mechanical Board of Appeals** Carl Kreutzer to a term ending May 1, 2029;*

*Appoint to the **Plumbing Board of Appeals** Michael McCann to a term ending May 1, 2029.*

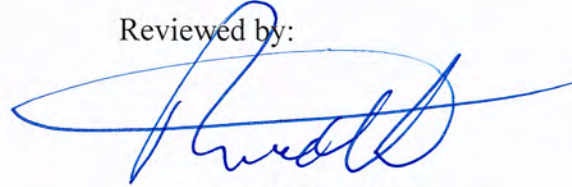
Requires a second and vote by the Governing Body.

Policy Report No. 4-2024
2024 BYRNE Discretionary Grant Program
May 14, 2024

Prepared by:


Maj. Dan Nicodemus
Interim Chief of Police

Reviewed by:


Patrick R. Kitchens
Interim City Manager

ISSUE:

The Police Department is requesting authority to apply for the 2024 Edward Byrne Discretionary Grant in the amount of \$350,000.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND

On April 23rd, 2024 the Police Department was notified that we were eligible to apply for the 2024 Byrne Discretionary Grants Program. The selection was based upon previous discussions with Congressional leadership regarding law enforcement needs. One area identified and selected for this program is the replacement of aging and problematic bomb unit equipment.

The Police Department operates a 3-person Bomb Squad that responds to and deals with a variety of hazardous devices in the City of Leavenworth and surrounding areas. The squad averages twelve calls per year involving issues such as pipe bombs, grenades, and unexploded military ordinance. Specialized equipment is required to perform these duties in a safe manner. Among other equipment, the Bomb Squad currently has a bomb robot and several bomb suits. The current bomb robot is twenty-one years old and the manufacturer no longer provides replacement parts or support. The funds from this grant will allow us to replace the current bomb robot with a new one. This will greatly increase its reliability and performance with new features and technology.

The Bomb Squad also has two bomb suits, which are necessary to protect members of the squad while working with hazardous devices. The suits have a shelf life of approximately 5 years. At least one suit will need to be replaced during this grant period. Remaining funds will be used to replace other outdated equipment.

BUDGET IMPACT

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

COMMISSION ACTION

Authorize the Police Department to apply for the 2024 Edward Byrne Discretionary Grant in the amount of \$350,000.

ATTACHMENTS

1. 2024 Byrne Grant project list.

Byrne Discretionary Grant Program
FY 2024 Project List

Sorted by State and Location	Intended Recipient	Location	State	Project	Amount	OJP Office
138	Winnebago County	Rockford	IL	Regional Police Training Center Technology Upgrades	847,000	BJA
139	McDermott Center	Rosemont	IL	First Responders Mental Health Initiative	910,000	BJA
140	City of Sparta	Sparta	IL	Sparta Policing Equipment and Technology Upgrades	86,000	BJA
141	Bloom Project, Inc.	Indianapolis	IN	Power of Tru Colors: Recidivism, Juvenile Delinquency, and Crime Prevention Program	250,000	OJJDP
142	Indianapolis Public Safety Foundation	Indianapolis	IN	Indianapolis Public Safety Foundation Indy Peace Fellowship Program	963,000	BJA
143	Marion County Prosecutor's Office	Indianapolis	IN	Marion County Prosecutor's Office Body Worn Camera Unit	214,000	BJA
144	Junction City Police Department	Junction City	KS	Body Worn Camera (BWC) Program	200,000	BJA
145	Kansas City Police Department	Kansas City	KS	Police and Youth Engagement Program	45,000	OJJDP
146	University of Kansas School of Law	Lawrence	KS	Veterans Legal Support Clinic	1,600,000	BJA
147	Leavenworth Police Department	Leavenworth	KS	Replacement Bomb Unit Equipment	350,000	BJA
148	Grayson County Sheriff's Office	Grayson County	KY	Grayson County Sheriff's Office Community Response & Safeguard Initiative	151,000	BJA
149	Unlawful Narcotics Investigations, Treatment and Education, Inc.	London	KY	Operation UNITE Substance Abuse Prevention and Treatment	2,000,000	BJA
150	Louisville Metropolitan Government	Louisville	KY	Louisville Group Violence Reduction Reentry Project	963,000	BJA
151	Murray State University	Murray	KY	Murray State University Police Department Security and Communications Upgrades	1,100,000	BJA
152	East Baton Rouge Sheriff's Office	East Baton Rouge Parish	LA	Capital Region Fentanyl & Violent Crime Surge Task Force	3,000,000	BJA
153	Louisiana District Attorneys Association	Baton Rouge	LA	Louisiana District Attorney's Retention and Assistance Fund	963,000	BJA

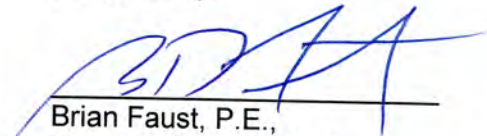
POLICY REPORT PWD NO. 24-26

CONSIDER A RESOLUTION OF SUPPORT FOR TRANSPORTATION ALTERNATIVES (TA)
GRANT APPLICATION – DOWNTOWN ADA SIDEWALK RAMP IMPROVEMENTS

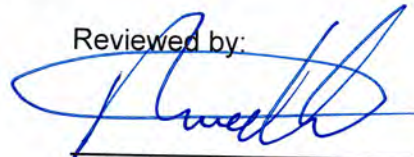
CITY PROJECT NO. 2023-025

May 14, 2024

Prepared by:


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

Reviewed by:


Patrick Kitchens,
Interim City Manager

ISSUE:

Consider approval of a Resolution of Support needed for the Transportation Alternatives (TA) grant application for the Downtown ADA Sidewalk Ramp Improvements Project.

BACKGROUND:

In 2023, the City hired Wilson & Co. to design ADA compliant ramps in our downtown. During the design process, City was notified that KDOT was accepting 'concept papers' for possible 2024 TA projects. The City submitted a concept paper and on March 29, 2024, we were notified that the concept is eligible for federal funds for the TA Program.

A completed application is due on May 17, 2024 and a Resolution of Support is needed for the on-line application.

BUDGET IMPACT:

The TA Program is an 80/20 matching program that helps pay for construction and construction engineering. ROW acquisition and utility relocation are not covered by the grant. The project is also eligible to receive the 20% match available from the Highway Safety Improvement Program (HSIP).

Total estimated construction and construction engineering project cost is \$590,000. An additional \$1,200 is estimated for utility relocation. If the 80% grant is awarded for construction, the approximate cost to the City is \$119,200. If we do receive the 20% match from the HSIP, the City's cost would only be for the utility relocation. Funding is available in the Grant Matching Capital Projects Fund.

RECOMMENDATION:

Staff recommends that the City Commission approve the Resolution B-2370 for the Downtown ADA Sidewalk Ramp Improvement Project.

ATTACHMENT:

Resolution

RESOLUTION B-2370

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF LEAVENWORTH TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR THE DOWNTOWN ADA SIDEWALK RAMP IMPROVEMENT PROJECT IN THE CITY OF LEAVENWORTH AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN THIS APPLICATION.

