



CITY OF LEAVENWORTH
100 N. 5th Street
Leavenworth, Kansas 66048

CITY COMMISSION STUDY SESSION
COMMISSION CHAMBERS
TUESDAY, SEPTEMBER 3, 2019 7:00 P.M.

Welcome - Please turn off or silence all cell phones during the Study Session.
Meetings are televised everyday on Channel 2 at 7 p.m. and midnight and available for viewing on YouTube

Study Session:

1. Land Bank for Leavenworth (pg. 2)
2. Proposed Updates to the Procurement Policy (pg. 4)
3. Kansas Department of Transportation Right-of-Way Mowing (pg. 48)
4. Review 16th Terrace & Thornton Drainage System Improvements (pg. 50)


POLICY REPORT

Land Bank for Leavenworth

September 3, 2019


Prepared By:
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Reviewed By:
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Reviewed By:
for Paul Kramer
City Manager

DISCUSSION

A land bank is a public authority created to efficiently hold, manage and develop tax-foreclosed or vacant property. Land banks act as a legal and financial mechanism to transform vacant, abandoned and tax foreclosed property back to productive use.

Legislation for land banks is in place for Kansas communities through the Kansas Statutes. To date there are land banks in Pittsburg, Junction City, Hutchinson and Kansas City, KS. Topeka is also currently considering a land bank.

Leavenworth could start with a limited land bank of properties identified by the Planning and Community Development Department. This will limit management to two or three properties a year and be only residential properties with structures (houses).

POTENTIAL LAND BANK PROCESS:

1. Identify the potential properties through the demolition process, code enforcement or staff identification.
2. Have a title company complete a title search. Attempt to contact owner and send letters of remediation with deadlines. If no contact from listed owner, move to next step.
3. Staff forwards property to Land Bank Board to determine whether the property will be accepted into the land bank. If accepted move to next step.
4. Property is advertised in legal section of the paper to locate owner.
5. Letters are sent to last known owner or relatives of owner.
6. Property owner donates property to the city or if no owner is found, land bank has attorney clear title.
7. The Land Bank sells the property with competitive bid and purchaser vetting.
 - To purchase a property, interested parties must complete an Offer to Purchase form spelling out use, timeframe and capital committed.
 - The City's Director of Planning and Community Development will review the Development Agreement to ensure the proposed work will bring the property into compliance with the City codes and building and zoning permits.
 - The applicant must not be delinquent on any licenses or taxes in City of Leavenworth or Leavenworth County. The applicant must not habitually violate city codes and/or fair

housing laws. The applicant must not have previously owned a property and incurred tax delinquencies.

- The applicant must demonstrate financial ability to complete the project proposed in the Development Agreement; this can be a letter of credit, pre-approval letter, or other documentation of financial ability.
8. The applicant should be able to complete the project set forth in the Development Agreement no longer than 12 months of receiving the property or the Board will remain able to enforce their right to recapture interest in the property.
 9. When all steps are followed, the property returns to the community as a home for a family and produces tax funds for the community. No vacant lots are created by demolition that need to be maintained by the City.

REQUIRED RESOURCES

Resources required would be existing staff time for administration of the program; legal fees for setting up the land bank according to State Statutes; and funds for title work and legal proceedings.

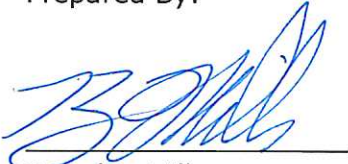
RECOMMENDED COURSE OF ACTION

Direct staff to prepare researched, in-depth information for establishing a limited land bank focusing on houses identified by the Planning and Community Development Department and present documents to the commission for consideration.

*Policy Report No. FIN-19-03
Proposed Updates to the Procurement Policy*

September 3, 2019

Prepared By:



Brandon Mills
Deputy Finance Director

Approved By:



Paul Kramer
City Manager

Issue:

Documentation of accounting policies and procedures is an effective method of establishing internal controls. Once policies and procedures are in place, it is necessary to review and update them for relevancy toward current processes and operations.

Background:

In September of 2016, the City Commission approved the current purchasing policy which the City utilizes. Since adoption, there have been changes in operations and purchasing that have made aspects of the policy obsolete. In addition, items previously omitted have been added.

The attached draft policy consolidates purchasing authorities in one location and clearly identifies what those authorities and responsibilities are.

The resulting document represents best practices, staff input, and other local government practices.

The most significant changes include:

- Increasing the threshold for Bid Bonds, Labor and Material Payment Bonds, and Performance Bonds for construction projects.
- The City of Leavenworth will no longer require that Affirmative Action letters be included in packets, but must still be maintained on file in the City Manager's office.
- The addition of a formal policy for Requests for Information (RFI).
- Addition of Procurement Ethics and Conflict of Interest section.
- Added language to allow finance staff to submit and receive notifications, protests, and challenges via email.

Recommendation:

After review by the Commission, staff recommends adoption of the purchasing policy.

Procurement Policies

City of Leavenworth, Kansas

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Introduction

Standardized purchasing provides an opportunity by which the City of Leavenworth may maximize financial resources through the use of sound procurement practices. The City of Leavenworth shall embody the following principles:

- To consider the best interests of the City in all transactions and to carry out its established policies,
- To purchase without prejudice, seeking to obtain the maximum value for each dollar expended in accordance with established City quality standards,
- To strive consistently for knowledge of materials, supplies, and services required for use by the City and to establish practical methods of acquiring them, and
- To foster honesty and truth in buying and to avoid conflicts of interest, unethical practices, and the appearance of the same.

Purpose

The purpose of this policy is to provide guidelines to all City personnel, establishing authority and limits for the purchase of materials, supplies, equipment, and services by the City.

Scope

The City's purchasing policy is based upon Kansas State Statutes and City Ordinances. This policy shall apply to any expenditure of City funds. However, this policy shall not prevent the City from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

On January 26, 2010, the City Commission adopted the HUD (Housing and Urban Development) Program purchasing policies for Planters II expenditures using federal funds; therefore, Planters II is exempt from this policy. A copy of the policy is on file in the Finance office for viewing.

Purchasing Authority

City Commission

The responsibility for all purchases made by the City of Leavenworth is held by the City Commission. The City Commission shall authorize the City Manager to establish procurement rules and regulations for all City personnel.

City Manager

The City Manager shall establish the rules and regulations for the procurement of all goods and services, which will be applicable to all City employees. The City Manager and City Commission possesses the sole authority for any deviation from procurement regulations. If improper procurement practices occur, the City Manager may invoke disciplinary action upon the individual, department, and or division. Disciplinary action may be in the form of restricted purchasing delegation, restitution, suspension, termination, or any other form deemed appropriate by the City Manager.

Department Directors

By authority of the City Manager, Department Directors or their designee shall be delegated procurement authority and responsibility for:

- Ensuring that all personnel in their department are knowledgeable of and fully understand the procurement procedures established by the City Manager.
- Ensuring that purchasing policies are applied uniformly and consistently to all purchases made by their department.
- Ensuring that specifications and requirements submitted for purchases provide for maximum competition among vendors providing goods or services
- Planning purchases in such a manner to allow sufficient time for compliance with purchasing policies and procedures.
- Requesting purchasing cards for their department employees
- Approving their employees purchasing card receipts in a timely manner
- Notifying the vendor and Finance of erroneous, disputed, or returned charges as soon as possible
- Notifying Finance of lost or stolen cards as soon as possible

Finance Director

By authority of the City Manager, the Finance Director shall be delegated procurement authorization and responsibility for:

- Hiring and directing the Purchasing Agent.
- Recommending policies and procedures for purchasing to the City Manager.
- Directing and managing the purchasing processes and operations.
- Reviewing and updating purchasing policies and procedures on a regular basis.
- Extend any time and date requirements designated in the process by one business day.

Purchasing Agent

The Purchasing Agent shall have the authority and responsibility to:

- Ensure compliance with the purchasing policies, statutes, and other purchasing regulations
- Assemble and disseminate bid packets and RFP's
- Provide bid information to the City Clerk for publication in the official City newspaper
- Establish and preside over bid openings
- Manage online vendor registrations
- Manage vendor lists
- Request and issue new purchasing cards; informing cardholders of the appropriate use of purchasing cards
- Review receipts from cardholders to ensure accuracy and appropriateness of purchases
- Reconcile and process monthly purchasing card statements after approval of cardholder and cardholder's supervisor
- Cancel and discard purchasing cards
- Verify card provider has been notified of erroneous, disputed, or returned charges
- Verifying card provider has been notified of lost or stolen cards

Purchasing Cardholder and other employees designated by Department Directors to have purchasing authority

The Cardholder and other City employees shall have the authority and responsibility as designated to them by their supervisor to:

- Be familiar and comply with the purchasing policies
- Make purchases within the limitations as established in these policies
- Ensure purchases are used for only City business
- Ensure the security of City purchasing cards
- Obtain and retain itemized receipts
- Notifying supervisor of erroneous charges, disputed items, or returns as soon as possible
- Notifying card provider and supervisor of lost or stolen cards as soon as possible

Procurement Ethics and Conflict of Interest

The following policy provides guidance in the ethical and objective practices associated with procuring goods and services on behalf of the City of Leavenworth. All purchases and contracts must be conducted in a manner that utilizes the highest ethical standards. Any purchases or contracts not conducted in compliance with this policy could potentially result in a financial conflict of interest.

- No member of the City Commission, City employee, or business in which any commissioner, City employee, or spouse of councilmember or City employee has a 50% or more proprietary interest shall engage in any of the following:
 - selling, buying, leasing property, real or personal, to or from the City;
 - contracting with the City; or
 - buying or bartering for or engaging in any bonds, warrants, or other evidence of indebtedness of the City.

Purchasing Authority Limitations

| Dollar Purchase Range | Who makes this purchase | Process |
|------------------------------|---|-------------------------------------|
| \$1-\$4,999 | All City employees as delegated by Department Director | Purchasing card/PO |
| | | |
| | | |
| \$5,000-\$9,999 | All City employees as delegated by Department Director | 3 Verbal Quotes (documented) |
| | | |
| | | |
| \$10,000-\$24,999 | Department Director or Designee with City Manager approval | 3 Written Quotes |
| | | |
| \$25,000 and over | Purchasing Agent via Department Director request & City Manager Authorization & City Commission Approval | Formal Sealed Bids/RFP's |
| | | |
| | | |

Purchases of an aggregate cost of less than \$5,000 may be made, without competition, on the open market, upon authorization of the Department Director.

For non-emergency purchases exceeding \$5,000 but not exceeding \$10,000, the Department Director shall make every effort to secure at least three (3) verbal price quotes. The quotes may be documented by the Department Director and accompany the purchase requisition as an attachment in the financial system.

Those purchases exceeding \$10,000 but not exceeding \$25,000 requires three (3) written quotes must be authorized by the Department Director and approved by the City Manager or designee. The three (3) written quotes must accompany the purchase requisition.

All purchases exceeding \$25,000 require formal bids/RFP's conducted by the Purchasing Agent. The City Manager or designee shall approve a Request to Bid prior to initiating the bid process.

All purchases of professional services exceeding \$25,000 require formal RFP's conducted by the Purchasing Agent. The City Manager or designee shall approve a Request to Bid prior to initiating the bid process.

All bid/RFP awards shall be approved by the City Commission prior to issuing a contract. Once the contract has been approved, a requisition must be completed and the request to bid, bid results, contract copy, and commission minutes showing approval shall be attached to the file before the requisition is converted to Purchase Order.

