



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, MAY 28, 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

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

1. Minutes from May 14, 2024 Regular Meeting **Action:** Motion (pg. 2)
-

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 sign-up sheet will be provided in the commission chambers for anyone wishing to speak.*

General Items:

2. Safe Streets & Roads for All Vision Zero Action Plan Update **Action:** None (pg. 9)
3. National Society Daughters of the American Revolution America 250 Patriots Marker **Action:** Motion (pg. 10)
-

Bids, Contracts and Agreements:

4. Consider Approval to Purchase Municipal Service Center Storage Building **Action:** Motion (pg. 17)
5. Consider Approval of Design Services Contract for 2025 Pavement Management Plan **Action:** Motion (pg. 25)
-

Staff Reports:

- Fire Department 2023 Annual Report (pg. 42)
-

Consent Agenda:

Claims for May 10, 2024 through May 23, 2024, in the amount of \$881,794.48; Net amount for Payroll #10 effective May 17, 2024, in the amount of \$452,035.90 (Includes Police & Fire Pension in the amount of \$7,491.38).

Action: Motion

Other:

Adjournment

Action: Motion



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

Staff members present: Interim City Manager Patrick Kitchens, Assistant City Manager Penny Holler, Convention & Visitors Bureau Manager Kristi Lee, Deputy Parks & Recreation Director Brian Bailey, Parks & Recreation Director Steve Grant, Deputy Police Chief Major Dan Nicodemus, Public Information Officer Melissa Bower, Public Works Director Brian Faust, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

PROCLAMATIONS:

Economic Development Week – Mayor Martin read the proclamation declaring May 6-10, 2024 as Economic Development Week. The proclamation was accepted by Mary Mack with Leavenworth County Development Corporation.

National Police Week – Mayor Martin read the proclamation declaring May 12-18, 2024 as National Police Week. The proclamation was accepted by Deputy Police Chief Major Dan Nicodemus.

Leavenworth Public Works Week – Mayor Martin read the proclamation declaring May 19-25, 2024 as Leavenworth Public Works Week. The proclamation was accepted by Public Works Director Brian Faust.

National Travel & Tourism Week – Mayor Martin read the proclamation proclaiming May 19-25, 2024 as National Travel & Tourism Week. The proclamation was accepted by Convention & Visitors Bureau Manager Kristi Lee.

150th Anniversary of the United States Disciplinary Barracks – Mayor Martin read the proclamation declaring May 21, 2024 as the celebration of the Sesquicentennial Anniversary of the United States Disciplinary Barracks. The proclamation was accepted by Army Corrections Brigade Col. Kevin Payne and USDB Historian Peter Grande.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Wilson moved to accept the minutes from the April 23, 2024 regular meeting. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Second Consideration Ordinance:

Second Consideration Ordinance No. 8243 Rezoning 707 Pawnee Street from Office Business District to High Density Single Family Residential – Interim City Manager Patrick Kitchens reviewed the Ordinance. There have been no changes since first introduced at the April 23, 2024 meeting.

Mayor Martin called the roll and the Ordinance No. 8243 was unanimously approved.

Second Consideration Ordinance No. 8244 Special Use Permit for College or University Use at 4100 S 4th Street – Interim City Manager Patrick Kitchens reviewed the Ordinance. There have been no changes since first introduced at the April 23, 2024 meeting.

Mayor Martin called the roll and the Ordinance No. 8244 was unanimously approved.

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

Rickey Giles, 202 Pottawatomie St.:

- House painting issues
- Receiving letters from Code Enforcement for code violations
- Feels targeted
- Sidewalks that are wheelchair accessible have a lot of dirt and sand in them now

General Items:

Mayor's Appointments:

Mayor Martin moved 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, reappoint to the Plumbing Board of Appeals Michael McCann to a term ending May 1, 2029. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

2024 Edward Byrne Memorial Justice Assistance Grant Application – Deputy Police Chief Major Dan Nicodemus requested authority to apply for the 2024 Edward Byrne Grant in the amount of \$350,000. On April 23, 2024 notification was made to the Police Department that they were eligible to apply. 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 funds would be used in the following areas:

- Bomb Suit Replacement
- Bomb Robot Replacement – current robot is 21 years old and manufacturer no longer supplies replacement parts or support
- Replacement of other outdated bomb equipment

Commissioner Hingula moved to approve the 2024 Edward Byrne Memorial Justice Assistance Grant Application in the amount of \$350,000. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Resolutions:

Resolution B-2370 Resolution of Support for Grant Application for Downtown ADA Sidewalk Ramp Improvements Project – Public Works Director Brian Faust presented for consideration a Resolution of Support for the Transportation Alternatives (TA) Grant Application for the Downtown ADA Sidewalk Ramp Improvements Project. In 2023, the City hired Wilson & Co., to design ADA compliant ramps in the downtown. During the design process, the City was notified that KDOT was accepting ‘concept papers’ for possible 2024 TA projects. The City submitted a concept paper and were notified that the concept is eligible for federal funds for the TA Program. The TA Program is an 80/20 matching program that helps pay for construction and construction engineering. Right of Way acquisition and utility relocation are not covered by the grant. The 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, the cost to the City is \$119,200. If we receive the additional 20% match from Highway Safety Improvement Program, the City’s cost would only be for the utility relocation. Funding is available in the Grant Matching Capital Projects Fund.

Mayor Martin:

- Asked when will we hear if we’re awarded

Mr. Faust:

- Should hear fairly quickly, but no specific date

Commissioner Bauder moved to approve Resolution B-2370 Resolution of Support for the Downtown ADA Sidewalk Ramp Improvements Project, as presented. Commissioner Pittman seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Award of Design Services Contract for 10th and Limit Safety Improvements Project – Public Works Director Brian Faust presented for consideration approval of the design services contract for the 10th and Limit Safety Improvements Project funded in Federal Fiscal Years 2025 and 2026. 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 Midwest Engineering to evaluate options for safety improvements at this location. Based on submittal, the City received a letter from KDOT stating we are eligible for up to \$1,000,000 in funding to help cover the costs of these improvements. The grant is a 90/10 that covers the construction and the construction engineering. 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 \$1M. The traffic signals were identified as reaching their anticipated life and the report recommended that the signals be replaced in 2025 or 2026. The grant will cover 90% of the cost. Six (6) firms were sent the request. Two (2) proposals were received. The engineering design work is a non-participating cost for the Federal-Safety Program,

making the City responsible for the entire cost of the design with a design fee not to exceed \$150,343.62. Funding is available in the Grant Matching Capital Projects Fund.