WHEREAS, the City of Leavenworth, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal-aid to public agencies; and

WHEREAS, the City of Leavenworth, Kansas, is submitting an application to the Kansas Department of Transportation for Transportation Alternatives (TA) Program funds in the amount of \$591,200 as outlined in KDOT's Transportation Alternatives Program Guidance & Application Packet for Federal Fiscal Year 2025-26; and

WHEREAS, the City of Leavenworth, Kansas, is participating as an eligible Project Sponsor in the Kansas Department of Transportation's TA Program; and

WHEREAS, Federal monies are available under a Transportation Alternatives Program, administered by the State of Kansas, Department of Transportation, for the purpose of creating and promoting the planning and development of active transportation facilities and programs in Kansas; and

WHEREAS, the City of Leavenworth, Kansas, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

WHEREAS, after appropriate public input and due consideration, the Governing Body of City of Leavenworth, Kansas, has recommended that an application be submitted to the State of Kansas for the Downtown ADA Sidewalk Ramp Improvement Project.

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

SECTION 1. That the City of Leavenworth, Kansas, does hereby authorize the Interim City Manager to submit an application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of the City of Leavenworth, Kansas.

SECTION 2. That the City of Leavenworth, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for all non-reimbursable expenses, e.g. ROW, utilities, etc. for the Downtown ADA Sidewalk Ramp Improvement Project is available, as the Transportation Alternatives Program is a reimbursement program.

SECTION 3. That the City of Leavenworth, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the Downtown ADA Sidewalk Ramp Improvement Project will be available for the life of the project.

SECTION 4. That the City of Leavenworth, Kansas, hereby assures the Kansas Department of Transportation that the City of Leavenworth, Kansas, will have title or permanent easement to the Downtown ADA Sidewalk Ramp Improvement Project by the time of project letting, if necessary.

SECTION 5. That the Interim City Manager of City of Leavenworth, Kansas, is authorized to sign the application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of City of Leavenworth, Kansas. The Interim City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Leavenworth in this and subsequent related activities.

SECTION 6. That the City of Leavenworth, Kansas, hereby assures the Kansas Department of Transportation that the City of Leavenworth, Kansas, is willing and able to, if the Downtown ADA Sidewalk Ramp Improvement Project is selected for funding, administer all activities involved with the Downtown ADA Sidewalk Ramp Improvement Project.

ADOPTED AND PASSED by the Governing Body of the City of Leavenworth, Kansas this 14th Day of May, 2024.

Griff Martin, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

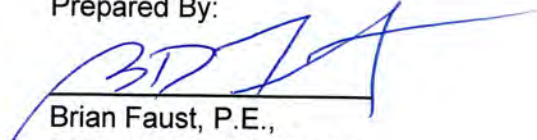
POLICY REPORT PWD NO. 24-24

CONSIDER AWARD OF A DESIGN SERVICES CONTRACT WITH MERGE MIDWEST
ENGINEERING FOR FEDERAL-AID SAFETY PROGRAM IMPROVEMENTS
AT THE INTERSECTION OF 10TH AND LIMIT

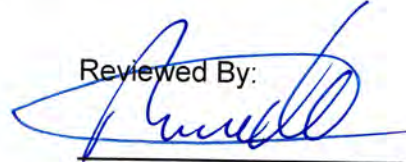
City Project No: 2022-980
KDOT Project No.: N-0752-01

May 14, 2024

Prepared By:


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

Reviewed By:


Patrick Kitchens,
Interim City Manager

ISSUE:

Consider award of a contract with Merge Midwest Engineering for the design of improvements at the intersection of 10th and Limit. The project is funded in Federal Fiscal Years 2025 and 2026.

BACKGROUND:

In December of 2021, the City was notified of a grant opportunity for intersection improvements that would improve the safety at high-crash locations. The Police Department identified the intersection of 10th and Limit as one of the City's high crash locations. The City worked with Merge Midwest Engineering to evaluate options for safety improvements at this location.

Based on our submittal, the City received an offer letter from KDOT stating that we are eligible for up to \$1,000,000 in funding to help cover the costs of these improvements. This is a 90/10 grant that covers the construction and the construction engineering associated with the project.

The City will need to pay 10% of the construction/construction engineering costs and 100% for the design, right-of-way acquisition (if needed), utility relocations (if needed) as well as any construction costs that exceed the \$1M.

In addition to the crash history at this location, the City's Traffic Signal Assessment Report identified this intersection as having signals that had reached their anticipated life. The report recommended that the signals be replaced in 2025 or 2026. The timing for the project works perfectly with this recommendation and will have 90% of the cost covered by the grant.

POLICY:

The City generally uses the Qualifications Base Selections process to select engineers for project design. The City posted a Request for Qualifications for design consultants as well as emailed the request to six (6) firms. The City received two (2) proposals.

- Merge Midwest Engineering with JEO Consulting Group
- Affinis Corporation

City staff reviewed and scored the two (2) submittals. A number of factors were used in the scoring, including the qualifications of the project manager, firm's knowledge and experience with KDOT processes and the firm's approach to the project.

Based on the final ranking, Merge Midwest was identified as the top firm.

City staff worked with Merge Midwest to negotiate a detailed project scope of services along with an engineering fee for the work.

BUDGET IMPACT:

The engineering design work is a non-participating cost for the Federal-Safety Program. As such, the City will be responsible for the entire cost of the design. The design fee is a not to exceed amount of \$150,343.62. The current estimated total project cost is around \$1.52M. Funding is available in the Grant Matching Capital Projects Fund.

RECOMMENDATION:

Staff recommends that the City Commission authorize the mayor to sign a Design Services Contract with Merge Midwest Engineering for the safety improvements to the intersection of 10th and Limit in the amount of \$150,343.62.

ATTACHMENTS:

Design Contract

Conceptual layout of the improvements

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

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Leavenworth, Kansas (Owner) and Merge Midwest Engineering, LLC (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on City Project 2022-980 (KDOT N-0752-01), Leavenworth Intersection Improvements at 10th and Limit. These services include providing engineering design and construction documents for the Leavenworth Intersection Improvements at 10th and Limit (the Project); and,

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

WHEREAS, the Engineer is prepared to provide the Services;

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be .

ARTICLE 2 - GOVERNING LAW

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

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 4 - COMPENSATION

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

ARTICLE 5 – OWNER’S RESPONSIBILITIES

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

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements are hereby incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

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

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.
- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

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

The insurance coverages are as follows:

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

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by

both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

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

ARTICLE 16 - COMMUNICATIONS

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

Engineer:	Merge Midwest Engineering, LLC Janelle Clayton, PE, PTOE 2668 W Catalpa Street Olathe, KS 66061 (913)-788-1985
Owner:	City of Leavenworth Engineering Division 100 N. 5 th Street Leavenworth, KS 66048 (913)-684-0375

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

ARTICLE 24 – NONDISCRIMINATION

The provisions set forth in the Attachment F, Nondiscrimination are hereby incorporated into this Agreement.