For purchases less than \$25,000, the City Manager reserves the right to determine the competitive process used to obtain goods or services.

Purchases shall not be split in order to avoid the bid process.

Exceptions to Purchasing Limitations

The City makes certain purchases and transactions which may not be readily adaptable to competitive procurement procedures, but require the issuance of a purchase order for vendor authorization and budgetary requirements. These transactions will be exceptions to the competitive procurement policies described elsewhere in this manual, but may be subject to the same dollar amount, contract and change order approval limitations contained herein.

The following are exceptions to the City competitive procurement process:

- Approved sole source procurements in accordance with the policies contained herein.
- Emergency purchases made in accordance with the policies contained herein.
- Purchase of local utility services for City-owned or operated facilities.
- Utility relocation payments negotiated in accordance with resolutions and ordinances adopted by the City Commission.

- Procurement of goods and services for joint projects authorized by intergovernmental agreement with another governmental entity or entities when such other governmental entity which is party to the intergovernmental agreement is administering the project.
- Procurement of goods in which pricing is so volatile that vendors decline from participating in the sealed bid process, for example, asphalt or other oil-based products. These products may be obtained through written quotes.
- Purchases made through cooperative agreements, as defined on page 26 of this manual.
- Seminar and training registrations and professional membership dues and fees.
- Postage expenses.
- Legal and classified advertising in the official City newspaper as designated by the City Commission, or other newspaper, magazine or publication determined necessary and appropriate for such publication by the department.
- Sale of temporary notes and bonds.
- Purchase of land, land rights, or existing real property.
- Employee compensation, employee reimbursements, and employee benefits, including but not limited to premiums for health, life or disability insurance, payments to pension or deferred compensation plans, employment or payroll taxes.
- Insurance claims, losses and loss adjustment expenses, including payments for policy deductibles, retained losses. Fees for services paid to agents, brokers or third-party administrators, however, are not exempt.
- Interfund and operating transfers and reimbursements, including payments to Internal Service Funds.
- Other purchases as authorized, in writing, by the City Manager or City Commission.

Public Improvements

The purchase of goods and/or services related to public improvement projects shall be governed by K.S.A. 13-1017, as amended by City ordinances.

K.S.A. 13-1017 States:

“Before undertaking the construction or reconstruction of any sidewalk, curb, gutter, bridge, pavement, sewer or any other public improvement of any street, highway, public grounds or public building or facility, or any other kind of public improvement in any city of the first class is commenced or ordered by the governing body, or under its authority, a detailed estimate of the cost of the improvements shall be made under oath by the city engineer (or some other competent person, appointed for such purposes by the governing body). Such estimate shall be submitted to the governing body for its action thereon. In all cases where the estimated cost of the contemplated building, facility or other improvement amounts to more than \$2,000, **\$25,000.00*** sealed proposals for the improvement shall be invited by advertisement, published by the city clerk once in the official city paper.”.....”This section shall not be construed to include any repair or maintenance work not amounting to substantial alteration, addition or change in any structure, street or facility. "Public improvement" as used herein shall not include the making of repairs or the maintenance of any building, street, sidewalk or other public facility in such cities by employees of such cities or the making of any expenditure from the city budget for such purposes.”

Charter Ordinance 40 was passed May 27, 1997, Exempting the City of Leavenworth from the \$2,000 dollar limit and allows the city to make future changes by simple Ordinance.

*By City ordinance, the \$2,000 threshold has been changed to **\$25,000.00**.

Given the technical nature of such improvement projects, the City of Leavenworth has determined that the City Engineer shall be responsible for adhering to applicable state and federal purchasing requirements and shall be responsible for conducting the appropriate formal proposal processes.

Preference to Vendors Domiciled within City Limits

When the City of Leavenworth solicits quotations or bids for the purchase of goods or services, it is common to receive responses from vendors domiciled both within and outside the Leavenworth city limits.

In such circumstances, if the low quotation or bid is submitted by a vendor domiciled outside the Leavenworth city limits, then the vendor domiciled within the Leavenworth city limits may nevertheless be deemed the preferred vendor and awarded the contract, provided that:

- The goods or services quoted or bid by the vendor domiciled within the Leavenworth city limits meets the specifications of the procurement;
- The amount of the quotation or bid of the vendor domiciled within the Leavenworth city limits is not more than 1% greater than the amount of the low quotation or bid; and
- The vendor domiciled within the Leavenworth city limits agrees to meet the low quotation or bid by filing a written agreement to that effect within 72 hours after receiving notification of being deemed the preferred vendor.

This section shall not apply to the procurement of goods or services that relate to public improvements governed by K.S.A. 13-1017 as described in the Public Improvements section.

For the purpose of this section, "vendor domiciled within the Leavenworth city limits" is defined as a vendor who:

- Maintains a permanent place of business within the Leavenworth city limits, and
- Has a valid State sales tax registration certificate.

Quotations

A Request for Quotation is either a written or verbal statement of prices, terms of sale, and description of goods or services offered to the City by a prospective vendor.

Verbal quotes are required for all purchases with an aggregate cost of at least \$5,000 but less than \$10,000. Quotations may also be used for purchases less than \$5,000 at the discretion of the appropriate Department Director or Division Superintendent.

Written quotes are required for all purchases with an aggregate cost of \$10,000 but less than \$25,000.

Departmental Authority

Departments may, in the aforementioned circumstances, contact potential contractors, obtain quotes, document the competition by completing a standard City quotation form, then attach the quotation and any other documentation to the requisition entered into the financial system. The requisition will be approved by the appropriate individual(s) and, if approved, converted to a purchase order.

Obtaining Verbal Quotations

Soliciting verbal quotations by telephone requires preparation and the proper recording of prices, delivery information, and credit terms. The following steps are applicable to soliciting verbal quotations.

1. Have the quotation form available. Make sure the form is complete as to the item(s) to be quoted, the quantity required and the unit of measure of the item(s) as well as any special conditions or requirements, i.e., warranty, ongoing maintenance, etc..
2. Decide in advance what firms or individuals represent a possible source of supply and add their names to the quotation form.
3. Contact a person authorized to quote for the firm.
4. When that person has been contacted:
 - a. Identify the City representative by name.
 - b. Inform the contact that the City representative represents the City of Leavenworth (name of department) and is soliciting competitive verbal quotations.
 - c. Provide the date by which the quoted item(s) must be delivered to the City receiving point.
 - d. Provide the quantity, unit of measure, a complete description of the item(s) that require pricing and any special considerations and/or requirements that pertain to the procurement.
 - e. Request firm pricing for the required item(s) and ask what credit terms will be extended to the City if an order is placed with their firm.
 - f. Ensure that all contacts are furnishing quotations on equivalent goods or services.

- g. Utilize the quotation form to record the results of the conversation, including the name of the person that quoted the prices and the date the prices were quoted.
 - h. Thank the contact for their quotation and inform them their firm will be notified by an official City purchase order if their quotation is the lowest price fully meeting the requirements of the quotation.
5. Contact no fewer than three (3) potential contractors.
 6. Tally the quotation form and mark the selection of the most competitive quotation. The most competitive quotation is the lowest total price that meets or exceeds the requirements of the quotation, subject to the provisions of the local vendor preference policy as articulated on page 9 of this manual.

When Verbal Quotations Are Not Appropriate

Verbal (telephone) quotations can be used to accomplish the large majority of procurements of goods and services of an aggregate cost more than \$1,000 but less than \$5,000. Verbal quotations are convenient but do not lend themselves to all such purchases. Under the following circumstances, it is generally desirable to obtain written quotations:

1. Special specifications or technical problems are involved in the purchase which is difficult to describe verbally.
2. A large number of separate items are involved in the quotation.
3. Potential customers are located outside the local trade area.
4. It is not economical or possible to secure verbal quotes.
5. When the dollar amount exceeds the limit for verbal quotes.

Obtaining Written Quotations

Written quotations are obtained in the same manner as verbal quotations except it is necessary to predetermine and inform the contact of the date by which a written quotation must be received. If the proposed purchase is of a technical nature, it may also be necessary to furnish the contact with drawings and/or written specifications.

Formal Bids

Formal bids are written documents issued by the Purchasing Agent inviting potential contractors to submit sealed, written pricing for specific goods and services in conformance with specifications, terms, conditions and other requirements described in the bid document.

Formal bids require public notice (legal publication), public bid opening at a time and place designated in the bid document, and a minimum of ten working days between the distribution of the bid document and the public opening.

Formal bids are utilized for procurements of goods and services other than professional services whose estimated aggregate cost is \$25,000 or greater. Formal bids may also be used for purchases less than \$25,000 at the discretion of the appropriate Department Director or at the direction of the City Manager.

Initiation of Formal Bid Process

Formal bids are initiated by submission of a completed Request to Bid form which has been properly authorized by the City Manager or designee with attached specifications and descriptive literature to the Purchasing Agent.

Preparation of Formal Bids

Upon receipt of a completed Request to Bid form signed by the City Manager or designee, the Purchasing Agent will prepare the bid document in cooperation with the requesting department.

Contents of Formal Bidding Document

The bidding document shall include:

1. A cover sheet detailing bid title, bid number, bid opening date and time, and location of the bid opening.
2. City's Standard Terms and Conditions describing the procedures and requirements for responding to the bid.
3. An Affirmative Action certification signed by the City Manager.
4. Special Terms and Conditions governing subsequent contractual provisions between the successful bidder and the City (includes insurance and bonds), if necessary.

5. Open and competitive specifications (provided by the department requesting the bid) that describe with reasonable minuteness the physical and/or functional requirements of the goods or services required.
6. Bid sheets to be filled in, signed and dated by bidders on which they offer prices for the goods or services listed on the bid sheet(s).
7. Other forms or attachments if applicable: bond forms, drawings, non-collusion affidavit, etc.

Pre-Specification Conference

If required, the Purchasing Agent reserves the right to convene pre-specification conferences to assist in the drafting of open and competitive bidding specifications. Such conferences are attended by potential bidders, appropriate departmental personnel involved in the proposed procurement, and the Purchasing Agent.

Approval of the Bidding Document

The requesting department shall review and approve the bidder's list and initial the bid document after its preparation by the Purchasing Agent but prior to the publication (legal notice) and distribution of the bid document.

Publication Notice

The Purchasing Agent will provide a publication notice (legal notice) to the City Clerk for each City formal bid to be published in the official City newspaper a minimum of 10 working days prior to the bid's opening date or as otherwise required by Kansas statute. Bid documents shall not be distributed until the notice is published.

Additional publications may be utilized and selected by the Purchasing Agent on the basis of need and suitability for any particular proposed procurement.

The publication notice will invite prospective bidders to submit sealed bids for the particular proposed procurement and will also list the bid number, bid title, date, time and place of the bid opening, where copies of the bid document may be obtained and will contain verbiage signifying the City is an Equal Opportunity Employer. If a pre-bid conference is contemplated, the time, date and location of such conference shall be included in the publication notice. A requirement for mandatory attendance at a pre-bid conference shall also be included in the publication notice.

All publication notices shall be issued by or through the Purchasing Agent. All costs related to the publication shall be borne by the requesting department.

Pre-Bid Conference

If required, the Purchasing Agent reserves the right to convene a pre-bid conference for the purpose of reviewing and clarifying the published specifications and answering potential bidder's questions about the bid project. Such conferences are attended by potential bidders, appropriate departmental personnel involved in the proposed procurement, and the Purchasing Agent.