Commissioner Pittman:

- Asked what the improvements would be

Mr. Faust:

- Reviewed the improvements

Commissioner Hingula:

- Asked if there is any type of schedule

Mr. Faust:

- It is a 14 month process, looking at 2026 for construction

Commissioner Bauder moved to approve the Design Services Contract for the 10th and Limit Safety Improvements Project with Merge Midwest Engineering, in an amount not to exceed \$150,343.62. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Staff Report:

Central Business District Special Event Street Closure Policy – Interim City Manager, Patrick Kitchens presented for consideration a new policy that governs events in the Central Business District that require street closures. Over the past several years the City has received a number of Special Event applications for events held in the Central Business District that are accompanied by street closure requests. In the past City Commissions have not been inclined to allow the closures particularly on Saturdays. Given the 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. There is currently no fee for Street Closures within the Central Business District. The proposal of any 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. The fee for street closure is based upon City staff time associated with notification and closing of streets. Other logistics, including but not limited to trash, electrical, portable restrooms, 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.

Commissioner Bauder:

- Does not recall that the City has ever charged for closing streets and in some cases the entire downtown was closed in the past
- In generating sales tax, we are offsetting those costs from the sales tax generation

Mayor Martin:

- Stated the costs are real
- Asked if transient guest tax dollars can be used

- Wants to bring in events

City Attorney David Waters:

- The City's direction is broad regarding transient guest tax, and transient guest tax dollars are typically used for Convention and Visitor's Bureau

Commissioner Pittman:

- There are still a lot of questions then just money, is there a limit, there is more to this policy then just cost, guidelines and procedures are needed

Commissioner Bauder:

- We'd need to look at transient guest tax and the numbers; that could then determine the number of events

Commissioner Wilson:

- Open to exploring/looking into transient guest tax to support

Mr. Kitchens:

- Recapped the comments/feedback from the Commissioners: find money, first looking at transient guest tax
- Need specifics on numbers; we will have during the budget process
- Fees don't appear to be entirely off the table

Mayor Martin:

- Would like more accurate numbers, provided number of \$100 is very conservative

Mr. Kitchens:

- Suggested the City Commission move forward with First City Creative's applications for events on August 3, 2024 and December 7, 2024 while staff take the feedback from the Commission and come back with more information for the policy development

City Clerk Sarah Bodensteiner:

- Provided details of the events and road closure requests

There was Consensus from the City Commission to approve the special event road closures for the First City Creative's events on August 3, 2024 and December 7, 2024.

Garren Stickelman, N 13th Street:

- Edge of opportunity to grow
- \$100 a block does in no way pay the cost
- Enjoys the recent events and would like to see more
- Get Leavenworth vibrant

Riverfront Community Center Indoor Pool Maintenance Overview – Deputy Parks & Recreation Director Brian Bailey presented an informational comprehensive overview of the Riverfront Community Center

Indoor Pool facility in preparation for the 2025-2029 Capital Improvement Program. The following items needing repair/replacement were discussed, as well as costs associated with the repairs/replacements:

- Electrical
- Pool Masonry
- Pool Furnishings
- Pool Mechanical

Commissioner Pittman:

- Asked what is the number of uses for the pool
- Asked if the Leavenworth High swim team use the pool still

Commissioner Hingula:

- Has heard that people are happy with the updates to the locker rooms

Consent Agenda:

Commissioner Hingula moved to approve 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). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

Other:

Interim City Manager Patrick Kitchens:

- Mentioned CIP budget study session next week and the CIP binders handed out to the City Commission
- Friday, May 17th from Noon to 2 is the Public Works luncheon at the service center
- Splash pad opens on Friday, May 17th and it's hours are 10:00 a.m. to sundown

Commissioner Hingula:

- Excited so many citizens were at the meeting to participate

Commissioner Pittman:

- Thanked those who reached out in support of the downtown
- The Commission supports events
- Would like to hear from business owners while the policy is being built

Commissioner Bauder:

- Support our businesses and will continue to do so and doesn't like being accused of not supporting business
- Came from retirement of Sister Vickie Perkins and she has done so much for the community and organizations
- Really nice event and we wish you well in your "retirement"

Commissioner Wilson:

- Congratulations to Sister Vickie

- Thanked those who reached out regarding downtown business support
- Happy belated Mother's Day

Mayor Martin:

- Would like to hear from local business owners on how we can make things go
- Recognized the Parks Department for the Skate Park signage, it was a great sign and shows we care

Adjournment:

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

Time Meeting Adjourned 7:22 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

POLICY REPORT PWD NO. 24-27

THE SAFE STREETS AND ROADS FOR ALL (SS4A)
VISION ZERO ACTION PLAN COMMISSION UPDATE

City Project No. 2023-021

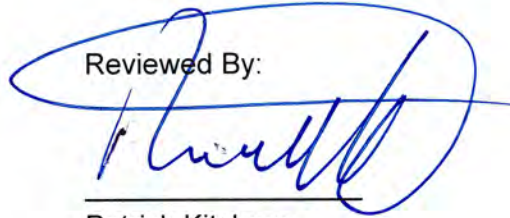
May 28, 2024

Prepared By:



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

Reviewed By:



Patrick Kitchens,
Interim City Manager

ITEM:

This evening, WSP will update the City Commission on the status of the development of our SS4A Vision Zero Action Plan.

BACKGROUND:

The City of Leavenworth applied for and was awarded a \$350,000 planning grant to develop a SS4A Vision Zero (Comprehensive Safety) Action Plan. The purpose of program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries for all users of our highways and roadways in Leavenworth. Recommendations contained within the plan may relate to street design, funding allocations, education, and emergency responders. The action plan will also be used to identify and prioritize a set of Vision Zero street projects and potential system-wide safety programs.

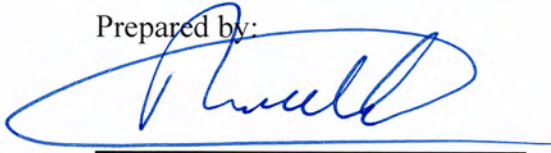
The action plan will provide the documentation necessary to meet the requirements for the City of Leavenworth to apply for future Safe Streets and Roads for All Discretionary Grant Opportunities.

PRESENTATION:

Mr. David Church from WSP is here this evening to provide the update.

Policy Report No. 6-2024
2024 Received Gift from Daughters of the American Revolution
May 28, 2024

Prepared by:



Patrick R. Kitchens
Interim City Manager

ISSUE:

The National Society Daughters of the American Revolution (DAR) Captain Jesse Leavenworth Chapter would like to present the City of Leavenworth an American 250 Patriots Marker to be hung in the light court of City Hall.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

Staff met with representatives of the Captain Jesse Leavenworth Chapter of DAR and evaluated their request to provide the City of Leavenworth the gift of an America 250 Patriots Marker. If approved it will be hung in the City Hall Light Court. It is similar in design to the World War II and Korean and Vietnam markers currently located there.

