



**City of Leavenworth**  
**100 N. 5<sup>th</sup> Street**  
**Leavenworth, Kansas 66048**

**CITY COMMISSION REGULAR MEETING**  
**COMMISSION CHAMBERS**  
**TUESDAY, OCTOBER 22, 2024 6:00 P.M.**

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

**CALL TO ORDER** – Pledge of Allegiance Followed by Silent Meditation

**PROCLAMATIONS:**

- 1. Proclamations: (pg. 02)
  - a. World Polio Day
  - b. National Family Literacy Day
  - c. National American Indian Heritage Month

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

- 2. Minutes from October 8, 2024 Regular Meeting **Action:** Motion (pg. 05)

**NEW BUSINESS:**

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

**General Items:**

- 3. Mayor’s Appointment **Action:** Motion (pg. 09)
- 4. Consider Updates to City Fee Schedule **Action:** Motion (pg. 10)

**Resolutions:**

- 5. Excel Development Senior Housing Fee Waiver Request (pg. 18)
  - a. Resolution B-2383 Resolution of Support **Action:** Motion
  - b. Approval of Fee Waiver Letter **Action:** Motion

**Bids, Contracts and Agreements:**

- 6. Consider Approval to Purchase Self Contained Breathing Apparatus for Fire Department **Action:** Motion (pg. 27)
- 7. Consider Approval of Change Order No. 1 for Municipal Service Center/PD Storage Building **Action:** Motion (pg. 28)
- 8. Consider Approval of the Design-Build Amendment for Construction of Parks & Recreation Administrative Offices **Action:** Motion (pg. 32)

**First Consideration Ordinances:**

- 9. First Consideration Ordinance for Modification to Code of Ordinances Chapter 44, Section 87 No Parking Anytime **Action:** Consensus (pg. 52)

**Consent Agenda:**

Claims for October 4, 2024 through October 17, 2024, in the amount of \$1,373,870.76; Net amount for Payroll #20 effective October 4, 2024, in the amount of \$400,096.54 (No Police & Fire Pension). **Action:** Motion

**Other:**

**Adjournment** **Action:** Motion

# City of Leavenworth, Kansas



## Proclamation

- WHEREAS,** *Rotary International, founded on February 23, 1905 in Chicago, Illinois, USA, is the world's first and one of the largest non-profit service organizations; and*
- WHEREAS,** *Rotary is a global network consisting of over 1.4 million members in more than 46,000 clubs in 221 countries and geographical areas who unite as neighbors, friends, leaders, and problem-solvers to take action to create lasting change in communities across the globe; and*
- WHEREAS,** *the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and*
- WHEREAS,** *Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, the Bill & Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and*
- WHEREAS,** *polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and*
- WHEREAS,** *to date, Rotary has contributed more than US \$2.6 billion and countless volunteer hours to protecting nearly 3 billion children in 122 countries; and*
- WHEREAS,** *Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and*
- WHEREAS,** *these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and*
- WHEREAS,** *in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and*
- WHEREAS,** *there are 73 members of the Rotary Club of Leavenworth who sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in our local community and abroad; and*
- WHEREAS,** *Leavenworth Rotarians have committed their time, talent and treasure to continue support of PolioPlus until Polio is finally eradicated from the earth.*
- NOW, THEREFORE,** *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim October 24, 2024 as:*

## World Polio Day

*In Leavenworth, Kansas and encourage all citizens to participate in this observance.*

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

\_\_\_\_\_  
Griff Martin, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk



# City of Leavenworth, Kansas



## Proclamation

- WHEREAS,** *National Family Literacy Day, established by the 103<sup>rd</sup> Congress in 1994, and now marking its 30<sup>th</sup> anniversary on November 1, 2024, highlights the importance of reading and learning for the entire family and emphasizes the impact that parents have on their child's learning; and*
- WHEREAS,** *this day is celebrated across America each year, and focuses on special activities and events that showcase the importance of family literacy programs that empower families and build a nation of readers; and*
- WHEREAS,** *literacy programs across the United States will observe National Family Literacy Day by holding read-a-thons, book drives, workshops and family activities at schools, libraries and community centers to encourage literacy; and*
- WHEREAS,** *as many as one in six adults struggle with reading and writing, and by learning to read, individuals can gain self-respect and confidence and strive toward goals that otherwise would not be achievable; and*
- WHEREAS,** *the National Society of the Daughters of the American Revolution is a nonprofit, nonpolitical volunteer woman's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children and adults; and*
- WHEREAS,** *education being one of the cornerstone of the National Society of the Daughters of the American Revolution Captain Jesse Leavenworth Chapter is committed in increasing literacy by promoting and supporting literacy programs.*

**NOW, THEREFORE,** *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim November 1, 2024 as:*

## National Family Literacy Day

*To underscore the importance of literacy, celebrate the joy of reading and encourage residents to promote literacy by reading together as a family, and to extend deep appreciation to our local librarians, educators, and literacy service providers for their tireless efforts to strengthen the literacy of our children and community.*

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

\_\_\_\_\_  
Griff Martin, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk



# City of Leavenworth, Kansas



## Proclamation

**WHEREAS,** *the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and*

**WHEREAS,** *the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and*

**WHEREAS,** *their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and*

**WHEREAS,** *Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and*

**WHEREAS,** *in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned.*

**NOW, THEREFORE,** *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim November 2024 as:*

## National American Indian Heritage Month

*I urge all our citizens to observe this month with appropriate programs, ceremonies and activities.*

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

\_\_\_\_\_  
Griff Martin, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk





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

**Staff members present:** Interim City Manager Patrick Kitchens, Finance Director Roberta Beier, Public Works Director Brian Faust, Public Information Officer Melissa Bower, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

**PROCLAMATIONS:**

**Domestic Violence Awareness Month** - Mayor Martin read the proclamation proclaiming the month of October as Domestic Violence Awareness Month. The proclamation was accepted by Christie Reed.

**Military Retiree Appreciation Day** - Mayor Martin read the proclamation proclaiming October 26, 2024 as Military Retiree Appreciation Day. The proclamation was accepted by Norm Greczyn.

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

Commissioner Wilson moved to accept the minutes from the September 24, 2024 regular meeting. Commissioner Pittman seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Second Consideration Ordinances:**

**Second Consideration Ordinance No. 8252 Special Use Permit to Allow Child Care Center at 1830 S.**

**Broadway Street** – Interim City Manager Patrick Kitchens reviewed the Ordinance. There have been no changes since first introduced at the September 24, 2024 meeting.

Mayor Martin called the roll and Ordinance No. 8252 was unanimously approved.

**NEW BUSINESS:**

**Public Comment:** (*Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes*)  
None.

**General Items:**



**Consider Cereal Malt Beverage License for Fast Track at 3122 S. 4<sup>th</sup> Street** – City Clerk Sarah Bodensteiner presented for consideration approving the issuance of a 2024 Cereal Malt Beverage (CMB) License to Fast Track, located at 3122 S. 4<sup>th</sup> Street. Due to the sale of the Minit Mart to a new owner, a new Cereal Malt Beverage License is required to allow for the sale of Cereal Malt Beverages. The new owner has submitted the application for an off premise consumption Cereal Malt Beverage License for the location in town. The Police Department has reviewed and approved the application.

Commissioner Bauder moved to approve the issuance of a 2024 off premise consumption Cereal Malt Beverage License for Fast Track, located at 3122 S. 4<sup>th</sup> Street. Commissioner Pittman seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

### **Bids, Contract and Agreements:**

**Consider Award of Bid for Audit Services** – Finance Director Roberta Beier presented for consideration engaging a Certified Public Accountant firm to audit the City’s 2024 financial records, including the financial records of the Leavenworth Housing Authority, with the option for four, one-year renewals. The City policy is to solicit audit services every five years. Staff prepared a Request for Proposal for 2024 services. Proposals were received from three firms: Hood & Associates, Allen, Gibbs & Houlik, L.C., and BT&Co., P.A. During the 2025 Budget process, the City Commission approved \$75,000 for financial services, which includes approximately \$69,000 for audit services and \$6,000 for other financial services. Staff recommends approval of the proposal submitted by Hood & Associates for the 2024 audit with the option of four, one-year renewals.

Commissioner Pittman:

- Asked is this who we used before

Ms. Beier:

- Correct and I would recommend considering switching firms after this 5 year term

Commissioner Bauder moved to award the contract for 2024 audit services and 2024 REAC submission service in an amount not to exceed \$55,870.00 to Hood & Associates, CPAs, PC. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Consider Approval of 2025 Landfill Services Contract** – Public Works Director Brian Faust presented for approval the refuse disposal contract with Waste Management (WM) for 2025. The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950’s. The City disposes, on average, 11,500 tons of municipal solid waste each year. This waste is collected by City employees and placed into City-operated trucks and transported to a state-approved disposal site. In addition to MSW, the City disposes of approximately 5,000 tons of special waste (sludge/grit) from the Wastewater Treatment Plant. The City has been using the Waste Management landfill in Shawnee since January 2019. In 2025, the cost to dispose of MSW at WM is increasing from \$31.80/ton to \$33.39/ton, and the cost for special waste will remain at \$56.04/ton. Staff is currently evaluating long-term options for hauling and disposal of our MSW and feel that the one-year option with WM is appropriate while we investigate options moving forward. The increase will cost an additional \$18,285 for MSW.