All pre-bid conferences will be open to the public, and all potential bidders will be encouraged to attend. The Purchasing Agent also reserves the right to require mandatory attendance of potential bidders at the pre-bid conference.

The date, time, and place of any such pre-bid conference will be included both in the bid document and notice of publication if such a conference is contemplated.

Addenda

Any and all changes, modifications or clarifications to the distributed bid document will be issued by the Purchasing Agent in the form of a written addendum distributed to all potential bidders of record.

Without providing an extension of the bid submission date, addenda shall not be issued within timeframes so close to the bid submission date as to present potential bidders with insufficient time to properly complete and submit their bid.

After their issuance, addenda become a part of the bid document.

Cancellation of Bids Prior to Bid Opening

The City reserves the right to cancel distributed bids prior to the date and time of the bid opening.

Withdrawal of Bid or Submission of a Corrected Bid

Bidders may withdraw their bids, for any reason, prior to the time and date of the bid opening. Such withdrawal shall be requested in writing by an authorized agent of the bidder.

Bidders may submit a corrected bid any time prior to the time and date of the bid opening.

Public Bid Opening

Prior to the opening, the Purchasing Agent will confirm with the City Manager's Office that each respondent has a copy of its Affirmative Action letter on file.

All bids received in accordance with instructions specified in the bidding document will be publicly opened and read aloud immediately following the time and date designated in the bidding document.

A minimum of two City representatives shall be present at bid openings to open and record the bids.

Bids received after the time and date designated in the bidding document shall not be opened or considered for award. Such bids will be returned unopened to the bidder if a return address is furnished on the bid envelope.

Modification or Withdrawal of Bids after the Bid Opening

Bids may not be modified after the public bid opening.

Negotiations with bidders after the receipt and opening of bids are not allowed.

Bids may be withdrawn without prejudice after the public bid opening upon written request of the bidder only if it can be proven to the satisfaction of the Finance Director that an error of sufficient magnitude occurred in the preparation of the bid that so damaged the bid that the City's acceptance of the bid would be unconscionable.

Minor clerical or mechanical errors in a bid shall not confer to any bidder the right of bid withdrawal.

Bids withdrawn in opposition of the procedure subject the bidder to forfeiture of any required bid security and debarment or suspension as outlined above.

Rights Reserved by the City

The City reserves the right to reject any and all bids and any part of a bid, to waive informalities, technical defects and minor informalities in bids received.

In the event of a tie, the city reserves the right to select the responsive bidder that provides the best value to the city.

Public Access to Bid Documents

After bids have been publicly opened, the bids become public information and will be available for inspection by the general public in accordance with the Kansas Open Records Act. Generally, information contained in the bid that discloses proprietary or financial information is not available to the general public.

Bid Award for Contract Under \$25,000

Bids shall be awarded to the lowest responsive and responsible bidder(s) whose bid meets or exceeds the published specifications and all other bid requirements, subject to the provisions of the local vendor preference policy as articulated in this manual.

In the event of a tie, the city reserves the right to select the responsive bidder that provides the best value to the city.

Bid awards shall not be arbitrary or capricious.

Bid Award for Contract Over \$25,000

After a complete bid evaluation, the requesting department shall furnish a written Policy Report under the signature of the appropriate Departmental Director and the Finance Director recommending the bid award. If the departmental recommendation is to other than the lowest responsive and responsible bidder - subject to the provisions of the local vendor preference policy as articulated in this manual - the Policy Report shall note the specific reasoning behind such recommendation.

In the event of a tie, the city reserves the right to select the responsive bidder that provides the best value to the city.

The Policy Report shall be submitted to the City Manager for approval and submission to the City Commission for consideration.

Failure to Enter into Contract

If the successful bidder(s) fails to enter into a contract as provided for in the bid document, the bid will be awarded to the next lowest responsive and responsible bidder(s) or the proposed procurement will be rebid.

A successful bidder that fails to enter into a contract as provided for in the bid document is subject to debarment or suspension, and forfeiture of any applicable bid bond.

Notification of Award

Successful bidders will be notified by Purchasing of bid award via an official City purchase order. The purchase order serves as the official contract document between the City and the contractor.

Other contractual documents may be issued to supplement the purchase order if deemed to be in the best interest of the City by the City's Legal Counsel.

Challenges

A challenge is defined as a written objection by a participating bidder regarding a bid, proposal, or quote specifications. The Department Director or designee shall investigate the written challenge and any evidence or documentation submitted with the challenge and issue a written decision. The decision rendered by the City is final.

The written challenge of the bid specifications must be filed with the City Clerk, at least five (5) business days before the bid opening due date and time listed on the bid documents. Any challenge received after the five (5) days deadline shall not be considered. The written challenge is to include the name, address, e-mail address, and telephone number of the challenging party, along with the identification of the bid and project title, a detailed statement of the reason for the challenge, supporting evidence or documentation to substantiate any challenges and the form of relief requested (e.g. the proposed addition, substitution, or modification to the specifications.)

Protests

A valid protest can only be filed by a bidder which can show that it would be awarded the contract if the protest were successful. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. The written protest must be filed with the City Clerk prior to 5:00 p.m. on the fifth (5th) business day following the day of issuing written notification of award. A written protest related to the award received after the five (5) business days shall be invalid and not considered.

The written protest is to include the name, address, e-mail address and telephone number of the bidder, identification of the bid and project title, a detailed statement of the reason for the protest, supporting evidence or documentation to substantiate the protest and concise statement of the form of relief requested (e.g. reconsideration of the bid award.) All of the above information must be included when the protest is submitted. Incomplete protests shall be rejected without consideration.

The decision of the City, based on the review of the written protest and information available from City sources, shall be rendered within ten (10) business days after receipt of the protest, recite the reasons for the decision, and be provided to the bidder in writing.

Specifications

Specifications are a written description of what the City seeks to purchase and, consequently, what a bidder must be responsive to in order to be considered for award of a City contract. Specifications identify the minimum acceptable requirements of any proposed procurement, thereby assuring that the required quality level is procured. A specification maybe a description of the physical (design specification) or functional (performance specification) characteristics of an item or a combination of physical and functional characteristics of an item.

It is the responsibility of requesting departments to provide the Purchasing Agent with open, competitive, and non-restrictive specifications. It is also the responsibility of requesting departments to assure that specifications contain essential requirements relating directly to the aspects of proper quality levels.

The specifications should provide procurements that are able to perform as necessary and are as durable as needed. They should not, however, provide procurements that include unessential frills or status features.

To avoid organizational conflicts of interest and to assure objective specifications, potential contractors for any given procurement should not prepare or assist in the preparation of specifications for that procurement except as a participant in a Pre-Specification Conference.

City policy dictates open competition, and it is essential for requesting departments to furnish Purchasing with complete, open, and non-restrictive specifications. Specifications that attempt to limit the proposed procurement to a specific product or service must be justified in writing by the requester and approved by the appropriate Department Director, Finance Director, and City Manager. After review by the Purchasing Agent, if departmentally supplied specifications do not lend themselves to the open and competitive procurement process, the specifications will be returned to the department for revision.

The Finance Director is ultimately responsible for ensuring that specifications are complete, competitive, and non-restrictive before a bidding document is published and distributed. Finance will not unilaterally alter departmentally supplied specifications. Specifications will only be changed with the concurrence of the requesting department.

Non-collusion Affidavit

In some instances, the City may require bidders to provide a non-collusion affidavit in the bid response. The bidders must complete the affidavit in accordance with the instructions included in the packet.

Affirmative Action Letter

The City requires an Affirmative Action certification letter signed by the City Manager to be on file with the City. This can be obtained by contacting the Affirmative Action Officer in the City Manager's office at (913) 680-2604 or at 100 5th St. Leavenworth, Ks 66048.

Bidders List

The Purchasing Agent shall be responsible for seeking open and competitive competition for formal and informal bids and requests for proposals (RFPs). To this end, the Purchasing Agent maintains listings of potential contractors of City required goods and services.

Any potential contractor may request the Purchasing Agent to place their firm on the City's bidder's lists.

Bidder's lists for specific procurements will be compiled by the Purchasing Agent from those listings and also from firms and/or individuals known to the requesting department that have expressed an interest in supplying the specific goods or services for the proposed procurement.

Requests for Proposals (RFP)

Requests for proposals (RFPs) are written documents issued by the Purchasing Agent inviting potential contractors to submit sealed proposals for specific professional services in conformance with scope of services, terms, conditions and other requirements described in the proposal document.

Professional services are defined as infrequent, technical and/or unique functions or work product performed or furnished by independent contractors whose occupation is the rendering of such services. Although not limited to licentiates, such services are generally considered professional.

Examples of professional services include medicine and the medical arts, architectural and engineering services, management and systems consultation, and research. Examples of services not deemed professional services would include landscaping, electrical and plumbing related services and the like.

The City's RFP process is a two-step process consisting of an initial ranking of all responsive proposals received followed by interviews with shortlisted (finalist) firms only.

RFPs require public notice (legal publication) and public proposal opening at a time and place designated in the proposal document.

RFPs are utilized for procurements of professional services whose estimated aggregate cost is \$25,000 or greater.

Selection Committee

The City's RFP process requires the formation of a selection committee to evaluate all respondent's initial proposal submittals and to assist in contract negotiations with the successful respondent.

The selection committee will be comprised of at least three City employees familiar with the services being proposed and qualified to perform the requisite review and evaluation. Of the selection committee, a minimum of two City employees shall be selected from the requesting department. Other individuals, including City Commissioners and citizens, may also serve on a selection committee.

Initiation of RFP Process

RFP's are initiated by submission of a completed Request to Bid form which has been properly authorized by the City Manager or designee with attached specifications and descriptive literature to the Purchasing Agent.

Preparation of RFP's

Upon receipt of a completed Request to Bid form signed by the City Manager, the Purchasing Agent will prepare the RFP document in cooperation with the requesting department. The Request to Bid form must be accompanied by the Introduction, Scope of Services and City Will Supply sections, if applicable, to the Purchasing Agent. Proposed selection committee members are submitted to the Purchasing Agent at this point.

Contents of Formal Proposal Document

The proposal document includes:

1. A cover sheet detailing RFP title, RFP number, proposal submittal date and time, and location of the proposal submittal.
2. General Conditions describing the procedures and requirements for responding to the proposal.
3. Special Conditions governing subsequent contractual provisions between the successful respondent and the City (includes insurance and bonds).

4. Introductory Section supplied by the requesting department providing an overview of the proposed project including a narrative of the historical and present circumstances and future considerations bearing on the services required, the problem to be solved, and a general description of the actual services required.
5. Scope of Services section supplied by the requesting department providing the detailed tasks, work products, and timelines required for the project.
6. City Will Provide section supplied by the requesting department providing a listing of assistance, materials, supplies, drawings, etc. the City will supply at no charge to the successful respondent to utilize in completing the City's project.
7. Instruction for Responding to the RFP section in which potential respondents are instructed to utilize the City supplied Proposal Forms and how many copies of their proposal must be submitted in response to the RFP.
8. City Affirmative Action requirements and Minority Business Enterprise Utilization Plan
9. Non-Collusion affidavit
10. Proposal section, including:
 - a. Firm Profile requiring specific, defined information on the firm or joint-venture submitting the proposal.
 - b. List of Outside Key Consultants/Associates that will be used for the City's project requiring specific, defined information on any consultants/associates that shall be used on the proposed project by the firm submitting the proposal that are not employees of or joint ventures with that firm.
 - c. Resumes requiring specific defined professional information on and project responsibility assignments for individuals that would be involved on the City's project.
 - d. Illustrative Work requiring specific, defined information on projects on which the submitting firm's or joint venture's employees that would be involved with the City's project have worked on that best establishes the firm's collective and/or individual qualifications.
 - e. Additional Information allowing the submitting firm or joint venture to list additional information or describe resources supporting their qualifications.
11. Other forms or attachments such as drawings, maps, etc., if applicable.

