



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, SEPTEMBER 26, 2023 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. Fire Prevention Week October 8-14, 2023 (pg. 02)

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from September 12, 2023 Regular Meeting and September 19, 2023 Special Meeting
Action: Motion (pg. 03)

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.*

Resolutions:

3. Resolution B-2347 Capital Fund Program Grant for Planter's II **Action:** Motion (pg. 14)
4. Resolution B-2348 Capital Fund Program 5 Year Action Plan and Capital Fund Annual Statement for Planter's II
Action: Motion (pg. 17)
5. Resolution B-2349 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) **Action:** Motion (pg. 35)

Bids, Contracts and Agreements:

6. Consider Award of Contract for Building Access Control System for the Fire Department **Action:** Motion (pg. 37)
7. Consider Award of Bid for Traffic Calming Devices Project North of Leavenworth High School **Action:** Motion (pg. 39)
8. Consider Award of Contract for Safe Streets and Roads for All Vision Zero Action Plan **Action:** Motion (pg. 43)

First Consideration Ordinances:

9. First Consideration Ordinance for Special Use Permit 722 S 5th Street to Allow Restaurant in Office Business District
Action: Consensus (pg. 84)

Consent Agenda:

Claims for September 9, 2023 through September 22, 2023, in the amount of \$932,229.52; Net amount for payroll #19 effective September 22, 2023, in the amount of \$402,946.91 (Includes Police & Fire Pension in the amount of \$7,134.65). **Action:** Motion

Discussion Items:

Other:

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

WHEREAS, *the City of Leavenworth is committed to ensuring the safety and security of all those living in and visiting our city; and*

WHEREAS, *fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and*

WHEREAS, *home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and*

WHEREAS, *the City of Leavenworth Fire Department is dedicated to reducing the occurrence of home fires and home fire deaths and injuries through prevention and proper education; and*

WHEREAS, *the City of Leavenworth residents are responsive to public education measures and are able to take personal responsibility to increase their safety from fire, especially in their homes; and*

WHEREAS, *the 2023 Fire Prevention Week theme, “Cooking safety starts with YOU. Pay attention to fire prevention™,” effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires, with nearly half (49 percent) of all home fires involving cooking equipment; unattended cooking is the leading cause of these fires.*

NOW, THEREFORE, *I, Jermaine Wilson, Mayor of the City of Leavenworth, Kansas hereby proclaim October 8-14, 2023 as:*

Fire Prevention Week

and urge all the people of Leavenworth, Kansas to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2023, and to support the many public safety activities and efforts of Leavenworth’s fire and emergency services.

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

Jermaine Wilson, 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 Jermaine Wilson (via telephone call-in), Mayor Pro-Tem Griff Martin, Commissioners Nancy Bauder, Edd Hingula and Camalla Leonhard (via telephone call-in).

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Chief Building Inspector Harold Burdette, Finance Director Roberta Beier, Parks & Recreation Director Steve Grant, Parks & Recreation Deputy Director Brian Bailey, Police Chief Patrick Kitchens, Public Works Director Brian Faust, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

PROCLAMATIONS:

Constitution Week September 17-23, 2023 – Mayor Pro-Tem Martin read the proclamation proclaiming September 17-23, 2023 as Constitution Week. The proclamation was accepted by Anna Cecil.

Leavenworth Awareness Walk 2023 - Mayor Pro-Tem Martin read the proclamation recognizing and commemorating the significance of the Leavenworth Awareness Walk. The proclamation was accepted by Sam Moore and members of Pi Omicron Lambda Chapter of Alpha Pi Alpha Fraternity, Inc.

National Suicide Prevention Awareness Month - Mayor Pro-Tem Martin read the proclamation proclaiming the month of September as National Suicide Prevention Awareness Month.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Bauder moved to accept the minutes from the August 22, 2023 regular meeting. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 5-0.

Second Consideration Ordinances:

Second Consideration Ordinance No. 8223 Adopt Standard Traffic Ordinance 50th Edition – City Manager Paul Kramer reviewed the Ordinance. There have been no changes since first introduced at the August 22, 2023 meeting.

Mayor Pro-Tem Martin called the roll and Ordinance No. 8223 was unanimously approved.

Second Consideration Ordinance No. 8224 Adopt Uniform Public Offense Code 39th Edition – City Manager Paul Kramer reviewed the Ordinance. There have been no changes since first introduced at the August 22, 2023 meeting.

Mayor Pro-Tem Martin called the roll and Ordinance No. 8224 was unanimously approved.

Second Consideration Ordinance No. 8225 Adopt 2023 Intersection Traffic Control Device Master Index – City Manager Paul Kramer reviewed the Ordinance. There have been no changes since first introduced at the August 22, 2023 meeting.

Mayor Pro-Tem Martin called the roll and Ordinance No. 8225 was unanimously approved.

Item Tabled on August 22, 2023:

Consideration of the 2024 Operating and Capital Budgets and Housing Authority Budget – City Manager Paul Kramer presented the revised 2024 Operating Budget. Following the statutorily required public hearing for the 2024 operating budget, which was held on August 22, 2023, the consideration of the 2024 Operating and 2024-2028 Capital budgets, along with a resolution to approve the housing budget, are before the City Commission. At the August 22, 2023 City Commission Meeting, the consideration of the 2024 Operating Budget was tabled, as staff was directed to reduce the mill levy by 0.419 mills. The proposed budget includes that reduction.

Mayor Wilson:

- Clarified that the money would be pulled from the Reserves to reduce the budget and reach the revenue neutral rate for 2024

Mayor Pro-Tem Martin:

- Asked if the City reached out to the Library about reducing their budget

Mr. Kramer:

- Communication was sent to the Library and the Library reaffirmed the budget they submitted to the City

Commissioner Bauder:

- Stated it's too late to ask them to make cuts, and they should get the budget they presented
- Ok with using Reserves but did not want to see it come out of Economic Development

Mayor Pro-Tem Martin moved to adopt the 2024 Operating and 2024-2028 Capital Budgets as presented. Commissioner Hingula seconded the motion and the motion was approved. Commissioners Leonhard and Bauder voted against the motion. Mayor Pro-Tem Martin declared the motion carried 3-2.

Commissioner Bauder moved to approve Resolution B-2344 approval of the 2024 Housing Budget for Planters II. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 5-0.

Mayor Wilson left the meeting and was no longer on the phone.

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

Josh Winter, 1118 Wildwood Street:

- Disappointed with sign issues with old Herken building
- Owner of building is having a hard time and would like to see consideration for the exception

Renee Chaput-Lemons 223 S 5th Street:

- Thanked Mayor Wilson and Commissioner Bauder for speaking with her about downtown businesses
- Would like Commissioners to visit with business owners to see what they need
- Would like the sign ordinances and permit process reviewed and revised
- Feels there is inconsistency in who follows regulations
- City should focus on empty and run-down buildings

Eric McPherson 200 S. Broadway:

- Has encountered red tape and road blocks for his building
- Was granted a parking variance
- Interior renovations have also been an issue and costly
- Sign variance was denied by the Board of Zoning Appeals
- Rooftop sign connected to the building isn't easy to take down
- Had an artist cover up the rooftop sign
- Has received code violation letters
- City should focus on run-down buildings

Glen Tesauro 2812 Garland Street:

- Feels sign ordinances should be looked at

General Items:

Consider Transient Merchant Permit Waiver for Dark River Artifact Show at Riverfront Community Center – City Clerk Sarah Bodensteiner presented for consideration an application for a waiver requested by John Kruid for the use of the Riverfront Community Center on April 6, 2024 for an artifact, rock and fossil collectors show. City Code prohibits Transient Merchant permits on city property, but does allow the City Commission to grant waivers. All fees for the use of the facility and permits would still apply should the waiver be granted.

Mr. John Kruid:

- Provided brief information about the event
- Asked if there is consideration to review the ordinance to see if there is an option to get a permit without coming before the Commission each year

Commissioner Bauder moved to grant the waiver of a Transient Merchant Permit for use of the Community Center for the Dark River Artifact Show on April 6, 2024. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

Consider Cereal Malt Beverage License for Leavenworth Mart LLC dba JK Mart 300 N 4th Street. – City Clerk Sarah Bodensteiner presented for consideration an off premise Cereal Malt Beverage License for Leavenworth Mart LLC dba JK Mart located at 300 N 4th Street. There is a change in ownership at the

location per State Law, licenses cannot be transferred. The application has been reviewed and approved by the Police Department.

Commissioner Hingula moved to approve issuance of 2023 off premise Cereal Malt Beverage License for Leavenworth Mart LLC dba JK Mart located at 300 N 4th Street. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

Review of Unsafe Fire Damaged Structure 707 Pawnee; Given 30 Day Extension at July 25th Meeting – Chief Building Inspector Harold Burdette provided the current status of the property granted a 30-day extension at the July 25, 2023 meeting:

- Fire occurred on March 29, 2023
- Building was recently sold
- New owners have obtained a building permit, issued on August 9, 2023
- Work has begun, but has not progressed to the point where any inspections have been performed

Juan, a representative for the property owners of 707 Pawnee Street:

- Permits are in place
- Work is on-going
- Roofing is new
- Trash has been cleaned up
- Property should be done in about 3 months

Mayor Pro-Tem Martin:

- Suggested 60 day extension and then a review to ensure progress continues

Commissioner Leonhard:

- Ok with the 60 day extension

Mr. Kramer:

- Stated if staff feels like progress has reached a point to release funds, they will bring the item back sooner

Commissioner Bauder moved to grant a 60 day extension to 707 Pawnee Street to allow more time for repairs to be made to the structure. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

Resolutions:

Resolution B-2345 Willcott Brewing Company Oktoberfest Special Event Street Closure for Possession & Consumption of Alcohol – City Clerk Sarah Bodensteiner presented for consideration a resolution allowing for closure of South 6th Street from Delaware Street to Cherokee Street for the Willcott Brewing Company Oktoberfest Beer Festival special event to allow for the sale, possession and consumption of alcoholic liquor.

Commissioner Hingula:

- Asked for clarification on the road closure

Commissioner Bauder:

- Asked if there are any concerns from the surrounding businesses

Mr. Sean Willcott:

- Stated the barrier will remain south of the Bank's drive thru exit until the Bank closes and then they will move the barrier up to Delaware Street
- Provided details and activities that will be at the event

Mr. Kramer:

- Thanked Mr. Willcott and his team as they have all been great to work with

Commissioner Bauder moved to approve Resolution B-2345 to close the street for the Willcott Brewing Company Oktoberfest Beer Festival Special Event as presented. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

Bids, Contracts and Agreements:

Consider Award of Bid for 2023/2024 Salt – Public Works Director Brian Faust presented for consideration approval for the purchase of up to 1,000 tons of salt for the 2023/2024 season from Central Salt LLC at a rate of \$58.74 per ton. Leavenworth County bids the purchase of salt each year and allows in the bid specifications for all cities within the county to purchase salt from the winning bidder at the awarded price. The county's bid opening was held on August 8, 2023 and Central Salt LLC out of Lyons, Kansas was the winning bidder. Public Works is utilizing salt brine to pretreat streets. Salt brine is applied before storm events and helps melt snow and ice from underneath. We initially started treating only the 'hot spots' but we have added significantly more capacity over the last year. As a result, we will be pretreating more streets in 2023/2024. The City currently has a significant stockpile of deicing material in our salt dome. Budget impact will depend on the severity of the winter season. Funding is available within the 2023 budget for purchasing the full 1,000 tons if needed.

Mayor Pro-Tem Martin:

- Asked about the salt market as compared to last year

Mr. Faust:

- Provided last year's per ton cost

Commissioner Bauder moved to approve the purchasing of rock salt from the Leavenworth County bid for rock salt at \$58.74 per ton for up to 1,000 tons from Central Salt LLC. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

Consider Approval of the Proposal for Services for Cody Park Sports Court Replacement Project – Parks & Recreation Director Steve Grant presented for consideration the proposal for design, plan development, specification development, and project administration for the Cody Park Sports Court Replacement Project. Programmed for the 2024 Capital Improvements Plan. The City issued a Request for Proposals on this

project and 1 response was received. VSR Design is a landscape, architecture and design firm that specializes in recreation and sports facilities. The City is familiar with their work as their team provided similar professional design and project management services for the reconstruction of the Sportsfield Complex in 2010/2011. There are funds available in the 2023 CIP and 2024 CIP funds for this project. Once the firm is selected, there will be scheduled public hearings to get public input on the project.

Commissioner Bauder:

- Stated a lot of people are looking forward to this and it's a long time coming

Commissioner Hingula moved to approve the proposal for design, plan development, specification development, and project administration for the Cody Park Sports Court Replacement Project from VSR Design, in the amount not to exceed \$63,615.00. Commissioner Bauder seconded the motion and was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

Consent Agenda:

Commissioner Leonhard moved to approve claims for August 19, 2023 through September 8, 2023, in the amount of \$6,598,639.40; Net amount for payroll #17 effective August 25, 2023, in the amount of \$396,105.71 (Includes Police & Fire Pension in the amount of \$7,134.65) and Payroll #18 effective September 8, 2023, in the amount of \$379,315.08 (No Police & Fire Pension). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

Other:

City Manager Paul Kramer:

- Clarified what discussion the Commission wants to see at a study session in regard to the items mentioned during public comment,
- Next week Assistant City Manager Holler will give a final update for CAMP Leavenworth
- Hard close of October 15th to close Splash Pad so we can remove features and winterize the space
- Doggy Splash event was another successful and well attended event
- There will be a Special Meeting next week to review benefits

Commissioner Hingula:

- Attended the opening campaign for United Way of Leavenworth County
- Behooves you to contribute, as monies stay in Leavenworth County

Commissioner Bauder:

- Apologized for missing the budget hearing
- Provided some budget history
- Stressed how important funding for economic development is
- Leavenworth has the 2nd lowest property tax rate in the State
- The State of Kansas isn't Revenue Neutral
- Asking people to call their State Representatives to get the valuations under control

Mayor Pro-Tem Martin:

- In regard to budgeting; some things are broken, it's statewide and countrywide
- Prayers go out to Mayor Wilson and his family

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 7:17 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC



CALL TO ORDER - The Governing Body moved from a study session to a special meeting and the following commission members were present in the commission chambers: Mayor Jermaine Wilson, Mayor Pro-Tem Griff Martin, Commissioners Nancy Bauder and Edd Hingula. Absent: Commissioner Camalla Leonhard.

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Human Resources Director Lona Lanter, Human Resources Deputy Director Michelle Meinert, Police Chief Patrick Kitchens and City Clerk Sarah Bodensteiner.

Mayor Wilson asked for a motion to open a Special Meeting.