Commissioner Wilson:

- Asked how often do we use the Leavenworth County Transfer Station

Mr. Faust:

- When we are short staffed we use them, but we do call them ahead of time and a lot of times they cannot take our waste

Commissioner Wilson moved to approve the 1-year 2025 Landfill Services Contract with Waste Management in the amount of \$33.39 per ton for municipal solid waste and \$56.04 per ton for special waste. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Consent Agenda:**

Commissioner Hingula moved to approve Claims for September 20, 2024 through October 3, 2024, in the amount of \$2,460,801.04; Net amount for Payroll #19 effective September 20, 2024 in the amount of \$432,092.26 (Includes Police & Fire Pension in the amount of \$7,491.38). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Martin declared the motion carried 5-0.

**Other:**

Interim City Manager Patrick Kitchens:

- October 22, 2024 at 5:30 pm will be the unveiling of Daughters of the American Revolution America 250 Plaque and reception at City Hall before the Commission Meeting

Commissioner Hingula:

- Pleased to attend the Leavenworth County Historical Society's Chuck Wagon Dance
- This Saturday, the Leavenworth County Radio Control Model Airplane Fly-in is happening at the old landfill on Gilman Road

Commissioner Pittman:

- Thanked Christine Frietchen on behalf of the Commissioners for all her hard work organizing the Camp Leavenworth 5k
- There is a lot going on this weekend in town
- The Jeep Jam is Saturday at Haymarket Square
- Leavenworth High School Homecoming parade is on Friday

Commissioner Bauder:

- Sorry to have missed Camp Leavenworth
- Nice to be home

Commissioner Wilson:

- Asked about the date of the Trunk or Treat at Sportsfield Park
- Prayers go out to the families in Florida for the recent and upcoming hurricanes

**Adjournment:**



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

Time Meeting Adjourned 6:25 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC



**MAYOR'S APPOINTMENTS**

**OCTOBER 22, 2024**

**Mayor Martin**

*"Move to*

*Appoint to the **Library Board** Robert Jason Redmon to a term ending April 30, 2028.*

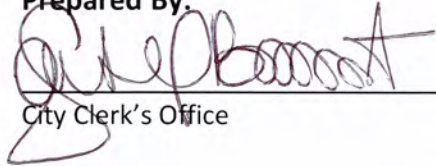
**Requires a second and vote by the Governing Body.**



**POLICY REPORT**  
**CONSIDER AMENDMENTS AND UPDATES TO CITY FEE SCHEDULE**

**OCTOBER 22, 2024**

**Prepared By:**

  
\_\_\_\_\_  
City Clerk's Office

**Approved By:**

  
\_\_\_\_\_  
Patrick Kitchens, Interim City Manager

**ISSUE:**

Consider amendments and updates to the City Fee Schedule of the following:

- Parks & Recreation Fees

Discussions regarding updating the Parks & Recreation fees to increase revenues and help offset operational costs began with city staff and the City Commission in 2023 during goal setting, as well as the CIP and budget formation process. The subject was again discussed this year during those same meetings. Beginning last fall and continuing this year, the City's Finance and Parks & Recreation Teams took a long look at fees in the Parks and Recreation Department. We have researched similar municipalities and the fees they charge for similar programs and amenities. The attached recommendations are in direct correlation with the findings of our research.

Some direction received from the discussions with the Commission included to not go overboard with the increases, but be aggressive enough so that we're not back here in a couple years raising fees again. Also the general consensus was to avoid raising fees associated with youth activities. As such you will not see a recommendation to raise fees in our youth sports programs. Also per those discussions we were more aggressive with fees associated with non-residents.

It is important to note that all of these are user fees; therefore, they do not affect the tax payers of the City of Leavenworth. Instead, the increased fees help cover the direct costs of specific programs, including covering the direct costs of renting out the City's facilities, which are currently subsidized by the citizens of Leavenworth through property and sales taxes.

**ACTION:**

Motion to approve the amendments to the fee schedule as presented to be effective January 1, 2025.

**ATTACHMENTS:**

Parks & Recreation Fee Schedule – Proposed Increases as of January 1, 2025



**City of Leavenworth**  
**Parks & Recreation Fee Schedule - Proposed Increases as of January 1, 2025**

Description of Activity or Rental	Current Fees	Proposed 2025 Fees
<b>RECREATION</b>		
<b>Field &amp; Court Rentals (per hour)</b>		
Baseball Fields	\$ 25.00	\$ 40.00
Basketball	\$ 25.00	\$ 40.00
Soccer	\$ 25.00	\$ 40.00
Softball	\$ 25.00	\$ 40.00
Tennis	\$ 25.00	\$ 40.00
Pickleball Court (4 hour minimum)	\$ -	\$ 15.00
<b>Sports-Baseball/Softball</b>		
Baseball/Softball-Ages 5-13 Scholarship	\$ 5.00	\$ 10.00
Baseball/Softball Ages 5-8 (by May 1)	\$ 45.00	\$ 50.00
Baseball/Softball Ages 5-8 LATE REG	\$ 70.00	\$ 75.00
Baseball/Softball-Ages 5-13 (by May 1)	\$ 50.00	\$ 50.00
Baseball/Softball-Ages 9-13 LATE REG	\$ 75.00	\$ 75.00
Baseball/Softball- 3rd child 1/2 price	\$ 22.50	\$ 25.00
<b>Sports-Basketball</b>		
Basketball-Bitty Ball - Scholarship	\$ 5.00	\$ 10.00
Basketball-Bitty Ball Age 3-K6 Early Reg	\$ 35.00	\$ 35.00
Basketball-Bitty Ball Age 3-K6 LATE REG	\$ 60.00	\$ 60.00
Basketball-Bitty - 3rd child 1/2 price	\$ 17.50	\$ 17.50
Basketball-Grades 1-6 Early Reg	\$ 40.00	\$ 40.00
Basketball-Grades 1-6 LATE REG	\$ 65.00	\$ 65.00
Basketball-Grades 1-6 Scholarship	\$ 5.00	\$ 10.00
Basketball-Boys - 3rd Child 1/2 price	\$ 20.00	\$ 20.00
Basketball-Men's Teams Early Reg	\$ 345.00	\$ 345.00
<b>Recreation Continued</b>		
<b>Sports Softball</b>		
Softball-Adult Co-Ed - Teams Only	\$ 315.00	\$ 380.00
Softball-Adult Summer - Teams Only	\$ 315.00	\$ 380.00
Softball-Adult-Men's Double Header-Team	\$ 315.00	\$ 380.00
<b>Sports Futsal</b>		
Futsal-Early Registration	\$ 40.00	\$ 40.00
Futsal-Late Registration (Oct 16-Nov 1)	\$ 65.00	\$ 65.00
<b>Other</b>		
Dad & Me Camp-out (dad and one child)	\$ 25.00	\$ 35.00
Dad & Me Camp-out (additional guest)	\$ 5.00	\$ 5.00



**City of Leavenworth**  
**Parks & Recreation Fee Schedule - Proposed Increases as of January 1, 2025**

Description of Activity or Rental	Current Fees	Proposed 2025 Fees
<b>AQUATICS</b>		
<b>Aquacise Classes</b>		
Single Class	\$ 5.00	\$ 5.00
20 Punch Card Adult/Senior/Scholarship	\$ 5.00	\$ 10.00
20 Punch Card Adult Resident	\$ 40.00	\$ 60.00
20 Punch Card Adult Non-Resident	\$ 45.00	\$ 65.00
20 Punch Card Senior Resident	\$ 35.00	\$ 55.00
20 Punch Card Senior Non-Resident	\$ 40.00	\$ 60.00
<b>Classes</b>		
CPR/AED/First Aid	\$ 80.00	\$ 100.00
Lifeguard Resident	\$ 180.00	\$ 180.00
Lifeguard Non-Resident	\$ 200.00	\$ 200.00
Riptide Review Scholarship	\$ 5.00	\$ 10.00
Riptide Review Resident	\$ 45.00	\$ 65.00
Riptide Review Non-Resident	\$ 50.00	\$ 75.00
<b>RFCC Pool Party (fee per hour)</b>		
After Hours Private Party - Resident	\$ 55.00	\$ 100.00
After Hours Private party - Non-Resident	\$ 60.00	\$ 150.00
<b>Swim Lessons</b>		
Scholarship	\$ 5.00	\$ 10.00
Resident	\$ 40.00	\$ 45.00
Non-Resident	\$ 45.00	\$ 55.00
3rd Child - Resident	\$ 20.00	\$ 22.50
3rd Child - Non-Resident	\$ 22.50	\$ 27.50
Private Lesson (1 person)	\$ 20.00	\$ 40.00
Semi Private Lesson (2 people \$25.00 each)	\$ 30.00	\$ 50.00
<b>Water Walking</b>		
Single Class	\$ 4.00	\$ 5.00
10 Punch Card	\$ 40.00	\$ 50.00
<b>Wollman Aquatic Center Admission</b>		
Daily Resident per person	\$ 4.00	\$ 4.00
Daily Non-Resident per person	\$ 4.00	\$ 6.00
10 Punch Card Scholarship	\$ 5.00	\$ 10.00
10 Punch Card Resident	\$ 35.00	\$ 35.00
10 Punch Card Non-Resident	\$ 45.00	\$ 55.00
Groups - per person (per manager approval)	\$ 3.50	\$ 3.50