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

OWNER:

ENGINEER:

CITY OF LEAVENWORTH, KANSAS

MERGE MIDWEST ENGINEERING, LLC

By: _____

By: Janelle M Clayton

Printed Name: _____

Printed Name: Janelle M Clayton

Title: _____

Title: Manager

ATTEST:

By: _____

Sarah Bodensteiner, CMC
City Clerk

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Merge Midwest Engineering, LLC
Project Number & Name: City Project 2022-980 (KDOT N-0752-01), Leavenworth Intersection Improvements at 10th and Limit

SCOPE OF SERVICES

BASIC SERVICES

The Project is specifically defined below:

Merge Midwest Engineering, LLC (“Engineer”) will provide the City of Leavenworth (“Owner”) with final design plans and cost estimates for traffic signal replacement, right-turn lane addition, mill & overlay, selective curb and sidewalk replacement and associated ADA ramp improvements. Milestone plan submittals will occur with the City of Leavenworth and KDOT’s Bureau of Local Projects. The general project area will include the intersection of 10th and Limit, in all directions for approximately 200 feet. The work is limited to topographic and boundary, field check, final plans, cost estimates and quality control reviews. Survey services will be supplemented by the available GIS information provided by the City, old plans and aerial mapping. The Kansas Department of Transportation’s standard details will be used as the primary basis for the plans. Plans shall be in ENGLISH units.

The Consulting Engineer shall furnish and perform the various professional duties and services required for the construction of the Project. The project will be designed in accordance with the Kansas Department of Transportation’s Design Criteria, most recent Standard Details, the Manual on Uniform Traffic Control Devices (MUTCD), 2023 Edition (unless it directly contradicts with the 2009 Edition), and the 2023 version of the Public Right-of Way Accessibility Guidelines (PROWAG).

The Engineer agrees to provide the following services. Services are listed by prime consultant “Merge Midwest Engineering, LLC” and Subconsultant “JEO Consulting Group.”

Merge Midwest Engineering Scope

The scope of this agreement shall include the following tasks:

- Task 100 – Preliminary Design
- Task 200 – Final Design
- Task 300 – Bidding
- Task 400 – Construction Services

I. Task 100 - Preliminary Design

- 1.01 Develop preliminary plans:
 - 1.01.1 Attend a site visit with city staff and JEO to evaluate the intersection.
 - 1.01.2 Develop the preliminary traffic signal design showing pole locations, mast arms, signal heads, pedestrian push buttons, signal controller, service boxes and other necessary equipment for installation of a traffic signal at the intersection.
 - a. Preliminary pole wiring details, diagrams, and utility coordination.
 - 1.01.3 Develop the preliminary lighting analysis for the intersection using AGI32.
 - 1.01.4 Develop the preliminary permanent pavement marking and signing.
 - 1.01.5 Standard Details will be updated and provided in the preliminary plans.
 - 1.01.6 Quantity sheets should be include in the plans, but not fully filled in at this point.

1.01.7 Preliminary cost estimate shall be furnished based on the experience and qualifications of the consulting engineer's best judgment as an experienced and qualified design professional, familiar with the construction industry and advise the City of, in its opinion, the amount budgeted to adequately design and construct the improvement as requested.

1.01.8 Designer will complete quality and control reviews on the plans.

1.02 Submit full-size PDF of preliminary plans to City for review using Bluebeam. Additionally, submit plan sets to KDOT for design review using Bluebeam.

II. Task 200 - Final Design

2.01 Prepare detailed Office Check plans and specifications.

2.01.1 Update cover sheet, plan sheets, including all traffic signal pole wiring diagrams, intersection wiring diagrams, phasing and field terminal wiring sheets. Include grading limits and sod quantities based on City and KDOT reviews.

2.01.2 Update city details included based on City and KDOT comments.

2.01.3 Update quantity sheets, complete with all quantities.

2.01.4 Update the office check cost estimate.

2.01.5 Designer will complete quality and control reviews on the plans.

2.02 Prepare detailed PS&E plans and specifications.

2.02.1 Update the PS&E plans based on City and KDOT comments.

2.03 Submit final PS&E signed and sealed plans.

III. Task 300 - Bidding

3.01 Prepare written addenda to the bidding documents as required and or requested.

IV. Task 400 - Construction Services

4.01 Be available for discussion and consultation during the construction phase.

4.02 Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.

4.03 Assist the City in reviewing all catalog cuts and shop drawings for general conformity to the plans and contract documents.

4.04 Prepare final as-built/record drawings or the City's records.

JEO Consulting Scope ("Subconsultant")

I. Task 100 – Preliminary Design

1. Data Collection

a. Attend Pre-Design Meeting

b. Develop Design Memo/Criteria

c. Develop a detailed design schedule

d. Schedule and coordinate project activities with other City projects

e. Field Data Collections

i. Gather all visual features within the project area

ii. Locate manholes, valve boxes, traffic vaults, storm sewer inlets (including flowline information)

iii. Utility One-Call, obtain utility locates (surface only)

iv. Existing ADA Ramps/sidewalks

v. Survey books, benchmarks, section corners, property owner contacts, property research, or existing right of way, and other topographic features not otherwise described above are excluded from project scope.

f. Provide ownership and abutting property information

g. If determined, consultant will coordinate with a geotechnical firm to gather existing pavement information and subgrade conditions. A summary will be completed in a report form, providing design alternatives for pavement and subgrade recommendations.

- h. Develop base map from the survey information gathered, supplement with aerial mapping, and utilize for design purposes.
- i. Review existing conditions and prepare documentation addressing Environmental agency requirements in completing KDOT's 1307 Form.

2. Field Check Plans

- a. JEO will develop field check plans (50% complete) and cost estimates based on aerial mapping, field topographical and boundary survey data
 - i. Typical Section Sheet
 - ii. Pavement Section
 - iii. General Notes Sheet
 - iv. Preliminary Survey Reference Sheet
 - v. Plan & Profile Sheets (1"=20' Scale)
 - vi. Preliminary Traffic Control
 - vii. Preliminary Street Lighting
 - viii. Preliminary Pavement Marking
 - ix. Property lines and owner information
 - x. Cross-Sections every 25 feet
 - xi. Wall profiles
 - xii. Erosion Control
 - xiii. Quality Assurance Review
 - xiv. Standard Drawing Sheets – curb, sidewalk, ramps, street patch (full-depth)
 - xv. Summary of Quantity Sheets
 - xvi. Start setting up Forms 1303, 1304, and 1307 (if needed)
 - b. Cost estimate will be prepared for the Field Check submittal including appropriate contingency.
- 3. Submit Field Check Plans to the City/KDOT
 - 4. Submit Electronic plans to the Utilities
 - 5. Meet with Utilities during the monthly meeting
 - 6. Meet with City to review and discuss Field Check Plans
 - 7. Field Check to review and discuss site conditions. Prepare notes following the meeting
 - 8. Right-of-Way and Easement
 - a. Prepare legal description and exhibit for property acquisition (assumed 1 parcel)
 - b. Consultant will stake the proposed acquisition area (1 time)
 - c. Consultant will work with the appraisal firm selected and hired by the City