Approval of the Proposed Document

The requesting department shall review and approve the bidder's list and proposal document after its preparation by the Purchasing Agent but prior to the publication (legal notice) and distribution of the proposal document.

Publication Notice

The Purchasing Agent will provide a publication notice (legal notice) to the City Clerk for each City RFP to be published in the official City newspaper a minimum of 10 working days prior to the RFP's submission date or as otherwise required by Kansas statute. Proposal documents shall not be distributed until the notice is published.

Additional publications may be utilized and selected by the Purchasing Agent on the basis of need and suitability for any particular proposed procurement.

The publication notice will invite prospective respondents to submit sealed proposals for the particular proposed procurement and will also list the RFP number, RFP title, date, time and place of the RFP submission, where copies of the proposal document may be obtained and will contain verbiage signifying the City is an Equal Opportunity Employer. If a pre-proposal conference is contemplated, the time, date, and location of such conference shall be included in the publication notice. A requirement for mandatory attendance at a pre-proposal conference shall also be included in the publication notice.

All publication notices shall be issued by or through the Purchasing Agent. All costs related to the publication shall be borne by the requesting department.

Pre-Proposal Conference

If required, the Purchasing Agent reserves the right to convene a pre-proposal conference for the purpose of reviewing and clarifying the published proposal document and answering potential respondent's questions about the proposed project. Such conferences are attended by potential respondents, appropriate departmental personnel involved in the proposed procurement, and the Purchasing Agent.

All pre-proposal conferences will be open to the public, and all potential respondents will be encouraged to attend. The Purchasing Agent also reserves the right to require mandatory attendance of potential respondents at the pre-proposal conference.

The date, time, and place of any such pre-proposal conference will be included both in the proposal document and notice of publication if such a conference is contemplated.

Addenda

Any and all changes, modifications, or clarifications to the distributed proposal document will be issued by the Purchasing Agent in the form of a written addendum distributed to all potential respondents of record.

Without providing an extension of the proposal submission date, addenda shall not be issued within timeframes so close to the proposal submission date as to present potential respondents with insufficient time to properly complete and submit their proposal.

After their issuance, addenda become a part of the proposal document.

Cancellation of RFP Prior to RFP Submission

The City reserves the right to cancel a distributed RFP prior to the date and time of the RFP submission.

Withdrawal of Proposal or Submission of a Corrected Proposal

Bidders may withdraw their RFP, for any reason, prior to the time and date of the RFP submission. Such withdrawal shall be requested in writing by an authorized agent of the respondent.

Bidders may submit a corrected RFP any time prior to the time and date of the RFP submission.

Public RFP Opening

The Purchasing Agent will confirm with the City Manager's Office that each responsive bidder has a copy of its Affirmative Action letter on file.

All RFPs received in accordance with instructions specified in the proposal document will be publicly opened and accepted for consideration immediately following the time and date designated in the proposal document.

A minimum of two City representatives shall be present at RFP openings to open and record the RFPs.

RFPs received after the time and date designated in the proposal document shall not be opened or considered for award. Such RFPs will be returned unopened to the respondent if a return address is furnished on the RFP envelope.

Modification or Withdrawal of Proposals After the Proposal Opening

RFPs may not be modified after the public bid opening.

Negotiations with respondents after the receipt and opening of RFPs are not allowed.

RFPs may be withdrawn without prejudice after the public RFP opening upon written request of the respondent only if it can be proven to the satisfaction of the Finance Director that an error of sufficient magnitude occurred in the preparation of the RFP that so damaged the proposal that the City's acceptance of the proposal would be unconscionable.

Minor clerical or mechanical errors in an RFP shall not confer to any respondent the right of RFP withdrawal.

RFPs withdrawn in opposition of the procedure subject the respondent to forfeiture of any required RFP security and debarment or suspension as outlined above.

Rights Reserved by the City

The City reserves the right to reject any and all proposals and any part of a proposal, to waive informalities, technical defects and minor informalities in proposals received.

In the event of a tie, the city reserves the right to select the responsive bidder that provides the best value of the city.

Public Access to Proposal Documents

After RFPs have been publicly opened, the proposals become public information and will be available for inspection by the general public in accordance with the Kansas Open Records Act. Generally, the information contained in the proposal that discloses proprietary or financial information is not available to the general public.

RFP Award

After a complete proposal evaluation, the selection committee will negotiate the cost proposal with the highest-ranking firm. If the selection committee cannot negotiate a mutually agreeable contract with the successful firm, the selection committee will then enter into contract negotiations with the next highest-ranked firm, and so on until a mutually agreeable contract can be negotiated.

A successful bidder that fails to enter into a contract as provided for in the bid document is subject to debarment or suspension, and forfeiture of any applicable bid bond.

Upon completion of negotiations, the requesting department shall furnish a written Policy Report under signature of the appropriate Departmental Director and the Finance Director recommending the proposal award. The Policy Report shall be submitted to the City Manager for approval and submission to the City Commission for consideration.

Notification of Award

Successful respondents will be notified by Purchasing of RFP award via an official City purchase order. The purchase order serves as the official contract document between the City and the contractor.

Other contractual documents may be issued to supplement the purchase order if deemed to be in the best interest of the City by the City's Legal Counsel.

Scope of Services

A Scope of Services is a section of a Request for Proposal (RFP) in which the specific needs of the requesting department are outlined along with how those needs can be met.

The Scope of Services, as written, must detail with reasonable minuteness the specific individual and collective work tasks to be performed, specific work products to be furnished, and the required timeframes for performance that must be met by the successful respondent to the RFP to complete the proposed project.

The Scope of Services must be as clear and detailed as possible to assure a consistency of response to the RFP from potential contractors. Without such responses, respondent's proposals cannot be fairly evaluated, nor can the required cost proposals submitted by the finalist firms be equitably evaluated.

Requesting departments are responsible for supplying a complete and detailed Scope of Services section along with the Request to Bid form to the Purchasing Agent to initiate the RFP process.

Request for Information (RFI)

A Request for Information (RFI) is a solicitation sent to a broad base of potential vendors for the purpose of gathering information used in developing and identifying strategic options, analyzing lower-cost alternatives, cost reduction opportunities or for building a database which will be useful in later solicitations. RFIs are also used to gather information to help decide what step to take next before embarking on negotiations. An RFI is usually the first step in a process which may lead to the issuance of a formal solicitation, such as RFQs and Bids. The City of Leavenworth may use RFIs to include a detailed list of products/services for which pricing is requested. The pricing will only be used for comparative purposes for later negotiation, rather than the basis for sourcing.

Upon receipt of a completed Request to Bid form signed by the City Manager, the Purchasing Agent will prepare the RFI document in cooperation with the requesting department. The Request to Bid form must be accompanied by the Introduction, Scope of Services and City Will Supply sections, if applicable, to the Purchasing Agent. Proposed selection committee members are submitted to the Purchasing Agent at this point.

Contents of Formal Document

The proposal document includes:

1. A cover sheet detailing RFI title, RFI number, proposal submittal date and time, and location of the proposal submittal.
2. General Conditions describing the procedures and requirements for responding to the proposal.
3. Special Conditions governing subsequent contractual provisions between the successful respondent and the City (includes insurance and bonds).
4. Introductory Section supplied by the requesting department providing an overview of the proposed project including a narrative of the historical and present circumstances and future considerations bearing on the services required, the problem to be solved, and a general description of the actual services required.
5. Scope of Services section supplied by the requesting department providing the detailed tasks, work products, and timelines required for the project.
6. The City will provide section supplied by the requesting department providing a listing of assistance, materials, supplies, drawings, etc. the City will supply at no charge to the successful respondent to utilize in completing the City's project.
7. Instruction for Responding to the RFI section in which potential respondents are instructed to utilize the City supplied forms and how many copies of their proposal must be submitted in response to the RFI.
8. City Affirmative Action requirements and Minority Business Enterprise Utilization Plan
9. Non-Collusion affidavit
10. Informational section, including:
 - a. Firm Profile requiring specific, defined information on the firm or joint-venture submitting the proposal.
 - b. List of Outside Key Consultants/Associates that will be used for the City's project requiring specific, defined information on any consultants/associates that shall be used on the proposed project by the firm submitting the proposal that are not employees of or joint ventures with that firm.

- c. Resumes requiring specific defined professional information on and project responsibility assignments for individuals that would be involved in the City's project.
 - d. Illustrative Work requiring specific, defined information on projects on which the submitting firm or joint venture's employees that would be involved with the City's project have worked on that best establishes the firm's collective and/or individual qualifications.
 - e. Additional Information allowing the submitting firm or joint venture to list additional information or describe resources supporting their qualifications.
11. Other forms or attachments such as drawings, maps, etc., if applicable.

Approval of the Proposed Document

The requesting department shall review and approve the bidder's list and proposal document after its preparation by the Purchasing Agent but prior to the publication (legal notice) and distribution of the proposal document.

Publication Notice

The Purchasing Agent will provide a publication notice (legal notice) to the City Clerk for each City RFI to be published in the official City newspaper a minimum of 10 work-ing days prior to the RFI's submission date or as otherwise required by Kansas statute. Documents shall not be distributed until the notice is published.

Additional publications may be utilized and selected by the Purchasing Agent on the basis of need and suitability for any particular proposed procurement.

The publication notice will invite prospective respondents to submit sealed proposals for the particular proposed procurement and will also list the RFI number, RFI title, date, time and place of the RFI submission, where copies of the proposal document may be obtained and will contain verbiage signifying the City is an Equal Opportunity Employer. If a preproposal conference is contemplated, the time, date, and location of such conference shall be included in the publication notice. A requirement for mandatory attendance at a preproposal conference shall also be included in the publication notice.

All publication notices shall be issued by or through the Purchasing Agent. All costs related to the publication shall be borne by the requesting department.

Public RFI Opening

Before the opening, the Purchasing Agent will confirm with the City Manager's Office that each respondent has a copy of its Affirmative Action letter on file.

All RFI's received in accordance with instructions specified in the proposal document will be publicly opened and accepted for consideration immediately following the time and date designated in the proposal document.

A minimum of two City representatives shall be present at RFI openings to open and record the RFIs.

RFIs received after the time and date designated in the proposal document shall not be opened or considered for award. Such RFIs will be returned unopened to the respondent if a return address is furnished on the RFI envelope.

Modification or Withdrawal of Submissions After the Opening

RFI's may not be modified after the public opening.

RFIs may be withdrawn without prejudice after the public RFIs opening upon written request of the respondent only if it can be proven to the satisfaction of the Finance Director that an error of sufficient magnitude occurred in the preparation of the RFI that so damaged the submission that the City's acceptance of the proposal would be unconscionable.