The marker reads:

“Revolutionary War Patriots. This marker commemorates the men and women who achieved America Independence. These Patriots, believing in the noble cause of liberty, fought valiantly to found a new nation. 1775-1783”

BUDGET IMPACT:

There is no significant budget impact. The marker will be a gift to the City of Leavenworth and city staff will install it.

COMMISSION ACTION:

Accept the gift and authorize installation in the City Hall Light Court.



National Society Daughters of the American Revolution
organized October 1890

Captain Jesse Leavenworth Chapter – organized October 1906

Attending from DAR: Cindy Henry, Chapter Regent-Elect; Lisa Gray; and Kathryn West, National Chair, America 250! Committee, NSDAR. POC is Cindy Henry at (913) 775-0787.

The DAR

- Women's service organization whose members can prove lineal descent to Patriots of the American Revolution
- Approximately 190,000 members in 3,000 chapters worldwide
- Mission areas are related to Historic Preservation, Education and Patriotism
- Work is guided by 50 committees and accomplished at chapter, state and national levels with most work performed at the local (chapter) level.

Current focus:

- The Semiquincentennial of the United States of America will be upon us in about 24 months.
- Kathryn West of the Captain Jesse Leavenworth Chapter has been named as National Chair, America 250! Committee for the National Society.
- The DAR is promoting the 250th revolutionary period (Boston Tea Party in 2023 to the signing of the Treaty of Paris in 2033).
- As part of our Historic Preservation mission, the DAR is placing America 250 Patriots Markers across the country.
 - The marker text is the same on all markers, regardless of size or location.
 - To date, 207 marker applications have been received by DAR, including two in Kansas.
 - Forty-eight states and the District of Columbia have at least one marker.
 - Markers in France, Italy and Spain are planned for fall of 2024.

Objective: Place an America 250 Patriots Marker in Leavenworth, Kansas

- Captain Jesse Leavenworth Chapter would like to gift an America 250 Patriots Marker to the citizens of Leavenworth.
- Permission to place the marker must be secured in writing by the property owner.
- Markers come in three sizes: 30" x 30", 24" x 24", or 20" x 20" and are cast in bronze.
- Markers (depending on the size) may be pole mounted or stone mounted.
- The chapter would host a dedication ceremony.
- The text of the marker reads: Revolutionary War Patriots. This marker commemorates the men and women who achieved American independence. These Patriots, believing in the noble cause of liberty, fought valiantly to found a new nation. 1775-1783.

Examples of placed markers:



Boulder mounted – placed in Nampa, Idaho



Stone Mounted on the Miss Liberty Statue – Butler County, Kansas Freedom Monument



Pole Mounted Marker in Kodiak, Alaska
(eagles not included)

**AMERICA 250 PATRIOTS MARKER
APPLICATION AND INSTRUCTIONS FOR APPROVAL**

ADVANCE PERMISSION must be obtained from the Office of the Historian General before approval of an America 250 Patriots Marker. Firm plans for dedication should not be made until after the Historian General's letter of permission has been received by the applicant.

DAR applicant: _____
(NAME)

DAR sponsor: _____
(CHAPTER / CLUB / STATE SOCIETY / STATE ORGANIZATION)

Address: _____
(STREET) (CITY) (STATE) (ZIP CODE)

Daytime phone: (____) _____ E-mail: _____

Revolutionary War Patriots

**This marker commemorates the men and women who achieved
American independence.**

**These Patriots, believing in the noble cause of liberty,
fought valiantly to found a new nation.**

1775 - 1783

Presented by

(Name of Sponsoring Entity)

**Daughters of the American Revolution
in honor of the 250th anniversary of the United States.**

**NAME OF CHAPTER/CLUB/STATE SOCIETY/STATE ORGANIZATION AS IT
SHOULD APPEAR ON AMERICA 250 PATRIOTS MARKER:**

PHYSICAL DESCRIPTION OF MARKER: *(Check one)*

- 30" x 30" Post and Cap Mounted Bronze Plaque
- 24" x 24" Bronze Plaque for Mounting on Walls or Stone
- 20" x 20" Bronze Plaque for Mounting on Walls or Stone

PROPOSED DATE OF DEDICATION: _____

PLEASE INCLUDE ALL OF THE FOLLOWING ITEMS WITH THIS APPLICATION.

- 1) A letter of support from the sponsoring chapter/club/state society/state organization.
- 2) A precise description of where the marker is to be located. If possible include sketches, photographs, and/or maps of the site.
- 3) Written statement authorizing installation of the marker from the property owner/custodian of land where the marker is to be placed. The letter must be dated within the past year. The signed, dated letter should include a statement explaining by what right the writer has the authority to grant permission.

**This form may be submitted electronically to historian@dar.org or by mail to
Office of the Historian General, NSDAR, 1776 D Street NW, Washington, DC 20006-5303.**

SUBMITTED BY

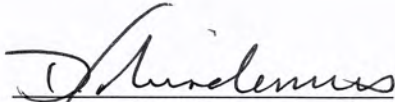
APPROVED BY (For Office Use Only)

Signature of Applicant: _____
National Number: _____
Date: _____

Office of the Historian General
Date: _____
Initials: _____

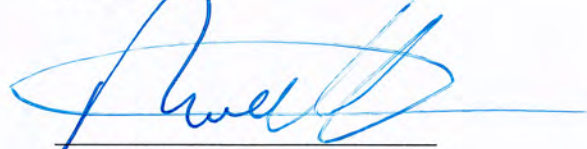
Policy Report No. 5-2024
Municipal Service Center Storage Building
May 28, 2024

Prepared by:



Maj. Dan Nicodemus
Interim Chief of Police

Reviewed by:



Patrick R. Kitchens
Interim City Manager

ISSUE:

The Police Department and Public Works Department are requesting authority to purchase a storage building to be placed at the Municipal Service Center. The building will house expensive vehicles and equipment from both departments.

STAFF RECOMMENDATION:

Staff recommends purchase of a storage building from Quality Structures Incorporated (QSI) in the amount of \$71,730.

BACKGROUND

In 2022, the Police Department and Public Works Department requested \$150,000 in the 2023 Capital Improvement Program (CIP) budget for a storage building at the Municipal Service Center. The building will store expensive vehicles and sensitive equipment belonging to the Police Department and Public Works. Specifically, the Police Department plans to house the SWAT truck and Bearcat armored vehicle there. Public Works intends to house various equipment that should be stored indoors including their asphalt hot box, crack seal machine, skid steer and asphalt roller.

The project was approved by the City Commission and scheduled in the 2023 CIP. Initial quotes for the building exceeded funding for the project in 2023 and additional funds totaling \$300,000 were allocated in the 2024 CIP budget. Staff has since revisited the type of building and resolicited quotes from additional vendors. Of the three returned quotes, QSI was the lowest in the amount of \$71,730. Staff has also assumed the project manager role and will oversee contracting of the remaining work necessary to complete the building project to include a concrete slab, electrical, and plumbing work. It is anticipated that we will still be within the original appropriation of \$150,000.