II. Task 200 – Final Design

- 1. Prepare Detailed Final Plans and Specifications (KDOT)
 - a. Typical Sections
 - b. Finalize Survey Reference Sheet
 - c. Plan & Profile Sheets
 - d. Intersection Details
 - e. Individual sidewalk ramp and sidewalk design and details
 - f. Surface Model the proposed intersection
 - g. Traffic signal design coordination
 - h. Pavement Marking and Signing
 - i. Finalize existing property line information with the proposed acquisition limits
 - j. Cross-sections every 25 feet
 - k. Traffic Control Plan
 - l. Erosion Control Plans and Details
 - m. Standard and Special Detail Sheets
 - n. Summary of Quantities
 - o. Prepare Special Provisions (if necessary). KDOT Specifications will be utilized
 - p. Quality Assurance Review
 - q. Finalize Retaining wall design and detail
- 2. Attend Utility Meeting that is scheduled monthly at City Hall

- a. Provide updated plans (electronically) to the Utilities
3. Complete Summary of Quantities and Prepare Opinion of Probable Cost
 - a. A contingency will be included until the Engineer's Estimate is provided at Bid Letting
4. Submit Final Plans (95% complete) to the City and KDOT for review
 - a. Following review, complete plan modification based on comments received
 - b. Complete and submit 1304, 1306, and 1307 Forms
5. Submit PS&E (100% complete) to the City and KDOT
 - a. Develop Bill of Materials for the signal poles to pre order such that the construction schedule can be attained
 - b. Provide electronic drawings to the Plan Room
6. Meet with the City following each submittal (Field Check, Final Plan, PS&E) to assure all comments have been addressed and plans meet City expectations and standard requirements.

III. Task 300 – Bidding

1. Answer Contractor questions or request
2. Attend Bid Opening
3. Assist City in analyzing bids and make recommendation
4. Attend and prepare meeting minutes for pre-bid conference
5. Prepare written addenda and provide to plan room
6. Attend pre-construction meeting and prepare meeting minutes

IV. Task 400 – Construction Services

1. Be available for discussion and consultation during construction
2. Review Shop Drawings. Track submittals, resubmittals, approvals
 - a. Includes signal equipment, asphalt and concrete mix design
3. Participate in Field Walk-Through following substantial completion
4. Prepare Plan Revisions to include in-field changes and provide record drawings
5. Attend Construction progress meetings (assumed maximum of 2)
6. Post Construction Monumentation
 - a. Gather field revision notes and plans, prepare a record drawings. Any associated field work is not included

SUPPLEMENTAL SERVICES

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

- A. Construction Engineering (CE) meeting KDOT requirements can be provided and negotiated under a separate agreement.
- B. Additional survey other than what has been specified in the Basic Services. Property owner notifications, field books, reference ties, boundary information and establishment.
- C. Storm sewer modifications, hydraulic/hydrology calculations/design
- D. Special details or plans
- E. Geotechnical investigation, report, and testing services (to be performed by others under a separate contract pending direction of JEO and agreed upon by the City).
- F. CCTV or inspection of existing storm sewer pipes.
- G. Environmental assessment services other than stated in basic services
- H. Obtaining any regulatory permits.
- I. SWPPP administration and inspections.
- J. Preparation of grant or loan applications.
- K. Public Engagement
- L. Meetings with local business/property owners to discuss the project, unless otherwise noted above.
- M. Attendance at any meetings not identified above.
- N. Any other item not outlined in the scope of services.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Merge Midwest Engineering, LLC
Project Number & Name: City Project 2022-980 (KDOT N-0752-01), Leavenworth Intersection Improvements at 10th and Limit

COMPENSATION

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

- A. For the Basic Services described in Attachment A, an hourly not to exceed amount of \$150,343.62. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

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

- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- E. It is understood and agreed:
 - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
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Project Number & Name: City Project 2022-980 (KDOT N-0752-01), Leavenworth Intersection Improvements at 10th and Limit

OWNER'S RESPONSIBILITIES

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

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

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

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Engineer: Merge Midwest Engineering, LLC
Project Number & Name: City Project 2022-980 (KDOT N-0752-01), Leavenworth Intersection
Improvements at 10th and Limit

SUPPLEMENTAL AGREEMENTS

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

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Merge Midwest Engineering, LLC
Project Number & Name: City Project 2022-980 (KDOT N-0752-01), Leavenworth Intersection Improvements at 10th and Limit

PROJECT SCHEDULE

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

1. Schedule: Engineer will make plan submittals to Owner based on the following schedule:
 - a. Concept Drawings - Engineer will submit concept drawings within 60 calendar days after Notice to Proceed by Owner.
 - b. Field Check - Engineer will submit field check drawings within 120 calendar days after Notice to Proceed by Owner.
 - c. Right-of-Way Drawings - Engineer will submit right-of-way drawings within 120 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - d. Office Check - Engineer will submit office check drawings and specifications within 120 calendar days after the Notice to Resume Work is given by Owner following Field Check.
 - e. Bid Documents - Engineer will submit bid documents within 30 calendar days after the Notice to Resume Work is given by Owner following Office Check.
 - f. As-Built Plans – Engineer will submit as-built plans within 30 calendar days after marked-up plans are returned to the Engineer, from the Owner or within 30 calendar days after all punch list items have been completed if the Engineer's firm provided construction inspection services for the project.

**ATTACHMENT F
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Merge Midwest Engineering, LLC
Project Number & Name: City Project 2022-980 (KDOT N-0752-01), Leavenworth Intersection Improvements at 10th and Limit

NONDISCRIMINATION

1. Kansas Act Against Discrimination. To the extent required by K.S.A. 44-1030, Engineer agrees to comply with and require its subcontractors to comply with the Kansas act against discrimination, K.S.A. 44-1001 *et seq.*, as amended. Engineer agrees that:
 - (1) Engineer shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, national origin or ancestry;
 - (2) in all solicitations or advertisements for employees, Engineer shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas human rights commission (the "commission");
 - (3) if Engineer fails to comply with the manner in which Engineer reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - (4) if Engineer is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - (5) Engineer shall include the provisions of subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
 - (6) The Kansas human rights commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas act against discrimination.
 - (7) The provisions of this section shall not apply to a contract entered into by a contractor:
 - (a) Who employs fewer than four employees during the term of such contract; or
 - (b) whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.
2. U.S. Department of Transportation (USDOT) and Kansas Department of Transportation (KDOT) Requirements. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - (1) **Compliance With Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- (4) **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to KDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance** – In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions** – The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request KDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