Commissioner Bauder moved to open the special meeting. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Employee Benefit Plan Renewal – Human Resources Director Lona Lanter reviewed the recommendation for employee benefit coverages to be effective December 1, 2023. The City has maintained employee medical coverage through United Health Care since December 2005. Unfortunately, this year saw a tremendous increase in utilization which had a significant impact on our renewal. The renewal bid for United Health Care (UHC) came in at a 21.5% premium increase with plan design changes. The renewal for Delta Dental came in with a flat renewal, no premium increase and no plan design changes. The renewal for UHC Vision came in with no premium increase and no plan design changes, as this is the final year of our three year rate guarantee. Reviewed several plan design changes:

- Removal buy-up plan
- Deductible increases
- Change in Pharmacy plan
- Added an HSA Option
- Still offering 3 plan options for employees

Mayor Wilson:

- Asked if we have utilized the quarterly reviews with UHC

Mike Reilly:

- Stated they've been available, but the City has not hit the benchmarks
- The benefit package the City continues to offer is extremely rich against the overall market

Mr. Kramer:

- Making sure employees are fully cognizant of what plan they are choosing
- Touched on city budget impact
- Continue to monitor budget

Commissioner Martin moved to approve the benefit plan renewal as presented. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Resolution B-2346 Countywide Transportation Study Resolution of Support – City Manager Paul Kramer presented a resolution of support for the Countywide Transportation Study. Following the August 8th presentation to the City Commission of the final draft of the Countywide Transportation Study, presentations were made to all other Leavenworth County cities, as well as the Leavenworth County Development Corporation and Leavenworth County. The next step in the process, as the parties start the process to prepare to pursue funding, is to consider a resolution of support for the study. The resolution indicates that the major entities in the county are aligned with our priorities for long-term transportation in and out of the county. All parties being on the same page is a critical element in competing for state, regional and federal transportation funding.

Commissioner Hingula moved to approve and accept Resolution B-2346 a Resolution of Support for the Countywide Transportation Study as presented. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Mayor Wilson asked for a motion to close a Special Meeting.

Commissioner Martin moved to close the special meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Other Discussion:

City Manager Paul Kramer:

Briefed the Commission on the CoreCivic reuse development and noted several concerns:

- Lack of communication on a project that is located in Leavenworth City limits
- City was not contacted by any agencies for discussion; learned about this through social media
- Leavenworth Police and Fire Departments would be responding/responsible agencies as the facility is in the City limits should emergencies occur
- There has been no communication or meetings with the City
- Unanswered questions; fees, duration of contract, jurisdiction questions
- Legal considerations on Federal, State and Local levels
- There was no ability to provide briefing to elected officials or citizens
- City cannot answer any questions as we have not been informed or included
- City cannot be supportive of the project at this time

Chief Kitchens:

- Leavenworth Police Department previously had an agreement with CCA for response when they were operating
- Over time more resources and operational challenges presented themselves
- Prior to closing, discussions were being had about revamping the agreement to redefine scope and responsibilities
- Expressed concern about reopening of the facility
- Jurisdictional questions

- Language barrier concerns
- Prosecuting in municipal court questions
- Concern with citizen protest with immigration issues
- Leavenworth Police Department will stand ready and will respond for public safety should this proceed

Commissioner Hingula:

- Asked if the City has been provided any proposals

Mr. Kramer:

- Stated nothing has been shared with the City in writing

Commissioner Martin:

- State he has a lot of concerns
- In favor of communicating to county we are not on board

Mayor Wilson:

- Based on lack of information, would direct Staff to communicate that the City of Leavenworth is not supportive of this project at this time

City Commission provided consensus to direct staff to communicate to the Leavenworth County Board of County Commissions that the City of Leavenworth is not supportive of this project at this time.

Assistant City Manager Penny Holler:

- CAMP Leavenworth is this Friday and Saturday
- Fireworks at 8pm/dusk
- 5K is Saturday at 10am
- Free Entry
- Watching weather very closely
- 170 runners signed up for the 5K
- 20 local craft vendors this year
- Local food truck will be participating
- Prizes for the chalk art contest

Commissioner Hingula:

- Come to CAMP Leavenworth
- Looking forward to the event
- Thanked the volunteers

Commissioner Martin:

- Appreciate the effort to put together CAMP Leavenworth

Commissioner Bauder:

- Express her excitement for CAMP Leavenworth and the 5K

Mayor Wilson:

- Thanked volunteers and law enforcement for all the work they put in for CAMP Leavenworth

Time Meeting Adjourned 7:18 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

**POLICY REPORT
RESOLUTION TO ACCEPT THE 2023 CFP GRANT FOR PLANTERS II
September 26, 2023**

PREPARED BY:



Andrea Cheatom, Housing Manager
Leavenworth Housing Authority

REVIEWED BY:



Julie Hurley, Executive Director
Director of Planning and Community
Development

APPROVED BY:



Paul Kramer
City Manager

ISSUE:

Consider a resolution accepting the 2023 Capital Fund Program (CFP) grant (Grant# KS01P06850123) for Planters II in the amount of \$205,453.00

RESOLUTION:

The resolution is required by the U.S. Department of Housing and Urban Development (HUD). The CFP grant must be accepted annually by the City Commission.

COMMISSION ACTION:

Motion to adopt the attached resolution accepting the 2023 CFP grant for Planters II.

RESOLUTION NO. B-2347

A RESOLUTION ADOPTING THE 2023 CAPITAL FUND PROGRAM GRANT FOR THE LEAVENWORTH HOUSING AUTHORITY (PLANTERS II), LEAVENWORTH KANSAS.

WHEREAS, the Leavenworth City Commission is the legal Housing Authority for the City of Leavenworth, Kansas; and

WHEREAS, the 2023 Capital Fund Program Grant (Grant # KS01P06850123) in the amount of \$205,453.00 is specifically approved as a part of the approval process.

NOW, THEREFORE, BE IT RESOLVED BY THE LEAVENWORTH CITY COMMISSION ACTING AS THE LEAVENWORTH HOUSING AUTHORITY COMMISSION, CITY OF LEAVENWORTH, KANSAS, that the Capital Fund Program Grant has been appropriately adopted by Resolution of the Leavenworth City Commission.

BE IT FURTHER RESOLVED that a copy of the 2023 Capital Fund Program Grant is on file and available for public inspection in the Leavenworth Housing Authority Office, 200 Shawnee Street, Leavenworth, Kansas.

BE IT FURTHER RESOLED that this Resolution shall be effective from and after its passage as provided by law.

IT IS SO RESOLVED that this Resolution is passed and approved this 26th day of September, 2023.

Jermaine Wilson, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

2023 Capital Fund

OMB Approval No. 2577-0075 (exp. 08/31/2023)

Capital Fund Program (CFP) Amendment Annual Contributions Contract Terms and Conditions (HUD-52840-A)

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0075. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Whereas, (Public Housing Authority) Leavenworth Housing Authority KS068 (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into an Annual Contributions Contract ACC(s) Number(s) (On File) dated (On File)

Whereas, in accordance with Public Law 117-328, Division L, Title II,

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. When HUD provides additional amounts, it will notify the PHA and those amended grants will be subject to these terms and conditions.

\$ 205,453.00 for Fiscal Year 2023 to be referred to under the Capital Fund Grant Number KS01P06850123 PHA Tax Identification Number (TIN): On File UEI Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number On File

Now Therefore, the ACC is amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA projects. This CFP Amendment is a part of the ACC.

2. The PHA must carry out all capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates less than 250 public housing dwelling units, such PHA may continue to use the full flexibility in accordance with section 9(g)(2) of the Act.

3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.

4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.

5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.

6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.

7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. Provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.

8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).

(mark one) : Yes [] No [X]

10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.

11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program, the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-income housing in accordance with paragraph 7.

12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure time period. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall be the date on which such funding becomes available to the PHA for obligation. The PHA must have a recorded and effective Declaration(s) of Trust on all property funded with Capital Fund grants (all types) or HUD will exercise all available remedies including recapture of grant funding.

The parties have executed this CFP Amendment, and it will be effective on the date HUD signs below.

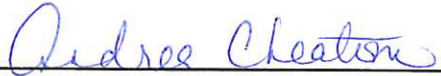
U.S. Dept of HUD By /s/ Marianne Nazzaro Title: Deputy Assistant Secretary Office Public Housing Investments Date: 02/17/2023 PHA (Executive Director or authorized agent) By [Signature] Title EXECUTIVE DIR Date: 6/14/23

Previous versions obsolete

form HUD-52840-A OMB Approval No. 2577-0075 (exp. 08/31/2023)

POLICY REPORT
RESOLUTION SUBMITTING 2023-2027 CAPITAL FUND PROGRAM FIVE-YEAR
ACTION PLAN AND THE CAPITAL FUND ANNUAL STATEMENT/PERFORMANCE
AND EVALUATION REPORT
September 26, 2023

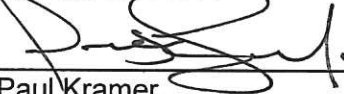
PREPARED BY:


Andrea Cheatom, Housing Manager
Leavenworth Housing Authority

REVIEWED BY:


Julie Hurley, Executive Director
Director of Planning and Community
Development

APPROVED BY:


Paul Kramer
City Manager

ISSUE:

Consider a resolution adopting and submitting the 2023-2027 Capital Fund Program Five-Year Action Plan and the Capital Fund Program Annual Statement/Performance and Evaluation Report for the Leavenworth Housing Authority to the U.S. Department of Housing & Urban Development for the operation of Planters II and Section 8.

PLAN:

The 2023-2027 Capital Fund Program Five-Year Action Plan and the Capital Fund Program Annual Statement/Performance and Evaluation Report will be electronically submitted to the U.S. Department of HUD. A paper copy of the CFP Annual Statement/Performance and Evaluation Report and the 2023-2027 Capital Fund Program Five-Year Action Plan are available at the Leavenworth Housing Authority office.

The plan is standard HUD format. It makes no changes to the operation of either Planters II or the Section 8 (Housing Choice Voucher) programs. Plan approval and submission to the U.S. Department of Housing & Urban Development is required annually. We currently enjoy a favorable status for both programs.

COMMISSION ACTION:

Motion to approve the plan (by adoption of resolution) and authorize its submission to HUD.

RESOLUTION NO. B-2348

A RESOLUTION ADOPTING THE LEAVENWORTH HOUSING AUTHORITY, (PLANTERS II) 2023-2027 CAPITAL FUND PROGRAM FIVE-YEAR ACTION PLAN AND THE CAPITAL FUND PROGRAM ANNUAL STATEMENT/PERFORMANCE AND EVALUATION REPORT, LEAVENWORTH KANSAS.

WHEREAS, the Leavenworth City Commission is the legal Housing Authority for the City of Leavenworth, Kansas; and

WHEREAS, the Leavenworth Housing Authority has prepared the 2023-2027 Capital Fund Program Five-Year Action Plan and the Capital Fund Program Annual Statement/Performance and Evaluation Report, including all attachments and certifications.

NOW, THEREFORE, BE IT RESOLVED BY THE LEAVENWORTH CITY COMMISSION ACTING AS THE LEAVENWORTH HOUSING AUTHORITY COMMISSION, CITY OF LEAVENWORTH, KANSAS, that the Leavenworth Housing Authority 2023-2027 Capital Fund Program Five-Year Action Plan and the Capital Fund Program Annual Statement/Performance and Evaluation Report, including all attachments and certifications are hereby approved and authorized for submission to the U.S. Department of Housing & Urban Development.

BE IT FURTHER RESOLVED that the policies and procedures identified in the plan have been appropriately adopted by Resolution of the Leavenworth City Commission and that a copy of the adopted plan and report is on file and available for public inspection in the Leavenworth Housing Authority Office, 200 Shawnee Street, Leavenworth, Kansas.

BE IT FURTHER RESOLED that this Resolution shall be effective from and after its passage as provided by law.

IT IS SO RESOLVED that this Resolution is passed and approved this 26th day of September 2023.

Jermaine Wilson, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



The Leavenworth Housing Authority conducted a public hearing pursuant to 24 CFR Part 905 reference to the 2023 Capital Fund Program grant on Tuesday, July 18, 2023 at 9:00 a.m.

All documents pertaining to the 2023 Capital Fund Program grant were available for public viewing.

The Public Hearing was held to answer questions pertaining to the 2023 CFP grant and to accept comments.



Julie Hurley, Executive Director

7/18/23

Date

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Leavenworth Housing Authority

Program/Activity Receiving Federal Grant Funding

2023 CFP Planters II - City of Leavenworth

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

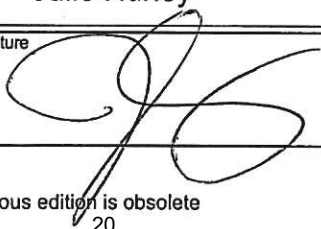
Name of Authorized Official

Julie Hurley

Title

Executive Director

Signature



Date (mm/dd/yyyy)

7/12/23

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 3/31/2024

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning January 31, 2023 in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

Leavenworth Housing Authority
PHA Name

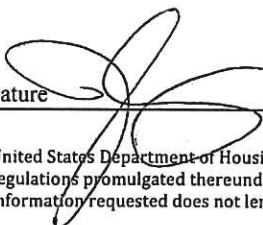
KS068
PHA Number/HA Code

I hereby certify that all the statement above, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Executive Director: Julie Hurley

Name of Board Chairperson: Jermaine Wilson

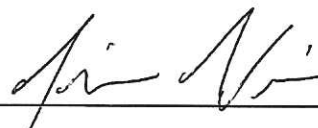
Signature



Date

7/12/23

Signature



Date

7/26/23

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 *et seq.*, and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

DISCLOSURE OF LOBBYING ACTIVITIES OMB Control Number: 4040-0013

Expiration Date: 2/28/2025

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="Leavenworth Housing Authority"/> * Street 1: <input type="text" value="200 Shawnee"/> Street 2: <input type="text"/> * City: <input type="text" value="Leavenworth"/> State: <input type="text" value="KS: Kansas"/> Zip: <input type="text" value="66048"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="border: 1px solid black; height: 100px;"></div>		
6. * Federal Department/Agency: <input type="text" value="KSO68"/>	7. * Federal Program Name/Description: <input type="text" value="Leavenworth Housing Authority"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text" value="205,453.00"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text" value="N/A"/> Middle Name <input type="text"/> * Last Name <input type="text" value="N/A"/> Suffix <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input type="text" value="Jermaine Wilson"/> * Name: Prefix <input type="text"/> * First Name <input type="text" value="Jermaine"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Wilson"/> Suffix <input type="text"/> Title: <input type="text" value="Mayor"/> Telephone No.: <input type="text" value="913-617-3667"/> Date: <input type="text" value="07/07/2023"/>		
Federal Use Only:		STANDARD FORM LLL (REV. 7/1997) Authorized for Local Reproduction



Criteria for Significant Amendment or Modification to the CFP 5-Year Action Plan

The following additions to the CFP 5-Year Action Plan shall constitute a significant amendment or modification: Demolition, disposition, homeownership, Capital Fund financing, conventional development or mixed-finance development.

JULIE HURLEY

Name of Executive Director

A handwritten signature in black ink, appearing to read "Julie Hurley", written over a horizontal line.