BUDGET IMPACT

The City of Leavenworth allocated \$300,000 in the 2024 CIP budget for this building project. The remaining funds will be required to finish concrete, plumbing and electrical work once the building is constructed. Approval for those services, if necessary, will be brought back to the City Commission at a later date.

COMMISSION ACTION

Authorize the Police Department to purchase a storage building from QSI for \$71,730.

ATTACHMENTS

1. Quotes from QSI, Gingerich Structures, and Wick Buildings.



www.qualitystructures.com

25 years experience

- PROPOSAL -

City of Leavenworth
Becky Beaver
100 N 5th Street
Leavenworth, KS 66048
Phone: 913-306-2813

April 18, 2024

Re: Building Proposal

Dear Becky Beaver

Thank you for your inquiry on a new building to be built by Quality Structures
Below are listed the specifications on which the price is based:

60' width x 80' length x 14' inside height
Roof System: 4' o/c trusses Loading: 20-5-10 standard
• Top Pitch: 4/12 Lower Pitch: Standard
8' o/c 3-ply laminated load bearing columns w/ uplift protection
Steel manufactured by Hixwood
Siding: 29 Gauge Painted Steel
Roofing type: 29 Gauge Painted Steel
4 - 12 x 12 Overhead Door(s) on endwall • Commercial Non-Ins 2402 • no Door Opener included • 115+mph
Windloaded • Color - undecided • Installed by QSI
2 - 3'x6'8" 6 Panel Fiberglass with 4 9/16 jamb, double bore Entry Door(s) - Inswing - Color:White
Manual Discount: \$6,800.00

This building erected on your level site is \$71,730.00.

This price is good for 7 days from the date of this letter.
Thank you and if I can be of any further assistance please feel free to call.

Yours truly,
Kyle Green
Quality Structures
167 HWY 59
Richmond, KS 66080
Cell # 785-893-2452



Thu Apr 18 2024

Stephanie Alexander
790 Thornton St
Leavenworth, KS 66048
913-306-2853 salexander@firstcity.org

Re: Free Standing Building Proposal

Dear Stephanie Alexander,

Thank you for your inquiry on a new project to be provided by Gingerich Structures
Below are listed the specifications on which the price is based:

Free Standing Building installed on your level site
60' width x 80' length x 14' inside height
Roof System: 4' o/c trusses Pitch: 4/12 Loading: 25-5-10 standard
Walls: 8' o/c TR laminated load-bearing columns with uplift protection
Siding: 29 gauge steel (Undecided Color)
Trim Color (Undecided Color)
Roofing Type: 29 Gauge Painted Steel (Undecided Color)
Flush Eaves
4 - 12 X 12 White Ins. Steel-Backed R-9 (Undecided Color) Overhead Door(s)
2 - 3' X 6'8" Steel Flush double bore for deadbolt Entry Door(s)

The cost for this project is \$86,300.00.

This price is good for 5 days from the date of this letter.
Thank you and if I can be of any further assistance please feel free to call.

Best Wishes,
Dan Schaefer
(816) 673-5236
Gingerich Structures
2600 NW Prairie View Rd.
Platte City, MO 64079

Additional available options:
+ Add Insulation/Underlayment: 5060 sqft of 1/4" Solex on Roof for \$3,729.15
+ Add 160 lineal ft of Gutter (Undecided Color)
+ Add Total feet of Downspout - 108 ft. Qty of Downspouts - 6 for \$3,140.42



PROPOSAL

OWNER/PURCHASER

City Of Leavenworth
100 N. 5th St
LEAVENWORTH, KS 66048
Phone: (913) 682-0650
bbeaver@firstcity.org

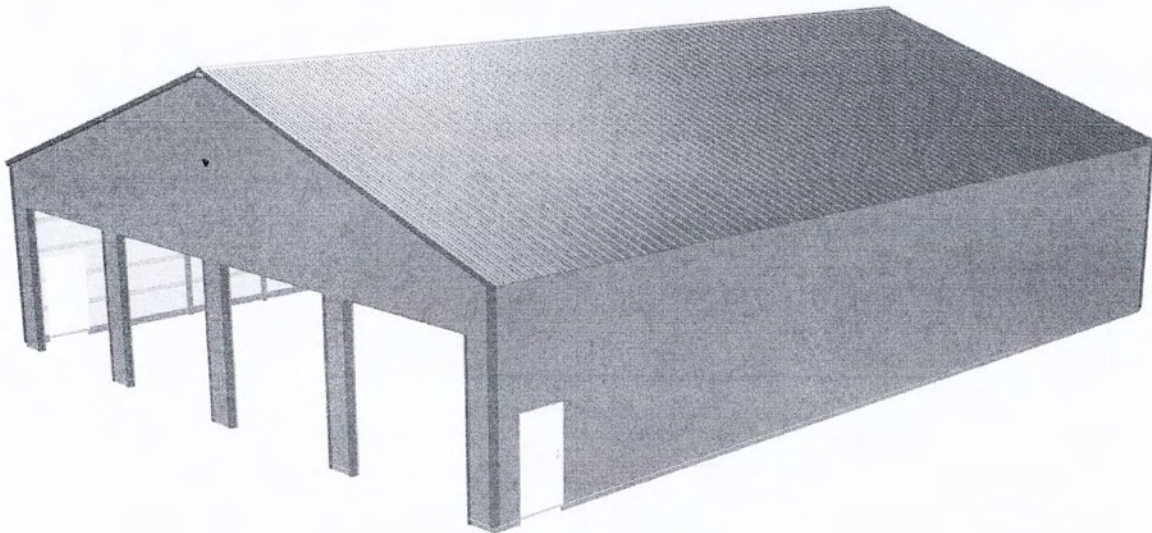
BUILDING SITE

790 Thornton St
LEAVENWORTH, KS 66048
County: LEAVENWORTH

BUILDER

CRAUN, TOM H
15119 LEAVENWORTH RD
BASEHOR, KS 66007
Phone: (913) 724-2418

Building Design





PROPOSAL

The Wick Advantage

1. **ENGINEERED TO PERFORM.** Every Wick building is designed to your specific needs by Wick's in-house engineering team using defined standards that stand the test of time. **Protect what's important to you – both now and for the long term.**
2. **INDUSTRY-BEST MATERIALS.** Wick uses only the finest building materials, down to the smallest component in your building. **Get the building you deserve.**
 - a. Lumber that meets or exceeds machine graded specs gives your building strength.
 - b. Fully hardened steel (80,000+ PSI) with UL ratings for fire, impact and wind uplift protects your building against the elements and reduces your insurance premiums with many providers.
 - c. Premium roof and sidewall fasteners that fight corrosion and reduce leaks.
 - d. All structural components are connected with fasteners, providing pull-out strength much greater than nails.
3. **DIVERSE PAINT OPTIONS.** Wick offers modern paint colors and options you can't find elsewhere. **Create the unique look that you want.**
 - a. Wick offers 38 forward-thinking paint options in solids, crinkles, and patterns.
 - b. Matching paint is readily available at 5,000+ Sherwin Williams stores nationwide.
4. **WICK HAS YOUR BACK.** Industry-leading warranty and service with 70+ years of experience behind it. A warranty is only as good as the company that stands behind it. **Wick gives you peace of mind.**