INTERSECTION SAFETY STUDY

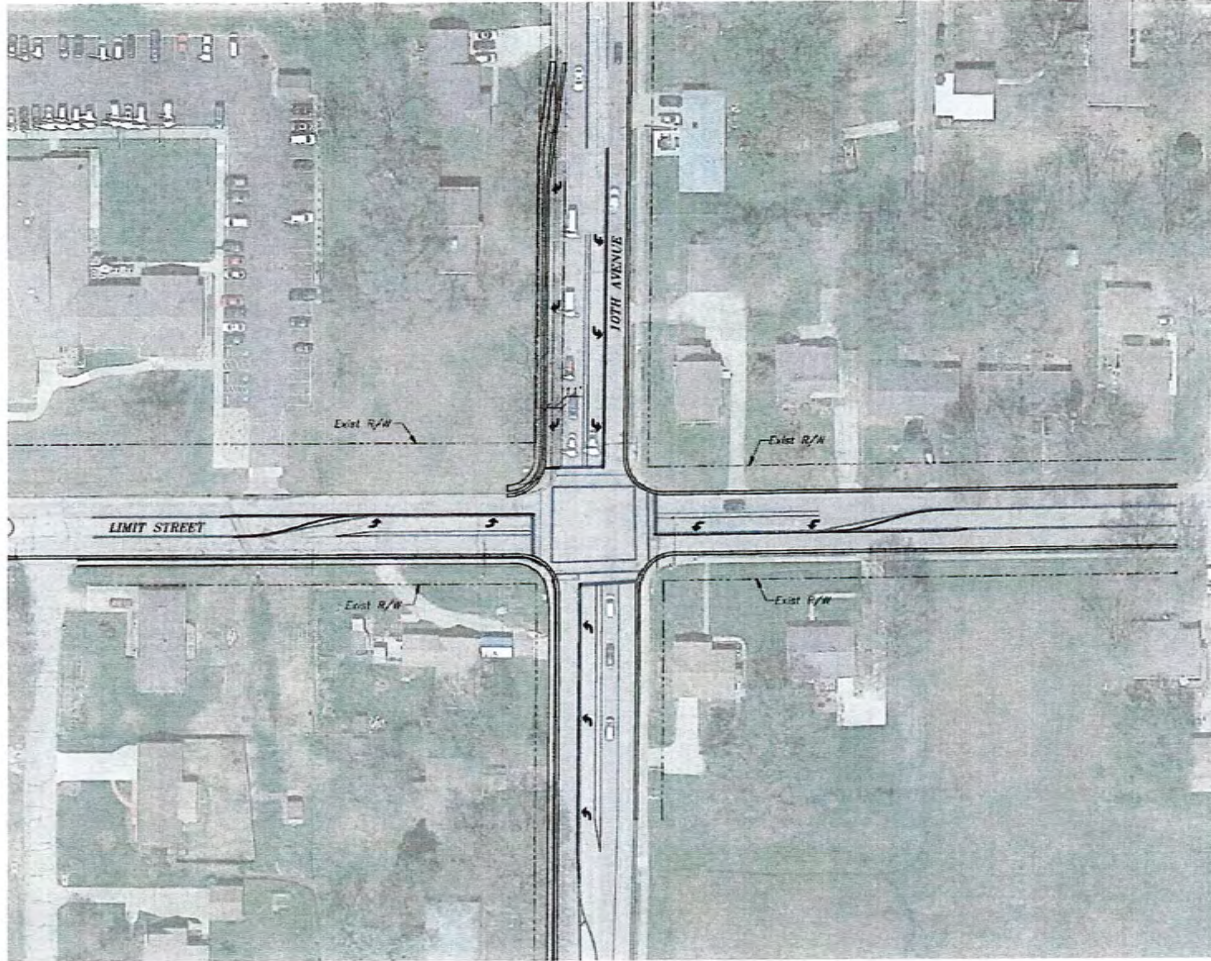
10TH AVENUE & LIMIT STREET

CITY OF LEAVENWORTH, KANSAS – PROJECT 2022-980

APRIL 28, 2022



EXHIBIT 2



Date _____
 Design _____
 Drawn _____
 Pkg # _____

CITY OF LEAVENWORTH, KS
10TH AVE AND LIMIT ST
 EXHIBIT
SOUTH BOUND
RIGHT TURN LANE

BY APP

Date Revision

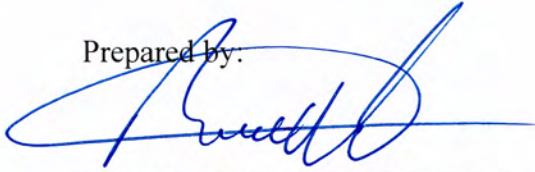
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 Merge Midwest Engineering, LLC
 2668 W Catalpa Street
 Olathe, KS 66061-6008
 913.788.1985

Sheet No.	Total Sheets



Policy Report
2024 Central Business District Street Closures
May 14, 2024

Prepared by:



Patrick R. Kitchens
Interim City Manager

ISSUE:

City staff is proposing a new policy that governs events in the Central Business District that require street closures.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

Over the course of the last several years the City of Leavenworth has received a number of Special Event applications for events in the Central Business District that are accompanied by street closure requests. Previous City Commissions have not been inclined to allow street closures in the Central Business District particularly on Saturdays.

Given the recent increase in requests for more events associated with street closures, staff created a policy proposal to add a Central Business District Street Closure that is an expansion of existing policies associated with Haymarket Square, RFCC and Park Shelters. Citizens can rent Haymarket Square for \$25 per session, a park shelter from \$10 to \$50 per shelter depending on the size.

Policy Proposal

A person or group interested in having an event in the Central Business District shall complete an application and pay a fee of \$25. Additionally, there will be a fee of \$100 per city block for street closure. Finally, any costs associated with towing of vehicles from the event area will be reimbursed by the applicant to the City of Leavenworth.

That fee is based upon city staff time associated with notification and closing the street.

- City Staff mail out letters to property owners in the location notifying them about the event.
- Police Officers place flyers on cars parked in the area several days in advance.
- City staff from Public Works gets the barricades and drops them off at the location.
- Police Officers place the barricades at the appropriate time. (3:00 a.m.)
- Police Officers attempt to locate car owners to move cars.
- Police Officers move cars from the area via Tow Company.
- Once the event is over city staff retrieves the barricades.

Any other logistics, including but not limited to, trash, electrical, porta potties, picnic tables, or security associated with the event is the sole responsibility of the event coordinator.

Parades would not be included in Central Business District Street Closure policy.

BUDGET IMPACT:

There is no significant budget impact.

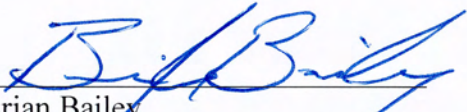
COMMISSION ACTION:

Review and discuss the proposal.

City of Leavenworth, Kansas
Parks & Recreation Department
Staff Report
Riverfront Community Center Indoor Pool

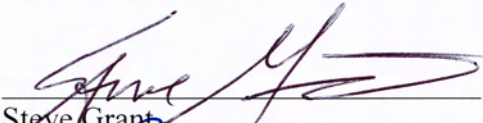
May 14, 2024

PREPARED BY:

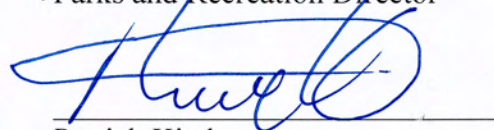


Brian Bailey
Parks and Recreation Deputy Director

REVIEWED BY:



Steve Grant
Parks and Recreation Director



Patrick Kitchens
Interim City Manager

ISSUE:

Staff is presenting an informational comprehensive maintenance overview of the Riverfront Community Center Indoor Pool facility in preparation for the 2025-2029 Capital Improvement Program.