Minor clerical or mechanical errors in an RFI shall not confer to any respondent the right of RFI withdrawal.

Cooperative Purchasing

K.S.A. 12-2901 authorizes local governments to participate purchasing cooperatives. Cooperative purchasing is a process by which two or more jurisdictions cooperate to purchase items from the same vendor. It has the benefit of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information, and taking advantage of expertise and information that may be available in only one of the jurisdictions.

The Purchasing Agent is authorized to participate in, sponsor, conduct, or administer a cooperative agreement with one or more public entities in order to combine requirements, increase efficiency, or reduce administrative expenses. Participation in cooperative purchasing as described in this section is exempted from the competitive bidding and advertising requirements.

The Purchasing Agent is authorized to use the Kansas Division of Procurement or political subdivisions of the State of Kansas, other governmental agencies, and or public procurement cooperatives (i.e. Western States Contracting Alliance, US Commodities, Kansas City Regional Purchasing Cooperative, etc.) in the purchase of supplies, materials, or equipment when such actions serve the best interests of the City.

Lease Agreements and Lease Purchase Agreements

Lease agreements and lease-purchase agreements must contain a non-appropriation clause pursuant to Kansas cash-basis law in accordance with K.S.A. 10-1116b and K.S.A. 10-1116c. All litigation and arbitration venues must be in Leavenworth County Kansas. Lease agreements shall not be in conflict with Kansas Statutes and City Policies. All lease agreements shall be reviewed by the Department Director, Purchasing Agent, and City Attorney for approval.

The City Commission appropriates annual lease payments and/or lease-purchase payments unless it chooses not to appropriate under Kansas cash basis law. If lease payments and/or lease-purchase payments are not appropriated, ownership of the property remains with the leasing party. At the conclusion of the lease term, the City either receives unencumbered ownership of the asset or receives an option to purchase the asset at a pre-determined price.

Change Order Authority

Changes during the performance of a contract are usually accomplished by issuance of a change order, modification, stop-work or termination notice, or by renewal or extension of a contract.

Change orders should be reviewed carefully to determine whether or not the subject of the change order is something that should have been or was thought to be covered in the original contract. Questions could arise about whether a vendor intentionally lowered the pricing of the bid with the intent to increase it at a later date through change orders.

A project change order is a written order negotiated by the City with a contractor covering changes in the plans, quantities, time, or work items, within or beyond the scope of the original contract and/or bid documents and establishing the basis of payment and time adjustments for the work affected by the change.

The City utilizes a purchase order form authorizing a vendor to deliver goods and services as specified and within the terms and conditions contained thereon. A change order to a project, therefore, also requires a change order to a purchase order.

The following approval limits apply to project change:

- Change orders on contracts may be approved by the City Manager for amounts less than \$25,000 as long as the amount of change doesn't exceed 10% of the original contract.
- Change orders that seek to revise the amount of the contract more than \$25,000 or an amount that exceeds 10% of the original contract shall be approved by the City Commission.

It is the responsibility of user departments to fully and completely justify all requested change orders.

Sole Source Purchases

The following are the criteria used for determining sole source:

- The Vendor is the original equipment provider and required parts or equipment are unavailable from another vendor.
- The compatibility or conformity with City-owned equipment, parts, materials, or expertise in which non-conformance would cause additional expenditures.
- No other equipment is available that shall meet the specialized needs of the department or perform the intended function.
- Detailed justification is available, which reasonably establishes that the vendor is the only source feasibly available to provide the item or service required.
- Written justification is provided which reasonably and feasibly establishes that the selection of the sole source vendor is in the best interest of the City

It is the responsibility of user departments to fully and completely justify all requested sole source procurements.

- The Finance Director shall approve sole source requests of an aggregate cost of less than \$5,000.
- The City Manager or Assistant City Manager shall approve sole source requests of an aggregate cost of between \$5,000 and \$25,000.
- The City Commission shall approve sole source requests of an aggregate cost of more than \$25,000.

For any and all approved sole sources, the Finance Director reserves the right to require references from the approved vendor.

Emergency Purchases

An emergency situation is defined as a circumstance in which:

1. The functioning of the City government is at risk.
2. The health or safety of any person is at risk.
3. The preservation or protection of property, machinery, or equipment is at risk

An emergency purchase may be made with or without the benefit of the competitive procurement process.

The City Commission or City Manager can declare an emergency during the hours of the City's normal work week. Department Directors can declare an emergency outside the hours of the City's normal work week as long as the situation meets the criteria outlined above. Emergencies which require a purchase order outside the hours of the City's normal work week may be made by authorized departmental personnel and followed-up immediately by the submission of a confirming requisition.

- The Finance Director shall approve emergency purchase requests of an aggregate cost of less than \$5,000.
- The City Manager or Assistant City Manager shall approve emergency purchase requests of an aggregate cost of between \$5,000 and \$25,000.
- The City Commission shall approve emergency purchase requests of an aggregate cost of more than \$25,000.

This procedure shall not be substituted for lack of proper planning (including the potential loss of year-end funds) by user departments nor used to circumvent the competitive purchasing process in the absence of a bona fide emergency as defined above.

Debarment or Suspension

After consultation with the City's Legal Counsel, the City Manager is authorized to suspend a firm or person from consideration for award of contracts if there is probable cause to believe that the firm or person has engaged in any activity, which might lead to debarment. The suspension shall be for a period not to exceed twelve (12) months.

After reasonable notice to the firm or person involved and after reasonable opportunity for that firm or person to be heard, the City Manager, after consultation with the City's Legal Counsel, is authorized to debar a firm or person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years.

The causes for debarment include:

1. Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City vendor.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
4. Violation of contract provisions, as set forth below, of a character which is regarded by the Finance Director to be so serious as to justify debarment action:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one (1) or more contracts, provided that failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
5. Any other cause the City Manager determines to be so serious and compelling as to affect responsibility as a City vendor, including debarment by another governmental entity for any cause listed herein.

When the decision has been reached to debar or suspend, the City Manager shall issue a written decision concerning the matter. The written decision shall state the reasons for the action taken and inform the debarred or suspended firm or person involved of its rights concerning judicial or administrative review. The decision shall be mailed or otherwise furnished immediately to the debarred or suspended firm or person and shall constitute issuance thereof.

Insurance

Certificates of insurance shall be provided by the successful bidder or proposer to assure that the City's insurance program will not be called upon to respond to losses from and that the contractor is financially capable of responding to, claims resulting from the contractor's operations, products, activities, or services for the City.

Construction and service contractors should provide evidence of commercial general liability, workers' compensation, and automobile liability coverage.

Professional services and environmental contractors should provide evidence of professional liability, commercial general liability, workers' compensation, and automobile liability coverage.

The certificate of insurance shall be issued to:

The City of Leavenworth
c/o City Clerk
City Hall
100 North 5th Street
Leavenworth, Kansas 66048

The certificate should evidence a thirty (30) day cancellation clause and the inclusion of the City Commissioners, City of Leavenworth, its officers, commissions, agents, employees, and volunteers as additional insured.

Depending upon the services requested in the procurement, additional or specialty coverage or specific limits of coverage may be required. The amounts and types of insurance required will be detailed in the bidding or proposal document.

Bonds

There are three major types of bonds used by the City in the competitive procurement process.

1. Bid Bonds are used when bid security is required to ensure that a firm or individual awarded a contract will subsequently enter into contract with the City.
2. Performance Bonds are used when a guarantee is required to ensure that a firm or individual that has entered into contract with the City will complete the project within the terms of the agreement.
3. Labor and Material Payment Bonds (Statutory Bonds) are used for all contracts exceeding \$25,000 entered into by the City for the purpose of making public improvements, constructing any public building or making repairs on same. The bonds are required by K.S.A. 60-1111 and insure the payment of all indebtedness incurred for labor furnished, materials, equipment, or supplies used or consumed in connection with, or in or about, the construction, improvements or repairs. These bonds are issued in favor of the State of Kansas and are filed with the Clerk of the District Court.

The above bonds require the appointment of a Kansas resident agent and must be issued by an acceptable bonding company licensed to do business in the state of Kansas.

Checks or other security deposits shall not be accepted in lieu of the above bonds unless specifically approved by the City Clerk prior to the publication and distribution of the bidding documents.

Bid bonds, when required, are generally written in an amount equal to five percent (5%) of the total amount bid while performance and labor and material payments bonds are normally written in an amount equal to one hundred percent (100%) of the awarded contract.

Construction projects estimated to cost \$25,000 or more require all of the above bonds. Bid security for other purchases may be required by applicable statute or at the discretion of the City Clerk.

Annual Purchase Orders

An Annual Purchase Order is a purchase order that is issued for specified goods with a limit on the period of time the order is valid and the maximum amount of money which may be expended during the period of the order. Annual purchase orders facilitate departmental order placement and reduce the administrative overhead inherent in repetitive price comparison and order placement.

Annual purchase orders should be used when departments purchase repetitive, specified goods, or categories of goods, from the same vendor that require numerous orders and/or shipments over specified periods. Annual purchase orders may not be issued for periods extending past the fiscal year in which they are issued.

Annual purchase orders are issued by the Purchasing Agent - subject to proper authorizations upon request of user departments. Once issued, the department may place orders against the purchase order until either the dollar limit is reached or the time has expired. An increase in expenditure authority of the purchase order may be requested by user departments by furnishing a change order request to the Purchasing Agent.

The following information is required to initiate Annual purchase orders:

1. A completed and properly authorized requisition.
2. A description of the goods required or a description of the categories of goods required.
3. The maximum dollar amount authorized.
4. The maximum quantities authorized (if applicable).

Freight

F.O.B. is a transportation term meaning "free on board." Legally, the term is used to determine where the title to a shipment passes from the contractor to the buyer (City) and whether the contractor or the buyer pays the freight charges to the common carrier. All shipments to the City shall be accomplished F.O.B. Destination.

F.O.B. Destination implies that the City takes legal possession (title) to the shipment only when the shipment is delivered to the City's receiving location and that the vendor pays the shipping charges to the common carrier. F.O.B. Destination also implies that the vendor files and pursues all freight claims for missing or damaged shipments.

The City shall not contract for shipments on an F.O.B. Origin basis. F.O.B. Origin implies that the City takes legal possession (title) to the shipment when the vendor delivers the shipment to the common carrier and that the City pays all freight charges. F.O.B. Origin also implies that the City files and pursues all freight claims for missing or damaged shipments.

Receiving Shipments

As shipments arrive at the City's receiving locations, they should be properly received and inspected without delay. A thorough and prompt inspection of received goods is often necessary to preserve the City's legal rights if goods arrive at the receiving location in a damaged or other irregular condition.

All shortages, overages, evidence of damage or other inconsistency between the order and the shipment must be clearly noted and outlined by the City's receiving personnel on the carrier's bill of lading or other delivery document.

If time does not permit a thorough and timely receiving process, the carrier's bill of lading or other delivery document must be marked "Received subject to the City's inspection, count and testing." It is good practice to note such verbiage on all received shipments whether or not a complete inspection was accomplished.

Forms and Procedures

For purchases of less than \$5,000 and for invoices received by the department associated with existing purchase orders, the invoice should be scanned and attached to the request for payment in the financial system.

By approving the electronic payment request, the Department Director or Division Superintendent indicates agreement with the invoice, specifies that the goods and services were required for the proper operation of their department and that the goods or services procured are verified as having been received by the department.

After all approvers of the invoice have approved it for payment, the Purchasing Agent/Accounts Payable staff processes the invoice for payment.

Requisition

A requisition is a departmental request seeking authorization to initiate a purchase. Upon authorization, the Purchasing Agent creates a purchase order. It is the sole responsibility of requesting departments to assure that requisitions are submitted with adequate lead time to allow the approval process to be completed by all approvers before making the purchase.

By approving the electronic requisition, the Department Director or Division Superintendent indicates agreement with the contents of the requisition, specifies that the goods and services are required for the proper operation of their department, and that sufficient funds exist to pay for the procurement.

After approval of the requisition by the Department Director or Division Superintendent, the requisition approved by the Finance Director or City Manager depending on the amount of the requisition, prior to the creation of a purchase order.

Quotation Form

Verbal quotations are required for all purchases with an aggregate cost of at least \$5,000 but less than \$10,000. The Quotation form is designed to assist the department in obtaining and documenting the competitive procurement process in these circumstances.

The department completes the verbal quote process and documents it on the form. The Department Director or Division Superintendent signs and dates the form. By affixing their signature to the quotation form, the Department Director or Division Superintendent indicates agreement with the contents of the quotation form, and that the competitive procurement process has been conducted in compliance with City policies and procedures.

Information detailing the results of the quotation is attached to the electronic requisition.

Glossary

| | |
|------------------------|---|
| Addendum | An addition or supplement to a document. |
| Best Value | A selection of a product or service that was based on both price and qualitative components of a bid and the award is not necessarily to the lowest bidder, but rather on the offer deemed most advantageous and of greatest value to the City. Qualitative considerations include items such as technical design, technical approach, quality of proposed personnel, and or management plan. |
| Bid | A written offer to perform a contract to provide goods or services to the City in response to a bid opportunity. |
| Challenge | A written objection by a participating bidder regarding a bid, proposal, or quote. |
| Collusion | When two or more parties act together secretly to achieve a fraudulent or unlawful acts such as unlawful activities impacting competitive bidding. This may inhibit free and open competition in violation of antitrust laws. |
| Contract | Any written instrument or electronic document containing elements of offer, acceptance, and consideration to which the City is a part. |
| Contractor | An individual, company, corporation, firm, or combination thereof in which the City enters into a contract for procuring goods or services. |
| Cooperative Purchasing | A process by which two or more jurisdictions cooperate to purchase from the same vendor. |
| Design-Build | A project delivery method in which the City contracts with a single entity for both the design and construction/implementation of a project. |
| Designee | A duly authorized representative of a Department Director |

Glossary (cont'd)

| | |
|---------------------------|--|
| Emergency Purchases | A purchase made when a lack of which would threaten: <ol style="list-style-type: none">1) The functioning of the City government2) The preservation or protection of property, machinery, or equipment3) The health or safety of any person |
| Informal Solicitations | Purchases under a certain dollar threshold may be made by either verbal or written quotes. |
| Invitation for bids (IFB) | All documents used to solicit competitive or multi-step bids. |
| Lease Agreements | A contract by which one party (lessee) enters into an agreement with a second party (lessor) for the possession and use of property (equipment) for a specified amount of time and at a predetermined cost. |
| Lease-Purchase Agreements | A lease in which the lease payments are applied, in whole or in part, as installment payments for equity or ownership upon receipt of full payment. |
| May | Denotes the permissive |
| Protest | A written objection to a proposed award, or the award of a contract, with the intention of receiving a remedial result. |
| Purchasing Agent | City employee assigned to the Finance office designated with the authority and responsibility for purchasing |
| Request for Information | A solicitation document, whether attached or incorporated by reference, utilized for soliciting input from interested parties for an upcoming solicitation. Pricing is not requested during this process, and no award is made. |

Request for Proposal (RFP) A document used to solicit proposals from potential providers for goods and services

Glossary (cont'd)

Request for Qualifications Refers to the pre-qualification stage of the procurement process. Only those proponents who successfully respond to the RFQ and meet the qualification criteria will be included in the subsequent Request for Proposals (RFP) solicitation process.

Request for Quotes A request made to vendors for non-repetitive purchases below a certain dollar amount may be either a verbal or written quote depending on the dollar threshold.

Requisition An internal purchasing document with a detailed request to purchase goods or services, replenish inventory, or obtain materials for specific projects.

Responsible Bidder A contractor, business entity, or individual, who is fully capable of meeting all of the requirements of the solicitation and subsequent contract, including financial and technical requirements. Must be able to fully document the ability to provide good-faith performance.

Responsive Bidder A contractor, business entity, or individual who has submitted a bid or proposal that fully conforms in all material respects to the solicitation and all of its requirements, including all form and substance.

Sealed Bids A sealed bid is a document enclosed in a sealed envelope and is submitted in response to an invitation to bid.

Shall/Must Denotes the imperative

Specification A precise description of the physical or functional characteristics of a product, goods, or services the purchaser is seeking to buy and what a bidder must do to be responsive in order to be awarded a contract. Specifications generally fall under the follow-

ing categories: design, performance, qualified products list, and samples. May also be known as a purchasing description.

Vendor

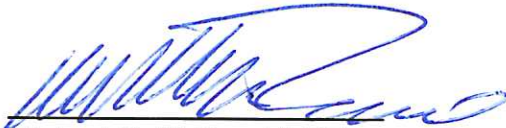
A supplier/seller of goods and services. A reference to a provider of product or service.

**POLICY REPORT PWD NO. 19-44
REVIEW PROPOSED CITY MAINTENANCE OF KDOT
RIGHT-OF-WAY NEAR 4TH AND METROPOLITAN**

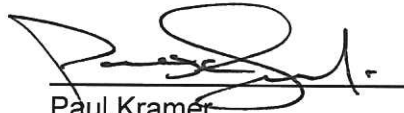
September 3, 2019

Prepared by:

Reviewed by:



Michael G. McDonald, PE
Director of Public Works



Paul Kramer
City Manager

ISSUE:

Review proposed City maintenance of Kansas Department of Transportation (KDOT) Right-of-Way (ROW) near 4th and Metropolitan

BACKGROUND:

Property owners are generally responsible for mowing grass outside of the travelled areas of state highways except where the roadway is fenced. Maintenance of Metropolitan Avenue (Metro) east of 4th Street is currently performed by KDOT forces. This maintenance typically consists of mowing once per year and little else. Occasionally the City will request a second mowing and KDOT has generally performed that work.

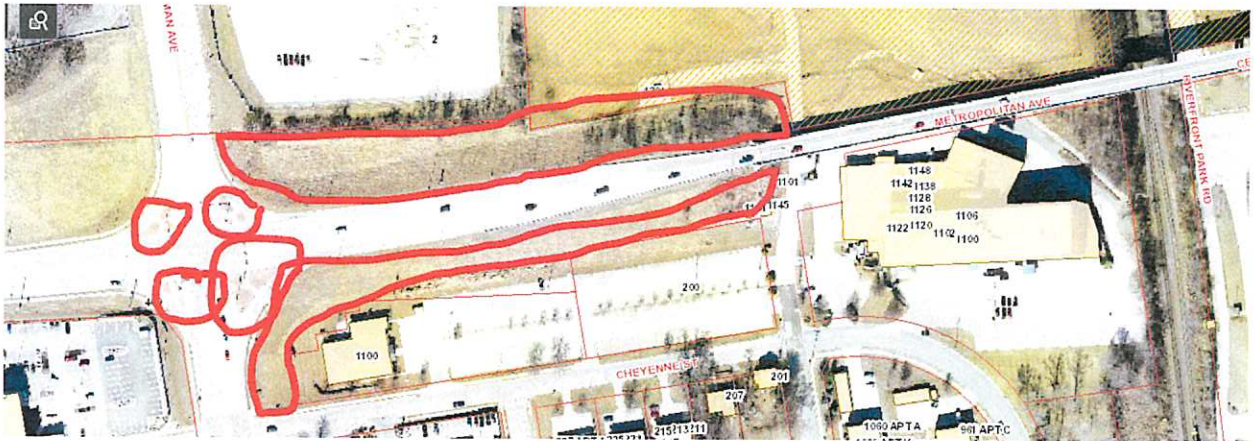
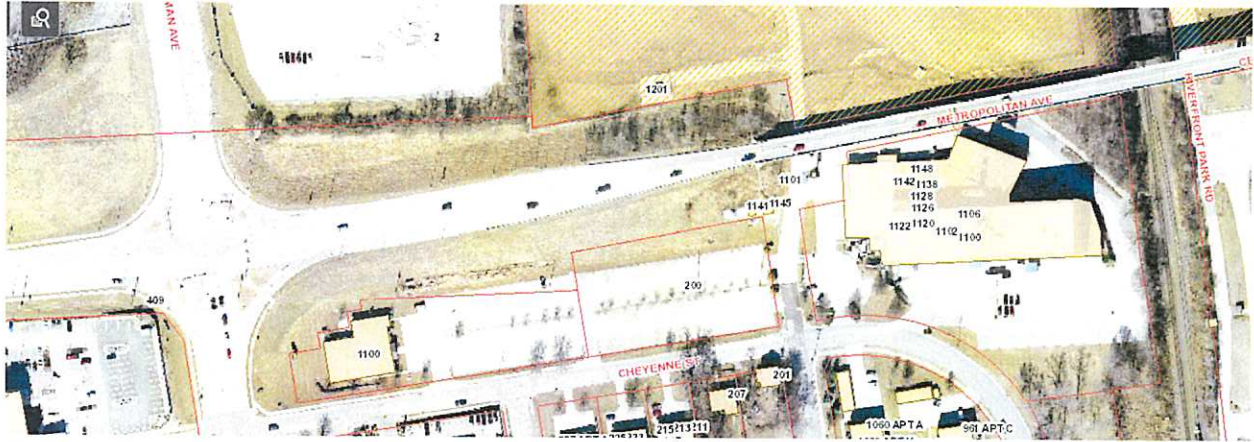
The City has worked with KDOT over the years and performs limited appearance-related maintenance on the islands, and occasionally operates street sweepers on Metro east of 4th Street and on the Centennial Bridge. KDOT has prohibited the City from picking up litter and trash in this area due to the dangers of the roadway.

The City Commission has asked Staff to investigate opportunities to improve the appearance of the community in this area. Staff has discussed this with KDOT in regards to the areas shown on the map below - essentially grassy areas east of 4th Street and the islands. Further discussion with KDOT is expected regarding their actual maintenance areas, expectations, mowing methods/equipment and safety practices. City expectations will also be reviewed.

Should both KDOT and the City be interested in pursuing that the City perform this maintenance, an agreement will be necessary. Initial discussion on an agreement has identified some concerns that need to be discussed between KDOT and the City, and any final agreement will need to be reviewed by attorneys.

- There is an existing Agreement covering City/State responsibilities
- KDOT has suggested that the new "connecting link " agreement will be required for this work, and would replace the current agreement. Staff is concerned that the new agreement may have unintended consequences.
- A separate agreement related to landscaping activities is possible, but may be more complex than necessary.

Staff expects to continue discussions with KDOT on this matter and will bring back recommendations for review by the Commission.



RECOMMENDATION:

Staff recommends that the City Commission provide any additional guidance necessary to Staff on this matter.

**POLICY REPORT PWD NO. 19-45
REVIEW 16th TERRACE and THORNTON
DRAINAGE SYSTEM IMPROVEMENTS**

City Project 2018-897

September 3, 2019

Prepared by:



Michael G. McDonald, PE
Director of Public Works

Reviewed by:



Paul Kramer
City Manager

ISSUE:

Review the design and construction schedule for the 16th Terrace and Thornton Drainage System Improvements, Phase II and Phase III.

BACKGROUND:

City staff has been monitoring the deterioration of the stormwater system that runs from the north end of 16th Terrace south to Vilas Street for many years. High rainfall events have flooded several houses in this area, and the stream has eroded the banks and bottom of the channel.

A concept drawing for a detention basin on City-owned property at the end of 16th Terrace was completed by Napier Engineering in 2011. In 2017, Water Resource Solutions (WRS) completed an engineering study of the drainage basin for the system. The study recommended the construction of a detention basin and channel improvements to the creek area along the back properties of the residences from 2205 16th Terrace south to Vilas Street.

The Commission approved a contract with WRS on November 14, 2017 for the design of the Phase I Improvements identified in the study. Those improvements were constructed by Linaweaver Construction in 2018/2019 and included:

- Construction of a detention basin on City-owned property at the end of 16th Terrace.
- Replacement of a deteriorated pipe between the houses at 2205 and 2209 16th Terrace.
- Grading of an overflow swale between the houses at 2205 and 2209 16th Terrace.
- Modification of the junction box behind 2209 16th Terrace.

On February 26, 2019, the Commission approved an amendment to the original WRS contract for the design of the Phase II and Phase III improvements. Phase II improvements will include the following:

- Construction of a swale on the property north of Thornton Street from 16th Street to the new detention pond north of 16th Terrace.
- The replacement of the storm pipe behind 2209, 2213, and 2301 16th Terrace
- Channel improvements behind the properties from 2215 to 2409 16th Terrace

Phase III improvements will include channel improvements behind the properties starting at 2409 S. 16th Terrace and then south to Vilas Street.

Stormwater money is allocated for the Phase II improvements to be constructed in 2020 and Phase III improvements to be constructed in 2022. Construction costs are estimated below. Plans are essentially complete, and the next step by the City is to begin to obtain easements from adjoining property owners.

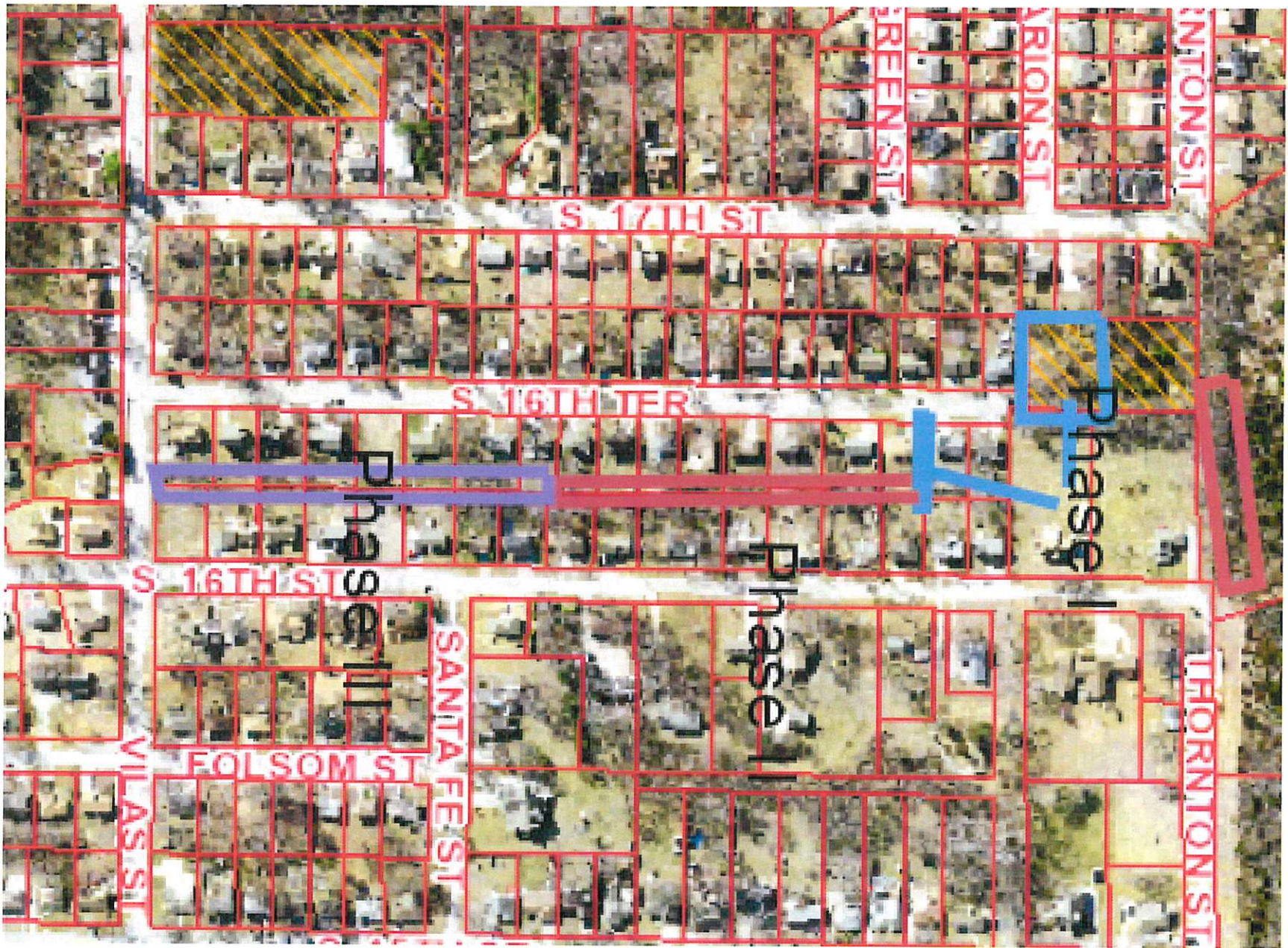
Phase II \$275,000
Phase III \$300,000

RECOMMENDATION:

Staff recommends constructing the Phase II and Phase III improvements as identified in the plans and timeframe set out in the 5-year Stormwater Plan.

ATTACHMENTS:

- Project Location Map
- 5-Year Stormwater Plan



STORMWATER FEE PROJECTS/FUNDING

| Date Prepared: 5/13/2019 Revised 7/31/2019 | STORMWATER PROJECTS | | STORMWATER FEE PROJECTS | | | | | Previous CIP | 2018/2019 CIP | |
|---|-----------------------------|---------------------|-------------------------|---------------------|---------------------|---------------------|---------------|---------------|---------------------|---------------------|
| | Estimated Construction Cost | BID | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | | |
| Iowa St. Stormwater Repairs | | | | | | | | | | |
| Construction | \$23,805.00 | \$23,805.00 | \$23,805.00 | | | | | | | |
| Total Iowa St. Stormwater Repair Project Costs | \$23,805.00 | \$23,805.00 | \$23,805.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Limit St. Emergency Repair | | | | | | | | | | |
| Construction | | \$120,945.00 | \$120,945.00 | | | | | | | |
| Total Limit St. Emergency Repair Costs | \$47,610.00 | \$120,945.00 | \$120,945.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 14th & Pawnee Drainage (Countywide Sales Tax)(2016 - \$56,500.00) (2017- \$35,000.00)(2018-\$301,275.00) (2019-\$236,071.00 transfer from 2018 Stormwater) All remaining CIP stormwater was transferred to this project) | | | | | | | | | | |
| | \$590,986.00 | | | | | | | | | |
| Study (2017) | \$14,740.00 | \$14,740.00 | | | | | | | \$14,740.00 | |
| Design (Prelim. Eng.) (2018) | \$33,900.00 | \$33,900.00 | | | | | | | \$33,900.00 | |
| Easement Acquisition (2016) | \$5,000.00 | \$0.00 | | | | | | | \$0.00 | |
| Construction (2016) | \$522,346.00 | \$552,393.00 | \$15,047.00 | | | | | | \$37,860.00 | \$499,486.00 |
| Inspection (Const. Eng.) | | | | | | | | | | |
| Total 14th & Pawnee Costs | \$575,986.00 | \$601,033.00 | \$15,047.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$86,500.00 | \$499,486.00 |
| 16th Terr. & Thornton Phase 1 (Countywide Sales Tax) (2017 Stormwater - \$344,850.00)(2018 Stormwater - \$45,350.00) | | | | | | | | | | |
| Study | \$390,200.00 | | | | | | | | | |
| Study | \$21,993.00 | \$21,993.00 | | | | | | | \$21,993.00 | |
| Design (Prelim. Eng.) (2016) | \$38,665.00 | \$38,665.00 | | | | | | | \$38,665.00 | |
| Design Change Order | | \$11,020.00 | | | | | | | | \$11,020.00 |
| Easements (2016) | \$15,000.00 | \$0.00 | | | | | | | \$0.00 | |
| Construction (2017) | \$314,542.00 | \$135,501.00 | | | | | | | \$135,501.00 | |
| Construction Change Order # 1 | | \$20,816.00 | \$20,816.00 | | | | | | | |
| Construction Change Order # 2 | | \$29,625.00 | \$29,625.00 | | | | | | | |
| Construction Change Order # 3 | | \$4,985.00 | \$4,985.00 | | | | | | | |
| Construction Change Order # 4 | | \$1,335.00 | \$1,335.00 | | | | | | | |
| Inspection (Const. Eng.) | | | | | | | | | | |
| Total 16th Terr. & Thornton Phase 1 Costs | \$390,200.00 | \$263,940.00 | \$56,761.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$196,159.00 | \$11,020.00 |
| 16th Terr. & Thornton Phase 2 (Construction - 2019 Stormwater) (Design - 2018 CIP Stormwater - \$45,350.00) | | | | | | | | | | |
| Study | | | | | | | | | | |
| Design (Prelim. Eng.) (2019) | \$39,190.00 | \$39,190.00 | | | | | | | | \$30,350.00 |
| Design Change Order | | \$15,000.00 | | | | | | | | \$15,000.00 |
| Easements | \$10,000.00 | | | \$10,000.00 | | | | | | |
| Construction | \$250,000.00 | | | \$275,000.00 | | | | | | |
| Inspection (Const. Eng.) | | | | | | | | | | |
| Total 16th Terr. & Thornton Phase 2 Costs | \$299,190.00 | \$54,190.00 | \$0.00 | \$285,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$45,350.00 |
| 16th Terr. & Thornton Phase 3 | | | | | | | | | | |
| Study | | | | | | | | | | |
| Design (Completed in 2019) | | | | | | | | | | |
| Easements | | | | | | | | | | |
| Construction | \$300,000.00 | | | | | \$300,000.00 | | | | |
| Inspection (Const. Eng.) | | | | | | | | | | |
| Total 16th Terr. & Thornton Phase 3 Costs | \$300,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$300,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2019 Stormwater Project Phase 1 (2019 Stormwater Fee) (Orange Fence 1) | | | | | | | | | | |
| Design (In-house) | | | | | | | | | | |
| Easements | \$5,000.00 | \$0.00 | \$0.00 | | | | | | | |
| Construction | \$130,000.00 | \$153,335.25 | \$116,550.00 | | | | | | | |
| Total 2019 Stormwater Project Phase 1 Costs | \$135,000.00 | \$153,335.25 | \$116,550.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2019 Stormwater Project Phase 2 (2019 Stormwater Fee) (Orange Fence 2) | | | | | | | | | | |
| Design | \$35,000.00 | | \$35,000.00 | | | | | | | |
| Easements | \$5,000.00 | | \$5,000.00 | | | | | | | |
| Construction | \$200,000.00 | | \$200,000.00 | | | | | | | |
| Inspection (In-house) | | | | | | | | | | |
| Total 2019 Stormwater Project Phase 2 Costs | \$240,000.00 | \$0.00 | \$240,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2020 Stormwater Project (Orange Fence 3) | | | | | | | | | | |
| Design | \$35,000.00 | | | \$35,000.00 | | | | | | |
| Easements | \$5,000.00 | | | \$5,000.00 | | | | | | |
| Construction | \$250,000.00 | | | \$250,000.00 | | | | | | |
| Inspection (In-house) | | | | | | | | | | |
| Total 2020 Stormwater Project (Orange Fence 3) Costs | \$290,000.00 | \$0.00 | \$0.00 | \$290,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2021 Stormwater Project (Orange Fence 4) | | | | | | | | | | |
| Design | \$35,000.00 | | | | \$35,000.00 | | | | | |
| Easements | \$5,000.00 | | | | \$5,000.00 | | | | | |
| Construction | \$250,000.00 | | | | \$250,000.00 | | | | | |
| Inspection (In-house) | | | | | | | | | | |
| Total 2021 Stormwater Project (Orange Fence 4) Costs | \$290,000.00 | \$0.00 | \$0.00 | \$0.00 | \$290,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2022 Stormwater Project (Orange Fence 5) | | | | | | | | | | |

STORMWATER FEE PROJECTS/FUNDING

| Date Prepared: 5/13/2019 Revised 7/31/2019 | | Estimated Construction Cost | BID | STORMWATER FEE PROJECTS | | | | | Previous CIP | 2018/2019 CIP | |
|---|--|-----------------------------|-------------------|-------------------------|----------------|----------------|----------------|--------------|--------------|---------------|--------------|
| STORMWATER PROJECTS | | | | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | | |
| Design | | \$35,000.00 | | | | | \$35,000.00 | | | | |
| Easements | | \$5,000.00 | | | | | \$5,000.00 | | | | |
| Construction | | \$250,000.00 | | | | | \$250,000.00 | | | | |
| Inspection (In-house) | | | | | | | | | | | |
| Total 2022 Stormwater Project (Orange Fence 5) Costs | | \$290,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$290,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2023 Stormwater Project (Orange Fence 6) | | | | | | | | | | | |
| Design | | \$35,000.00 | | | | | | \$35,000.00 | | | |
| Easements | | \$5,000.00 | | | | | | \$5,000.00 | | | |
| Construction | | \$250,000.00 | | | | | | \$250,000.00 | | | |
| Inspection (In-house) | | | | | | | | | | | |
| Total 2023 Stormwater Project (Orange Fence 6) Costs | | \$290,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$290,000.00 | \$0.00 | \$0.00 | \$0.00 |
| 2024 Stormwater Project (Orange Fence 7) | | | | | | | | | | | |
| Design | | \$35,000.00 | | | | | | \$35,000.00 | | | |
| Easements | | \$5,000.00 | | | | | | \$5,000.00 | | | |
| Construction | | \$250,000.00 | | | | | | \$250,000.00 | | | |
| Inspection (In-house) | | | | | | | | | | | |
| Total 2024 Stormwater Project (Orange Fence 7) Costs | | \$290,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$290,000.00 | \$0.00 | \$0.00 |
| Independence Ct. Creek Project | | | | | | | | | | | |
| Study | | | \$14,450.00 | \$14,450.00 | | | | | | | |
| Design | | \$75,000.00 | \$101,833.00 | \$101,833.00 | | | | | | | |
| Easements | | \$10,000.00 | | | \$10,000.00 | | | | | | |
| Construction | | \$550,000.00 | | | | \$350,000.00 | \$200,000.00 | | | | |
| Inspection | | \$15,000.00 | | | | \$15,000.00 | | | | | |
| Total Independence Ct. Creek Project Costs | | \$650,000.00 | \$116,283.00 | \$116,283.00 | \$10,000.00 | \$365,000.00 | \$200,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2nd. Street & Chestnut Stormwater | | | | | | | | | | | |
| Study | | | \$54,700.00 | \$54,700.00 | | | | | | | |
| Design (2019) | | \$180,000.00 | | \$180,000.00 | | | | | | | |
| Easements | | | | | | | | | | | |
| Construction (Multi-phase, 2 yrs. 2020 & 2021) (Adjust Bond Payments) | | \$1,800,000.00 | | | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | | |
| Inspection | | | | | | | | | | | |
| Total 2ND Street & Chestnut Stormwater Project Costs | | \$1,980,000.00 | \$54,700.00 | \$234,700.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$0.00 | \$0.00 |
| Stubby Park Stormwater Project | | | | | | | | | | | |
| Study | | | | | | | | | | | |
| Design | | \$50,000.00 | \$17,600.00 | \$17,600.00 | | | | | | | |
| Easements | | | | | | | | | | | |
| Construction (Adjust Bond Payments) | | \$550,000.00 | | | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | | |
| Inspection | | | | | | | | | | | |
| Total Stubby Park Stormwater Project Costs | | \$600,000.00 | \$17,600.00 | \$17,600.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$0.00 | \$0.00 |
| 3100 Foxhill Storm Repair Project | | | | | | | | | | | |
| Study | | | \$5,500.00 | \$5,500.00 | | | | | | | |
| Design | | \$30,000.00 | | | \$30,000.00 | | | | | | |
| Easements | | | | | | | | | | | |
| Construction | | \$275,000.00 | | | | | \$275,000.00 | | | | |
| Inspection (Const. Eng.) | | | | | | | | | | | |
| Total Foxhill Costs | | \$305,000.00 | \$5,500.00 | \$5,500.00 | \$30,000.00 | \$0.00 | \$275,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 1017 Randolph Stormwater Project (Rock of Ages) | | | | | | | | | | | |
| Study | | \$16,342.00 | \$16,342.00 | \$16,342.00 | | | | | | | |
| Design | | \$75,000.00 | | | \$75,000.00 | | | | | | |
| Easements | | | | | | | | | | | |
| Construction | | \$275,000.00 | | | | | \$275,000.00 | | | | |
| Inspection | | | | | | | | | | | |
| Total 1017 Randolph Stormwater Project Costs | | \$366,342.00 | \$16,342.00 | \$16,342.00 | \$75,000.00 | \$0.00 | \$275,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | Funds Used | \$963,533.00 | \$1,090,000.00 | \$1,055,000.00 | \$1,740,000.00 | \$690,000.00 | \$690,000.00 | \$282,659.00 | \$555,856.00 |
| 14th & Kiowa Drainage (14th & Pawnee Drainage Phase 2) | | \$590,986.00 | | | | | | | | | |
| Study (2017) | | | | | | | | | | | |
| Design | | \$55,000.00 | | | | | | | | | |
| Easement Acquisition | | \$5,000.00 | | | | | | | | | |
| Construction | | \$585,000.00 | | | | | | | | | |
| Inspection | | | | | | | | | | | |
| Total 14th & Kiowa Drainage Project Costs | | \$645,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Service Center Stormwater Project | | | | | | | | | | | |
| Design | | | | | | | | | | | |
| Easements | | | \$0.00 | \$0.00 | | | | | | | |
| Construction | | \$275,000.00 | \$0.00 | | | | | | | | |
| Total Service Center Stormwater Project Costs | | \$275,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Curb Inlet Replacement Program | | | | | | | | | | | |
| Design | | | | | | | | | | | |
| Easements | | | | | | | | | | | |
| Construction | | \$100,000.00 | | | | | | \$100,000.00 | \$100,000.00 | | |

STORMWATER FEE PROJECTS/FUNDING

| Date Prepared: 5/13/2019 Revised 7/31/2019 | | Estimated Construction Cost | BID | STORMWATER FEE PROJECTS | | | | | | Previous CIP | 2018/2019 CIP |
|---|--|-----------------------------|-----|-------------------------|-------------------|----------------|----------------|----------------|------------------|------------------|---------------|
| STORMWATER PROJECTS | | | | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | | |
| Inspection (In-house) | | | | | | | | | | | |
| Total Curb Inlet Replacement Program Costs | | | | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 |
| Corrugated Metal Pipe (CMP) Replacement Program | | | | | | | | | | | |
| Design | | | | \$55,000.00 | | \$55,000.00 | | | | | |
| Easements | | | | | | | | | | | |
| Construction | | | | \$200,000.00 | | | \$200,000.00 | \$200,000.00 | \$200,000.00 | | |
| Inspection (In-house) | | | | | | | | | | | |
| Total CMP Replacement Program Costs | | | | \$255,000.00 | \$0.00 | \$0.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$0.00 | \$0.00 |
| Brick/Stone Arch Replacement Program | | | | | | | | | | | |
| Design | | | | \$120,000.00 | | | \$60,000.00 | \$60,000.00 | | | |
| Easements | | | | | | | | | | | |
| Construction | | | | \$400,000.00 | | | | \$400,000.00 | \$400,000.00 | | |
| Inspection (In-house) | | | | | | | | | | | |
| Total Brick/Stone Arch Replacement Program Costs | | | | \$520,000.00 | \$0.00 | \$0.00 | \$60,000.00 | \$460,000.00 | \$400,000.00 | \$0.00 | \$0.00 |
| Stream Bank Restoration Program | | | | | | | | | | | |
| Design | | | | \$120,000.00 | | | \$45,000.00 | \$75,000.00 | | | |
| Easements | | | | | | | | | | | |
| Construction | | | | \$650,000.00 | | | | | \$600,000.00 | | |
| Inspection (In-house) | | | | | | | | | | | |
| Total Stream Bank Restoration Program Costs | | | | \$770,000.00 | \$0.00 | \$0.00 | \$45,000.00 | \$75,000.00 | \$600,000.00 | \$0.00 | \$0.00 |
| Stormwater System Evaluation | | | | | | | | | | | |
| Study | | | | | | | | | | | |
| Total Stormwater System Evaluation Costs | | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Carryover From Previous Year | | | | | \$304,330.38 | \$214,330.38 | \$104,330.38 | -\$940,669.62 | -\$1,465,669.62 | | |
| TOTAL ESTIMATED CONSTRUCTION COSTS | | | | \$9,928,133.00 | Current Yr. Funds | \$1,267,863.38 | \$1,000,000.00 | \$1,000,000.00 | \$1,000,000.00 | \$1,000,000.00 | |
| Funds Used | | | | | \$963,533.00 | \$1,090,000.00 | \$1,110,000.00 | \$2,045,000.00 | \$1,525,000.00 | \$1,990,000.00 | \$282,659.00 |
| Remaining Balance | | | | | \$304,330.38 | \$214,330.38 | \$104,330.38 | (\$940,669.62) | (\$1,465,669.62) | (\$2,455,669.62) | \$555,856.00 |
| TOTAL AVAILABLE CARRYOVER | | | | | \$304,330.38 | \$214,330.38 | \$104,330.38 | (\$940,669.62) | (\$1,465,669.62) | (\$2,455,669.62) | Previous CIP |
| | | | | | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2018/2019 CIP |

** Numbers in "RED" are estimates or negative