PROPOSAL

Storage Garage SPECIFICATIONS: 60' W x 80' L x 14' ICH

Bay Spacing: 10 @ 8' 0"

Roof Pitch: 4:12

Trusses: (11) SLC; All trusses with a 20 PSF Ground Snow Load

OPTION SPECIFICATIONS:

Doors / Windows

Overhead Door Frameout (12' 0" x 12' 0")	4 EA
Plyco Series 32, 3068 Solid Walk Door	2 EA
-- Plyco Series 32 Walk door Bright White	2 EA
-- Separate Dead Bolt Option	2 EA

Additional Items

IBC Gable-Pitched 60'x80', 14' ICH, 8' Bays	1 EA
-- SLC Truss	11 EA
Wick Construction Services	

PROJECT ITEMS:

Locksets Keyed Alike on Walk Doors With Same Lockset Type	1 EA
Structural Basic Plan Set	1 EA
Non-Illinois Structural Engineer Seal on Plan Set	1 EA

COLORS:

Roof		Wall		Doors & Windows	
Eave/Fascia/Gutter	Charcoal Gray	UCR Trim at Corner	Charcoal Gray	Overhead Door Trim	Charcoal Gray
Ridgecap/Ridgevent	Charcoal Gray	Wall Sign	Smoke Gray		
Roof Steel	Charcoal Gray	Wall Steel	Smoke Gray		
UCR Trim at Rake	Charcoal Gray				

Total Proposed Wick Investment: \$91,221

VALID DATES

Valid Until 5/15/2024



PROPOSAL

Items furnished and billed by Craun Construction

4 – 12'x 12' Mid America Model Regal non insulated steel doors
24 gauge hot dipped galvanized pre painted steel, 90 mph wind load -----\$10,300.00

No electrical, plumbing, excavation, site prep, concrete, trash removal, porta potty, or other construction services have been bid.

Minimum accessible work area to be at least 10' on all sides.

Thank You,

Tom Craun
Wick Builder

John Orrick
Sales Associate

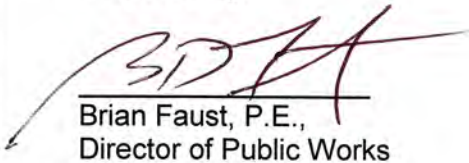
POLICY REPORT PWD NO. 24-23

CONSIDER APPROVAL OF THE DESIGN SERVICES CONTRACT WITH ALFRED BENESCH & COMPANY FOR THE 2025 PAVEMENT MANAGEMENT PLAN

City Project No. 2024-010

May 28, 2024

Prepared By:



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

Reviewed By:



Patrick Kitchens,
Interim City Manager

ISSUE:

Consider approval of the contract with Alfred Benesch & Company for the development of the 2025 Pavement Management Plan (PMP) and to finalize the Level of Service (LOS) Prioritization Model.

BACKGROUND:

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

Pavement Management Strategies:

- *Preventative Maintenance:* application of crack seals, thin non-structural surface seals (granite seal/pressure pave/micro-surfacing) and other treatments used to maintain and extend the service life of the pavement. Surface seals are most effective on streets that are in relatively good condition – keeping the good roads good.
- *Major Rehabilitation:* application of structural pavement overlays and other treatments to significantly improve the service life of the pavement. Mill and overlay streets may need localized full-depth base repairs and removal/replacement of the top 1 ½" to 2" of asphalt.
- *Reconstruction:* replacement of existing pavement with new pavement and base materials on streets to restore the original service life of the pavement.
- *Stop-Gap Measures:* includes pothole patching and small-scale full depth patching projects to address localized severe pavement failures.

Advantages of the PMP include:

- Improving the quality of the City's street network in a financially responsible manner.
- Data-Driven Defendable Project Prioritization Process that helps:
 - Maximize value and return on investment.
 - Prioritize projects not only on PCI (Pavement Condition Index), but considers other impacts to residents and motorists such as roadway classification, deterioration type, peripheral assets, traffic volumes, and many other factors.
- Implementing a plan that considers both immediate and long-term needs.
- Improved identification and submittals of funding sources/opportunities to supplement local City resources.
- Track and improve design and construction processes associated with roadway maintenance and reconstruction.

Starting in 2016, staff contracted with 'Stantec' to provide an independent objective pavement condition analysis of the City streets using digital evaluation techniques. The result of that effort was a pavement program between 2016 and 2019 that included a large number of streets that received 'Preventative Maintenance' using a surface granite seal.

In 2019, 'Stantec' re-evaluated and updated the pavement condition of City streets. At that time, the City's stated goal was to improve street conditions with an emphasis on bringing the City's overall street PCI rating up to a range of 65 – 75 (fair to satisfactory). The overall street condition, based solely on the PCI ratings, decreased from 54.2 in 2016 to 51.0 in 2019. An initial decrease in the PCI is not unexpected as it can take time to reverse the downward momentum of pavement deterioration. The city also used a combination of 'Preventative Maintenance' and 'Major Rehabilitation' in our program.

In 2023, the city again utilized Stantec to evaluate the roadways to help determine what effect previous pavement treatments were having. The PCI is starting to turn around and it showed an overall increased from 51 to 54.

In 2024, the city funded streets where 'Major Rehabilitation' was needed and did not apply any surface seal. A number of our streets are at a point where surface treatment is no longer effective and a failure to quickly address with a mill/overlay will result in the need for full reconstruction.

For 2025, the Pavement Management Plan and Prioritization Model includes:

- (1) Developing a specific street project list for 2025 with the majority of work involving mill/overlay (major rehabilitation) and the remainder either a Granite Seal or Ultrathin Bonded Asphalt Surfacing (UBS) treatment. The micro-surfacing done in the past has not held up and will not be used again until staff is convinced that issues have been addressed.
- (2) Finalizing the Level of Service (LOS) Prioritization Model with implementation plan. This model will be used to identify projects starting this year (2025).

Alfred Benesch has worked with Leavenworth since 2022 and has extensive successful experience in helping communities develop Comprehensive Pavement Management Programs. They also understand funding limitations and challenges working in communities of all sizes.

BUDGET IMPACT:

The cost for the 2025 plan development will occur in 2024. The current budget amount for 2024 is \$2,000,000.

2024 Cost Summary

Mill/Overlay Award (3/12/2024)	\$ 1,804,176.98
Change Orders (exact unknown – assuming 5%).....	\$ 90,210.00
Design of 2025 Pavement Plan	\$ 89,800.00
Total Estimated 2024 Cost	\$ 1,984,186.98

RECOMMENDATION:

Staff recommends approval of the design services contract with Alfred Benesch & Company for developing the 2025 Pavement Management Plan in an amount not to exceed \$ 89,800.

ATTACHMENT:

Design Contract - Alfred Benesch & Company

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

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

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

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on Project # 2024-010, Pavement Management Plan 2025. These services include providing engineering design and construction documents for the the 2025 Pavement Management Projects for up to two (2) bid packages (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 [REDACTED].

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 reasonable attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials to the extent caused by Engineer's negligent performance of Services under this Agreement. Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.
- b. Injury or damages received or sustained by any party to the extent caused by the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

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

The insurance coverages are as follows:

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

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION

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

ARTICLE 15 - DELAY IN PERFORMANCE

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

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

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

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

ARTICLE 16 - COMMUNICATIONS

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

Engineer:	Alfred Benesch & Company Brad Johnson, PE 123 SE 6 th Ave. Topeka, KS 66603 (785) 408-9413
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

ALFRED BENESCH & COMPANY

By: _____

By: Robert R. Krewson

Printed Name: _____

Printed Name: Robert R. Krewson

Title: _____

Title: Senior Vice President

ATTEST:

By: _____

Sarah Bodensteiner, CMC
City Clerk

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2024-010, Pavement Management Plan 2025

SCOPE OF SERVICES

BASIC SERVICES

The Project is specifically defined below:

Assist the City of Leavenworth with development of 2025 bid packages for pavement maintenance projects to be constructed in the Spring/Summer of 2025. The bid packages planned for the 2025 pavement maintenance projects are anticipated to include up to two (2) bid packages with an approximate budget of \$2M inclusive of design fees. These packages include Granite Seal and/or Ultrathin Bonded Asphalt Surfacing (UBAS), mill and overlay and a parking lot package. For each of the two (2) bid packages, two review submittals will be made which includes Field Check (50%) and Final Plans (100%). Bid Documents will be submitted to the City of Leavenworth for Advertisement. Fee buildup assumes that two (2) bid packages are completed and submitted for advertisement by the end of calendar year 2024.

Task 1. Project Management task will include the following:

1. Project Administration and Management – This includes client management, project management, and invoicing.
2. Project Meetings and Site Visits include the following:
 - a. Up to one (1) meeting in person with staff for each Bid Package (two (2) meetings total). This is assumed to be one (1) person for up to one (1) hour exclusive of travel time. Travel time and mileage is included in fee buildup.
 - b. Site Visits – One site visit with two (2) staff members for each bid package is included in this scope. Site visits are estimated to be four (4) hours in length exclusive of travel time. Travel time and mileage is included in fee buildup.
 - c. Street segment list development and modification for granite seal package and mill and overlay package. Street segment list selection tool will be used for initial project lists. Selection criteria and PCI thresholds will be determined with City in advance of running selection tool. Up to 12 hours for management and finalization of each list is included in this scope (24 hours total). Site visits above can be included as part of the list development if desired by the City. However, site visits for the project will be limited in number and duration in 2a-d above.
 - d. One City Commission Presentation for up to two (2) staff members for up to two hours exclusive of travel time.
3. PQMP – Development of Project Quality Management Plan.
4. Quality Control/Assurance. All deliverables will require a Quality Control review per Benesch Quality Management Policy. Includes up to four (4) hours review time for each deliverable submittal.

Task 2. The Granite Seal and/or UBAS package will include the following:

1. Project Manual will be developed similar to the Project for the recent 2023 Crack Seal and Microsurfacing Project No. 2022-990 Bid Package 1. Project Manual will include a summary of quantities table (per street segment).
2. Plan sheets will be developed with public domain aerial background and will include begin/end stations and hatching for area to be granite sealed similar to the crack/microsurfacing plans completed in 2023. No survey,

utility coordination, SWPPP, NOI or other permits are included. Pavement marking plans will be included only for those streets that currently have pavement marking and will be limited to replacement of existing pavement marking. No new pavement marking plans are included in this scope. Only one (1) street specific traffic control plan is included in Task 2 (likely a UBAS project if selected). Plan sheets will not be a stand-alone plan set but rather will be added into the Project Manual for bidding. Bid Package will include up to seven (7) street segment bid alternates.

3. Prepare Quantities and Engineers Estimate for each submittal.

Task 3. The Mill and Overlay package will include the following:

1. Acquire plans and project manual (bid package(s)) from the City of Leavenworth for the 2024 projects for Mill and Overlay. Incorporate any updated details/specifications from the plans/project manual received from the City of Leavenworth.
2. Project Manual will be prepared and shall include a summary of quantities table (per street segment) for both base bid segments and alternate bid segments.
3. Prepare design plans to include Title Sheet with location map, typical section and patching details, standard details, plan layout sheets and pavement marking using public domain aerial background. Full depth pavement patch locations will not be included but quantities will be estimated from a site visit. Inspector will decide actual limits of pavement patch in the field. Pavement marking plans will be included only for those streets that currently have pavement marking and will be limited to replacement of existing pavement marking. Plan sheets shall show limits of mill/overlay, approximate location of sanitary and storm sewer manhole locations, and approximate locations of water valves. Utility infrastructure will be identified using City's GIS and verified with google street view and/or captured during project site visit. Projects could include curb and gutter replacement, sidewalk and sidewalk ramps, and driveways. Generally, detailed design elevations will not be provided on the plans, but rather reference will be made to the standard details and requirements except in those areas that elevation information is critical/sensitive. Critical/sensitive areas with elevation information will be limited to two ramp quadrants or locations of similar size/extends. The survey for these areas is included/limited per subtask 4 below. No SWPPP, NOI or other permits are included in the scope for Task 3. Only three (3) street specific traffic control plans are included in Task 3. Bid Package will include up to three (3) street segment bid alternates.

Project will also include a parking lot as well that will be limited to a mill and overlay with full depth patching and pavement marking plan. Areas of full depth patching will be identified on a single plan sheet. Field work will not be completed by Benesch. Markups for placement on plan sheet will be provided to Benesch. No survey is included for the parking lot, but item 4 below can be included in a site visit to address a specific need on the proposed parking lot rehab.

4. Up to one (1) days of survey is estimated for this Task to confirm elevation sensitive items.
5. Prepare Quantities and Engineers Estimate for each submittal.