RFCC Indoor Pool

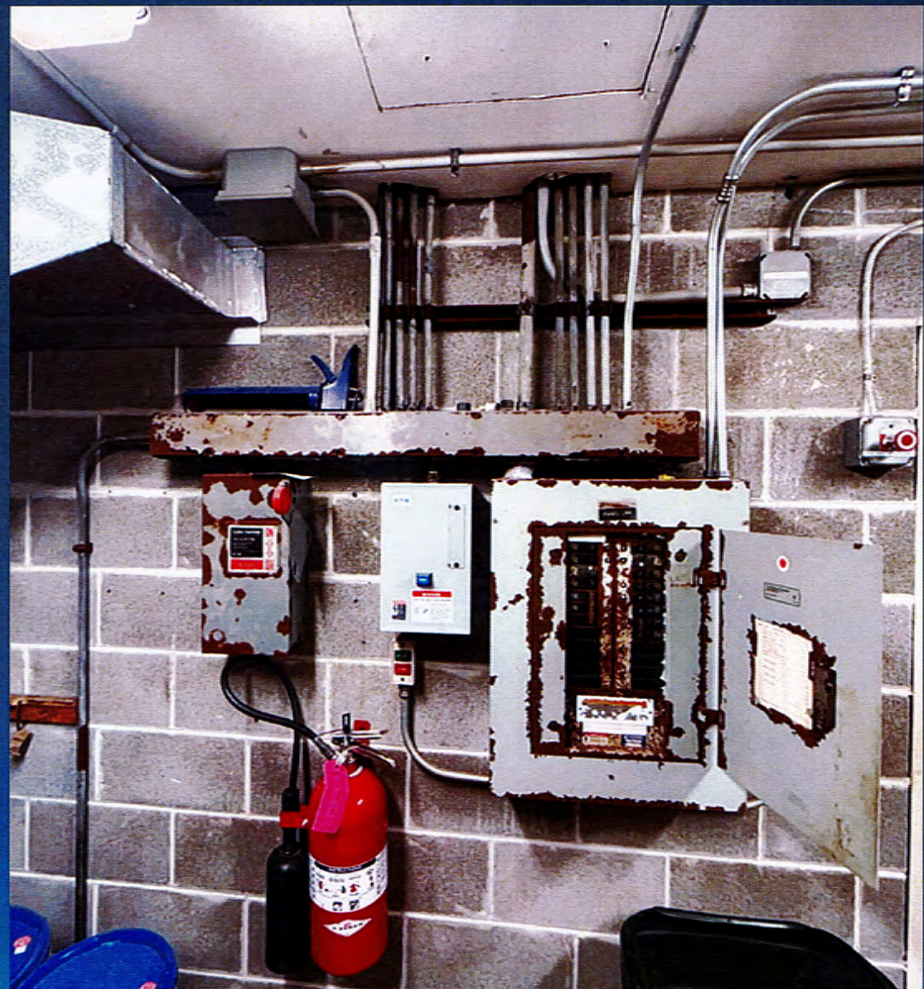
Items in need of repairs or updates due to age, environment or failure include:

- Electrical
- Pool Masonry
- Pool Furnishings
- Pool Mechanical

Electrical

- Replace 18 Hi Bay Fixtures
- Replace 25 4ft Strip Lights
- Replace Panel, Wireway and disconnect in chemical room





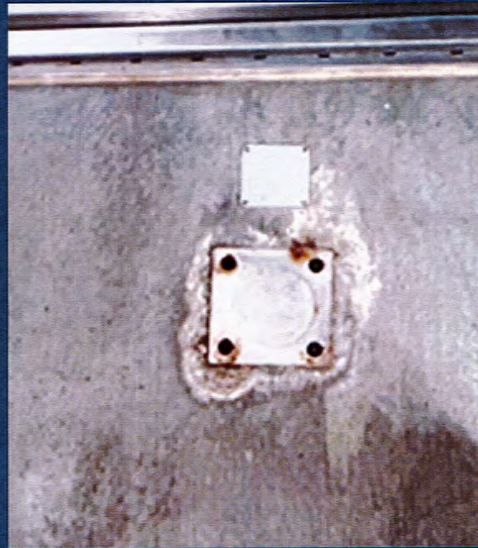
Electric Upgrade and Replacement Cost

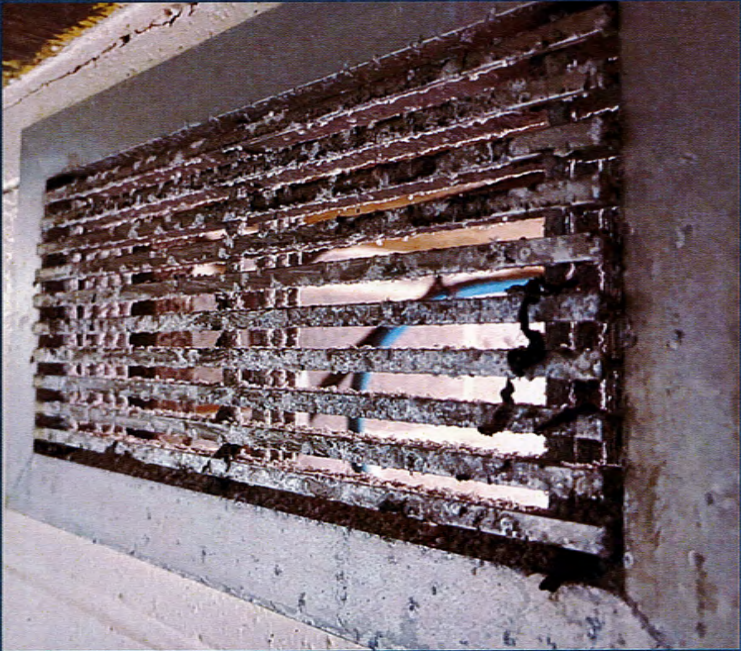
High Bay Fixtures	18 fixtures	\$24,660
4' Strip Lighting	25 fixtures	\$8,125
Panel, Wireway and Disconnect		\$5,150
Total		\$37,935

Pool Masonry

- Replace 14 steel wall steps in the pool
- Replace all caulking and sealants on pool deck (perimeter deck joints, pool coping joints, and saw cut joints)
- Replace acid room exterior metal door
- Replace acid room exterior vent
- Acid wash entire concrete pool deck and plaster surface inside pool
- Repair damaged concrete and old starter block anchors
- Remark pool depths and no diving signage on pool deck