**City of Leavenworth**  
**Parks & Recreation Fee Schedule - Proposed Increases as of January 1, 2025**

Description of Activity or Rental	Current Fees	Proposed 2025 Fees
<b>Aquatics Continued</b>		
<b>Wollman Aquatic Center Swim Lessons</b>		
Scholarship	\$ 5.00	\$ 10.00
Resident	\$ 40.00	\$ 45.00
Non-Resident	\$ 45.00	\$ 55.00
3rd Child - Resident	\$ 20.00	\$ 22.50
3rd Child - Non-Resident	\$ 22.50	\$ 27.50
Private Lesson (1 person)	\$ 20.00	\$ 40.00
Semi Private Lesson (2 people \$25.00 each)	\$ 30.00	\$ 50.00
<b>Wollman Aquatic Center Pool Party</b>		
Private parties up to 100 people	\$ 200.00	\$ 350.00
Private Party extra lifeguard 101-125 people	\$ 25.00	\$ 30.00
Private party extra lifeguard 126-150 people	\$ 50.00	\$ 60.00
<b>Swim Team Fees</b>		
Registration	\$ 50.00	\$ 80.00
3rd Child 1/2 the registration fee	\$ 25.00	\$ 40.00
Scholarship	\$ 5.00	\$ 10.00
<b>Wollman Aquatic Center Shelters (per day)</b>		
Shelters inside Aquatic Center Residents	\$ 25.00	\$ 50.00
Shelters inside Aquatic Center Non-Residents	\$ 30.00	\$ 75.00
<b>PERFORMING ARTS CENTER</b>		
<b>Fees and Admissions</b>		No changes to ticket prices.
Tickets, Youth -12 and under	\$ 10.00	\$ 10.00
Tickets, Student (with student ID)	\$ 12.00	\$ 12.00
Tickets, Adult	\$ 15.00	\$ 15.00
Tickets, Senior (62 and older)	\$ 12.00	\$ 12.00
Tickets, Military	\$ 12.00	\$ 12.00
Groups 8 or more (per person)	\$ 12.00	\$ 12.00
Platinum Season Ticket	\$ 450.00	\$ 450.00
Gold Season Ticket	\$ 360.00	\$ 360.00
Silver Season Ticket	\$ 270.00	\$ 270.00
Bronze Season Ticket	\$ 180.00	\$ 180.00
Double Copper Season Ticket	\$ 90.00	\$ 90.00
Single Copper Season Ticket	\$ 45.00	\$ 45.00



**City of Leavenworth**  
**Parks & Recreation Fee Schedule - Proposed Increases as of January 1, 2025**

Description of Activity or Rental	Current Fees	Proposed 2025 Fees
<b>RFCC</b>		
<b>Admission</b>		
<b>Daily Admission Fees</b>		
Special (per manager approval, group rate)	\$ 1.50	\$ 2.00
Adult Resident	\$ 2.50	\$ 3.00
Adult Non-resident	\$ 3.00	\$ 4.00
Senior Resident (60+)	\$ 2.00	\$ 2.50
Senior Non-resident (60+)	\$ 2.50	\$ 3.50
Youth Resident (4-18)	\$ 2.00	\$ 2.50
Youth Non-resident (4-18)	\$ 2.50	\$ 3.50
<b>20 Punch Pass</b>		
Adult Resident	\$ 40.00	\$ 50.00
Adult Non-Resident	\$ 50.00	\$ 65.00
Adult Scholarship	\$ 5.00	\$ 10.00
Senior Resident (60+)	\$ 30.00	\$ 40.00
Senior Non-Resident (60+)	\$ 40.00	\$ 55.00
Senior (60+) Scholarship	\$ 5.00	\$ 10.00
Youth Resident (4-18)	\$ 30.00	\$ 40.00
Youth Non-Resident (4-18)	\$ 40.00	\$ 55.00
Youth (4-18) Scholarship	\$ 5.00	\$ 10.00
<b>Monthly Pass</b>		
Adult Resident	\$ 35.00	\$ 45.00
Adult Non-Resident	\$ 40.00	\$ 60.00
Adult Scholarship	\$ 5.00	\$ 10.00
Senior Resident (60+)	\$ 25.00	\$ 35.00
Senior Non-Resident (60+)	\$ 30.00	\$ 50.00
Senior (60+) Scholarship	\$ 5.00	\$ 10.00
Youth Resident (4-18)	\$ 25.00	\$ 35.00
Youth Non-Resident (4-18)	\$ 30.00	\$ 50.00
Youth (4-18) Scholarship	\$ 5.00	\$ 10.00
<b>6 Month Pass</b>		
Adult Resident	\$ 80.00	\$ 110.00
Adult Non-Resident	\$ 90.00	\$ 150.00
Adult Scholarship	\$ 5.00	\$ 10.00
Senior Resident (60+)	\$ 60.00	\$ 90.00
Senior Non-Resident (60+)	\$ 70.00	\$ 130.00
Senior (60+) Scholarship	\$ 5.00	\$ 10.00
Youth Resident (4-18)	\$ 60.00	\$ 90.00
Youth Non-Resident (4-18)	\$ 70.00	\$ 130.00
Youth (4-18) Scholarship	\$ 5.00	\$ 10.00

**City of Leavenworth**  
**Parks & Recreation Fee Schedule - Proposed Increases as of January 1, 2025**

Description of Activity or Rental	Current Fees	Proposed 2025 Fees
<b>RFCC Continued</b>		
<b>Year Pass</b>		
Adult Resident	\$ 145.00	\$ 165.00
Adult Non-Resident	\$ 155.00	\$ 225.00
Adult Scholarship	\$ 5.00	\$ 10.00
Senior Resident (60+)	\$ 105.00	\$ 135.00
Senior Non-Resident (60+)	\$ 125.00	\$ 195.00
Senior (60+) Scholarship	\$ 5.00	\$ 10.00
Youth Resident (4-18)	\$ 105.00	\$ 135.00
Youth Non-Resident (4-18)	\$ 125.00	\$ 195.00
Senior Citizen Group Organization Annual Pass	\$ 20.00	\$ 50.00
<b>Corporate Pass</b>		
6 Month Employee	\$ 60.00	\$ 70.00
6 Month Spouse	\$ 65.00	\$ 75.00
6 Month Youth (4-18)	\$ 50.00	\$ 60.00
Year Employee	\$ 85.00	\$ 100.00
Year Spouse	\$ 90.00	\$ 110.00
Year Youth (1-18)	\$ 75.00	\$ 90.00
Company Annual Fee	\$ 200.00	\$ 250.00
<b>Toddler Tyme</b>		
Single Admission	\$ 2.00	\$ 2.50
20 Punch Pass	\$ 30.00	\$ 40.00
<b>Room Rental (4-hour minimum on all room rentals (rates are per hour))</b>		
Activity Room Resident	\$ 15.00	\$ 25.00
Activity Room Non-Resident	\$ 20.00	\$ 40.00
Gymnasium Resident	\$ 50.00	\$ 75.00
Gynmasium Non-Resident	\$ 55.00	\$ 100.00
Kitchen - North	\$ 25.00	\$ 35.00
<del>*REMOVE* Kitchen - South</del>	<del>\$ 20.00</del>	REMOVE
Mens Waiting Room Resident	\$ 40.00	\$ 50.00
Mens Waiting Room Non-Resident	\$ 45.00	\$ 75.00
Riverview Room Resident	\$ 55.00	\$ 80.00
Riverview Room Non-Resident	\$ 60.00	\$ 125.00
<del>*REMOVE* South wing Resident</del>	<del>\$ 40.00</del>	REMOVE
<del>*REMOVE* South Wing Non Resident</del>	<del>\$ 45.00</del>	REMOVE
Women's Waiting Room Resident	\$ 40.00	\$ 50.00
Women's Waiting Room Non-Resident	\$ 45.00	\$ 75.00