Signature of Executive Director

6/14/23

Date

Part I: Summary					
PHA Name: Leavenworth Housing Authority		Grant Type and Number Capital Fund Program Grant No. KS01P06850123 Replacement Housing Factor Grant No. Date of CFFP:		FFY of Grant: FFY of Grant Approval:	
Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (Revision No:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvement				
4	1410 Administration				
5	1480 General Capital Activity	\$205,453.00			
6	1492 MovingToWorkDemonstration				
7	1501 Collater Exp / Debt Srvc				
8	1503 RAD-CFP				
9	1504 Rad Investment Activity				
10	1505 RAD-CPT				
11	1509 Preparing for, Preventing and Responding to Coronavirus (1509)				

(1) To be completed for the Performance and Evaluation Report
 (2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 (3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
 (4) RHF funds shall be include here

Part I: Summary					
PHA Name: Leavenworth Housing Authority		Grant Type and Number Capital Fund Program Grant No. KS01P06850123 Replacement Housing Factor Grant No. Date of CFFP:		FFY of Grant: FFY of Grant Approval:	
Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (Revision No:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
12	9000 Debt Reserves				
13	9001 Bond Debt Obligation				
14	9002 Loan Debt Obligation				
15	RESERVED				
16	RESERVED				
17	RESERVED				
18a	RESERVED				
18ba	RESERVED				
19	RESERVED				
20	RESERVED				
21	Amount of Annual Grant: (sum of lines 2-20)	\$205,453.00			

(1) To be completed for the Performance and Evaluation Report
 (2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 (3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
 (4) RHF funds shall be include here

Part I: Summary					
PHA Name: Leavenworth Housing Authority		Grant Type and Number Capital Fund Program Grant No. KS01P06850123 Replacement Housing Factor Grant No. Date of CFFP:		FFY of Grant: FFY of Grant Approval:	
Type of Grant					
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (Revision No:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 Activities				
24	Amount of line 21 Related to Security - Soft Costs				
25	Amount of line 21 Related to Security - Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Signature of Executive Director /S/ MYR882	Date 03/10/2023	Signature of Public Housing Director	Date
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(1) To be completed for the Performance and Evaluation Report
 (2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 (3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
 (4) RHF funds shall be include here

Part II: Supporting Pages								
PHA Name: Leavenworth Housing Authority		Grant Type and Number Capital Fund Program Grant No. KS01P06850123 Replacement Housing Factor Grant No. CFFP(Yes/No):				Federal FFY of Grant:		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost ⁽²⁾		Status of Work
				Original	Revised ⁽¹⁾	Funds Obligated	Funds Expended	
KS068000001 - PLANTERS II	Chiller Replacement Project (Non-Dwelling Construction - Mechanical (1480), Non-Dwelling Interior (1480)) Description : Remove old Central chiller system and mechanics. Replace with entirely new system and mechanics.	1480		\$205,453.00				
	Total:			\$205,453.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Leavenworth Housing Authority					Federal FFY of Grant:
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ⁽¹⁾
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

(1) Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 2577-0274
 02/28/2022

Status: Approved

Approval Date: 07/01/2023

Approved By: ABNEY, LIZAMONET

Part I: Summary						
PHA Name : Leavenworth Housing Authority			Locality (City/County & State)			
PHA Number: KS068			<input checked="" type="checkbox"/> Original 5-Year Plan		<input type="checkbox"/> Revised 5-Year Plan (Revision No:)	
A.	Development Number and Name	Work Statement for Year 1 2023	Work Statement for Year 2 2024	Work Statement for Year 3 2025	Work Statement for Year 4 2026	Work Statement for Year 5 2027
	PLANTERS II (KS068000001)	\$205,453.00	\$200,495.00	\$200,495.00	\$200,495.00	\$205,453.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	PLANTERS II (KS068000001)			\$205,453.00
ID0009	Chiller Replacement Project(Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Interior (1480)-Mechanical,Non-Dwelling Construction - Mechanical (1480)-Central Chiller)	Remove old Central chiller system and mechanics. Replace with entirely new system and mechanics.		\$205,453.00
	Subtotal of Estimated Cost			\$205,453.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 2577-0274
 02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 2 2024				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	PLANTERS II (KS068000001)			\$200,495.00
ID0010	Chiller Replacement Project(Non-Dwelling Construction - Mechanical (1480)-Central Chiller,Non-Dwelling Construction - Mechanical (1480)-Cooling Equipment - Systems,Non-Dwelling Interior (1480)-Other)	Remove old Central chiller system and mechanics. Replace with entirely new system and mechanics.		\$200,495.00
	Subtotal of Estimated Cost			\$200,495.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 3 2025				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	PLANTERS II (KS068000001)			\$200,495.00
ID0007	Roof Exhaust Fan Replacement Project(Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs)	Replace all Exhaust fans on the roof		\$200,495.00
	Subtotal of Estimated Cost			\$200,495.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 2577-0274
 02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 4 2026				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	PLANTERS II (KS068000001)			\$200,495.00
ID0006	Update Elevators(Non-Dwelling Interior (1480)-Other)	Renovate Elevator interior		\$200,495.00
	Subtotal of Estimated Cost			\$200,495.00

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 5 2027				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	PLANTERS II (KS068000001)			\$205,453.00
ID0011	Copy of Update Elevators(Non-Dwelling Interior (1480)-Other)	Renovate Elevator interior		\$205,453.00
	Subtotal of Estimated Cost			\$205,453.00

POLICY REPORT

Consolidated Annual Performance and Evaluation Report (CAPER) 2022-23 September 26, 2023



Prepared By:

Julie McKeel
Community Development
Coordinator



Reviewed By:

Julie Hurley
Director of Planning
& Community Development



Reviewed By:

Paul Kramer
City Manager

DISCUSSION

Each year HUD requires a Consolidated Annual Performance and Evaluation Report (CAPER) to narrate the accomplishments of the previous program year, reflect the implementation of the Consolidated Plan, and acknowledge leveraging of Community Development Block Grant (CDBG) funds and Emergency Solutions Grant (ESG) funds received. The CAPER illustrates compliance with national objectives set by Congress for use of CDBG and ESG funds. The 2022-23 grant year (7-1-22 to 6-30-23) was the 1st year of the 2022-26 Consolidated Plan.

CDBG funds are an entitlement award from HUD to our City. As a brief summary of the 2022-23 grant year, CDBG funds provided 8 owner occupied homeowners with minor home repair assistance and 5 home buyers with financial assistance to purchase their home in our City. In neighborhood stabilization, the City demolished 2 unsafe, blighted residential structures, and 4 accessory structures to eliminate hazardous conditions in our residential communities. Additional neighborhood stabilization was accomplished with CDBG funds for sidewalk repair and replacement on Dakota Street from 5th to 7th. CDBG funds also provided rent or utility reimbursement to 5 public service agencies for the physical locations of their buildings. The agencies served 5,565 low and moderate income individuals of disadvantaged families, mental health needs and efforts to fight homelessness throughout the duration of their CDBG fund usage.

Kansas Housing Resource Corporation awards ESG funding to the City through an application process that includes qualified public service agencies. ESG funds were subawarded to a public service agency that served 9 households with rent and utility assistance over a nine month period.

The CAPER was presented to the Community Development Advisory Board and held a public hearing on Sept 11, 2023 for approval or disapproval before presentation to the City Commission. No public comments were received. The Community Development Advisory Board voted for approval of the CAPER to be presented to City Commission. The 2022 CAPER can be viewed on the City's website, https://www.leavenworthks.org/sites/default/files/fileattachments/planning_amp_community_development/page/8091/2022_caper_draft_eff_9-12-23.pdf.

RECOMMENDED ACTION

Motion to consider and approve the resolution approving the 2022-23 CAPER for submittal to the Department of Housing and Urban Development.

RESOLUTION NO. B-2349

**CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION
REPORT (CAPER)**

**BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION,
LEAVENWORTH, KANSAS,** as follows:

Section 1. The Consolidated Annual Performance and Evaluation Report (CAPER) for the period July 1, 2022, through June 30, 2023, is approved and shall be submitted to the US Department of Housing & Urban Development (HUD).

Section 2. The report shows completion of projects or contractual obligations of all funds available to the City through the Community Development Block Grant program for the report year as well as those projects completed during the year from prior program authorizations.

Section 3. The Community Development Advisory Board (CDAB) advertised a public hearing on August 25, 2023 and held the hearing on September 11, 2023, to provide opportunity for public response to the report. Written testimony for entry into the record was accepted until September 11, 2023. The report was published and available prior to the hearing date.

Section 4. The CDAB recommends the City Commission approve the report and submit to HUD.

Section 5. This resolution shall take effect and be effective from and after its passage as provided by law.

Passed and approved this 26th day of September 2023.

Jermaine Wilson, Mayor

{Seal}

ATTEST:

Sarah Bodensteiner, CMC
City Clerk

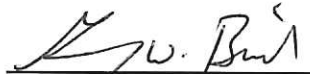
POLICY REPORT No. FD # 2023-02
FIRE DEPARTMENT BUILDING ACCESS CONTROL – MUNIS PROJECT #2303
September 26, 2023

Prepared by:



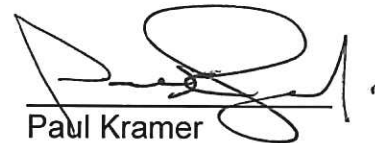
Mike Shore
Deputy Chief

Reviewed by:



Gary Birch
Fire Chief

Reviewed by:



Paul Kramer
City Manager

ISSUE:

The Fire Department is requesting approval to move forward with the purchase and installation of a building access control system for both fire station #1 and fire station #2.

BACKGROUND:

Fire station #1 and #2 do not currently have a building access control system, which leaves the stations vulnerable to unwanted intruders. We currently use manual keypad locks to enter the stations from the exterior doors and no locks for the doors leading from the apparatus bays into the station interiors. In order to change the door codes on our existing locks, it requires expensive work performed by a locksmith.

A building access control system will provide greater safety for our employees and our facilities. Building access will be much easier to control and limited to our current employees. With an access control system, we will be able to quickly add or remove access permissions for any individual through the software program and apply that to the doors at both stations.

The City of Leavenworth published an RFP on July 26, 2023 for the access control system project with a due date of August 10, 2023 at 5pm. The sealed bids were opened on August 11, 2023 at 8:30am.

Bids were received as follows:

Bidder	Address (City/State)	Base Bid
INA Alert	112 N Main, PO Box 96 Ellinwood, KS 67526	\$69,954.43
CSC	3621 NE Akin Drive, Lee's Summit, MO 64064	\$73,346.00
Johnson Controls	1800 International Park Drive Suite 500, Birmingham, AL 35243	\$73,497.90

RECOMMENDATION:

Staff recommends the base bid from INA Alert in the amount of \$69,954.43.

FINANCIAL:

The City's 2023 CIP included \$45,000 for the purchase and installation of the building access control systems.

The fire departments overhead door opener project will be approximately \$10,000 under budget. The rest of the remaining funds (\$14,954.43) would come from the cities reserve CIP sales tax fund.

POLICY REPORT PWD NO. 23-41

CONSIDER APPROVAL OF LOW BID FOR
CONSTRUCTION OF TRAFFIC CALMING DEVICES PROJECT
NORTH OF LEAVENWORTH HIGH SCHOOL

City Project 2022-995

September 26, 2023

Prepared by:

Reviewed by:

BF FOR MIKE STEPHAN

Michael Stephan,
Project Manager

BFA

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

[Signature]

Paul Kramer,
City Manager

ISSUE:

Consider bids received and possible award of the Construction of Traffic Calming Devices Project, North of Leavenworth High School.

BACKGROUND:

The City has received several requests to address concerns over excessive speed in the area north of the high school. The area is bounded by 10th (east), Klemp (west), Halderman (south) and Ohio (north).

In the spring of 2022, the City installed temporary 'speed humps' at two locations along Klemp Street. As these were designed for temporary use, staff removed them right after school was out for summer break. The plan was to reinstall them in the fall at slightly different locations. There was significant input by some along Klemp Street expressing frustration that these devices were removed. To address the backlash, City staff reinstalled the devices in June 2022.

As the devices the City installed were constructed using hard plastic/rubber, they were not designed to last for years or for the impacts of snow plows. During this same timeframe, additional requests were received for similar devices on adjoining streets.

Staff received direction from the Commission to move forward with a more comprehensive traffic calming solution north of the high school. The conceptual design along with the final design was completed by BG Consultants.

The project plans were prepared by BG Consultants and the project was advertised for bid in the Leavenworth Times and at Drexel Technologies. Bids were opened on September 19, 2023 and the bid results are shown below and in the attached bid tabulation.

Company	City	Base Total Bid
Kaaz Construction	Leavenworth, KS	\$ 99,569.00
MegaKC	Kansas City, MO	\$137,475.00
Freeman Concrete	Shawnee, KS	\$154,449.00
McConnell & Associates	Kansas City, MO	Incomplete
Engineer's Estimate		\$157,700.00

Kaaz Construction was the low bidder and met all bidding requirements. The prior work by Kaaz was completed within the required timeframe and specifications. The company has completed numerous projects for other cities in Kansas and Missouri and has the experience to satisfactorily perform this work for the City of Leavenworth.

The Traffic Calming Improvements are expected to begin later this fall with completion in 60 Calendar Days after Notice to Proceed. The project consists of new "Speed Humps" and Signage along Klemp, Grand, and South Streets in the area north of Leavenworth High School.

Inspection will be by City Staff.

POLICY:

The City Commission generally awards a contract to the lowest bidder if the bid is less than the Engineer's estimate and whose evaluation by the City indicates that the award will be in the best interest of the City. The low bid from Kaaz Construction was under the engineer's estimate and the contractor is well qualified for this work.

BUDGET IMPACT:

Funding is from the American Rescue Plan Act (ARPA).

RECOMMENDATION:

Staff recommends that the City Commission approve the low bid submitted by Kaaz Construction for the Construction of Traffic Calming Devices Project in the amount of \$99,569.