Pool Masonry Cost

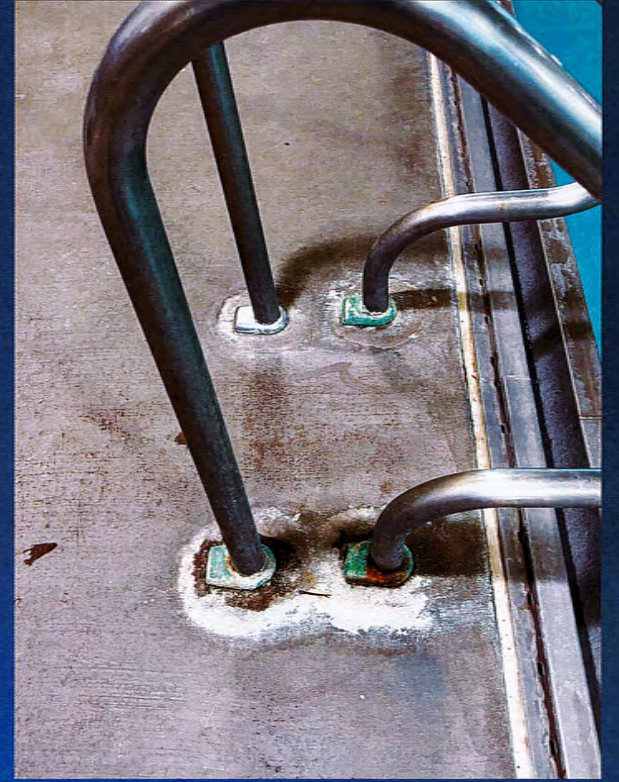
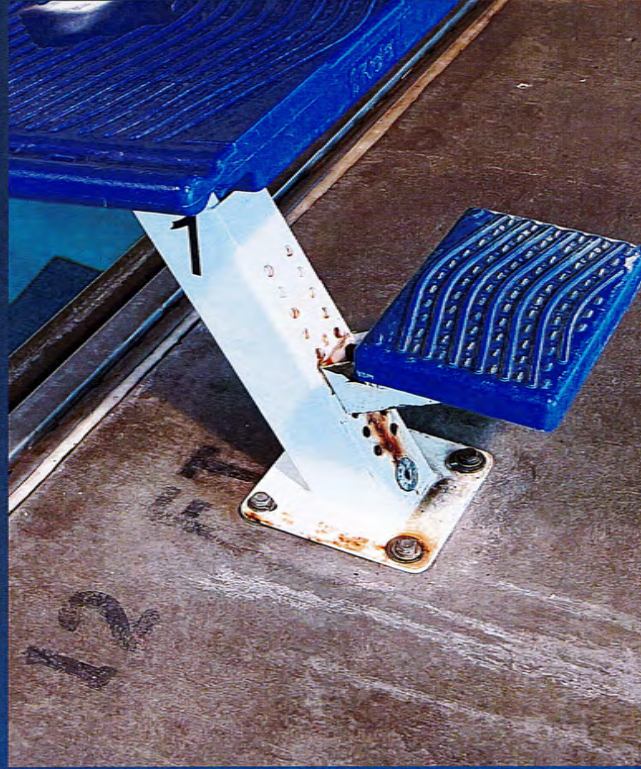
Pool Masonry

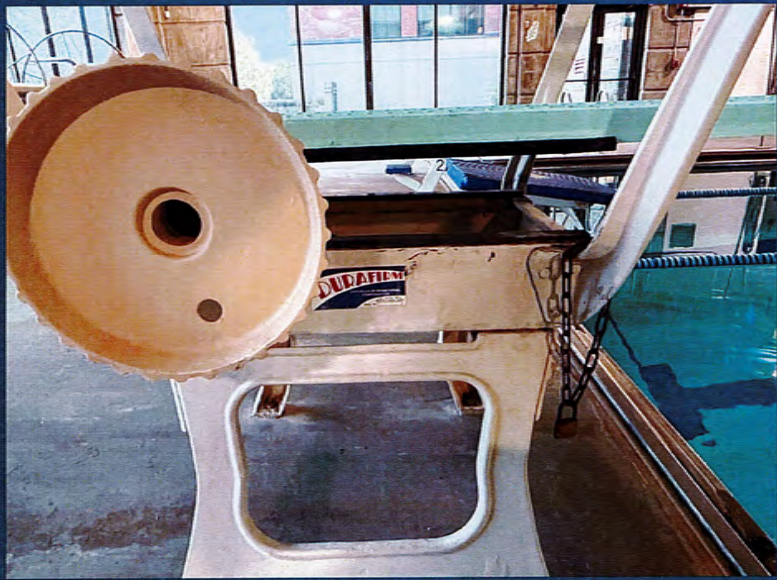
All above items

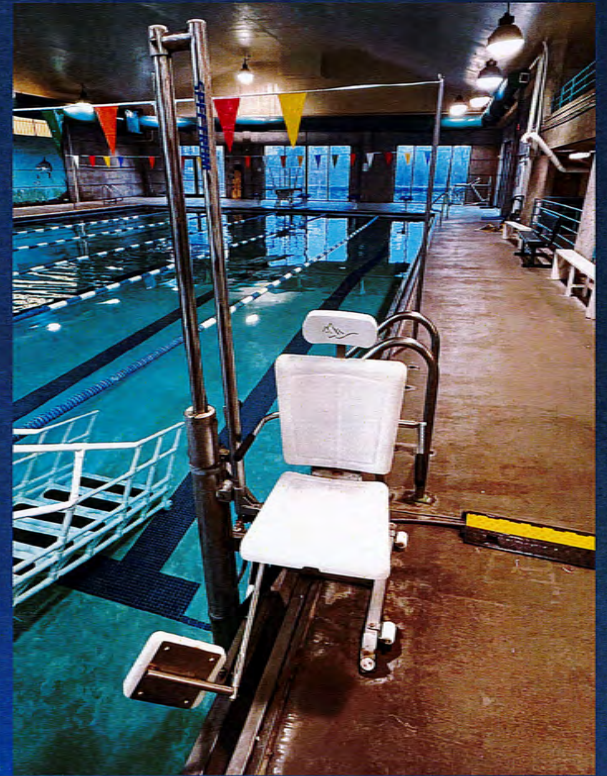
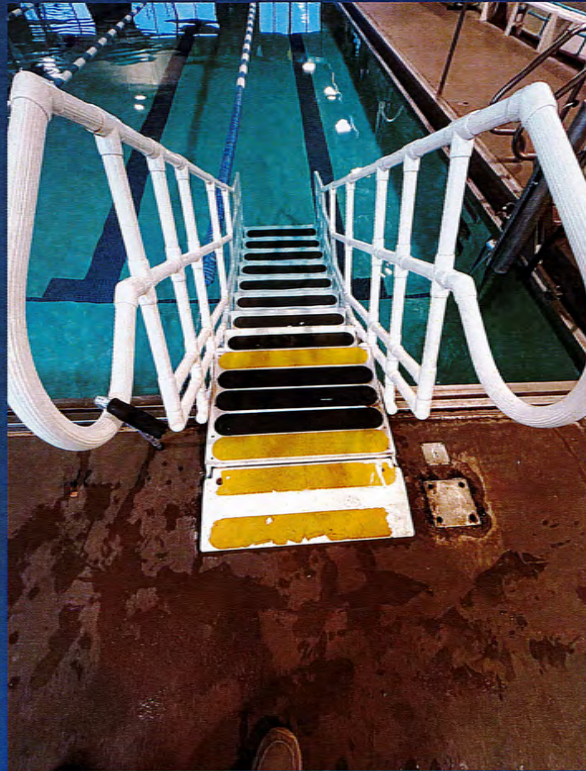
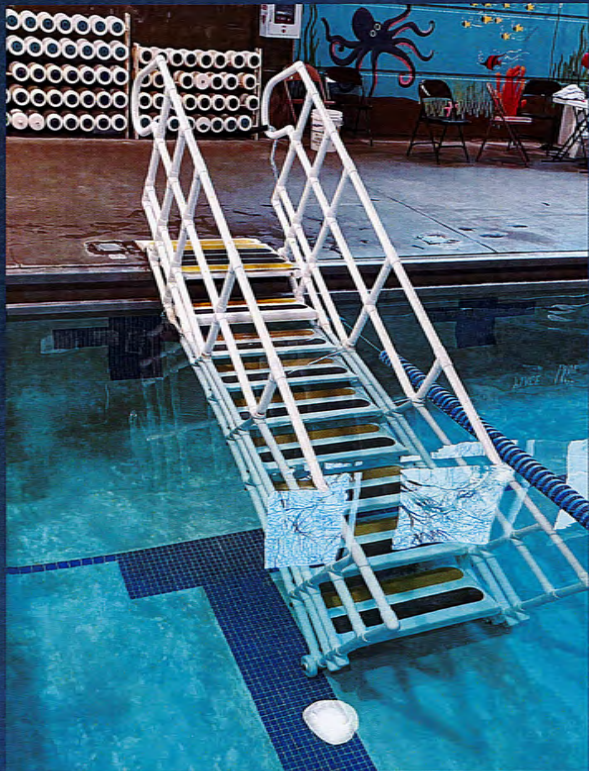
\$44,701