Task 4. Pavement Tool Instructions will include the following:

1. As a followup to the Pavement Management Financial and Project Selection Tool, the City has requested the development of an instruction manual that outlines the process for using the tool. The process will be highlighted with step by step instructions for how to use the tool and will be limited specifically to adjustment of funding, weighting of various factors, treatment costs and pci criteria. This effort is budgeted at 24 hours of time.
2. Benesch staff will make one (1) presentation to the City Commission and this will include time for development of a powerpoint presentation as well. This will be limited to up to two (2) staff members attending a meeting for up to two (2) hours exclusive of travel time. Travel time and mileage for this trip is included in the fee buildup.

Assumptions:

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

- Field Inspections are limited in number and hours per the scope. Additional or extended visits not anticipated can be provided but may be subject to additional scope/fee.
- No Public Meetings or Public Meeting preparations are included in this scope of services.
- One City Commission meeting preparation or presentations is included in this scope of services.
- Direct Costs (mileage) are limited to those number of trips specifically referenced in the scope of services. Additional visits/trips not anticipated can be provided but may be subject to additional scope/fee.
- Project Meetings are limited to those numbers shown in the scope of services. Additional meetings not anticipated can be provided but may be subject to additional scope/fee.
- Services in this scope are anticipated to be completed in 2024, and therefore no rate adjustments are anticipated for this project. If significant delays are encountered in the project, rate and contract value adjustments may be required.
- Bid documents will be completed with similar detail as depicted in the 2023 Bid Document Packages.
- Bid documents (necessary plan sheets) will be developed in AutoCAD and provided to City in PDF Format. Project Manuals will be developed in Microsoft Word and provided to City in PDF format.
- City will provide Benesch with example plans (and any updated specification sections) for reference prior to start of project. (Last Years Mill & Overlay Plans.)
- Effort with refinement and further development of the Pavement Management Financial or project selection tool or data analysis is not included in this scope.
- No Field Services (Including Construction Engineering/Inspection) beyond those specifically listed is included in Scope of Services.
- Surveying is likely required in some locations and is limited to one field day (see Tasks). No legal descriptions or property boundary/title research is included.
- Geotechnical Engineering or investigation is not included.
- No DBE Goals are Established for this Scope and Agreement.
- Benesch will be re-engaged annually as part of this agreement for a maximum of Five (5) Years. New annual agreements will be negotiated each year service is requested.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2024-010, Pavement Management Plan 2025

COMPENSATION

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

- A. For the Basic Services described in Attachment A, a time and materials basis in the amount of **\$89,800**. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.

Granite Seal Bid Package	\$ 24,000
Mill and Overlay Bid Package/Parking Lot	\$ 57,900
Pavement Tool Instructions & City Commission Presentation	\$ 7,900
TOTAL	\$ 89,800

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

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

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

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

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2024-010

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**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2024-010

SUPPLEMENTAL AGREEMENTS

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

The City of Leavenworth reserves the right to extend the use of this contract for the services prescribed in the scope of work beyond the 2025 Pavement Management Plan if mutually beneficial to both parties for up to an additional one (1) years. The City of Leavenworth will assess the performance of the Consultant at the conclusion of each year to determine if an extension of services is beneficial to the City. If the City elects to engage Consultant for future Pavement Management Plan services, a supplemental manhour and fee agreement will be negotiated for the extension of services at said time.

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. Geotechnical, or utility engineering design/coordination beyond those specifically listed in the scope.
- B. Bidding Services including Bid Tabulations.
- C. Inspection Services.
- D. Pavement Management selection or financial tool development or advancement.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
 Engineer: Alfred Benesch & Company
 Project Number & Name: 2024-010, Pavement Management Program 2025

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement. Engineer shall perform its services as expeditiously as is consistent with professional skill, care, and the orderly progress of the Project, but all times in accordance with the Project Schedule. 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.

All work anticipated with this scope will be completed by the end of 2024 assuming NTP received by May 28, 2024 with maximum 2-week review times for each submittal package.

1. Granite Seal/UBAS Bid Package
 - a. Initial List Development 30 days after NTP.
 - b. Final List 60 days after NTP (assuming 2 week turnaround for comments)
 - c. Field Check 30 days after Final List & receipt of previous Granite Seal documents
 - d. Final Check 30 days after comments received from Field Check
 - e. Sealed Bid Documents 30 days after comments received from Final Check

2. Mill and Overlay/Parking Lot Bid Package
 - a. Initial List Development 45 days after NTP.
 - b. Final List Development 75 days after NTP (assuming 2 week turnaround for comments)
 - c. Field Check 45 days after Final List & receipt of 2023 bid documents
 - d. Final Check 30 days after comments received from Field Check
 - e. Sealed Bid Documents 30 days after comments received from Final Check

3. Pavement Tool Instructions
 - a. Draft 90 days after NTP
 - b. Final 30 days after Review Comments received

**ATTACHMENT F
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: Alfred Benesch & Company
Project Number & Name: 2024-010, Pavement Management Program 2025

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.

**ATTACHMENT G
 TO
 AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
 Engineer: Alfred Benesch & Company
 Project Number & Name: 2024-010, Pavement Management Program 2025



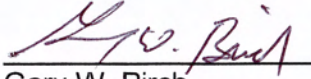
<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Project Manager I	\$175.00
Project Manager II	\$190.00
Senior Project Manager	\$222.00
Project Principal	\$265.00
Technical Manager I	\$165.00
Technical Manager II	\$200.00
Senior Technical Manager	\$235.00
Project Engineer I	\$140.00
Project Engineer II	\$160.00
Senior Project Engineer	\$186.00
Construction Representative I	\$107.00
Construction Representative II	\$115.00
Construction Representative III	\$130.00
Construction Representative IV	\$136.00
Construction Tech Representative I	\$80.00
Construction Tech Representative II	\$105.00
Construction Tech Representative III	\$122.00
Construction Tech Representative IV	\$128.00
Construction Tech Specialist	\$130.00
Construction Manager I	\$155.00
Construction Manager II	\$180.00
Senior Construction Manager	\$195.00
Designer I	\$110.00
Designer II	\$120.00
Senior Designer	\$155.00
Technologist I	\$69.00
Technologist II	\$95.00
Senior Technologist	\$140.00
Technical Specialist I	\$105.00
Technical Specialist II	\$130.00
Senior Technical Specialist	\$155.00
Senior Surveyor	\$140.00
Survey Specialist	\$120.00
Survey Assistant	\$95.00
Survey Crew	\$165.00
Intern	\$80.00
Project Assistant II	\$78.00

Schedule 2 Kansas/Missouri
Rates are good until 12/31/2024

**POLICY REPORT NO FD #2024-01
Fire Department 2023 Annual Report**

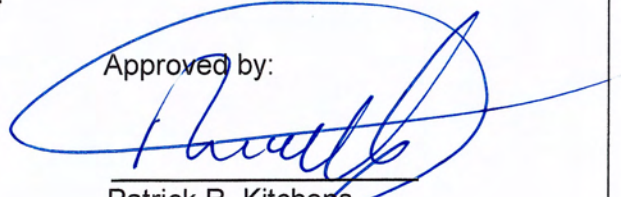
May 28, 2024

Prepared by:



Gary W. Birch
Fire Chief

Approved by:



Patrick R. Kitchens
Interim City Manager

BACKGROUND:

The Fire Department will be presenting the 2023 annual report to provide an overview of the Department's related activities.

Upon presentation, staff will make the report available on the Department website.

2023 Annual Report



Leavenworth Fire Department

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3 Chief Officers

4 Message from the Chief

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7 Incident Totals & Response Times

8 Risk Reduction

9 Training and Development

10 Capital Improvements



Chief Officers



Deputy Chief
Michael Shore



**Division Chief of
Prevention**
Andrew Brooks



Battalion Chief
Erin Bartlett



Battalion Chief
William McKeel



Battalion Chief
Chris Wolters

Message from the Chief



I would describe this year as returning to our new normal. While doing so, we also looked to continually improve, create and implement plans to keep us strategically moving forward.

Our personnel are dedicated to providing exceptional service to our community and our department continues to offer first-class emergency response, preparedness, and mitigation efforts.

The dynamics of our department has changed over the past several years with more tenured members retiring. Although every member hired meets the minimum recognized educational and training standard, our profession relies heavily on experienced members showing the way, as our crews encounter challenging emergencies each day.

Message from the Chief



Our business is not routine or an exact science as you often have to adapt and adjust to the challenge presented.

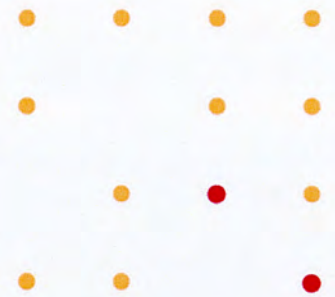
We continue to stay in tune with the physical and mental stress posed on our members. Along with our annual physicals, we hosted our first Peer Support course for first responders.

We began the planning and design phase to replace Station 3. The next couple of years will be busier as we move into the relocation and construction phase. I know we cannot accomplish these and future goals without the support of all our personnel, city staff, elected officials and our community.

I profoundly appreciate serving as your Fire Chief!

Gary W. Birch

EMERGENCY RESPONSE ACTIVITY



2023 Total Calls

3187

2023 Average Per Day

8.73

Motor Vehicle

Accidents

147

Rescue Calls

11

Water Rescues

5

Total EMS Calls

2,164



EMS % of Total

68%

Hazardous

Conditions

11

2023 Structure

Fires

38

Civilian

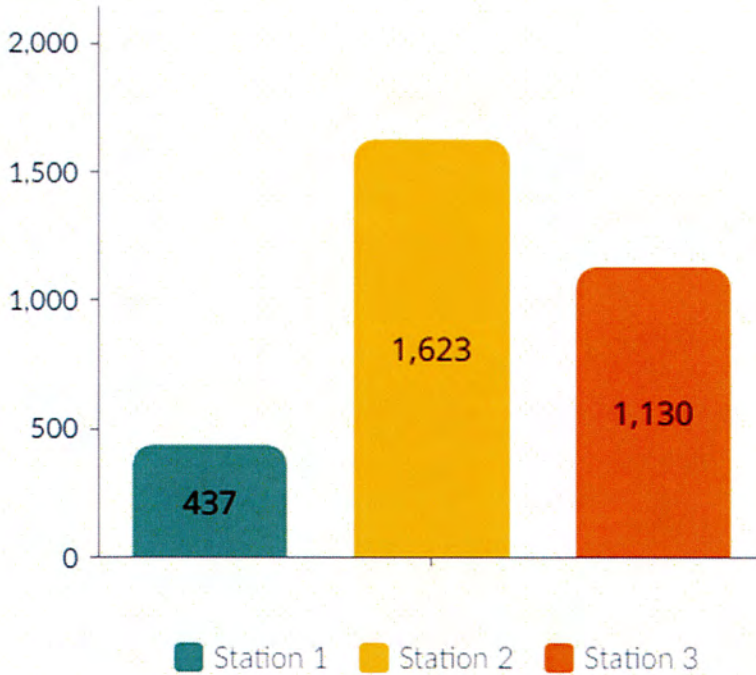
Injuries/Deaths

7/0

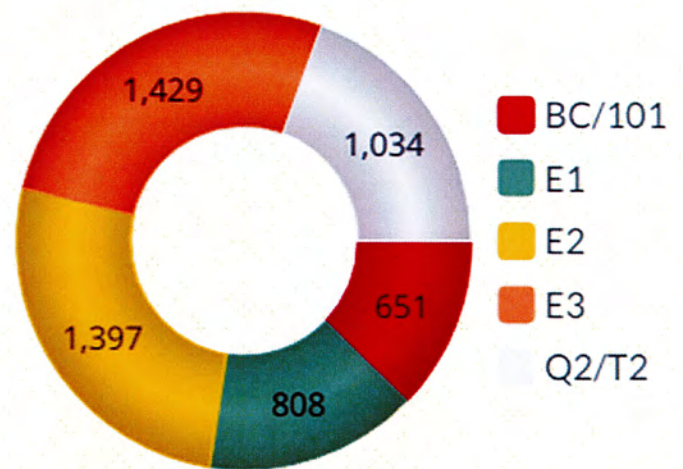
INCIDENT TOTALS & RESPONSE TIMES



Incidents by Fire Station



Incidents by Company



Fractile Response Goal

	National Average	Actual
Turnout Time	1:20	1:23 ✓
First Travel Time	4:00	3:29 ✓

RISK REDUCTION



Hydrant
Inspections
1,362

Hydrants
Flushed
420

Public Education
Programs
39

MUTUAL AID

22
Given



11
Received



Business
Inspection
827

Violations
617

Plan
Reviews
44

Smoke
Detectors
Installed
20

TRAINING AND DEVELOPMENT



6,596 TOTAL TRAINING HOURS

2,694

FIRE
SUPPRESSION
AND TACTICS



473.75

HAZMAT

252

TECH/SPECIAL
RESCUE



247

EMS CEU'S

1,514

APPARATUS
OPERATIONS

1,145

OFFICER
DEVELOPMENT

CAPITAL IMPROVEMENTS

- Concrete Replacement at Station 1



- Building Access Control System at Station 1 & 2



- Planning Phase of Station 3 Replacement



- Overhead Door Replacement at Station 1 & 2