**City of Leavenworth**  
**Parks & Recreation Fee Schedule - Proposed Increases as of January 1, 2025**

Description of Activity or Rental	Current Fees	Proposed 2025 Fees
<b>RFCC Continued</b>		
<b>Other Room Rental Fees</b>		
D.J. or Band fee	\$ 25.00	\$ 50.00
Portable bar -per event	\$ 25.00	\$ 50.00
Service fee (as applicable, depending on event)	\$ 25.00	\$ 50.00
Setup/decorating time (per hour)	\$ 10.00	\$ 20.00
<b>Deposits</b>		
Chairs	\$ 100.00	\$ 100.00
Events with Alcohol	\$ 300.00	\$ 300.00
Events without Alcohol	\$ 100.00	\$ 100.00
<b>CAMPGROUND</b>		
<b>Campground Fees</b>		
Camper site with electricity-per day per site	\$ 15.00	\$ 20.00
Dumping station for non-campers per event	\$ 10.00	\$ 20.00
Refundable key deposit per stay	\$ 20.00	\$ 20.00
<b>PARKS</b>		
<b>Haymarket Square</b>		
Rental Resident per 1/2 day	\$ 25.00	\$ 50.00
Rental Non-Resident per 1/2 day	\$ 50.00	\$ 150.00
Deposit Event with Alcohol	\$ 150.00	\$ 150.00
Deposit Event without Alcohol	\$ 50.00	\$ 50.00
Electricity (fee per event)	\$ 15.00	\$ 30.00
<b>Landing Park</b>		
Park Rental Resident (per hour)	\$ 15.00	\$ 30.00
Park Rental Non-Resident (per hour)	\$ 20.00	\$ 60.00
Damage Deposit	\$ 100.00	\$ 100.00
Bridge Tender's Building Rental (per event)	\$ 20.00	\$ 50.00
Bridge Tender's Building Key Deposit	\$ 20.00	\$ 20.00

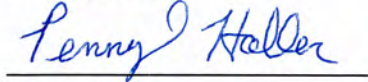
**City of Leavenworth**  
**Parks & Recreation Fee Schedule - Proposed Increases as of January 1, 2025**

Description of Activity or Rental	Current Fees	Proposed 2025 Fees
<b>Parks Continued</b>		
<b>Park Shelters (fee per day)</b>		
*REMOVE* Cody Park Restroom Overhang Resident	\$ 10.00	REMOVE
*REMOVE* Cody Park Restroom Overhang NR	\$ 15.00	REMOVE
Cody Park Main Shelter Resident	\$ 35.00	\$ 55.00
Cody Park Main Shelter Non-Resident	\$ 40.00	\$ 70.00
David Brewer Park Restroom Overhang Resident	\$ 10.00	\$ 20.00
David Brewer Park Restroom Overhang Non-resident	\$ 15.00	\$ 30.00
David Brewer Park Main Shelter Resident	\$ 25.00	\$ 35.00
David Brewer Park Main Shelter Non-Resident	\$ 30.00	\$ 45.00
Dougherty Park Restroom Overhang Resident	\$ 10.00	\$ 20.00
Dougherty Park Restroom Overhang Non-Resident	\$ 15.00	\$ 30.00
Hawthorn Park Shelter Resident	\$ 25.00	\$ 60.00
Hawthorn Park Shelter Non-Resident	\$ 30.00	\$ 80.00
North Esplanade Park Shelter Resident	\$ 25.00	\$ 30.00
North Esplanade Shelter Non-Resident	\$ 30.00	\$ 40.00
Ray Miller Park Shelter Resident	\$ 10.00	\$ 20.00
Ray Miller Park Shelter Non-Resident	\$ 15.00	\$ 30.00
Riverfront Pk Campground Shelter Resident	\$ 25.00	\$ 35.00
Riverfront Pk Campground Shelter Non-Resident	\$ 30.00	\$ 45.00
Stubby Park Shelter Resident	\$ 10.00	\$ 60.00
Stubby Park Shelter Non-Resident	\$ 15.00	\$ 80.00
VA Park Shelter Resident	\$ 10.00	\$ 20.00
VA Park Shelter Non-Resident	\$ 15.00	\$ 30.00
Wollman Park East Shelter Resident	\$ 25.00	\$ 30.00
Wollman Park East Shelter Non-Resident	\$ 30.00	\$ 55.00
Wollman Park Main Shelter Resident	\$ 50.00	\$ 75.00
Wollman Park Main Shelter Non-Resident	\$ 55.00	\$ 110.00
Wollman Park West Shelter Resident	\$ 25.00	\$ 35.00
Wollman Park West Shelter Non-Resident	\$ 30.00	\$ 60.00
<b>Other Fees</b>		
Park "enhanced CMB" permit-per event w/ shelter	\$ 10.00	\$ 20.00
Noise Permit application fee	\$ 5.00	\$ 20.00
Power Pedestal Rental	\$ 50.00	\$ 100.00
Power Pedestal Damage Deposit	\$ 250.00	\$ 500.00
*REMOVE* Picnic Table	\$ 5.00	REMOVE
<b>Legacy Tree &amp; Memorial Bench</b>		
Legacy Tree Program	\$ 200.00	\$ 325.00
Memorial Bench	Varies	Varies
<b>TOTAL ESTIMATED INCREASE IN REVENUE BASED ON NEW RATES</b>		<b>\$ 104,000.00</b>



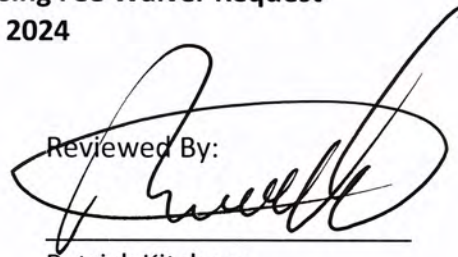
**Policy Report**  
**Excel Development Senior Housing Fee Waiver Request**  
**October 22, 2024**

Prepared By:



Penny Holler  
Assistant City Manager

Reviewed By:



Patrick Kitchens  
Interim City Manager

**ISSUE:**

Consider approving the revised Resolution of Support and the Fee Waiver Letter for the 10<sup>th</sup> Avenue senior affordable housing project by Excel Development.

**BACKGROUND:**

Excel Development Group is planning to build an affordable senior housing project on 10<sup>th</sup> Avenue (north of Walmart). The project will include 15 duplex buildings (30 units in total) for seniors age 55 and older whose incomes are less 60% or less of the Area Median Income (AMI). During the December 23, 2023 meeting, approval was provided for the project to receive Industrial Revenue Bonds (IRBs), a waiver of City fees up to \$40,000 and a letter of support for the project. Those three items were included in Excel Development Group's application to the Kansas Housing Resources Corporation for Low Income Housing Tax Credits (LIHTC).

While the project scored well on the tax credit criteria, Excel notified the City that they were one point away from receiving tax credit approval. The KHRC counted the fee waiver letter of "up to \$40,000" as not meeting a \$40,000 threshold, therefore they received only partial credit. Excel has requested a fee waiver letter in the amount of \$40,000.

Staff reviewed that request. City development fees derive from a combination of sources including administrative costs associated with project review and approval as well as hard costs to extend City infrastructure like sanitary sewer. After a review of those fees, staff recommends approval for the language update to allow a fee waiver in the amount of \$40,000 since it is anticipated that can be done without an undue financial burden to the City's hard costs.

**ATTACHMENTS:**

Resolution of Support  
Fee Waiver Letter  
Policy Report December 23, 2023

**RESOLUTION B-2383**

**A RESOLUTION OF SUPPORT OF LOW INCOME HOUSING TAX CREDITS FOR EXCEL DEVELOPMENT GROUP HOUSING DEVELOPMENT AT 4714 S 10TH AVENUE LEAVENWORTH KANSAS**

**WHEREAS**, the City of Leavenworth, Kansas has been informed by Excel Development Group that Low Income Housing Tax Credits (LIHTC) from the Kansas Housing Resources Corp. are necessary to move forward with an age-restricted (55+) residential housing development at 4714 S 10th Avenue in Leavenworth, Kansas; and

**WHEREAS**, this housing project contains 15 duplex buildings – 30 units – in total; and

**WHEREAS**, the units will be reserved for seniors 55 and older, whose incomes are 60%, or less, of area median income (AMI); and

**WHEREAS**, the individual units will have Energy Star rated or equivalent appliances, washers/dryers; and

**WHEREAS**, the property will have the following amenities: community building, garages; and

**WHEREAS**, the City of Leavenworth will provide fee waivers in the amount of \$40,000.

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

**Section 1.** The Mayor and City Commission, City of Leavenworth supports and approves the development of the aforesaid housing in our community, subject to City ordinances and the building permit process.

**Section 2.** In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

**ADOPTED THIS** 22nd day of October 2024.

\_\_\_\_\_  
Griff Martin, Mayor

{Seal}  
ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk





October 22, 2024

Wayne Mortensen  
Vice President of Development  
Excel Development Group  
8551 Lexington Ave  
Lincoln, NE 68505

Dear Mr. Mortensen,

The City of Leavenworth is thrilled that you are working toward building an affordable senior housing project on 10<sup>th</sup> Avenue in Leavenworth.

We fully support the Excel Development tax credit application to the Kansas Housing Resources Corporation for the Pinewood Estates Development.

To further show our support, the City intends to waive permit fees in the amount of \$40,000.

This project is much needed and we look forward to working with Excel.

Sincerely,

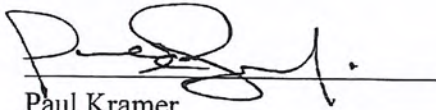
Griff Martin  
Mayor

## Policy Report

Excel Development Group – Tax credit application proposal

Dec. 12, 2023

Prepared by:



Paul Kramer

City Manager

### **Background:**

The City has been working with Excel Development Group on a senior (55+) residential project for consideration under the Low Income Housing Tax Credits (LIHTC) program from the Kansas Housing Resources Corp (KHRC). The proposed development would be submitted through KHRC for competitive award in early 2024.

### **Issue:**

As part of the process, Excel Development Group approached the City about providing local support for an application to the State of Kansas for LIHTC for residential development on 10<sup>th</sup> Avenue, immediately north of Wal-Mart. The development would be limited to those 55 years old or older and include a first phase of 15 duplex housing units. Along with a resolution of support, KHRC requires that the local government waive development fees up to \$40,000 and indicate a willingness to issue Industrial Revenue Bonds (IRBs) to exempt the tangible personal property and services purchased in connection with the construction of the project from sales tax imposed by the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 et seq).

### **Action:**

It is recommended that the City Commission approve a resolution of support for the Excel Development Group for application of Low Income Housing Tax Credits from the Kansas Housing Resources Corp., as well as the fee waiver letter and non-binding resolution of intent to issues Industrial Revenue Bonds.

### ATTACHMENTS:

- 1) Resolution of support
- 2) Non-binding IRB resolution
- 3) Fee waiver letter



**RESOLUTION B-2356**

**A RESOLUTION OF SUPPORT OF LOW INCOME HOUSING TAX CREDITS FOR EXCEL DEVELOPMENT GROUP HOUSING DEVELOPMENT AT 4714 S 10TH AVENUE LEAVENWORTH KANSAS**

**WHEREAS**, the City of Leavenworth, Kansas has been informed by Excel Development Group that Low Income Housing Tax Credits (LIHTC) from the Kansas Housing Resources Corp. are necessary to move forward with an age-restricted (55+) residential housing development at 4714 S 10th Avenue in Leavenworth, Kansas; and

**WHEREAS**, this housing project contains 15 duplex buildings – 30 units – in total; and

**WHEREAS**, the units will be reserved for seniors 55 and older, whose incomes are 60%, or less, of area median income (AMI); and

**WHEREAS**, the individual units will have Energy Star rated or equivalent appliances, washers/dryers; and

**WHEREAS**, the property will have the following amenities: community building, garages; and

**WHEREAS**, the City of Leavenworth will provide fee waivers in the amount not to exceed \$40,000.

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

**Section 1.** The Mayor and City Commission, City of Leavenworth supports and approves the development of the aforesaid housing in our community, subject to City ordinances and the building permit process.

**Section 2.** In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

**ADOPTED THIS** 12th Day of December 2023.

\_\_\_\_\_  
Mayor

{Seal}

ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk



**RESOLUTION NO. B-2357**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS DETERMINING THE ADVISABILITY OF ISSUING INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUIRING, CONSTRUCTING AND EQUIPPING OF A MULTIFAMILY HOUSING FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS**

**WHEREAS**, the City of Leavenworth, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Leavenworth, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

**WHEREAS**, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$8,500,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquiring, constructing and equipping of a Multifamily Housing facility (the "Project") to be located in the corporate limits of the Issuer and to be leased by the Issuer to Pinewood Estates I, LLC, or another legal entity to be formed by the principals of Pinewood Estates I, LLC (the "Tenant").

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

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquiring, constructing and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$8,500,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Trust Indenture, Site Lease, Project Lease, Bond Purchase Agreement or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and



expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. **Sales Tax Exemption.** The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the "Sales Tax Act"), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 5. **Reliance by Tenant; Limited Liability of Issuer.** It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 6. **Further Action.** The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer's counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 7. **Effective Date.** This resolution shall become effective upon adoption by the Governing Body.

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**ADOPTED** by the governing body of the City of Leavenworth, Kansas on December 12, 2023.

[SEAL]

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

**CERTIFICATE**

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on December 12, 2023, as the same appears of record in my office.

DATED: December 12, 2023

\_\_\_\_\_  
Clerk





December 12, 2023

Connor Menard  
Development Director  
Excel Development Group  
8551 Lexington Ave.  
Lincoln, NE 66048

Dear Mr. Menard,

The City of Leavenworth is thrilled that you are working toward building a housing project on 10<sup>th</sup> Avenue in Leavenworth.

We fully support the Excel Development application to the Kansas Resources Housing Corp for the Pinewood Estates I development.

To further show our support, the City intends to waive permit fees in an amount not to exceed \$40,000 for the project.

This project is much needed and we look forward to working with Excel.

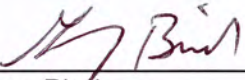
Respectfully,

Paul Kramer  
City Manager

**POLICY REPORT NO FD. 2024-006  
REQUEST FOR APPROVAL FOR THE PURCHASE OF SELF CONTAINED  
BREATHING APPARATUS (SCBA) FOR THE FIRE DEPARTMENT**

October 22, 2024

Prepared by:

  
\_\_\_\_\_  
Gary Birch,  
Fire Chief

Reviewed by:

  
\_\_\_\_\_  
Patrick Kitchens,  
Interim City Manager

**ISSUE:**

The Fire Department is requesting approval to purchase 33 Self Contained Breathing Apparatus; replacing the current units, which are 10 years old and requiring constant repairs. The National Fire Protection Association (NFPA) standards regulate safety changes every three years. These new SCBA's will meet the latest safety updates. The key changes to the standards include increased lens integrity testing, new voice amplification requirements, end-of-service time indicator changes, requirements for emergency breathing support systems and updating the intrinsic safety standards with universal PASS sound.

**BACKGROUND:**

The primary purpose of the Self-Contained Breathing Apparatus is to ensure respiratory protection to our firefighters. Alongside turnout gear, SCBAs safeguard our personnel from exposure to superheated toxic gases and oxygen-deficient environments.

**RECOMMENDATION:**

A small committee reviewed both SCBA's after the on-site presentations. Fire Department personnel believes this purchase will enhance the safety and effectiveness of our firefighting operations.

<b>Manufacture</b>	<b>Vendor</b>	<b>Cost</b>
SCOTT	FELD Fire Equipment	\$302,537.14
MSA	CONRAD Fire Equipment	\$301,257.89

Staff recommends accepting the Conrad Fire Equipment quote utilizing the HGAC purchasing consortium for \$301,257.89.

\*This quote does includes two new Rapid Intervention Team (RIT) packs. The standalone quote for the RIT packs was \$10,860.00.

**BUDGE IMPACT:**

The City's 2025 CIP included \$345,000 for the purchase of SCBA equipment for the Fire Department.



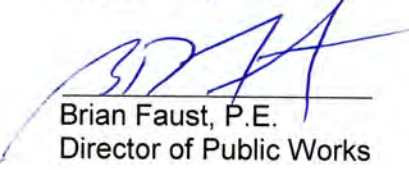
POLICY REPORT PWD NO. 24-37

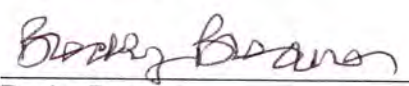
CONSIDER APPROVAL OF CONTRACT CHANGE ORDER NO. 1  
WITH LINAWEAVER CONSTRUCTION RELATED TO THE  
MSC/PD STORAGE BUILDING

October 22, 2024

Prepared by:

Reviewed by:

  
Brian Faust, P.E.  
Director of Public Works

  
Becky Beaver,  
Asst. Operations Superintendent

  
Patrick Kitchens,  
Interim City Manager

**ISSUE:**

Consider approval of Contract Change Order No. 1 related to the construction of the MSC/PD Storage Building at 790 Thornton Street.

**BACKGROUND:**

The City budgeted \$150,000 in 2023 for the construction of a storage facility at the MSC that would be used by both the Service Center and the Police Department. After discussing the project with local contractors, it became clear that funding was not sufficient to construct the building.

In the 2024 CIP, the estimate was updated to \$300,000. In order to save on construction costs, Becky Beaver, Assistant Operations Superintendent, was tasked to act as the General Contractor and coordinate all needed subs instead of hiring one firm to do all the work. City staff constructed the pad site and relocated conflicting utilities.

The building was constructed by QSI for a cost of \$71,730. The low bid for the concrete floor was submitted by Linaweaver Construction for \$43,494. The floor consisted of a 6" thick portion for the specialty police vehicles and a 4" section for municipal equipment. Once the building was constructed, staff determined that loaded salt trucks for winter use could fit inside the building. While equipment like pothole patch and crack seal trailers would be fine on a 4" slab, loaded dump trucks would likely cause a premature failure of the slab. In addition, snow melt from the dump trucks would necessitate a floor drainage system.

Staff reached out to Linaweaver and asked for the cost to increase the slab thickness and install both a road-rated floor drainage system and concrete approach. The cost for these upgrades is \$40,933.60.

Cost Summary:	Item Cost	Total Estimated Cost
Building:	\$71,730	\$71,730
Concrete (original bid):	\$43,494.00	\$115,224
CO 1:	\$40,933.60	\$156,157.60
Electrical Work (estimate):	\$30,000	\$186,157.60
Wall and other items:	\$10,000	\$196,157.60
Contingency (10%):	\$30,000	<b>\$226,157.60</b>
<b>Approved CIP Amount</b>		<b>\$300,000</b>

**POLICY:**

City Commission reviews all change orders of this type.

**RECOMMENDATION:**

Staff recommends approval of Contract Change Order No. 1 with Linaweaver Construction in the amount of \$40,933.60.

**ATTACHMENTS:**

Change Order  
2024 CIP Sheet





**Linaweaver Construction, Inc.**

719 E Gilman Rd  
Lansing, KS 66043  
913-351-3474  
marcus@linaweaver.com  
www.linaweaver.com

**CHANGE ORDER**

ESTIMATE REVISION	DATE
	10/16/2024

Project		Plans Dated			
LV POLE BARN					
CONTACT PERSON	CONTACT NUMBER	EMAIL ADDRESS			
Work Description		Quantity	Unit	Unit Price	Total
1	INSTALL MILLINGS TO BRING TO GRADE (10.11.24)	1	LS	\$ 2,680.00	\$ 2,680.00
2	6" CONCRETE (4000 PSI)(SMOOTH FINISH)	3600	SF	\$ 1.50	\$ 5,400.00
3	6" CONCRETE (4000 PSI) APPROACH WITH REBAR	1920	SF	\$ 8.33	\$ 15,993.60
4	INSTALL CAST IN PLACE TRENCH DRAIN	30	LF	\$ 450.00	\$ 13,500.00
5	POWER WASH AND APPLY SALT GUARD	6720	SF	\$ 0.50	\$ 3,360.00
Tax Exempt - Yes					
Prevailing Wage - No					
				<b>TOTAL AMOUNT</b>	<b>\$ 40,933.60</b>

Exclusions:

Prices are good for 30 days.

Marcus Linaweaver  
PREPARED BY

\_\_\_\_\_  
SIGNATURE

10/16/2024  
DATE

\_\_\_\_\_  
ACCEPTED BY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Capital Improvements Program  
2024 - 2028  
Police - Safety & Municipal Storage Building**

**Purpose:**

This allocation provides funding to purchase and erect a 40' x 60' Morton Building with 4 bays and garage doors with concrete floors and lighting to store two specialty police service vehicles and several pieces of municipal equipment.

Source	Comments	Year	Requested	Projected
Sales Tax		2024	\$ 300,000	\$ 300,000
		2025	-	-
		2026	-	-
		2027	-	-
		2028	-	-
			<b>\$ 300,000</b>	<b>\$ 300,000</b>

Uses	Comments	Year	Requested	Projected
Various	Building will store police vehicles and public works equipment	2024	\$ 300,000	\$ 300,000
		2025	-	-
		2026	-	-
		2027	-	-
		2028	-	-
			<b>\$ 300,000</b>	<b>\$ 300,000</b>





**POLICY REPORT NO. P&R 04-24**

**Consider Approval of the Design-Build Amendment with Sands Construction Company for Construction of New Administrative Offices for the Parks and Recreation Department**

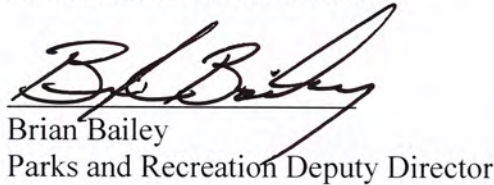
**City Project No. 2023-RCCOFFICE**

**October 22, 2024**

**PREPARED BY:**

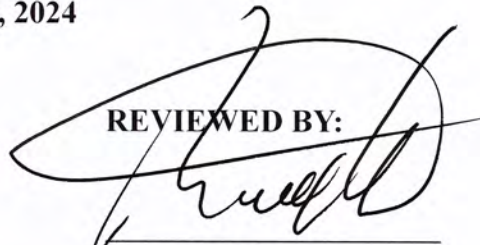


Steve Grant  
Parks and Recreation Director



Brian Bailey  
Parks and Recreation Deputy Director

**REVIEWED BY:**



Patrick Kitchens  
Interim City Manager

**ISSUE:**

Consider approval of a design-build amendment with Sands Construction Company for the construction of Parks and Recreation Administrative Offices at the Riverfront Community Center.

**BACKGROUND:**

The 2023 Capital Improvement Program allocated funds for the construction of new administrative offices for the Parks and Recreation Department at the Riverfront Community Center. The area of the remodel is the south wing portion of the building on the main floor, covering approximately 2550 square feet. The new office area will include a dedicated Parks and Recreation Department entrance off Esplanade Street, a foyer waiting area, window for public service, restrooms, copy room, breakroom/kitchen, conference room, and five professional offices.

In March of 2023, staff solicited requests for qualifications from design-build teams for the project. At the October 10, 2023 meeting, the City Commission approved the design-build contract with Sands Construction.

After much design work and construction negotiation with Sands Construction, staff and the design-build team have reached a total project design and construction cost not to exceed \$384,923.

**BUDGET IMPACT:**

During the CIP budget process, the City Commission approved \$385,000 for this project. The City has already spent \$1,369.14 on this project for the purpose of creating plans to be included in the

bid documents. In addition, new office furniture will cost approximately \$48,000. Therefore, the total cost of the project will be approximately \$434,292.14, which is \$49,292.14 over budget. There are sufficient reserves in the CIP Sales Tax Fund to cover the additional costs of this project. The furniture will be purchased after the project is complete.

**RECOMMENDATION:**

Staff recommends the City Commission approve the amendment between the City and Sands Construction Company at the guaranteed maximum price of \$384,923 defined in the amendment and authorize the Mayor to sign the agreement.

**ATTACHMENTS:**

- \*Design-Build Amendment – Exhibit A
- \*Floor Plan & Construction Renderings



# AIA<sup>®</sup> Document A141<sup>™</sup> - 2014

## Exhibit A

### *Design-Build Amendment*

This Amendment is incorporated into the accompanying AIA Document A141<sup>™</sup>-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 25th day of September in the year 2023 (the "Agreement")  
(In words, indicate day, month and year.)

**for the following PROJECT:**

(Name and location or address)

Design Build, Parks & Recreation Administration Office Relocation  
Leavenworth Community Center  
123 S Esplanade St, Leavenworth, KS 66048

**THE OWNER:**

(Name, legal status and address)

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

**THE DESIGN-BUILDER:**

(Name, legal status and address)

Sands Construction, LLC  
1284 Eisenhower Rd  
Leavenworth, KS 66048

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

**TABLE OF ARTICLES**

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

**ARTICLE A.1 CONTRACT SUM**

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

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[  ] Stipulated Sum, in accordance with Section A.1.2 below



§ A.1.2.1 The Stipulated Sum shall be a not-to-exceed amount of **\$384,923.00**, as described in that certain LV Parks & Rec Relocation – FINAL budget prepared by Design-Builder dated September 20, 2024 (the “Final Budget”), which is attached hereto and incorporated herein by this reference (which sum does not include the FF&E (Furniture) Allowance as described in such Final Budget, which is not included in the Work), subject to authorized adjustments as provided in the Design-Build Documents. Notwithstanding the Final Budget, the not-to-exceed Stipulated Sum also does not include those costs payable for Work performed prior to the execution of this Amendment, as provided in Section 2.1.1 of the Agreement, including but not limited to the amounts provided for “Architectural and General Contractor for Design Services” as described therein, which costs shall be paid or payable as provided in the Agreement.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)*

See Final Budget.

§ A.1.2.3 Unit prices, if any:  
*(Identify item, state the unit price, and state any applicable quantity limitations.)*

Item	Units and Limitations	Price per Unit (\$0.00)
See Final Budget	See Final Budget	See Final Budget.

§ A.1.3 Intentionally deleted.

§ A.1.4 Intentionally deleted.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ A.1.5.1.3 The parties acknowledge and agree that Owner’s City Commission regularly meets only twice per month, and that such limited meeting schedule shall be deemed an extenuating circumstance for purposes of K.S.A. 16-1901, *et seq.*, as amended. Subject to extenuating circumstances, as described in K.S.A. 16-1901 *et seq.*, amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.  
*(Insert rate of monthly or annual interest agreed upon.)*

Eighteen percent (18%) per annum

*(Federal, state or local laws may require payment within a certain period of time.)*

§ A.1.5.1.4 Intentionally deleted.

§ A.1.5.1.5 With each Application for Payment, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.



This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ A.1.5.2 Progress Payments—Stipulated Sum**

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)*

See Sec. 9.3.1.3 of the Agreement.

§ A.1.5.3 Intentionally deleted.

§ A.1.5.4 Intentionally deleted.



**§ A.1.5.5 Final Payment**

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder’s responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 Intentionally deleted.

**ARTICLE A.2 CONTRACT TIME**

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than one hundred twenty (120) days from the date of this Amendment, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

The Owner will suffer financial damages if the Project is not Substantially Complete on the date(s) set forth above. The Design-Builder (and its surety) shall pay to Owner sums hereinafter stipulated as fixed, agreed, and stipulated liquidated damages (and not as a penalty) for each calendar day of delay until there is Substantial Completion of the entire Work: **\$100.00** per day. Owner and Design-Builder further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, and (ii) the amount specified above is a reasonable approximation of, and is not plainly or grossly disproportionate to, the amount of damages Owner is likely to suffer.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The Specifications:

*(Either list the specifications here or refer to an exhibit attached to this Amendment.)*

See Leavenworth Parks & Recreation Office Remodel Pricing Set dated September 16, 2024, prepared by DesignLab, attached hereto and incorporated herein by this reference.

§ A.3.1.3 The Drawings:

*(Either list the drawings here or refer to an exhibit attached to this Amendment.)*

See Leavenworth Parks & Recreation Office Remodel Pricing Set dated September 16, 2024, prepared by DesignLab, attached hereto and incorporated herein by this reference.

§ A.3.1.4 The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*



Title	Date	Pages
N/A		

Other identifying information:

N/A

**§ A.3.1.5 Allowances and Contingencies:**

*(Identify any agreed upon allowances and contingencies, including a statement of their basis.)*

.1 Allowances

See Final Budget (but excluding any FF&E (Furniture) Allowance).

.2 Contingencies

See Final Budget.

**§ A.3.1.6 Design-Builder's assumptions and clarifications:**

See Final Budget.

**§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:**

See Final Budget.

**§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:**

N/A

**ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**

**§ A.4.1 The Design-Builder's key personnel are identified below:**

*(Identify name, title and contact information.)*

.1 Superintendent

To be determined.

.2 Project Manager

To be determined.

.3 Others

To be determined.

**§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:**

*(List name, discipline, address and other information.)*

See Final Budget.

**ARTICLE A.5 COST OF THE WORK**

**§ A.5.1 Cost To Be Reimbursed as Part of the Contract**

**§ A.5.1.1 Labor Costs**

**§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.**



§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 [Intentionally deleted.]

§ A.5.1.2 **Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 **Costs of Materials and Equipment Incorporated in the Completed Construction**

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 **Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions and postage and parcel delivery charges.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 **Miscellaneous Costs**

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.



§ A.5.1.5.2 The Design-Builder acknowledges that the Project is tax-exempt and Owner shall not be responsible for any sales, consumer, use and similar taxes, for the Work provided by the Design-Builder. Any assessed tax because of Design-Builder oversight shall be at Design-Builder's cost.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 [Intentionally deleted.]

§ A.5.1.5.9 [Intentionally deleted.]

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 [Intentionally deleted.]

#### § A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

#### § A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:



- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

**§ A.5.3 Discounts, Rebates, and Refunds**

**§ A.5.3.1** Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

**§ A.5.3.2** Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**§ A.5.4 Other Agreements**

**§ A.5.4.1** When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ A.5.4.2** Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

**§ A.5.4.3** The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

**§ A.5.5 Accounting Records**

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

**§ A.5.6 Relationship of the Parties**

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an



adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

**§ A.5.5 Additional Terms**

**§ A.5.5.1** The Design-Builder shall maintain good Project site cleanup standards at all times as an integral part of the Work. Daily cleanup of work, lay-down, access and personnel areas is mandatory and must be performed to ensure a Project site free of hazards. Notwithstanding anything to the contrary in the Contract Documents, the Design-Builder agrees to perform regular sweeps of the Project site with Rare Earth Magnets (K&J Magnetics, Inc. – Model BYOX08-N52, equal or better as a measurement of pull force), as required to ensure a Project site free of hazards. These Project site cleanup activities must be documented on daily reports and submitted to the Owner monthly.

**§ A.5.5.2** As a requirement of attaining Substantial Completion status, the Design-Builder shall notify the Owner in writing when all construction debris has been eliminated from the Project site. As an additional requirement of attaining Substantial Completion status, the Design-Builder shall notify the Owner in writing when all hazards and metal objects, including, but not limited to, nails, screws, sheet metal shards, razor blades, bolts, washers, wire, etc., on and within 100 feet of the Project site have been removed and that no metal objects exist within the Project site as a result of the Work or any previous activity, whether the responsibility of the Design-Builder or not. Upon Substantial Completion of the Project, the Owner will invite the Design-Builder to participate in a contract compliance verification survey of the Project site. If any metal objects are found by the Owner through use of the magnets identified above, equal or less, each metal object found will result in a deduct of \$100.00 to the final Contract Amount.

**§ A.5.5.3** Notwithstanding anything to the contrary in the Contract Documents, the requirements necessary for achieving Substantial Completion for all or part of a Project are as follows:

- (a) The Design-Builder shall submit the Design-Builder's detailed list of anticipated punch list items to the Owner and notify the Owner that the Project is available for consideration of Substantial Completion status.
- (b) All scope of Work as originally defined by base bid/guaranteed maximum price proposal/amendment, plus any accepted alternates and all post bid scope changes, shall be complete.
- (c) All areas affected by the Project shall be available for the Owner's use and must allow all intended purposes of the Project site to be afforded to the Owner.
- (d) All areas affected by the Project shall be clean and free of sharp metal objects and/or hazards as required by the Contract Documents.
- (e) A Temporary Certificate of Occupancy, if required, shall be secured by the Design-Builder from the authority having jurisdiction.

When the Design-Builder has met the requirements identified in subparagraphs (a) through (e) above, the Owner will (a) establish the date of Substantial Completion, (b) formalize this through the execution of the appropriate documents, and (c) begin the process of developing the Owner's punch list for the Project. Punch list items shall be completed as coordinated with the Owner at times when these activities will not infringe on, nor interfere with, the ability of the Owner to fully utilize areas of the Project for planned activities. The date of Substantial Completion shall be the date used to determine if, and to what extent, Liquidated Damages are assessed to the Design-Builder.

**§ A.5.5.8** Notwithstanding anything herein or in the Agreement to the contrary, in a facility occupied by anyone other than the Design-Builder's employees, contractors, subcontractors, and Owner's Project representatives or construction contractors, the Design-Builder must provide personnel and materials required by the jurisdiction having authority to staff and document a fire watch of the entire facility for any duration construction activities require the fire alarm system be placed in test mode.

*[Remainder of Page Intentionally Left Blank. Signature Page Follows Directly.]*

This Amendment to the Agreement entered into as of the day and year first written above.

**OWNER:**

**CITY OF LEAVENWORTH, KANSAS**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Sarah Bodensteiner, CMC  
City Clerk

**DESIGN-BUILDER:**

**SANDS CONSTRUCTION, LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

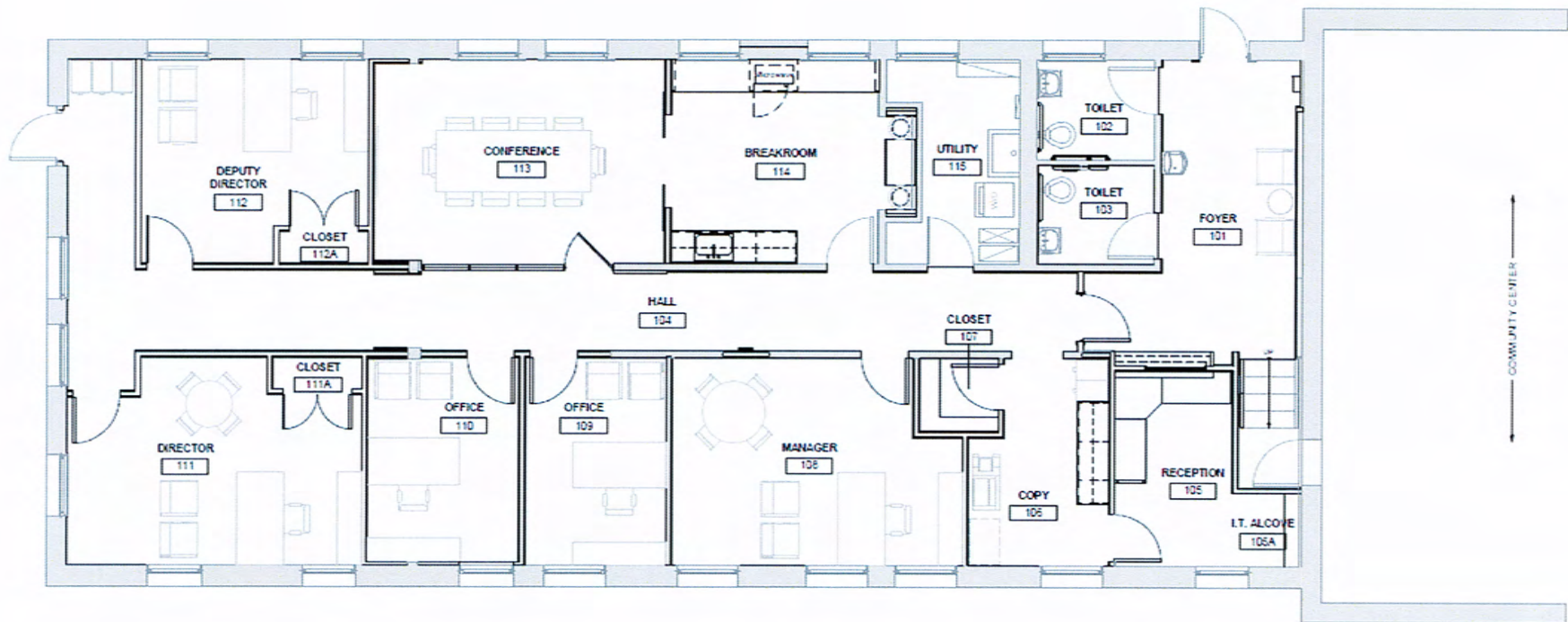
Date: \_\_\_\_\_



# PARKS & RECREATION OFFICE REMODEL







**OFFICE REMODEL**







**1 - VIEW OF LOBBY**

LEAVENWORTH PARKS & RECREATION OFFICE  
9/21/2024





**2 - VIEW OF RECEPTION**  
LEAVENWORTH PARKS & RECREATION OFFICE  
9/21/2024





**3 - VIEW OF CONF ROOM ENTRY**

LEAVENWORTH PARKS & RECREATION OFFICE  
9/21/2024





**4 - VIEW OF CONF ROOM**

LEAVENWORTH PARKS & RECREATION OFFICE  
9/21/2024





**5 - VIEW OF BREAK ROOM**  
LEAVENWORTH PARKS & RECREATION OFFICE  
9/21/2024

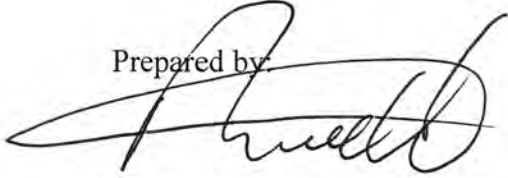


THANK YOU



**Policy Report**  
**Revision to Municipal Code of Ordinances**  
**October 22, 2024**

Prepared by



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Patrick R. Kitchens  
Interim City Manager

**ISSUE:**

The Police Department is requesting the City Commission place an ordinance on first consideration that modifies *Chapter 44, Section 87 - No Parking Anytime*.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**BACKGROUND:**

In September of 2024 the City of Leavenworth received requests from EMS Director Jamie Miller and President of St. Mary University, Sister Diane Steel, to restrict parking on the east side of Hughes Road from Muncie Road from McDonald Road.

The matter was reviewed by the Police Department Traffic unit and finds the request to be reasonable. There are two events that are the precipice for the new parking restrictions. We have seen a small uptick in traffic accidents including an ambulance that struck a parked car on the way to a call. Further, St. Mary's constructing a new parking lot on campus with 84 new spaces that help alleviate some parking problems on campus.

**BUDGET IMPACT:**

There is no budget impact.

**COMMISSION ACTION:**

Place an ordinance on first consideration that changes *Chapter 44, Section 87* by adding "No Parking Anytime on the east side of Hughes Road from Muncie Road to McDonald Road."



# Parking on Hughes Road



0 200 400 800 Feet

Map Prepared by LV GIS 10/17/24





(Summary Publish in the Leavenworth Times on \_\_\_\_\_)

**ORDINANCE NO. XXXX**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS; CHAPTER 44 TRAFFIC AND VEHICLES, SECTION 44-87 NO PARKING ANYTIME RELATED TO THE EAST SIDE OF HUGHES ROAD BETWEEN MUNCIE ROAD AND MACDONALD ROAD. PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.**

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

**Section 1.** That the Code of Ordinance of the City of Leavenworth, Kansas, Chapter 44 Traffic and Vehicles, Section 44-87 No parking any time, is hereby deleted in its entirety and amended to read as follows:

**Sec. 44-87. No parking any time.**

The parking of automobiles, motor trucks, carriages, wagons and any and all other vehicles is prohibited on the following streets at any time:

- 1) Second Avenue, west side, lying east of block E, Fackler's Addition to the city, from the north side of Linn Street to the south side of Elm Street.
- 2) Second Avenue (originally platted as Sixth Street), west side, from the intersection with Linn to the intersection with Elm.
- 3) Fourth Street, both sides, from the north side of Eisenhower Road to the south side of Metropolitan.
- 4) Fifth Avenue, east side, from a point 70 feet south of the south curblineline of Marshall Street to a point 70 feet north of the north curblineline of Marshall Street.
- 5) Fifth Avenue, east side, from the south side of Olive Street to the north side of Spruce Street.
- 6) Fifth Avenue, west side, from a point 70 feet north of the north curblineline of Marshall Street to a point 97 feet south of the south curblineline of Marshall Street.
- 7) Fifth Street, approximately eight feet adjacent to the entrance area at the dog and cat clinic located at 1101 North Fifth Street.
- 8) Hughes Road, east side, from the north side of Muncie Road to the south side of McDonald Road.
- 9) Sixth Avenue, west side, from James to Prospect.
- 10) Seventh Street, east side, from the south side of Walnut Street to the north side of Olive Street.



- 11) Seventh Street North, both sides, from the north side of Cheyenne Street to the south side of Metropolitan Avenue.
- 12) Seventh Street, west side, from the intersection of Spruce Street to the intersection of Olive.
- 13) Seventh Street West, west side, from the intersection of Seventh and Short to the intersection of West Seventh Street and Oak.
- 14) Seventh Street, from the north curblineline to Marshall Street, to a point 30 feet north on West Seventh Street.
- 15) Tenth Avenue, east side, from Pennsylvania to Metropolitan Street.
- 16) Tenth Avenue, both sides, from Pennsylvania to Eisenhower Street.
- 17) Tenth Street, east side, from Pennsylvania to Metropolitan Street.
- 18) 14th Street, on either side, between New Lawrence Road and a point 150 feet south of Independence Court.
- 19) 14th Street, west side, from the south side of Metropolitan Street to the north side of Cheyenne Street.
- 20) 15th Street, south, west side, from the south side of Vilas Street to the north side of Limit Street.
- 21) 20th Street, both sides, from the north side of Spruce Street to the south side of Metropolitan.
- 22) 20th Street Trafficway, both sides, north of Eisenhower to its terminus.
- 23) 21<sup>st</sup> Street, west side from Choctaw Street to Shawnee Street.
- 24) Columbia, west side, from Charles Street for a distance of 77 feet.
- 25) Commercial Street, south side, from Fourth Street to Commercial Place.
- 26) Dakota Street, north side, from the intersection of 18th Street to the city limits.
- 27) Dakota Street, both sides, from the intersection of Cheyenne curve east to the railroad tracks.
- 28) Evergreen Street, from the west side of Fourth Street right-of-way line to the west line extended of lot 5, Thompson's Subdivision.
- 29) Frontage Street, from St. Mary's Street to Ash Street.
- 30) Limit Street, both sides, from Grand Avenue to Fourth Street.
- 31) Limit Street, both sides, from 14th to 15th Streets.
- 32) Limit Street, both sides, from 22nd Street to 16th Street.
- 33) Limit Street, south side, from 4th Street to Wilson Avenue.
- 34) Marion Street, both sides, from Fourth Street to Wilson Avenue.
- 35) New Lawrence Road, west side, from Wildwood to Gatewood.
- 36) Ohio Street, south side, from Grand Street to Klemp Street.
- 37) Oregon Street, from east of South Fourth Street.



- 38) Ottawa Street, south side, from 20th Street to 22nd Street.
- 39) Ottawa Street, north side, from 20th Street to the entrance of the parking lot at Sports Field.
- 40) Pennsylvania Street, north side, from the west side of Fifth Avenue to the east side of Broadway.
- 41) Seneca Street, south side, from Broadway and Third Street, except where authorized by posted signs.
- 42) Seneca Street, on the south side of Seneca Street between Second Street and Third Street.
- 43) Shawnee Street, south side, from Broadway west to 10th Street.
- 44) Shrine Park Road, both sides, from the north side of Eisenhower Road to the south side of Limit Street.
- 45) Spruce Street, both sides, from the west side of 15th Street to the city limits.
- 46) Spruce Street, both sides, from the west side of Third Street to the east side of Fourth Street.
- 47) Spruce Street, south side, from the west side of Fourth Street to the east side of 15th Street, with the exception that no parking shall be allowed from the east corner of lot 29, block 35, Central Subdivision, to the east side of Newman Street.
- 48) State Street and Evergreen Street, both sides, from the west side of the Fourth Street right-of-way line to Evergreen Street and western Evergreen Street to the west line of lot 5, Thompson's Subdivision.
- 49) Terrace Road, east side, between High Street and Sherman Avenue.
- 50) Vilas Street, both sides, from 22nd Street to 16th Street.
- 51) Wilson Avenue, on both sides of the street from St. Mary's Street to a point 100 feet north.

**Section 2. REPEAL.** Chapter 44 Traffic and Vehicles, Section 44-87 No parking any time of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

**Section 4: EFFECTIVE DATE.** This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

**PASSED and APPROVED** by the Governing Body on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Griff Martin, Mayor

{Seal}  
ATTEST:

\_\_\_\_\_  
Sarah Bodensteiner, CMC, City Clerk