Pool Furnishing

- Repowder coat starter blocks
- Replace pool lift chair
- Wedge anchors for hand rails
- Replace diving board and frame
- Replace the access style steps to heavy duty access style steps
- New lifeguard chair





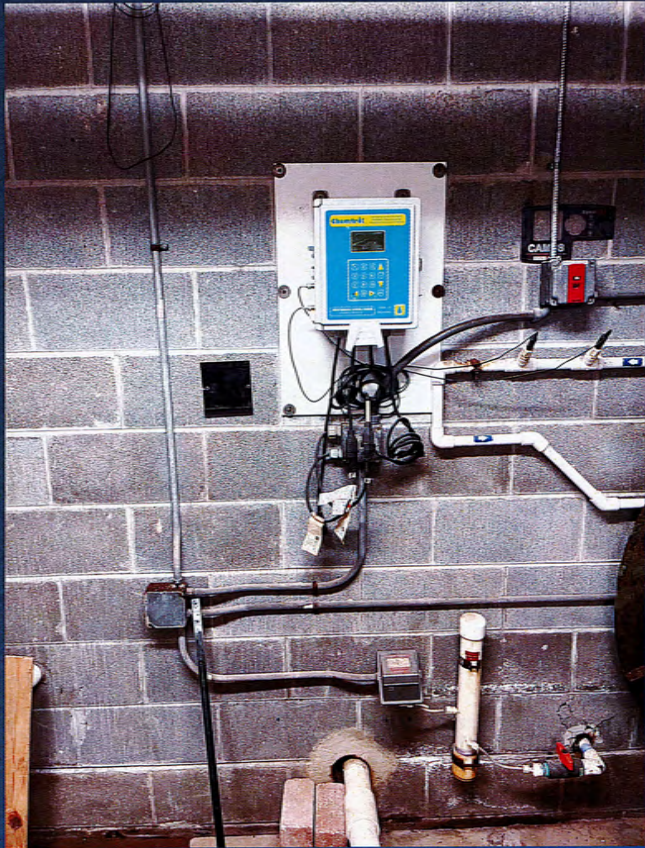


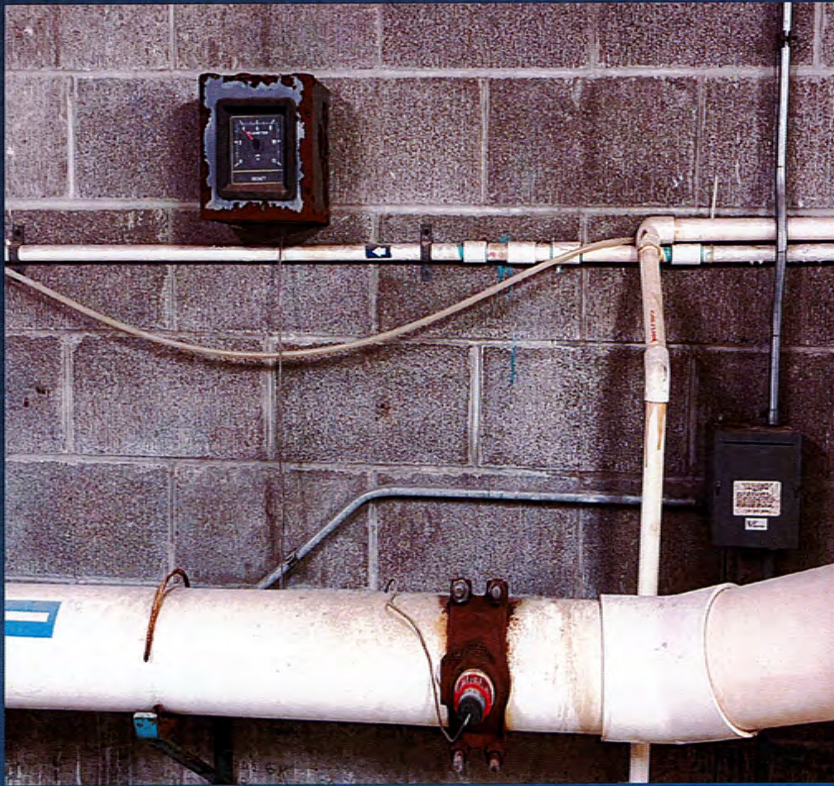
Pool Furnishing Cost

Powder Coat Starting Blocks	6 Starting Blocks	\$1,927
Pool Lift Chair		\$7,729
Wedge Anchors for Handrails		\$1,170
Replace Diving Board with Stand		\$17,380
New HD Steps		\$7,550
New Lifeguard Stand		\$1,436
	Total	\$29,463

Pool Mechanical

- Replace controller package for pH ORP and PPM
- Replace 6" butterfly valve
- Replace old chlorine feed with a Pulsar Precision 30
- Replace filter media
- Replace pool boiler (heats the water in the pool)







Pool Mechanical Cost

Controller Package for pH ORP and PPM	1 Controller Package	\$9,070
6" Butterfly Valve	3 Valves	\$2,195
Pulsar Precision 30	1 Unit	\$1,558
Replace Filter Media	2 Filters	\$15,500
Replace Pool Boiler	1 Boiler	\$30,000
	Total	\$58,323

Total Cost To Make All Repairs		
Electrical		\$37,935
Pool Masonry		\$44,701
Pool Furnishings		\$29,463
Pool Mechanical		\$58,323
	Total	\$170,422
10 - 20% increase for doing work starting in 2025	Total with 20% increase	\$204,506.40