ATTACHMENTS:

Bid Tab

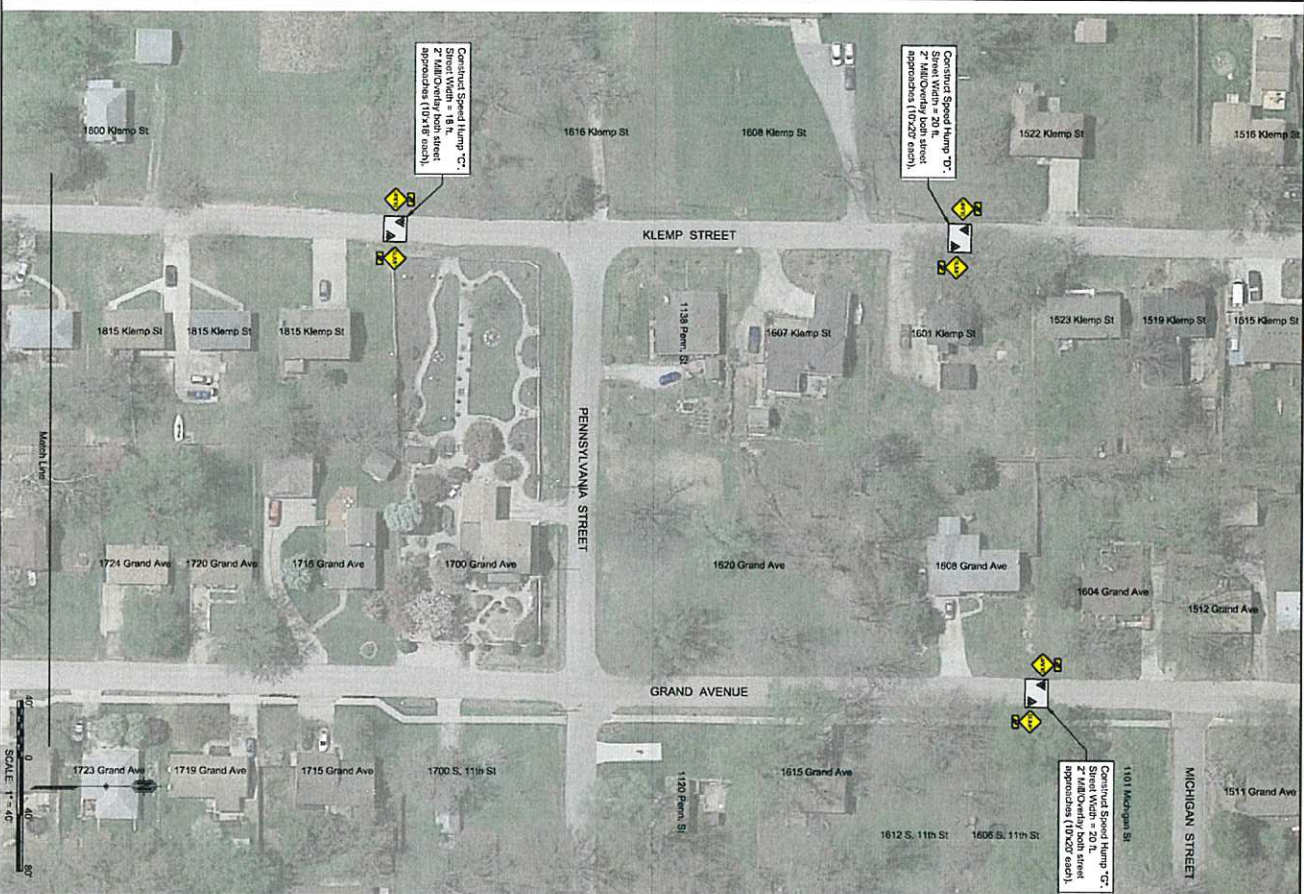
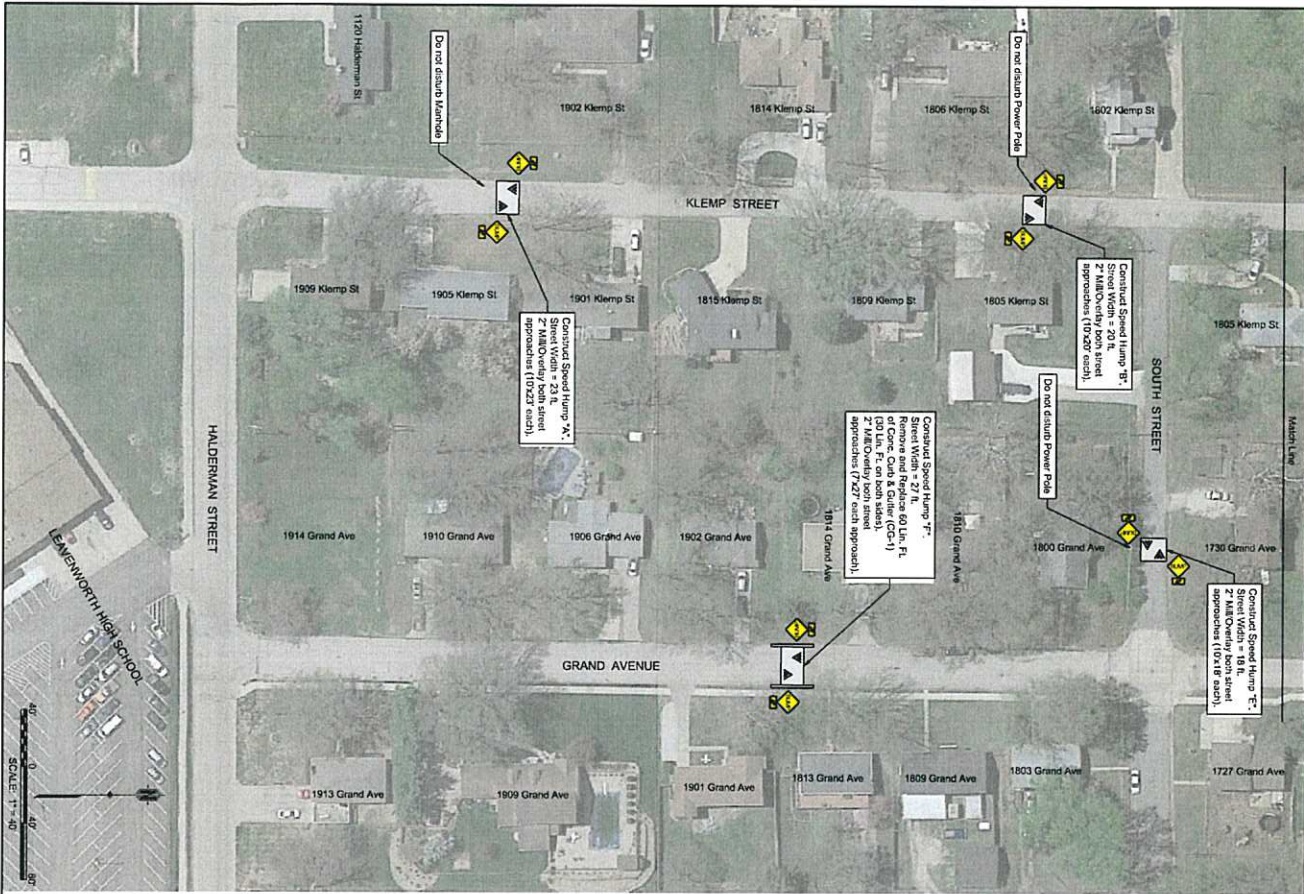
Location Map



CITY OF LEAVENWORTH
Project No. 2022-995
Traffic Calming Improvements Project
September 19, 2023

BASE BID

Item	Description	Unit	Quantity	Engineer's Estimate		KAAZ CONSTRUCTION		MEGAKC		FREEMAN CONCRETE	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Clearing and Grubbing	LS	1	\$3,000.00	\$3,000.00	\$1,400.00	\$1,400.00	\$5,000.00	\$5,000.00	\$48,200.00	\$48,200.00
2	Seeding	LS	1	\$5,000.00	\$5,000.00	\$2,675.00	\$2,675.00	\$1,175.00	\$1,175.00	\$3,250.00	\$3,250.00
3	Base Repair (Set Price)	CY	1	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
4	Milling	SY	306	\$25.00	\$7,650.00	\$24.00	\$7,344.00	\$25.00	\$7,650.00	\$54.00	\$16,524.00
5	Asphaltic Concrete Surface	TON	40	\$200.00	\$8,000.00	\$300.00	\$12,000.00	\$450.00	\$18,000.00	\$565.00	\$22,600.00
6	Remove and Replace Concrete Curb and Gutter	LF	60	\$100.00	\$6,000.00	\$70.00	\$4,200.00	\$110.00	\$6,600.00	\$68.00	\$4,080.00
7	Speed Hump A with Permanent Signing and Pavement Markings	LS	1	\$17,500.00	\$17,500.00	\$9,400.00	\$9,400.00	\$13,000.00	\$13,000.00	\$8,285.00	\$8,285.00
8	Speed Hump B with Permanent Signing and Pavement Markings	LS	1	\$17,500.00	\$17,500.00	\$9,400.00	\$9,400.00	\$11,900.00	\$11,900.00	\$7,315.00	\$7,315.00
9	Speed Hump C with Permanent Signing and Pavement Markings	LS	1	\$14,000.00	\$14,000.00	\$9,400.00	\$9,400.00	\$11,500.00	\$11,500.00	\$7,315.00	\$7,315.00
10	Speed Hump D with Permanent Signing and Pavement Markings	LS	1	\$17,500.00	\$17,500.00	\$9,400.00	\$9,400.00	\$11,900.00	\$11,900.00	\$7,580.00	\$7,580.00
11	Speed Hump E with Permanent Signing and Pavement Markings	LS	1	\$14,000.00	\$14,000.00	\$9,400.00	\$9,400.00	\$11,500.00	\$11,500.00	\$7,315.00	\$7,315.00
12	Speed Hump F with Permanent Signing and Pavement Markings	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$14,400.00	\$14,400.00	\$9,580.00	\$9,580.00
13	Speed Hump G with Permanent Signing and Pavement Markings	LS	1	\$17,500.00	\$17,500.00	\$9,400.00	\$9,400.00	\$11,900.00	\$11,900.00	\$7,580.00	\$7,580.00
14	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$5,500.00	\$5,500.00	\$12,900.00	\$12,900.00	\$5,775.00	\$5,775.00
				TOTAL BASE BID:	\$157,700.00		\$99,569.00		\$137,475.00		\$154,449.00



<p>Traffic Calming Improvements North of Leavenworth High School City Project #2022-995</p>			NO.	REVISIONS	DATE	INITIALS
<p>Plan of Proposed Speed Hump Improvements</p>						
<p>Prepared by: BG CONSULTANTS ENGINEERS - ARCHITECTS - SURVEYORS</p>						

<p>Scale: 1" = 40'</p> <p>3</p>	<p>13</p>
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POLICY REPORT PWD NO. 23-42

CONSIDER APPROVAL OF THE CONTRACT WITH WSP FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) VISION ZERO ACTION PLAN AND AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT

City Project No. 2023-021

September 26, 2023

Prepared By:



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

Reviewed By:



Paul Kramer,
City Manager

ISSUE:

Consider approval of the contract with WSP for the development of the Safe Streets and Roads for All Vision Zero Action Plan.

BACKGROUND:

The purpose of SS4A grant program is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries. The program focuses on the development of a comprehensive safety action plan and its implementation for all users of our highways, streets, and roadways, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. The program provides funding to develop tools to strengthen a community's approach to roadway safety and save lives and prevent serious harm.

The SS4A program provides funding for two types of grants:

- **Planning and Demonstration Grants** provide Federal funds to develop, complete, or supplement a comprehensive Safety Action Plan. Having an Action Plan in place is the foundation of the SS4A grant program. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region.
- **Implementation Grants** provide Federal funds to implement projects and strategies identified in an Action Plan to address a roadway safety problem. Projects and strategies may be infrastructure, behavioral, and/or operational activities. Implementation Grant funding requests may also include project-level planning and design activities, supplemental Action Plan activities in support of an existing Action Plan, and demonstration activities in support of an Action Plan. Applicants must have a qualifying Action Plan that meets the eligibility requirements to apply for Implementation Grants.

The City of Leavenworth applied for and was awarded a \$350,000 planning grant to develop a Vision Zero (Comprehensive Safety) Action Plan.

The Action Plan will be a living document based on the Core Elements for Vision Zero Communities and the Vision Zero Network's Guidelines for an Effective Vision Zero Action Plan, which outlines short, mid-term and long-term goals, short-term action items, indicators to track success, strong emphasis on data and equity, public outreach/engagement, social media interaction, visual materials, technical input (such as national best management practices), meeting preparation and support, task force meeting facilitation, and preparation of written plans and documents.

The Vision Zero Action Plan identifies recommended strategies and policies that will help eliminate deaths and serious injuries on our roads. These recommendations may relate to street design guidelines, funding allocations, education, and emergency responders. The Action Plan will also be used to identify and prioritize a set of Vision Zero street reconstruction projects and potential system-wide safety programs.

This project will include the following tasks:

- A. Project Management/Meeting Facilitation & Quality Control
- B. Plan Development
- C. Data Analysis and Review
- D. Public Engagement
- E. Communications/Branding Strategy

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.

CONSULTANT SELECTION:

The City of Leavenworth requested qualifications from firms that were interested in completing a Vision Zero Action Plan for the City. Three firms submitted their qualifications which were evaluated by our selection committee. The firms that submitted were:

- WSP USA w/ Kimley-Horn
- HDR
- Olsson w/ Fehr & Peers

All three firms have well established KC area offices. The selection committee was comprised of the following City staff:

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

Based on the review by the selection committee, WSP USA was the highest rated firm by all committee members.

BUDGET IMPACT:

The cost of \$349,977.64 will be funded by a combination of grant and City funds.

- Federal grant funding will cover 80% of the cost (approximately \$280,000)
- KDOT funding will cover 10% of the cost (approximately \$35,000)
- City funding will cover the remaining 10% (approximately \$35,000)

The City will be paying the cost for the plan and will be reimbursed through the process

POLICY:

The Federal funding requirements for the grant dictates that Qualifications Base Selections (QBS) process to select engineers for professional services. WSP USA was selected through a QBS process and they have significant experience with developing Vision Zero Action Plans across the country and overseas.

RECOMMENDATION:

Staff recommends approval of the contract with WSP for the Safe Streets and Roads for All Vision Zero Action Plan and authorize the Mayor to execute a contract in an amount not to exceed \$349,977.64.

ATTACHMENTS:

WSP Contract for Vision Zero Action Plan

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

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Leavenworth, Kansas (Owner) and WSP USA Inc. (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on 2023-021 City of Leavenworth Vision Zero Action Plan. These services include providing engineering design and construction documents for the development of a SS4A Comprehensive Safety Action Plan (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 shall be incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

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

ARTICLE 8 - STANDARD OF CARE

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

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including 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: David A. Church, P.E., PTOE, RSP₁
WSP USA
300 Wyandotte Street, Suite 200
Kansas City, MO 64105
(785) 633-4085

Owner: City of Leavenworth Engineering Division
100 N. 5th Street
Leavenworth, KS 66048
(913)-684-0375

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - SEVERABILITY

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

ARTICLE 19 - INTEGRATION

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

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

ARTICLE 21 - ASSIGNMENT

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

ARTICLE 22 - THIRD PARTY RIGHTS

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

ARTICLE 23 – RELATIONSHIP OF PARTIES

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

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

CITY OF LEAVENWORTH
Owner

By: Jermaine Wilson

Mayor
Title

Date:

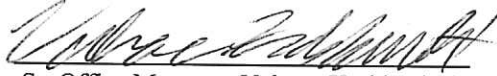
Attest: _____
City Clerk, Sarah Bodensteiner

WSP USA Inc.
Engineer

By:  Scott Cogan, P.E.

Local Office Leader
Title

Date: 9/19/23

Attest: 
Sr. Office Manager, Valaree Krabbenhoft

VALAREE DREIER
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: June 22, 2026
Commission Number: 22867703

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: WSP USA Inc.
Project Number & Name: 2023-021 City of Leavenworth Vision Zero Action Plan

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

To accomplish the goal of Vision Zero – eliminating traffic fatalities and severe injuries among all road users – the City of Leavenworth, KS is developing a **Vision Zero Action Plan (VZAP)**.

Based on the Safe System Approach, this Vision Zero Action Plan (VZAP) is:

- Incorporating broad community and stakeholder input
- Recommending actionable and measurable strategies and policies
- Outlining the most important contributing factors in fatal and serious injury traffic crashes using public input and a data-driven analysis
- Including comprehensive guidance for the responsible parties and City departments to help them implement what is needed to eliminate severe traffic crashes

The Action Plan will be a living document based on the Core Elements For Vision Zero Communities and the Vision Zero Network’s Guidelines for an Effective Vision Zero Action Plan, which outlines short, mid-term and long-term goals, short-term action items, indicators to track success, strong emphasis on data and equity, public outreach/engagement, social media interaction, visual materials, technical input (such as national best management practices), meeting preparation and support, task force meeting facilitation, and preparation of written plans and documents.

The Vision Zero Action Plan identifies recommended strategies and policies that will help eliminate deaths and serious injuries on our roads. These recommendations may relate to **street design guidelines, funding allocations, education, and emergency responders**. The Action Plan will also be used to identify and prioritize a set of Vision Zero **street reconstruction projects** and **potential system-wide safety programs**. It should be noted the City of Leavenworth is likely already working on projects that support Vision Zero outcomes.

This project will include the following tasks:

- A. Project Management/Meeting Facilitation & Quality Control
- B. Plan Development
- C. Data Analysis and Review
- D. Public Engagement
- E. Communications/Branding Strategy

The Engineer agrees to provide the following services.

TASK A. PROJECT MANAGEMENT/MEETING FACILITATION & QUALITY CONTROL

WSP uses many tools to facilitate successful project management and will follow our processes as specified by our ISO 9001:2015 certification. This includes creation of a Project Management Plan and a Quality Assurance/Quality Control Plan and requires adherence to other management plans and tracking/reporting processes. All work products and deliverables provided to the City will undergo our Quality Assurance/Quality Control Process (QA/QC). This process works so that all deliverables are checked, verified, corrected, and rechecked by different individuals to put forth the highest quality products, analyses, and documents.

As part of this task, a project kick-off meeting with key City staff will be held. At this kickoff meeting, the team will discuss project management processes, key staff, key stakeholders, and project scope, schedule, and budget. The WSP project manager will function as the single point of contact for City staff on the project and provide regular communications to the staff. City staff will be updated on project schedule, scope, and budget in monthly team meetings.

Technical Advisory Committee

The project management task will also include Technical Advisory Committee (TAC) involvement. WSP and City staff will collaboratively identify key stakeholders to include on the TAC. Upon identification of the TAC members, WSP will coordinate meeting logistics, communications, and other outreach with the TAC members. WSP will lead TAC meetings and provide all necessary meeting materials with appropriate support from City staff. WSP will provide notes and summaries of the TAC meetings. WSP will coordinate *up to* six (6) TAC meetings throughout the 12-month plan process. WSP will produce a Value and Mission statement document after the first TAC meetings are concluded to be presented to the public through the public engagement process.

Focus Area Working Groups

WSP will coordinate and facilitate *up to* seven (7) Focus Area Working Groups (FAWG) with support by City staff. WSP will work with City staff, and the TAC to collaboratively identify how many FAWGs are needed as well as identify key stakeholders to include on the FAWGs. WSP will coordinate meetings, communications, agendas, and other outreach with the FAWGs members. WSP will lead FAWGs meetings that will focus on areas such as Equity, Data, Enforcement, Engineering, Engagement/Communications, Education, and Culture Change and provide all necessary meeting materials with appropriate support from City staff. WSP will provide notes and summaries of the meetings. WSP will coordinate *up to* seven (7) meetings, at two (2) hours each for the FAWGs (assuming one meeting for the FAWGs) throughout the 12-month plan process.

Culture Change Goals

Goals for culture change will focus on the challenges and opportunities that each group has with Vision Zero implementation. WSP will seek to identify specific policies, processes, guidelines, laws, and political realities that could hinder Vision Zero implementation and identify solutions to those challenges. City's vision is that culture change discussions will primarily occur with the FAWGs, and TAC (Vision Zero Champions) meetings described above.

Task A. Deliverables:

1. Project Management Plan and Quality Assurance/Quality Control Plan
2. Kickoff meeting
3. Monthly progress reports/invoicing
4. Monthly team meetings
5. Coordinate and facilitate up to six (6) Technical Committee meetings
6. Coordinate and facilitate up to seven (7) Focus Area Working Group meetings
7. Attend and present at up to three (3) City Commission Meetings including work sessions and general sessions
8. Value and Mission Statement document in PDF editable format
9. WSP will prepare and present a final action plan to the City Manager and Mayor at the conclusion of the planning process.

TASK B. PLAN DEVELOPMENT

This task entails the development of the Vision Zero Action Plan (VZAP) document. The development of the VZAP will incorporate feedback from the public engagement efforts, Technical Advisory Committee (TAC) feedback, and data analysis insights. The core components of the plan development will include:

- Best Practices, Relevant Plans, and Literature Review
- Strategy Development
- Implementation Actions
- Monitoring

Best Practices, Literature, and Relevant Plans Review

WSP will follow Vision Zero Network's Guidelines for an Effective Vision Zero Action Plan in development of the Leavenworth VZAP. In addition, WSP will review Action Plans from up to five (5) peer Vision Zero Communities for information and considerations to be included in the Leavenworth VZAP.

WSP will review the Kansas Strategic Highway Safety Plan, led by the Kansas Department of Transportation's Bureau of Transportation Safety, that support the Kansas "Drive to Zero" statewide safety initiative. WSP and the City will review, and potentially utilize, existing resources provided by the Kansas Transportation Safety Resource Office (KTSRO), an office funded by the Kansas Department of Transportation, so there is a consistent message with targeted transportation safety education and enforcement campaigns statewide.

WSP will review relevant safety/transportation plans in Kansas and the Leavenworth Area such as the Leavenworth County Priorities for Progress Plan; Leavenworth 2030: First City, Future Forward Comp Plan; Leavenworth County KCATA Transit Plan; and any local/regional bicycle or pedestrian master plans. WSP will also review existing City policies, process, laws, and ordinances relevant to transportation safety, including but not limited to: CIP, traffic enforcement, complete streets, traffic calming, crosswalks, project-level safety analysis, etc. WSP will also search for relevant City ordinances or State laws related to implementation of safety treatments such as changing speed limits and utilizing automated enforcement. These plans, ordinances, and laws will be reviewed and summarized in relation to this project. An analysis of safety funding programs related to the implementation of safety treatments in the plans such as the Highway Safety Improvement Program and the Safe Streets and Roads for All will be reviewed. Relevant information on safety initiatives, safety targets and performance measures, safety issues, legal constraints, and funding opportunities will be included in the summaries.

WSP will search for relevant literature and best practices from other states, cities, or counties. Emphasis will be placed on sources related to data-driven, analytical, and equitable approaches to Vision Zero. Key findings of the included literature will be summarized and used to guide the subsequent tasks. Best practices identified across the sources will be distilled and synthesized as recommendations for consideration of changes to existing policies, laws, and ordinances.

Strategy Development

WSP will develop strategies related to three (3) key elements. These elements will be developed throughout the processes using the TAC, FAWGs and public engagement efforts as a guide through each step. These steps will include:

1. **Focus Area Identification** - WSP will present the data analysis results and suggested focus areas to the TAC for their feedback in finalizing focus areas.
2. **Countermeasure Identification for Focus Areas** - After Focus Areas have been developed, WSP will work with the FAWGs to identify appropriate safety-based countermeasures. The focus will principally be on engineering countermeasures and reference the FHWA Proven Safety Countermeasures and the AASHTO Highway Safety Manual guidance along with best practice recommendations from NACTO, NCHRP, and others. Engineering countermeasures will include both low-cost systemic improvements and major project improvements. WSP will also work to identify educational or enforcement strategies.
3. **Development of Short-term, Medium Term, and Long-Term Targets** - A key element to the strategy is what targets are useful, viable, and achievable. WSP will work with the TAC to develop safety targets intended to be effective and achievable. The long-term targets will focus on overall reduction of fatal and serious injury crashes and may provide more emphasis on specific demographic groups such as minorities or younger/older users who statistically are most vulnerable to traffic violence. The short-term and medium-term targets will focus on implementation activities that will lead to reduction in fatal and serious injury crashes.

Examples of short-term targets could include:

- Number of streets with lowered speeds and/or speed limits
- Number of traffic calming implementations
- Number of intersection safety projects implemented
- Number of “road diets” converting four-lane undivided roads to three-lane roads with a center two-way left turn lane
- Number of systemic safety treatments implemented city-wide

Implementation Plan

WSP will develop implementation recommendations in partnership with the TAC, FAWGs and City staff. The implementation plan development will consist of these three (3) tasks:

1. **Prioritization Model** - WSP will utilize a data-driven approach to develop a systematic prioritization model for project recommendations. This prioritization model will help identify infrastructure projects throughout the city in an objective manner that can be used to discuss the varying levels of needs in different neighborhoods of the city. WSP will facilitate a Prioritized Projects exercise to prepare the City to apply for SS4A Implementation funding and identify project needs well into the future.

2. **Action Steps and Responsible Party Designation** - WSP will work to identify specific actions steps. These steps may include identification of specific corridors for improvements, systemic improvements to be undertaken city-wide, educational campaigns, policy updates, or targeted enforcement efforts. Each of these action steps will be identified with the responsible party noted including the department or the official responsible for following up on implementation within a specified time frame.
3. **Design Guidelines, Policy, and Process Review** - WSP will recommend updates needed to the City's street design guidelines and policies, and processes related to Vision Zero implementation such as CIP planning, plan implementation, budgeting, and law enforcement. WSP will review current design guidelines, policies, and processes, and interview up to four City staff members to identify challenges and opportunities to Vision Zero implementation. WSP will only recommend updates for these items. WSP will not provide updated design guidelines, write policies, or develop updated processes under this contract. If development of these guidelines, policies, or processes is desired, such as an Access Policy Guide for the City, WSP will work with City staff for additional contract services.

Plan implementation and prioritization is typically the most challenging topic to address in the Vision Zero discussion as it involves funding allocations. Fatal and serious injury traffic crashes are not equally distributed throughout Leavenworth. To achieve Vision Zero, funding must be allocated to the locations where the greatest crash reduction can be generated, which can be politically divisive. WSP will work to facilitate discussions with the TAC to explain the needs of the community to the decision makers and convey the reasoning for all Implementation Plan decisions as it relates to equity, our values, and our goal of Zero.

Monitoring

The short, medium, and long-term targets identified in the Strategy Development phase and the action steps identified in the Implementation Plan should be continuously monitored. WSP will provide recommendations on development of a performance monitoring solution as well as party(s) responsible for ongoing monitoring in Leavenworth.

WSP will assist the City in quarterly reporting requirements for the SS4A Planning Grant funds by FHWA.

- **Progress and Financial Reporting**
 - **Quarterly Program Performance Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g. reports due on or before January 20th, April 20th, August 20th, and December 20th) and until the end of the period of performance (July 17, 2025), the Recipient shall submit to the USDOT a Quarterly Project Progress Report in the format and with the content described in Exhibit C (SF-PPR).
 - **Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year, the Recipient shall submit a Federal Financial Report using SF-425 until the end of the period of performance (July 17, 2025)

Vision Zero Action Plan Document

WSP will produce a VZAP document detailing all these elements outlined in this scope of services. This document will be produced as a print equivalent PDF plan document. The document will summarize all

tasks undertaken including stakeholder and public engagement, data analysis, and plan development. Each section of the document will be delivered in memorandum format as they are produced, and then combined into a single document at the end of the process. One draft and one final version of each of these documents will be provided. WSP will also deliver this plan as an interactive document available on the new Vision Zero website developed by WSP with support from the City. This website will be fully interactive with navigational links for easier use of the document and dynamic maps and charts.

Task B. Deliverables

- 1) One draft and one final version of the Vision Zero Action Plan as an editable PDF document will be provided for VZ website. Plan will include:
 - a) Executive summary
 - b) Public Engagement summary
 - c) Data analysis
 - d) Best practices, literature, and relevant plans review
 - e) Strategies
 - f) Implementation Plan
 - i) Definition/Role/Responsibilities of TAC and Focus Area Working Groups
 - g) Monitoring
 - Assist the City with quarterly reporting development for the FHWA
 - h) Quarterly Program Performance Reports (7 reports)
 - i) December 20, 2023; January 20, 2024; April 20, 2024; August 20, 2024; December 20, 2024; January 20, 2025; April 20, 2025
 - i) Quarterly Financial Status (7 reports)
 - i) December 20, 2023; January 20, 2024; April 20, 2024; August 20, 2024; December 20, 2024; January 20, 2025; April 20, 2025
- All new data created and utilized by WSP will be included and process used to create/improve that data will be summarized

TASK C. DATA ANALYSIS AND REVIEW

WSP will help build on the work that the City of Leavenworth has already done to provide more insights into the data. WSP will utilize the existing GIS and database assets from City staff to identify data insights into the state of safety in Leavenworth. All data analysis will be conducted on injury and fatal crashes only. No analysis of property damage crashes will be performed. This effort will consist of the following elements:

1. **Summary Statistics Analysis** - WSP will create a comprehensive summary statistical analysis of Leavenworth crashes. This effort will focus on using the crash database provided by the Kansas Department of Transportation. Data will be organized into charts and key takeaways to supplement the City of Leavenworth staff's existing work. This analysis will be used to identify highly impacted road users, contributing circumstances, crash types, and other risk factors.
2. **Crash Mapping** - WSP will map frequency of crashes and crash rates blocks, block groups, or tracts identified by the U.S. Census Bureau. One normalizing factor will be identified for calculation of crash rates. The normalizing factor may be population, roadway miles, vehicle miles traveled, or other factors.

3. **Systemic Analysis** - WSP will utilize the city street segment database incorporating roadway characteristics and land use context to perform a systemic analysis. The analysis will create a representation ratio for each element analyzed that identifies the relative proportion of crashes related to that element compared to the relative proportion of roadway miles that each element represents on the network. WSP will create crash trees to help identify features that contributed to heightened crash risk.
4. **High Risk Network Development** - After risk factors identified, WSP will develop scoring criteria to be assigned to elements that contribute to high crash risk corridors including elements like land use context, equity Areas of Concern, and infrastructure features. These criteria will be used to identify high crash risk corridors and a high-risk network of roads.
5. **High Injury Network development** - The high injury network (HIN) will be developed in a two-stage process. The first will identify high crash intersections and high crash roadway segments that are in the top percentiles for crashes per mile. WSP will then create the HIN based that logically encompasses the high injury intersections and segments. Summary statistics on the HIN will be performed to identify what percentage of crashes occurred on the HIN and what proportion of roadway miles the HIN represents compared to all roadway miles in Leavenworth.
6. **Equity Analysis** – As part of the SS4A program, an equity analysis will be conducted to document population characteristics of the study area and understand whether identified Environmental Justice (EJ)/Justice40 populations are disproportionately impacted by safety risks. For each of these population areas, WSP will assess whether crash history or crash risk is disproportionate in comparison to the region as a whole or applicable areas (e.g., rural/urban, large city/small city). This should include a review of crash data and contribution circumstances against specific Emphasis Areas of the Kansas Strategic Highway Safety Plan (e.g., older drivers, pedestrians/cyclists, impaired driving). WSP will evaluate the effectiveness of current safety measures in addressing the needs of these communities and identify and document any gaps or areas for improvements.

The WSP Team will utilize citywide vehicle, bike and pedestrian volume data and analysis through Replica. Both WSP and Kimley-Horn have access to Replica's data platform.

WSP will incorporate all the data analysis elements into the VZAP to support and justify the actions identified in the plan. The data will be used throughout the public engagement activities and with TAC and FAWGs coordination to illustrate the crash issues in Leavenworth. The data analysis will be used to help develop the Focus Areas and support the countermeasure selection and prioritization model. All analysis will be performed using Microsoft Excel, R. Studio, ArcGIS, or other software as appropriate. Final analysis files will be delivered to City staff in spreadsheet, database, or geodatabase format. Documentation of the methodology and analysis results is included as the Data Analysis section of VZAP outlined in Task B.

Task C. Deliverables

1. Summary statistics analysis results in spreadsheet or document format
2. Systemic analysis results in spreadsheet or document format
3. Crash maps in geodatabase format
4. High Risk Network maps in geodatabase format

5. High Injury Network maps in geodatabase format
6. Equity Analysis results and findings (to be incorporated with items 1-3 above)

TASK D. PUBLIC ENGAGEMENT

The following provides a high-level scope of engagement strategies and tools for conducting outreach and education for stakeholders, local businesses, and neighborhood leadership and community members. The strategic backbone and messaging of our engagement will emerge through facilitated engagements and events in coordination with City staff and elected officials to inform the VZAP. WSP will provide all meeting coordination, communication, and meeting facilitation with the support of City staff. WSP will work with the City of Leavenworth City Manager, Public Works Director, Planning Director, and Public Information Officers on all traditional and social media elements of the engagement, the general phases of which include:

- IDENTIFYING key audiences who include stakeholders and community members.
- ASSESSMENT to understand level of impact among key audiences and determine levels of engagement.
- DETERMINATION of appropriate engagement methods.
- ACQUISITION of needed resources and collaboration partners (e.g., TAC).
- PLANNING the community engagement.
- INTEGRATION of technical information, data and research into engagement materials and messaging.
- DELIVERY of engagement activities to inform, and capture feedback, input, and responses.
- ANALYSIS of the feedback, input, and responses, which may include discerning values and priorities.
- ACTIVATION to gather and provide peer-to-peer storytelling, timely/comprehensive updates, and community mobilization opportunities to key audiences (stakeholders and members of the community).
- EVALUATION of the process and continuing to advance engagement efforts with refinements as needed.

WSP will prioritize equitable processes and outcomes, engage with the community in meaningful, accessible, culturally relevant ways, and support involvement by respected community leaders and influencers. WSP will make efforts to reach out to marginalized and historically under-represented communities throughout the public engagement process. All public outreach will be provided in English language material, with the specific items of the Project Fact Sheet and Open House Postcard invitation provided in Spanish. The website may also be offered in Spanish via an auto-translation tool. For the Open House, in-person Spanish translation, and in person American Sign Language translation may be provided as needed.

As WSP delivers the engagement activities to inform key audiences of the broad issues facing the community resulting from traffic deaths and serious injuries, we are also receiving feedback, input and responses that help us assess values, priorities, and vision and inform the public. Facilitated stakeholder meetings and public meetings are typical methods to engage key audiences with the planning team and City staff to inform the Action Plan. WSP will provide:

1. **Public Involvement Plan.** WSP will outline the engagement activities in the Public Involvement Plan, which will incorporate all communications activities and public information anticipated throughout the lifecycle of the project, including support for the TAC engagement process. This

plan will also include initial Key Messages for use by the City and team. How we talk about traffic crashes, fatalities, and injuries is significant.

2. **Project Website.** WSP, with support from the City, will develop a story board for inclusion in the WSP-developed Vision Zero website. The Vision Zero website may be a subsite on the City's existing website and will be used to engage and inform the public regarding Vision Zero in Leavenworth. This website will serve as the portal for all project information and contain all publicly available material including data, meeting summaries, meeting video recordings, and the eventual VZAP. The Project Website will be tailored to educate the public on the issues related to Vision Zero and the need that all responsible parties can take to improve safety in Leavenworth. The Project Website will serve as the online portal for all information from Action Plan through Implementation, and will also promote Pop-Up Events, including key milestones, provide informational materials, and supplement social media.
3. **Social Media** - WSP will create a Social Media Plan to include goals, measurements, key messages, and draft posts to include effective hashtags and suggested media with a timeline throughout the project. Plan will outline the channels for use, the timing by month, topics, and tactics that will be used. The plan should provide guidance on social media strategy after the action planning process is complete.
 - a. This social media strategy will be augmented by a calendar of posts with associated text and graphics that WSP will organize for upcoming Pop-Up Events and Public Meetings. WSP will provide copy text and imagery for these social media posts, to be posted on existing City operated accounts.
 - b. WSP will coordinate with the City of Leavenworth communications and public involvement team for Social Media launch and ongoing outreach. WSP will not provide new social media accounts for the project and will rely on City staff to create all posts on existing social media accounts.
 - c. Written content will be in Microsoft Word format; visual content will be digital imagery.
 - d. WSP will provide content for the City to post. Up to fifty (50) posts will be prepared for Twitter and Facebook throughout the plan process. City staff will be responsible for monitoring the City's social media accounts and coordinating with WSP for any necessary responses or clarifications to posts.
4. **Contact Lists and Correspondence** - WSP will work to gather and map key audiences that include stakeholders, partner organizations and members of the public, identify those who will engage during the VZAP process. WSP will develop and maintain a mailing list for use during the project that will contain up to fifty (50) community groups, interested residents, agencies, local officials, and state elected officials. Key stakeholders and public officials will be identified appropriately on this list. All interested parties will be encouraged to add their names to the electronic mailing list. The City staff will share with WSP existing, relevant project mailing lists and electronic mailing lists to begin the mailing list. All official email correspondence will be sent from City staff and directed to City staff for public feedback. City staff will forward all communication to WSP for review and input, as necessary.
5. **General Project Newsletter** - WSP will develop up to three (3) newsletters to be distributed at key milestones throughout the project. Newsletters will be distributed by WSP electronically. Newsletter will direct recipients to the project website for further project information and signing up for the mailing list.

6. **Media Relations** - WSP will assist City staff in their exchange with local news media outlets and trade publications. WSP will review and support development of news releases, media advisories and supporting material for traditional media. An introductory media kit will be developed including a fact sheet will be prepared and provided to distribute with media releases developed by the City. The fact sheet will provide information about traffic safety in Leavenworth, general Vision Zero information, the VZAP plan process, and ways to engage.
7. **Community Outreach Meetings and Events** – This includes stakeholder meetings and pop-up events that WSP will coordinate and implement. Pop-up events to be held at existing events or high-activity locations such as community centers, festivals, fairs, libraries, farmers markets, grocery stores, or coffee shops. City Commission members should be consulted for locations in their districts, scheduling public outreach as well as commission member attendance. WSP will organize the set-up of project tables/booths to share information and capture sign-ups and storytellers. Up to eight (8) pop-up events will be held and the events will be up to two (2) hours in duration each.
8. **Online Feedback** - To help learn the importance safety plays in Leavenworth’s transportation system, and better understand the challenges each area of the community has regarding transportation safety, WSP will conduct up to three (3) online surveys. Survey content will be developed with input from the TAC, and City staff to share through digital outreach by WSP and during Pop-Up Events related to community priorities and emphasis areas. WSP will develop the survey content and summarize results, as well as develop an online crowdsourcing map platform for the public to identify areas of concern and opportunity throughout the community. WSP will use a crowdsourcing mapping platform such as ArcGIS StoryMap, Mapme, or Wikimapping as appropriate, and embed on the Project Website. Themes identified from this feedback will be used to help guide the VZAP.
9. **Public Meeting** - WSP will coordinate, host, and facilitate a public open house meeting to present the initial recommendations of the Vision Zero Action Plan for review, discussion, and comments. This meeting will provide an overview of the planning process, statistics and research learned, implementable safety features to address public and stakeholder concerns, and allow for final public comment and feedback. Participants will learn of and share feedback on workshop results (values, priorities, and proposed improvements), the ongoing development of the VZAP (its process, safety information and statistics). The meeting will be held as in-person meeting. After the meeting has ended, WSP will solicit public comment through an online form for up to two (2) weeks afterwards. WSP will prepare and place a public advertisement about the open house in print and digital publications. WSP will be responsible for scheduling the open house and will pay for all facility and food costs at the meeting venue and include in direct expenses.
10. **Engagement Summary** - After the open house, WSP will summarize the input from the public. This input, along with the input from the other public involvement activities from the entire project will be used to update and further develop materials for driving engagement with and understanding of the VZAP.

Task D. Deliverables

1. Public Involvement Plan in PDF format
2. Project website and storyboard development
3. Social media plan, content, and schedule
4. Key Audience Contact List
5. General Project Newsletter – up to three (3) Newsletters in PDF and print format

6. Media Relations with local news media outlets/ trade publications, including up to two (2) press releases / media advisories in PDF format and support for media interviews.
7. Community Outreach Meetings and Events – up to eight (8) Pop-Up Events
8. Online Feedback – up to three (3) online surveys
9. Public Open House – One (1) public open house hosted in-person with online comment form
10. Engagement Summary detailing all engagement activities in PDF format

TASK E. COMMUNICATIONS/BRANDING STRATEGY

WSP will work with City staff to prepare the communications and branding strategy, as well as the templates for informative materials for use during the project. WSP will create a project brand consisting of the overall project messaging, goals, visual identity, and commitment to the community. The brand will be used as the foundation for our outreach efforts. The project brand will encompass all our efforts and be used in community-facing materials including the project’s website, social media, graphic design (maps, fact sheets, presentations, banners, posters, ads, mailers, and social media graphics), swag (free giveaway items), media relations, community canvassing, multilingual outreach, and all workshops and meetings. The brand strategy helps to determine the engagement goals, vision, and values, and our team will develop the brand to reflect those. The elements of the project brand will include:

- Project Name
- Project Message
- Project Logo
- Brand fonts, color palette, and icon library
- Quick Reference Brand Guidelines
- Fact Sheet with FAQs design template (translated into Spanish)
- Word masthead design template for announcements
- Postcard design template (translated into Spanish)
- Board design template
- Project location map(s)
- PowerPoint design template
- Word final document design template
- Four (4) infographics design templates
- Social Media design templates

In addition, WSP will integrate all these inputs into the development of educational materials for City staff to use with their colleagues at various levels (e.g., department heads, designers, officers, and others), as well as elected officials in differing roles. The materials will inform and educate about traffic safety in Leavenworth and promote greater understanding of Vision Zero, the VZAP plan, and ways to drive engagement and adoption of the VZAP plan. The City in Vision Zero Workshops can offer these educational materials, consistently on an annual basis to key stakeholders, staff, and contractors regardless of tier.

Task E. Deliverables

- Project brand mark in JPG / PNG formats
- Project brand communication guidelines in PDF format
- Project brand strategy in PDF format
- Vision Zero materials in PDF / PPT format

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.

- Traffic volume (vehicles, pedestrians, bicycles) field data collection
- Reviewing individual crash reports
- Preliminary design of safety countermeasures at specific locations

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: WSP USA Inc.
Project Number & Name: 2023-021 City of Leavenworth Vision Zero Action Plan

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, Cost Plus Fixed Fee in the amount of \$349,977.64. 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.

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

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

Phase	Item of Work	Project Manager	Quality Assurance/PIC	Lead Engineer	Senior Engineer	Engineer	Associate Engineer	Assistant Engineer	Lead Planner	Senior Planner	Public Involvement Lead	Project Accountant	Total	
TASK A. PROJECT MANAGEMENT/MEETING FACILITATION & QC														
	Project Management Plan and Quality Assurance/Quality Control Plan	4	4											8
	Kickoff meeting (in-person)	4		2	2	2					2			12
	Monthly progress reports/invoicing	12										24		36
	Monthly team meetings (virtual)	16			12	12					12			48
	Six (6) Technical Advisory Committee meetings (in-person)			8	8	16					16			64
	Seven (7) Focus Area Working Group meetings (in person) managed by WSP	14		14		14					8			50
	Three (1) City Commission Meetings (in person)	6				6								12
	Value and Mission Statement	4		2		2					2			10
	Present final action plan to City Manager and Mayor (in person)	8				4								12
	PROJECT MANAGEMENT/MEETING FACILITATION & QC SUBTOTAL	80	4	26	22	56	0	0	0	0	40	24	252	
TASK B. PLAN DEVELOPMENT														
	Executive summary					8								8
	Public engagement overview										24			24
	Data analysis						8		4	24				36
	Best practices, literature, and relevant plans review	2		2	4					16				24
	Strategies													0
	Focus Area Identification	4		4	4	4								16
	Countermeasure Identification for Focus Areas	4		4	4	4								16
	Development of Short-term, Medium Term, and Long Term Targets	4		4	4	4								16
	Implementation Plan													0
	Prioritization Model	4												4
	Action Steps and Responsible Party Designation	2		4					4	4				12
	Design Guidelines, Policy, and Process Review	2												6
	Monitoring (including asst. City with FHWA reporting thru July 2025)	4				8			4					24
	One draft version of the Vision Zero Action Plan	8			6	24		24		12				64
	One final version of the Vision Zero Action Plan	8			4	8		8						28
	Quality Control		2	4					4					10
	PLAN DEVELOPMENT SUBTOTAL	42	2	20	26	64	8	32	16	56	24	0	290	
TASK C. DATA ANALYSIS AND REVIEW														
	Summary statistics analysis													4
	Systemic analysis				2	4	6				24			36
	Crash maps										4			4
	High Risk Network maps				4	8					40			52
	High Injury Network maps				4	8		5			40			57
	Equity Analysis										6			6
	Quality Control		4	8										12
	Data Analysis and Review Subtotal	0	4	8	10	20	6	10	0	118	0	0	176	
TASK D. PUBLIC ENGAGEMENT														
	Public Involvement Plan	2									8			10
	Public Outreach Phase 1: Assess and Inform													0
	Project website	4				6			8	12	12			42
	Social media	2				4					4			10
	Contact Lists and Correspondence	2				2					2			6
	General Project Newsletter	3				6					6			15
	Public Relations	8				8					8			20
	Eight (8) Pop-Up Events	2				2					24			32
	Three (3) Online Surveys	2									2			6
	Online Crowdsourcing Map	2								2				6
	Public Outreach Phase 2: Integrate									2				0
	Engagement Report draft development	4				8								16
	Public Outreach Phase 3: Activate													0
	One (1) public open house hosted (in-person)	4	4	4	4	4			8	8	300			336
	Engagement Report final development	2		4		4					8			14
	Quality Control		2	4										8
	Communication Subtotal	39	6	8	4	44	0	0	16	22	392	0	531	
TASK E. COMMUNICATIONS/BRANDING STRATEGY														
	Project brand mark in JPG / PNG formats	2									12			14
	Project communication guidelines in PDF format	2									12			14
	Project brand strategy in PDF format	2									12			14
	Vision Zero Workshop educational materials in PDF / PPT format	2				4					12			18
	Quality Control		4	4										8
	Communications/Branding Strategy Subtotal	8	4	4	0	4	0	0	0	0	48	0	68	
Engineering Services Labor Summary														
		169	20	66	62	188	14	42	32	196	504	24	1317	
	Raw Labor Rate	\$ 70.00	\$ 85.00	\$ 79.00	\$ 70.00	\$ 52.00	\$ 43.00	\$ 33.00	\$ 81.00	\$ 54.00	\$ 62.00	\$ 41.00		
	Loaded Labor Rate (140.30% Overhead)	\$ 168.21	\$ 204.26	\$ 189.64	\$ 168.21	\$ 124.96	\$ 103.33	\$ 79.30	\$ 194.64	\$ 129.76	\$ 148.59	\$ 98.52		
	Direct Labor	\$ 28,427.49	\$ 4,085.10	\$ 12,529.24	\$ 10,429.02	\$ 23,491.73	\$ 1,446.61	\$ 3,330.56	\$ 6,228.58	\$ 25,433.35	\$ 75,088.94	\$ 2,364.55	\$ 192,855.17	
														Fixed Fee (12%) \$ 23,142.62
														Total Labor \$ 215,997.79
Engineering Services Expenses Summary														
														Subconsultants: \$ 130,139.85
														Kimley-Horn \$ 130,139.85
														Expenses: \$ 3,840.00
														Total Expenses \$ 133,979.85
													Leavenworth Vision Zero Action Plan Fee Estimate Total = \$ 349,977.64	

TASKS	WSP EXPENSE	QUANTITY	UNIT COST	DESCRIPTION	COST
Task A	Travel to Leavenworth from Omaha with 4 Nights	1	\$865.00	Includes approx. 360 miles round trip at \$0.625/mile and 4 hotel nights at \$160/night	\$865.00
Task A	Travel to Leavenworth from Omaha with 2 Nights	2	\$545.00	Includes approx. 360 miles round trip at \$0.625/mile and 2 hotel nights at \$160/night	\$1,090.00
	Travel to Leavenworth from Omaha no Overnight	4	\$225.00	Includes approx. 360 miles round trip at \$0.625/mile	\$900.00
Task B					\$0.00
Task C					\$0.00
					\$0.00
Task D	Travel to Omaha from Kansas City with 1 Night	1	\$385.00	Includes approx. 360 miles round trip at \$0.625/mile and 1 hotel night stay at \$160/night	\$385.00
	Printing Materials for Open House	3	\$100.00	Includes printing fliers, poster boards, sign in sheets, etc.	\$300.00
	Other Materials for Open House	3	\$100.00	Includes waters/refreshments and other miscellaneous materials	\$300.00
	Subtotal Expenses			WSP Expenses	\$3,840.00
					\$0.00
	Total Expenses				\$3,840.00

Phase	Item of Work	McKerrow	Moore	Gallo	Diallo	Mills	Statz/Hayhurst	Gagne	Total	
		Project Manager	Quality Assurance/PIC	Lead Engineer / DPM	Engineer	Associate Engineer	Lead Planner	Project Accountant		
TASK A. PROJECT MANAGEMENT/MEETING FACILITATION & QC										
	Project Management Plan and Quality Assurance/Quality Control Plan			4					4	PM
	Kickoff meeting (in-person)	4		4					8	
	Monthly progress reports/invoicing			12				24	36	
	Monthly team meetings (virtual)			12		12			24	Team Meetings
	Six (6) Technical Advisory Committee meetings (in-person)	9		18		18			45	Tech Advisory Committee
	Seven (7) Focus Area Working Group meetings (in person) managed by WSP	12		21					33	Focus Area Working Groups
	Three (3) City Commission Meetings (in person)			6					6	
	Value and Mission Statement			4					4	
	Present final action plan to City Manager and Mayor (in person)			8					8	
	PROJECT MANAGEMENT/MEETING FACILITATION & QC SUBTOTAL	25	0	89	0	30	0	24	168	
TASK B. PLAN DEVELOPMENT										
	Executive summary								0	
	Public engagement overview								0	
	Data analysis								0	
	Best practices, literature, and relevant plans review			10			20		30	
	Strategies								0	
	Focus Area Identification								0	
	Countermeasure Identification for Focus Areas	4		10	20				34	
	Development of Short-term, Medium Term, and Long Term Targets	4		10					14	
	Implementation Plan								0	
	Prioritization Model			10		40	10		60	
	Action Steps and Responsible Party Designation								0	
	Design Guidelines, Policy, and Process Review	10	4	4	10		20		48	
	Monitoring (including asst. City with FHWA reporting thru July 2025)			12					12	
	One draft version of the Vision Zero Action Plan	4		16			20		40	Draft Plan
	One final version of the Vision Zero Action Plan	2		8			10		20	
	Quality Control	2	4						6	Final Plan
	PLAN DEVELOPMENT SUBTOTAL	26	8	80	30	40	80	0	264	
TASK C. DATA ANALYSIS AND REVIEW										
	Summary statistics analysis		4	10		80	20		114	
	Systemic analysis								0	
	Crash maps			10		40	10		60	
	High Risk Network maps								0	
	High Injury Network maps								0	
	Equity Analysis			10		40			50	
	Quality Control								0	
	Data Analysis and Review Subtotal	0	4	30	0	160	30	0	224	data analysis
TASK D. PUBLIC ENGAGEMENT										
	Public Involvement Plan								0	
	Public Outreach Phase 1: Assess and Inform								0	
	Project website								0	
	Social media								0	
	Contact Lists and Correspondence								0	
	General Project Newsletter								0	Newsletter
	Public Relations								0	
	Eight (8) Pop-Up Events								0	
	Three (3) Online Surveys	2		12		24			38	
	Online Crowdsorce Map			6		18			24	Online Engagement
	Public Outreach Phase 2: Integrate								0	
	Engagement Report draft development								0	Engagement Report
	Public Outreach Phase 3: Activate								0	
	One (1) public open house hosted (in-person)			8		16			24	
	Engagement Report final development	4							4	Meetings
	Quality Control	4							4	
	Communication Subtotal	10	0	26	0	58	0	0	94	
TASK E. COMMUNICATIONS/BRANDING STRATEGY										
	Project brand mark in JPG / PNG formats								0	
	Project communication guidelines in PDF format								0	
	Project brand strategy in PDF format								0	
	Vision Zero Workshop educational materials in PDF / PPT format								0	
	Quality Control								0	
	Communications/Branding Strategy Subtotal	0	0	0	0	0	0	0	0	Branding
Engineering Services Labor Summary										
		61	12	225	30	288	110	24	750	
	Raw Labor Rate	\$ 88.14	\$ 66.40	\$ 63.14	\$ 46.88	\$ 38.72	\$ 49.72	\$ 41.00		
	Loaded Labor Rate (190.79% Overhead)	\$ 256.30	\$ 193.08	\$ 183.60	\$ 136.32	\$ 112.59	\$ 144.58	\$ 119.22		
	Direct Labor	\$ 15,634.44	\$ 2,317.01	\$ 41,311.08	\$ 4,089.67	\$ 32,427.04	\$ 15,903.89	\$ 2,861.37	\$ 114,544.51	

Phase	Item of Work	Project Manager	Quality Assurance/PIC	Lead Engineer / DPM	Engineer	Associate Engineer	Lead Planner	Project Accountant	Total
									Fixed Fee (12%) \$ 13,745.34
									Total Labor \$ 128,289.85
Engineering Services Expenses Summary									Subconsultants: \$ -
									Expenses: \$1,850.00
									Total Expenses \$ 1,850.00
									Leavenworth Vision Zero Action Plan Fee Estimate Total = \$ 130,139.85

TASKS	EXPENSE	QUANTITY	UNIT COST	DESCRIPTION	COST
Task A					\$0.00
Task A					\$0.00
Task B					\$0.00
Task C					\$0.00
Task D	Online interactive mapping platform	1	\$1,850.00	PublicCoordinate License Fee for 1 year	\$1,850.00
					\$0.00
	Subtotal Expenses			KH Expenses	\$1,850.00
	Total Expenses				\$1,850.00

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Leavenworth, Kansas
Engineer: WSP USA Inc.
Project Number & Name: 2023-021 City of Leavenworth Vision Zero Action Plan

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: WSP USA Inc.
Project Number & Name: 2023-021 City of Leavenworth Vision Zero Action Plan

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: WSP USA Inc.
Project Number & Name: 2023-021 City of Leavenworth Vision Zero Action Plan

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer 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: The project will be substantially completed within 12 months of Notice to Proceed provided by the City of Leavenworth. The individual tasks will be undertaken according to the following tentative schedule. This schedule is subject to change throughout the project with concurrence from the Owner:
 - a. Project Management - Engineer will schedule the project kickoff meeting within 14 calendar days after Notice to Proceed by Owner.
 - b. Plan Development - Engineer will develop a "draft" Vision Zero Action Plan and "draft" Interactive Plan Website within 300calendar days after Notice to Proceed by Owner.
 - c. Data Analysis & Review - Engineer will complete a statistics analysis summary and develop "draft" High Risk Network and High Injury Network mapping within 120 calendar days after the Notice to Proceed by Owner.
 - d. Public Engagement - Engineer will plan and facilitate an open house public meeting within 330 calendar days after the Notice to Proceed by Owner.
 - e. Communications / Branding Strategy - Engineer will develop project communication guidelines and branding strategy within 90 calendar days after the Notice to Proceed by Owner.

Policy Regarding Sexual Harassment

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

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

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

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

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

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

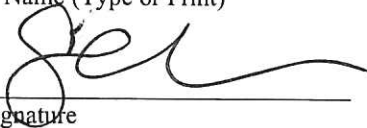
Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

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

WSP USA Inc.

Contractor Name (Type or Print)

By:



Signature

Scott Cogan, PE

Printed Name

Local Office Leader

Title

9-18-2023

Date

CERTIFICATION OF CONTRACTOR


I hereby certify that I am Scott Cogan, PE and duly authorized representative of WSP USA Inc. (CONTRACTOR) and that neither I nor the above agency I here represent has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the CONTRACTOR) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

9-18-2023
(Date)


Name: Scott Cogan, PE
Title: Local Office Leader

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

19 day of September, 2023.

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

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

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

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ATTACHMENT

PREAMBLE

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

CLARIFICATION

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

ASSURANCE APPENDIX A

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

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

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

ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

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

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

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

List any exceptions here: _____

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

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

Participant/Firm's Name: WSP USA Inc.

Address: 300 Wyandotte Street, Suite 200

City/State/Zip: Kansas City, MO 64105

Authorized Company Official's Name and Title: Scott Cogan, PE
(Typed or Printed)

Signature of Authorized Representative:  _____ 9-18-2023
(Date)

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

Definitions

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

Explanation

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

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

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

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

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

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

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

9-18-2023

(Date)

By:



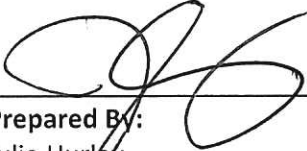
Scott Cogan, PE

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE
2023-25-SUP
722 S. 5TH STREET**

SEPTEMBER 26, 2023

SUBJECT:

Place on first consideration an ordinance to approve 2023-25-SUP



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



Reviewed By:
Paul Kramer,
City Manager

NATURE OF REQUEST

The applicant, Sung Moxley, is requesting a Special Use Permit to allow a restaurant use in a property zoned OBD, Office Business District, located at 722 S. 5th Street. Restaurant uses are allowed in the OBD zoning district with the approval of a Special Use Permit. The property is surrounded by a mix of uses and is located approximately 3 blocks south of the Central Business District and one block north of Spruce Street.

The applicant previously applied for a variance to allow for a reduction in the number of required parking spaces for a restaurant use at the subject location. Parking for restaurant uses is required at a rate of 1 per 3 seats, and the applicant indicated there would be a total of 18 seats in the proposed restaurant resulting in a need for 6 on-site parking spaces. No on-site parking is available, however, ample parking is available on the street immediately surrounding the property, and the BZA approved the variance request on March 27, 2023.

COMMISSION FINDINGS

The Commission may recommend issuance of a special use permit whenever it finds that:

1. The proposed special use complies with all applicable provisions of this ordinance.

Staff believes that this application complies with all provisions of City of Leavenworth Development Regulations.

2. The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public.

The proposed special use to allow a restaurant will contribute to the economic vitality of Leavenworth by allowing for the operation of a revenue generating business in the space, and to the convenience of the public by providing another restaurant option to patronize.

3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.

Staff does not feel that the proposed use will cause any substantial injury to the value of other property in the neighborhood.

4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations.

No new structures or building modifications are proposed as part of this special use permit. The Board of Zoning Appeals previously determined that the parking requirements can reasonably be accommodated by existing on-street parking spaces available in the immediate vicinity, without impacting the surrounding neighborhood.

Notification was sent to property owners within 200' of the subject property, as required by Kansas statute. Since notifications were mailed, staff has received no inquiries or comments regarding the proposed residential home stay.

The Planning Commission considered this item at their September 11, 2023 meeting and voted 3-1 to recommend approval of the Special Use Permit, with the condition that the Special Use Permit only applies to the first floor of 722 S. 5th Street.

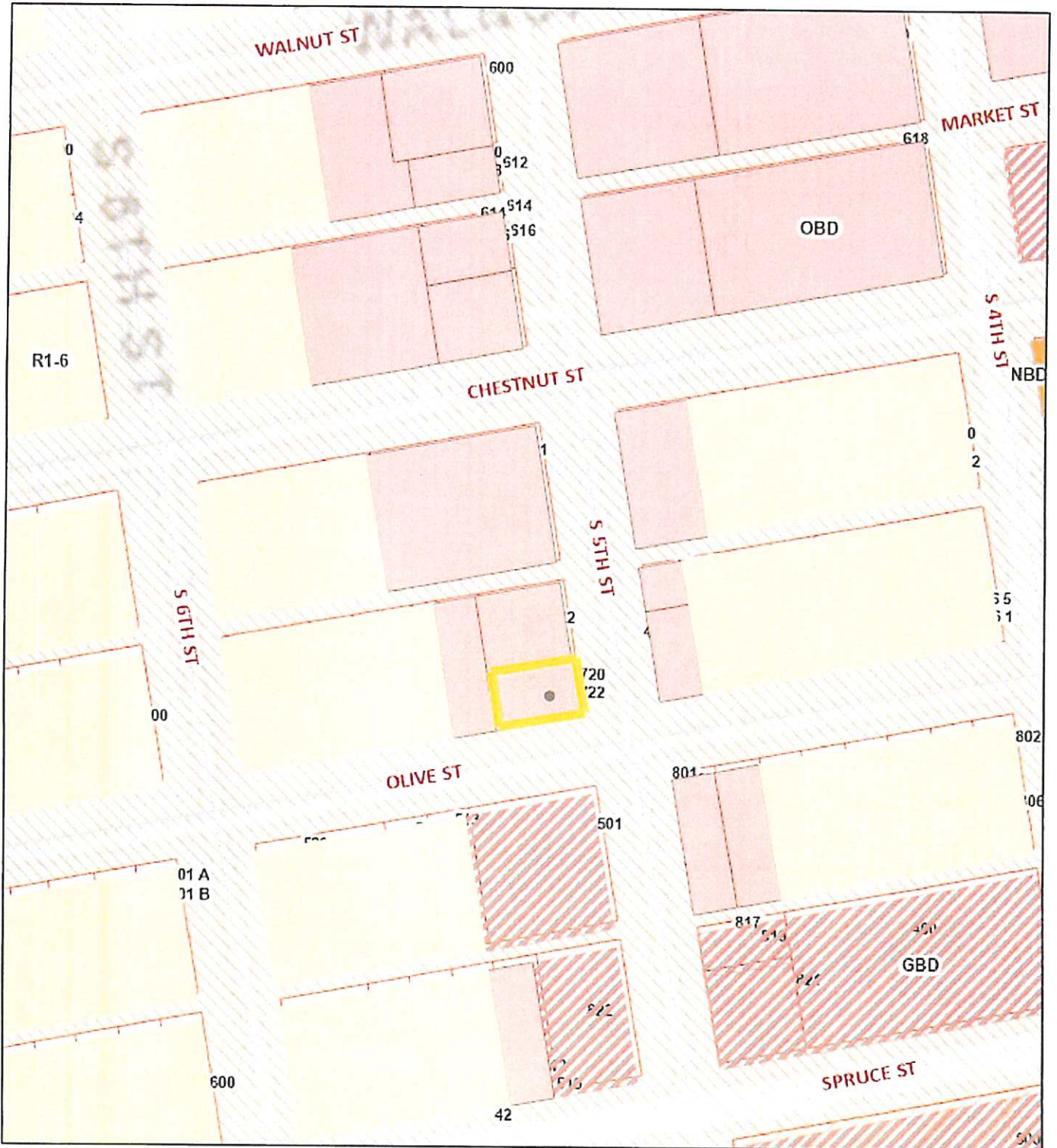
STAFF RECOMMENDATION:

Staff recommends approval of the Special Use Permit request for a restaurant use in a property zoned Office Business District at 722 S. 5th Street based on the analysis and findings included herein.

ACTION:

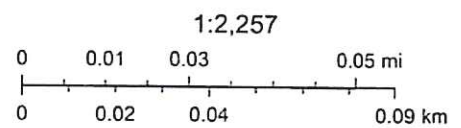
- Place an ordinance on first consideration to approve the Special Use Permit request to allow a restaurant use in a property zoned OBD at 722 S. 5th Street.
- Deny the Special Use Permit request to allow a restaurant use in a property zoned OBD at 722 S. 5th Street.
- Remand the Special Use Permit request to allow a restaurant use in a property zoned OBD at 722 S. 5th Street to the Planning Commission for further consideration.

2023-25-SUP (Zoning)



9/7/2023, 10:26:19 AM

- Override 1
- Parcels (City Owned)
- Zoning_CURRENT
- Parcels_Current
- GBD
- NBD
- OBD
- R1-6
- Address (Points)
- Leavenworth City Limits
- City Right-of-Way
- RoadCenterline



Platte County, Missouri Dept. of Conservation, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA



SPECIAL USE PERMIT
CITY OF LEAVENWORTH, KANSAS

OFFICE USE ONLY

CASE NO.: 2023-25 SUP

Application No.	13931
Fee (non-refundable)	\$350.00
Filing Date	7/28/23
Received By	
Hearing Date	9-11-23
Publication Date	8-16-23

As provided in Section 2.04 of the 2016 Development Regulations, application is hereby made for a SPECIAL USE PERMIT for the operation of a: to allow a restaurant in OBD zoning district

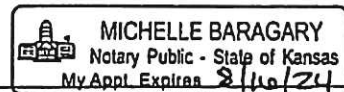
in accordance with the attached site plan on the following described property:

Subject Property:	772 South 5th St		
Legal Description:	(Attach a full legal description provided by the Register of Deeds Office)		
Real Estate PID #:			
Zoning:	OBD	Historic District:	---

I/We, the undersigned, depose and state we are the owners of the above described property:

Name(s) of Owner (print):	Sung Im Moxley		
Owner Address:	772 South 5th St Leavenworth KS 66048		
Contact No.	913 215 8017	Email:	moxleybill23@gmail.com
Signature of Owner(s):			

State of Kansas
County of Leavenworth (SEAL)



Signed or attested before me on: July 28, 2023

Notary Public: Michelle Baragary
My Appointment Expires: 8/16/24

If business is operated by someone other than the owner, provide name and address of operator(s).

Name of Lessee:	Oliver Bradwell		
Address:	2205 10 Ave		
Contact No.	913 565-0270	Email:	OB.Janitorial@gmail.com

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

Check list below...

<input type="checkbox"/>	Non-Refundable Fee of \$350.00 is due at time of application
<input type="checkbox"/>	Certified list of property owners within two hundred (200) feet of the subject property
<input type="checkbox"/>	Attach full legal description obtained through the Register of Deeds Office
<input type="checkbox"/>	Site Plan drawn to scale (See General Instructions)
<input type="checkbox"/>	Supporting documentation (See General Instructions)



BOARD OF ZONING APPEALS MINUTES
MONDAY, MARCH 27, 2023, 6:00 P.M.
COMMISSION ROOM, CITY HALL
LEAVENWORTH, KANSAS

CALL TO ORDER:

Board Members Present

Mike Bogner
Ron Bates
Jan Horvath
Dick Gervasini
Kathy Kem

Board Member(s) Absent

City Staff Present

Julie Hurley
Bethany Falvey
Michelle Baragary

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

APPROVAL OF MINUTES: January 23, 2023

Chairman Bogner asked for comments, changes or a motion on the January 23, 2023 minutes presented for approval. Commissioner Horvath moved to approve the minutes as presented, seconded by Commissioner Kem and approved by a vote of 5-0.

OLD BUSINESS:

None

NEW BUSINESS:

1. **2023-02 BZA – 722 S. 5TH STREET**

Hold a public hearing for Case No. 2023-02 BZA – 722 S. 5th Street, wherein the petitioner is seeking a variance to section 5.02 of the adopted Development Regulations to allow a reduction in required off-street parking spaces for a restaurant use.

Chairman Bogner called for the staff report.

Planning Director Julie Hurley stated the applicants, Sung and Bill Moxley, are requesting a variance from section 5.02 of the adopted Development Regulations to allow a reduction in required off-street parking for a proposed restaurant located at 722 S. 5th Street. The proposed restaurant will be operated by a tenant of the building owners. No on-site parking is available. The property is zoned OBD, Office Business

District, and is surrounded by a mix of uses. The location is approximately three blocks south of the Central Business District and one block north of Spruce Street.

Parking for restaurant uses is required at a rate of 1 per 3 seats. The tenant has indicated that there will be 18 seats, resulting in a requirement for 6 parking spaces. The Development Regulations allow for the required off-street parking to be reduced by up to 50% for each on-street space within 500 feet. Ample on-street parking exists within 500 feet of the site to accommodate parking needs generated by the restaurant, including 6 parking spaces directly to the south of the building off of Olive Street.

Restaurant uses in the OBD zoning district require approval of a Special Use Permit, through the Planning Commission and City Commission. Any approval of this variance request would be subject to approval of a Special Use Permit, or rezoning of the property to a district that allows restaurant uses by right.

Chairman Bogner asked the commissioners for questions/comments about the staff report.

With no discussion about the staff report, Chairman Bogner opened the public hearing.

William Moxley, owner, stated he owns the house to the north of the subject property, and stated he gave the tenant permission to use the parking in front of his house. Even though it is not off-street parking, it opens up more parking spaces.

With no one else wishing to speak, Chairman Bogner closed the public hearing and called for comments from the board.

Commissioner Horvath asked what parking is considered allowable from the distance of the subject building.

Ms. Hurley responded per the Development Regulations, staff can allow for a reduction in off-street parking to be reduced by up to 50% for each on-street parking space within 500 feet. Measuring from the subject heading south, 500 feet is past the Spruce Street intersection.

With no further discussion, Chairman Bogner read the following criteria regarding the Board's authority and reviewed each item.

BOARD OF ZONING APPEALS AUTHORITY:

The Board's authority in this matter is contained in Article 11 (Board of Zoning Appeals), Section 11.03.B (Powers and Jurisdictions – Variances)

Variances: To authorize in specific cases a variance from the specific terms of these Development Regulations which will not be contrary to the public interest and where, owing the special conditions, a literal enforcement of the provisions of these Development Regulations will, in an individual case, result in unnecessary hardship, provided the spirit of these Development Regulations shall be observed, public safety and welfare secured, and substantial justice done. Such variance shall not permit any use not permitted by the Development Regulations of the City of Leavenworth, Kansas in such district. Rather, variances shall only be granted for the detailed requirements of the district such as area, bulk, yard, parking or screening requirements.

1. The applicant must show that his property was acquired in good faith and where by reason of exceptional narrowness, shallowness or shape of this specific piece of property at the time of the effective date of the Zoning Ordinance, or where by reason of exceptional topographical conditions or other extra-ordinary or exceptional circumstances that the strict application of the

terms of the Development Regulations of the City of Leavenworth, Kansas actually prohibits the use of his property in the manner similar to that of other property in the zoning district where it is located.

2. A request for a variance may be granted, upon a finding of the Board that all of the following conditions have been met. The Board shall make a determination on each condition, and the finding shall be entered in the record.
 - a) *The Board shall make a determination on each condition, and the finding shall be entered in the record.*
 - b) *That the variance requested arises from such condition which is unique to the property in question and is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.*

Vote 5-0

All board members voted in the affirmative.

- c) *That the granting of the permit for the variance will not adversely affect the rights of adjacent property owners or residents.*

Vote 5-0

All board members voted in the affirmative.

- d) *That the strict application of the provisions of the Development Regulations from which the variance is requested will constitute unnecessary hardship upon the property owner represented in the application.*

Vote 5-0

All board members voted in the affirmative.

- e) *That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.*

Vote 5-0

All board members voted in the affirmative.

- f) *That granting of the variance desired will not be opposed to the general spirit and intent of the Development Regulations.*

Vote 5-0

All board members voted in the affirmative.

3. In granting a variance, the Board may impose such conditions, safeguards, and restrictions upon the premises benefited by the variance as may be necessary to reduce or minimize any potentially injurious effect of such variance upon other property in the neighborhood, and to carry out the general purpose and intent of the Development Regulations.

ACTION:

Approve or deny the variance request to allow a reduction in required off-street parking for a restaurant use at 722 S. 5th Street.

Chairman Bogner stated based on the findings, the board granted the variance to allow a reduction in required off-street parking for property located at 722 S. 5th Street with no conditions or restrictions.

Commissioner Kem asked when this will go to the Planning Commission for the Special Use Permit.

Ms. Hurley responded the application for the Special Use Permit has not been submitted at this time.

2. 2023-06 BZA – 5000 10TH AVENUE

Hold a public hearing for Case No. 2023-06 BZA – 5000 10th Avenue, wherein the petitioner is seeking a variance to section 8.11 of the adopted Development Regulations to allow an increase in the allowable wall signage for a property zoned GBD, General Business District.

Chairman Bogner called for the staff report.

City Planner Bethany Falvey stated the existing Walmart store is located at 5000 10th Avenue in an area zoned GBD, General Business District. The applicant has submitted a sign application to revise seven existing signs on the front elevation and add/relocate 12 new or existing signs on the front and side elevation. A sign variance was previously approved by the City Commission on May 23, 2017 to allow installation of “Vision Center” and “Pickup” signs, both on the east side of the building and by the Board of Zoning Appeals on September 16, 2019 to allow installation of a “FedEx” sign on the front elevation. The requested variance is to allow 2 additional signs on the front (East) side and 7 additional signs on the south wall for a property zoned GBD, General Business District.

Chairman Bogner asked the commissioners for questions about the staff report.

Chairman Bogner asked if there are any restrictions on the size of the signs or does the submission meet all the design standards for the size of the signs.

Ms. Falvey responded the size of the signs meet the sign code requirements, and that the variance is just for the number of signs on the building.

Commissioner Kem stated it is important to point out that the overall square footage of the signage has been dramatically reduced.

With no further discussion about the staff report, Chairman Bogner opened the public hearing.

Scott Pfeifer, on behalf of BRR Architecture for the Walmart store, stated the idea behind the signs is for directionality and wayfinding for customers. The front of the building is trying to get more access and better signage for the pharmacy drive-thru, and the side of the building is for the auto center to help guide customers to which stall they need to go to.

Commissioner Kem asked if the pylon sign will be changing.

Mr. Pfeifer responded the existing pylon sign is to remain as is.

With no one else wishing to speak, Chairman Bogner closed the public hearing and called for discussion amongst the board members.

With no further discussion, Chairman Bogner read the following criteria regarding the Board’s authority and reviewed each item.

BOARD OF ZONING APPEALS AUTHORITY:

ORDINANCE NO. XXXX

AN ORDINANCE ALLOWING A SPECIAL USE FOR FOOD AND BEVERAGE GENERAL IN OFFICE BUSINESS DISTRICT ZONING DISTRICT LOCATED AT 722 S 5th 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 September 11, 2023 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

WHEREAS, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request for Food and Beverage General in Office Business District, located at 722 S. 5th 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 Food and Beverage General on the following described property:

The South 56.4 feet of Lots Fifteen (15) and Sixteen (16) in Block Twenty-Seven (27) in Clark and Rees' Addition to the City of Leavenworth, more particularly described as follows: commencing at the Southeast corner of said Lot Sixteen (16) in Block Twenty-Seven (27) in said Clark and Rees' Addition; thence North along the East line of said Lot 16, 56.4 feet; thence west and parallel to the centerline of the partition wall dividing the two buildings now located on the South part of said Lots extended to a point on the West line of said Lot 15, 56.4 feet North of the South line of said Lot 15; thence South along the West line of said Lot 15, 56.4 feet to the Southwest corner of said Lot 15, thence East along the South line of said Lot 15 and 16 to the point of beginning, and all improvements, buildings and fixtures located thereon. Also, all party wall rights and rights to connect and use the sewer on said Lot 15 connecting said premises with the public sewer located in the alley North of said Lots 15 and 16 and all of the foregoing property is located in Leavenworth County, Kansas; subject to easements, restrictions, reservations and covenants, now of record, all taxes, both general and special, not now due and payable;

More commonly referred to as: 722 S 5th Street, Leavenworth, Kansas.

Section 2. That this special use permit is subject to the following:

- a. The Special Use Permit only applies to the first floor of 722 S 5th Street, Leavenworth, KS 66048.

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

Passed by the Leavenworth City Commission on this _____ day of _____, 2023.

Jermaine Wilson, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk