



Welcome To Your City Commission Meeting - Please turn off all cell phones during the commission meeting.
Meetings are televised everyday on Channel 2 at 7 p.m. and midnight

Call to Order – Pledge of Allegiance Followed by Silent Meditation

PRESENTATION:

1. Presentation to Out-going Mayor - Nancy Bauder

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from January 8, 2018 Special Meeting & January 9, 2018 Regular Meeting **Action:** Motion (pg. 3)

Second Consideration Ordinances:

3. Second Consideration Ordinance No. 8066 to Vacate a portion of Linn Street **Action:** Roll Call Vote (pg. 10)
4. Second Consideration Ordinance No. 8067 to Vacate Easement, Tract C, Branches Addition No. 2 Subdivision
Action: Roll Call Vote (pg. 15)
5. Second Consideration Ordinance No. 8068 to Remove 225 Delaware from the Downtown Town Square
Redevelopment District **Action:** Roll Call Vote (pg. 18)

NEW BUSINESS:

Citizen Participation: *(i.e. Items not listed on the agenda or receipt of petitions- Please state your name and address)*

General Items:

6. Consider Request for a Waiver of a Transient Merchant License – Military Memorabilia Show at Riverfront
Community Center on February 17, 2018 **Action:** Motion (pg. 23)
7. Consider Approval of a Cereal Malt Beverage License for Main Street **Action:** Motion (pg. 26)
8. Consider Request for Waiver of Temporary Liquor License St. Joseph Church & Immaculate Conception Church
Action: Motion (pg. 27)
9. Review of Properties on Demolition List- 2068 S 4th Street and 1214 Pottawatomie Street
Action: Motion (pg. 29)

Resolutions:

10. Resolution B-2186 to Set Public Hearing for Dangerous Structure Damaged by Fire at 850 Sherman Ave
Action: Motion (pg. 36)

Bids, Contracts and Agreements:

11. Consider Bids for Police SWAT Vehicle **Action:** Motion (pg. 39)

- 12. Consider Sole Source Bid for a Laser Scanner for Police Department **Action:** Motion (pg. 46)
- 13. Change Order to 2017 WPC Landfill Contract with Hamm Quarry **Action:** Motion (pg. 54)
- 14. Consider Design Contract with TreanorHL-Riverfront Community Center Phase 4 Stone Replacement
Action: Motion (pg. 62)

First Consideration Ordinances:

- 15. First Consideration Charter Ordinance - Stormwater Program **Action:** Consensus (pg. 114)

Consent Agenda:

Claims for January 6, 2018 through January 19, 2018 in the amount of \$1,258,959.08; Net amount for Pay #2 effective January 19, 2018 in the amount of \$322,656.38 (Including Police & Fire Pension of \$11,572.36). **Action:** Motion

Other Items:

Adjourn: **Action:** Motion



CALL TO ORDER - The Governing Body met in regular session and the following commission members were present: Mayor Nancy D. Bauder, Mayor Pro-Tem Mark Preisinger, Commissioners Larry Dedeke, Myron J. (Mike) Griswold and Jermaine Wilson.

Others present: City Manager Paul Kramer, Assistant City Manager Taylour Tedder, WPC Superintendent Chuck Staples, Finance Director Ruby Maline, Fire Chief Gary Birch, IT Director Carol Charity, Code Enforcement Admin Assistant Michelle Baragary, Code Enforcement Officer Chris Mills, Public Works Director Mike McDonald, Deputy Public Works Director Mike Hooper, City Planner Julie Hurley, Public Information Officer Melissa Bower, City Attorney Tom Dawson, Deputy City Clerk Cary Collins and City Clerk Carla K. Williamson.

Mayor Bauder opened the meeting with the pledge of allegiance followed by silent meditation.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Dedeke moved to approve the minutes from the December 12, 2017 regular meeting as presented. Commissioner Preisinger seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

NEW BUSINESS:

Nominations:

Nominations for Mayor – January 9, 2018 to January 8, 2019 - Mayor Bauder called for nominations for Mayor.

Commissioner Dedeke moved to nominate Mayor Pro-Tem Preisinger as Mayor January 9, 2018 to January 8, 2019. Mayor Bauder seconded and was unanimously approved. The Mayor declared the motion carried 5-0.

Nominations for Mayor Pro-Tem - January 9, 2018 to January 8, 2019 - Mayor Preisinger called for nominations for Mayor Pro-tem.

Commissioner Bauder moved to nominate Commissioner Wilson to serve as Mayor Pro-tem. Commissioner Griswold seconded and was unanimously approved. The Mayor declared the motion carried 5-0.

Nominations for Financial Claims Reviewer - January 9, 2018 to January 8, 2019 – Mayor Preisinger called for nominations for Financial Claims Reviewer.

Mayor Preisinger moved to nominate Commissioner Griswold to be the Financial Claims Reviewer. Commissioner Bauder seconded and was unanimously approved. The Mayor declared the motion carried 5-0.

Citizen Participation:

Howard Kietzman 2013 High Street

- Problem with his boat
- Boat has been parked in side yard for 15 years
- Boat was parked out front for 4 years and cited many years ago
- City Inspector advised Mr. Kietzman on how a pad could be poured to be legal
- Pad was poured and boat has been on the pad for several years on the side yard
- In December was cited for code violation of where his boat was parked
- Requesting a variance or change to the City Code
- Would like to see inspectors have more flexibility

Mayor Preisinger asked City Manager Kramer to have staff bring this back to a study session for discussion.

City Manager Kramer stated that he would not recommend allowing individual variances.

Mayor Preisinger told Mr. Kietzman that the case will be on hold until the City Commission reviews this at a later date.

Amanda Reed 604 N. 2nd Lansing KS

- Addressed the City Commission regarding the property at 1214 Pottawatomie which is on the demolition list
- Ms. Reed came before the Commission during Public Comments on November 14, 2017
- Wanted to let the City Commission know that the property on the demolition list has been sold
- Deed has been transferred

City Manager Kramer stated that review of this property is scheduled for the January 23, 2018 City Commission meeting and will be heard at that time. All action of demolition by the City is on hold until the issue is heard by the City Commission at that time.

Jon Hall 3014 Shrine Park Road

- Would like to know what the City thinks of the County holding meetings on Tuesdays in conflict with City Commission meetings
- Does the City have a position

Mayor Preisinger said the County Commission meetings are evolving and the City is waiting to see where they go.

Agenda items change:

Mayor Preisinger moved item number 6 (**First Consideration Ordinance Special Use Permit 2115 Ridgeview Drive**) on the agenda to the next item as there were many citizens in the audience to hear this item.

First Consideration Ordinance Special Use Permit 2115 Ridgeview Drive – City Planner Julie Hurley presented for consideration a Special Use Permit for 2115 Ridgeview Drive for a Residential Home-Stay. The owner currently utilizes the property as a short term rental. Short term rentals and home-sharing sites such as Airbnb, requires a Special Use Permit in R1-9 zoning districts. The Planning Commission considered the request on December 4, 2017 during Pubic Hearing. The Planning Commission voted 5-0 to recommend denial of the Special Use Permit. A protest petition was submitted to the City Clerk’s Office. The petition has been evaluated by the City Attorney to be invalid. City Planner Julie Hurley reviewed the four elements that the Commission may use when considering the special use. This subdivision, The Oakwood Estates Homeowners Association, does have an HOA covenant that prohibits this type of use. The City cannot consider HOA covenants in their evaluation of a proposal, however, the HOA document is provided as it was submitted at the Planning Commission public hearing and is now considered a public record.

The City Commission discussed the issue and the number of neighbors in attendance in opposition to the Special Use permit. All members were in favor of not moving this forward to ordinance and supporting the Planning Commission's recommendation to deny.

Doug Waters Law office at 433 Shawnee

- Mr. Waters represents the Oakwood Estates Homeowners Association
- Asked for a show of hands of those who are in favor of the city commission not moving forward
- There were a large majority of the people present who raised their hands
- Police were called to a party involving minors, drugs and alcohol
- The owner of the property is aware of the HOA covenants

There was no one present to speak in favor of the SUP.

There was no consensus by the City Commission to move this forward – the proposed ordinance dies and the Special Use permit is denied.

Commissioner Dedeke said he was very dissatisfied with the police response on the incident that occurred at the property. Commissioner Dedeke would like to see an investigation on why the Police Department did nothing on such a severe crime.

General Items:

Public Hearing to Vacate Street – Linn Street at 2nd Street & Linn

Open Public Hearing:

Commissioner Dedeke moved to open the public hearing. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Staff and Public Comments:

Public Works Director Mike McDonald reviewed the application that was submitted by Blaine Weeks on behalf of Geiger Ready Mix Co., Inc. The request is to vacate a portion of Linn Street. Mr. McDonald gave a brief history of this section of town. There is no current plan to extend Linn Street in the location requested to be vacated. The topography is severe and would take considerable resources of the City to make a roadway for public travel. Staff would support the request as Geiger has been at this location since the mid-1950's and has invested millions of dollars in a new plant and other equipment. Staff sent notifications to all local utility companies. Westar Energy proposed that an easement and/or agreement be created with Geiger that allows them to continue using the Right-of-Way for Westar purposes.

Billy Daniels of Geiger Ready Mix addressed the Commission:

- No immediate plans
- Something they have been wanting to do
- Just cleaning up some loose ends
- They have been mowing and maintaining the property for many years
- Business is growing; this would give more room for trucks to turn around

Close Public Hearing:

Commissioner Bauder moved to close the public hearing. Commissioner Griswold seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

First Consideration Ordinance:

There was a consensus among the Commission to place on first consideration

Bids, Contracts and Agreements:

Consider Bids for Chemicals – Water Pollution Control – Public Works Director Mike McDonald presented for consideration the bids for chemicals for Water Pollution Control (WPC). Staff recommends approval of the low bids to the following vendors:

Bids were opened on January 3, 2018 and were as follows:

Bidder	Address (City/State)	Sodium Hypochlorite	Sodium Hydroxide	Hydrogen Peroxide	Ferrous Chloride	Polymer
NALCO	Naperville, IL					Acrylamide \$2.25 lb/ \$31,500.00
Atlantic Coast Polymers	Austin, TX					ACP-300 \$1.489 lb/ \$20,846.00
Fort Bend Services	Stafford, TX					FBS 480C \$1.56 lb/ \$18,720.00
PVS Technologies	Detroit, MI				\$0.92lbs/ \$28,520.00	
UNIVAR	Kent, WA	\$123.75 Per Drum / \$371.25 \$40.00 Deposit for drum	\$143.70 Per Drum/ \$287.50 \$40.00 Deposit for drum	\$175.00 Per Drum/ \$4,025.00		
Brenntag Mid-South, INC	Kansas City, MO	\$1.95 lb/ \$3,264.30	\$0.35 lb/ \$384.80	\$0.325 lb/ \$3,834.68		

Staff recommends the approval of the low bids as follows not to exceed \$55,000 in total.

Chemical	Cost	Vendor
Ferrous Chloride	\$0.92/lb. Fe	PVS Technologies
Hydrogen Peroxide	\$0.325/lb.	Brenntag Mid-South
Sodium Hypochlorite	\$2.25/gal	Univar USA
Sodium Hydroxide	\$2.44/lb.	Univar USA
Polymer	\$1.489/lb.	Atlantic Coast Polymers

Commissioner Bauder moved to approve the low bids for Chemical Bids not to exceed \$55,000. Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

First Consideration Ordinances:

First Consideration Ordinance Vacate Easement in Tract C, The Branches Addition 2 – Public Works Director Mike McDonald presented for consideration a request to vacate an easement. When the property was platted in 2010 the easement was to be owned and maintained by Larkin Homes, Inc. and intended to be used for landscaping, monuments, drainage, and public open space.

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

First Consideration Ordinance to Remove 225 Delaware from the Downtown Town Square Redevelopment District – Assistant City Manager Taylour Tedder reviewed the request from Clint Francis, of Bramlage Properties, LLC & Francis Paramount, Inc. to remove the property from the Redevelopment District. The property is the Landing 4 Theater and the developer plans to rehab and renovate the property to a five screen theater. If the Commission approves the removal from the Redevelopment District they will request placing it back into the Neighborhood Revitalization Area (NRA). A feasibility study of the original Hotel Project area was updated and the incremental property tax revenue will be available to pay the reimbursement costs to the City without this property in the Redevelopment District.

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

CONSENT AGENDA:

Mayor Preisinger moved to approve claims for December 9, 2017 through January 5, 2018 in the amount of \$3,617,753.87; Net amount for Pay #26 effective December 22, 2017 in the amount of \$330,622.96 (Including Police & Fire Pension of \$ 11,401.34) and Net amount of Pay 1 effective January 5, 2018 in the amount of \$312,516.25 (No Police & Fire Pension). Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Executive Session:

Executive Session - Consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship exception per K.S.A. 75-4319 (b) 2. (Eisenhower Rd Improvement Project)

Commissioner Bauder moved to recess into executive session pursuant to the consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship exception per K.S.A. 75-4319 (b) 2 to discuss the Eisenhower Road Improvement Project Three Party Agreement. The open meeting to resume in the City Commission Chambers at 8:25 by the clock in the City Commission Chambers. City Manager Paul Kramer and City Attorney Tom Dawson are requested to be present during the Executive Session. Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

The City Commission returned to open session at 8:25 p.m. with no action taken.

Executive Session - Consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship exception per K.S.A. 75-4319 (b) 2. (Leavenworth County Port Authority)

Commissioner Griswold moved to recess into executive session pursuant to the consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship exception per K.S.A. 75-4319 (b) 2 to discuss the operations of the Leavenworth County Port Authority. The open meeting to resume in the City Commission Chambers at 8:42 by the clock in the City Commission Chambers. City Manager Paul Kramer and City Attorney Tom Dawson are requested to be present during the Executive Session. Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

The City Commission returned to open session at 8:42 p.m. with no action taken.

Adjourn:

Commissioner Dedeker moved to adjourn the meeting. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried and the meeting adjourned.

Time Meeting Adjourned 8:42 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC



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

City Commission Special Meeting
Commission Chambers
Monday, January 8, 2018 4:00 p.m.

CALL TO ORDER - The Governing Body met in Special Session and the following commission members were present: Mayor Nancy D. Bauder, Mayor Pro-Tem Mark Preisinger, Commissioners Larry Dedeke, and newly elected Commissioners Myron J. (Mike) Griswold and Jermaine Wilson.

The Governing Body signed the consent for the special meeting, and proper notice was given.

Others present: City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Police Chief Pat Kitchens, Fire Chief Gary Birch, Finance Director Ruby Maline, Public Works Director Mike McDonald, City Planner Julie Hurley, Public Information Officer Melissa Bower, and City Clerk Carla K. Williamson.

Mayor Bauder called for a motion to open the Special Meeting. Commissioner Dedeke moved to open the Special Meeting. Commissioner Preisinger seconded the motion and was unanimously approved. The Mayor declared the motion carried and the meeting opened.

Oath of Office for City Commissioners – City Clerk Carla Williamson administered the Oath of Office to Commissioners Myron J. (Mike) Griswold, Mark Preisinger, and Jermaine Wilson.

ADJOURN:

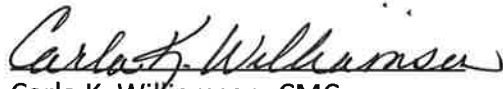
Commissioner Preisinger moved to adjourn the meeting. Commissioner Wilson seconded the motion and was unanimously approved. The Mayor declared the motion carried and the meeting adjourned.

Time Special Meeting Adjourned 4:04 p.m.
Minutes taken by City Clerk Carla K. Williamson, CMC

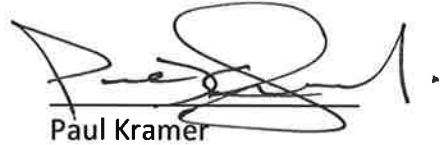
**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8066
VACATE A PORTION OF LINN STREET**

JANUARY 23, 2018

Prepared by:


Carla K. Williamson, CMC
City Clerk

Reviewed by:


Paul Kramer
City Manager

BACKGROUND:

At the January 9, 2018 meeting the City Commission discussed and placed on first consideration:

AN ORDINANCE VACATING A PART OF LINN STREET RUNNING BETWEEN LOT 10, BLOCK 5 AND LOT 9, BLOCK 4 OF FACKLER'S ADDITION, A SUBDIVISION IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, AMENDING APPENDIX B, ARTICLE I, STREET VACATIONS OF THE CITY OF LEAVENWORTH CODE OF ORDINANCES.

On the first consideration of this ordinance, Attachments A & B incorrectly listed the name of the street as Lynn Street. The attachments have been corrected by the surveyor to reflect the correct spelling as Linn Street.

ACTION:

Ordinance No. 8066 is now presented for second consideration and requires a roll call vote.

(Summary Published in the Leavenworth Times on January 26, 2018)

ORDINANCE NO. 8066

AN ORDINANCE VACATING A PART OF LINN STREET RUNNING BETWEEN LOT 10, BLOCK 5 AND LOT 9, BLOCK 4 OF FACKLER'S ADDITION, A SUBDIVISION IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, AMENDING APPENDIX B, ARTICLE I, STREET VACATIONS OF THE CITY OF LEAVENWORTH CODE OF ORDINANCES.

WHEREAS, a petition was filed with the City Clerk of the City of Leavenworth, Kansas for a vacation of a part of Linn Street running between lot 10, Block 5 and Lot 9, Block 4 of Fackler's Addition, a subdivision of land in the City of Leavenworth, Leavenworth County, Kansas; and

WHEREAS, the City Clerk of the City of Leavenworth, Kansas gave public notice of the same by publication in the official City newspaper stating that a petition has been filed in the office of the City Clerk praying for such vacation, describing the property fully and setting January 9, 2018 as the hearing date on which the petition shall be presented to the Governing Body of the City for hearing and that at such time and place all persons interested can appear and be heard under the petition; and

WHEREAS, the petition did proceed to hearing as published and no objections were filed with the City Clerk or received at the time of the hearing; and

WHEREAS, all utility companies were notified and agreed to such vacation with the stipulations noted in Section 2 by Westar Energy; and

WHEREAS, all the requirements of K.S.A. 12-504 *et seq* have been complied with; and

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

Section 1. a tract of land, being a part of the North Half and South Half of platted Linn Street being between Lot 10, Block 5 and Lot 9, Block 4 of Fackler's Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas, and more particularly being described as follows: Beginning at the Northwest Corner of said Lot 10; thence North to the Southwest Corner of said Lot 9, thence East along the South line of said Lot 9 to the Southeast Corner of said Lot 9; thence South to the Northeast Corner of said Lot 10; thence West along the North line of said Lot 10 to the Northwest Corner of said Lot 10, said point also being the Point of Beginning, containing 12,000.00 square feet more or less. (See attached Exhibits A & B).

Section 2. Westar Energy is permitted to leave its existing facilities in the corridor under prescriptive rights, and shall retain its right to access and maintain those facilities, and requires that standard clearance from those lines to any new buildings or structures be maintained.

Section 3. That this Ordinance shall take effect upon passage and publication as provided by law.

Passed by the Leavenworth City Commission on this 23rd day of January, 2018.

Mark Preisinger, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

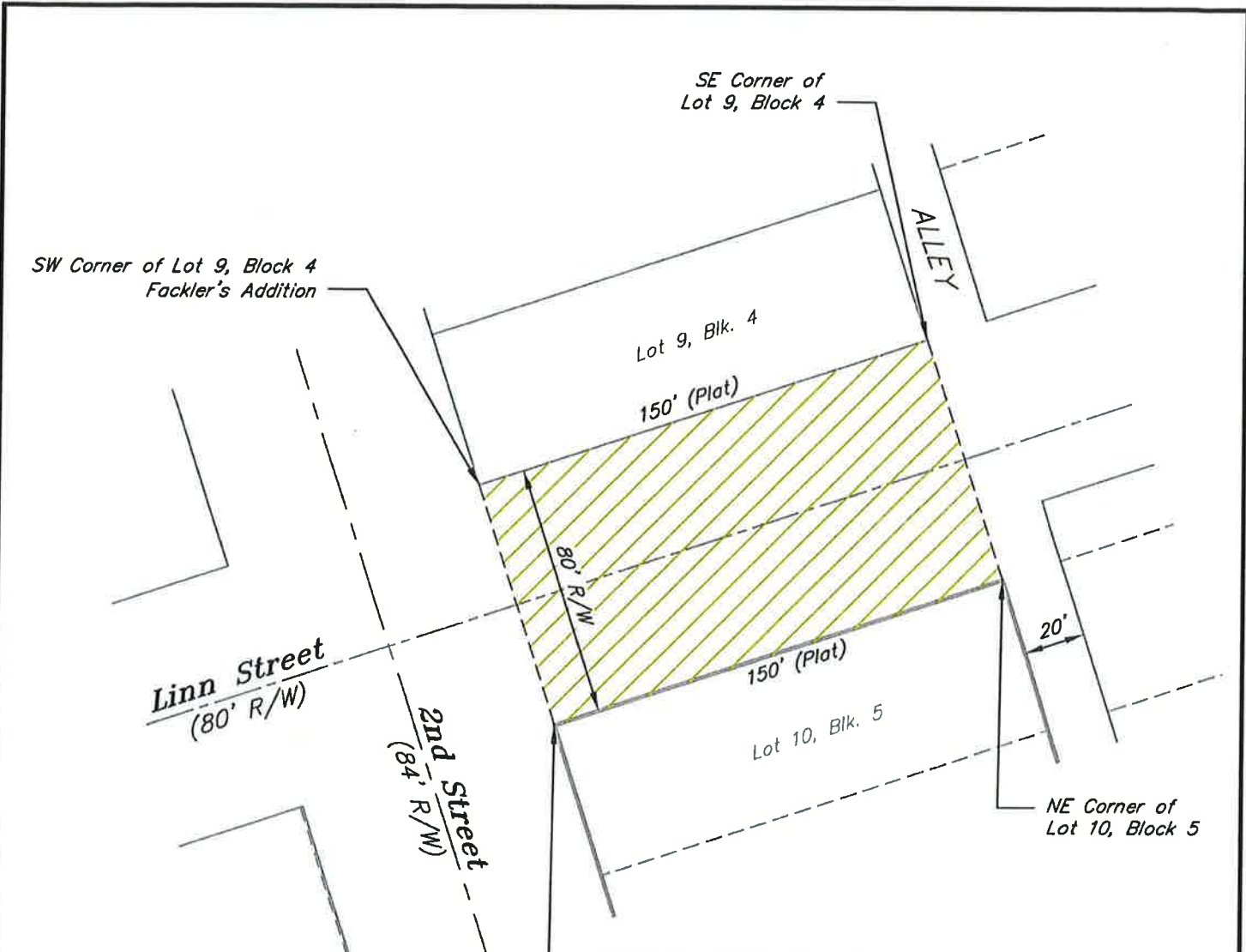
Exhibit A

LEGAL DESCRIPTION:

A tract of land, being a part of the North Half and South Half of platted Linn Street being between Lot 10, Block 5 and Lot 9, Block 4, Fackler's Addition, a subdivision in the City of Leavenworth, Leavenworth County, Kansas, and more particularly being described as follows:

Beginning at the Northwest Corner of said Lot 10; thence North to the Southwest Corner of said Lot 9, thence East along the South line of said Lot 9 to the Southeast Corner of said Lot 9; thence South to the Northeast Corner of said Lot 10; thence West along the North line of said Lot 10 to the Northwest Corner of said Lot 10, said point also being the Point of Beginning, containing 12,000.00 square feet more or less.





Point of Beginning
 NW Corner of Lot 10, Block 5
 Fackler's Addition



Right Of Way To Be Vacated
 (12,000.0 Sq. Ft.)

NOTE:
 THE PURPOSE OF THIS EXHIBIT IS ONLY FOR THE REPRESENTATION OF THE PROPOSED
 EASEMENTS SHOWN HEREON. THIS EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY.

0 50

 SCALE: 1" = 50'

Exhibit B

LINN ST. VACATION LEAVENWORTH, KS



McAFEE HENDERSON SOLUTIONS, INC.
 Civil Engineering + Land Surveying
 15700 College Blvd. Suite 202 Lenexa, KS 66219
 Ph: (913) 888-4647 Fax: (913) 390-9665

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8067
VACATE AN EASEMENT, TRACT C, BRANCHES ADDITION 2**

JANUARY 23, 2018

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

BACKGROUND:

At the January 9, 2018 meeting the City Commission discussed and placed on first consideration:

AN ORDINANCE VACATING CERTAIN EASEMENTS IN TRACT C, THE BRANCHES ADDITIONS NO. 2, A SUBDIVISION IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS; AMENDING APPENDIX B, ARTICLE III, EASEMENT VACATIONS OF THE CITY OF LEAVENWORTH CODE OF ORDINANCES.

There have been no changes to the proposed ordinance.

ACTION:

Ordinance No. 8067 is now presented for second consideration and requires a roll call vote.

(Summary Published in the Leavenworth Times on January 26, 2018)

ORDINANCE NO. 8067

AN ORDINANCE VACATING CERTAIN EASEMENTS IN TRACT C, THE BRANCHES ADDITIONS NO. 2, A SUBDIVISION IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS; AMENDING APPENDIX B, ARTICLE III, EASEMENT VACATIONS OF THE CITY OF LEAVENWORTH CODE OF ORDINANCES.

WHEREAS, a petition was filed with the City Clerk of the City of Leavenworth, Kansas for a vacation of certain city easements in tract C, The Branches Addition No. 2, a subdivision of land in the City of Leavenworth, Leavenworth County, Kansas; and

WHEREAS, on January 9, 2018 the petition was presented to the Governing Body for consideration.

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

Section 1. Vacation of all City Easements within All of tract C, The Branches Addition No. 2, A Subdivision of land in the City of Leavenworth, Leavenworth County, Kansas Containing 6,617 Square feet more or less, excluding Utility easement which shall remain in place. (See attached Exhibits A).

Section 2. That this Ordinance shall take effect upon passage and publication as provided by law.

Passed by the Leavenworth City Commission on this 23rd day of January, 2018.

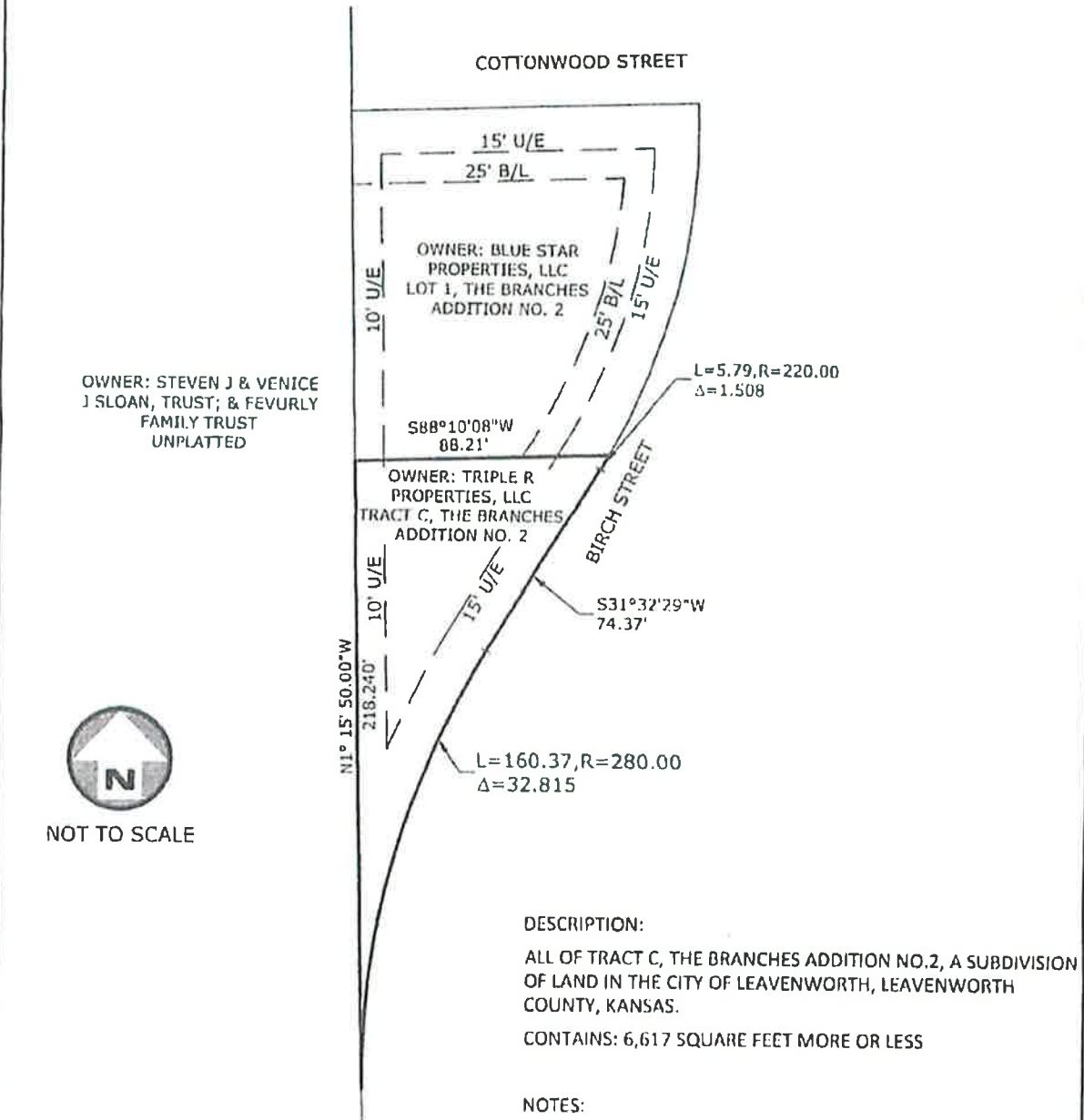
Mark Preisinger, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

EXHIBIT A

TRACT C, THE BRANCHES ADDITION NO.2



OWNER: STEVEN J & VENICE
J SLOAN, TRUST; & FEVURLY
FAMILY TRUST
UNPLATTED

OWNER: BLUE STAR
PROPERTIES, LLC
LOT 1, THE BRANCHES
ADDITION NO. 2

S88°10'08\"W
88.21'

OWNER: TRIPLE R
PROPERTIES, LLC
TRACT C, THE BRANCHES
ADDITION NO. 2

S31°32'29\"W
74.37'

L=160.37, R=280.00
Δ=32.815

L=5.79, R=220.00
Δ=1.508



NOT TO SCALE

DESCRIPTION:
ALL OF TRACT C, THE BRANCHES ADDITION NO.2, A SUBDIVISION
OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH
COUNTY, KANSAS.
CONTAINS: 6,617 SQUARE FEET MORE OR LESS

NOTES:
UTILITY EASEMENTS SHOWN ON THIS EXHIBIT TO REMAIN IN
PLACE

This is to certify on this 22ND DAY OF NOVEMBER
2017 this field survey was completed on the
ground by me or under my direct supervision.

[Handwritten signature]
12/12/17

SIGNED:
ROGER B. DILL L.S. 1408

EXHIBIT A
TRIPLE R PROPERTIES, LLC TRACT C, THE BRANCHES ADDITION NO.2
ATLAS SURVEYORS, LLC. <i>Taking care of your needs</i>
207 South 5th Street | Leavenworth, Kansas 66048 | 913.882.8600 | 913.882.8600 (F)

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8068
REMOVING 225 DELAWARE STREET FROM
THE DOWNTOWN TOWN SQUARE REDEVELOPMENT DISTRICT**

JANUARY 23, 2018

Prepared by:


Carla K. Williamson, CMC
City Clerk

Reviewed by:


Paul Kramer
City Manager

BACKGROUND:

At the January 9, 2018 meeting the City Commission discussed and placed on first consideration:

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF LEAVENWORTH,
KANSAS MAKING FINDINGS AND REMOVING CERTAIN PROPERTY FROM THE
DOWNTOWN TOWN SQUARE REDEVELOPMENT DISTRICT PURSUANT TO K.S.A.
12-1770 ET SEQ., AND AMENDMENTS THERETO.

There have been no changes to the proposed ordinance.

ACTION:

Ordinance No. 8068 is now presented for second consideration and requires a roll call vote.

(Published in the Leavenworth Times on January 26, 2018)

ORDINANCE NO. 8068

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS MAKING FINDINGS AND REMOVING CERTAIN PROPERTY FROM THE DOWNTOWN TOWN SQUARE REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO.

WHEREAS, pursuant to the provisions of K.S.A. 12-1770 et seq., as amended (the "Act"), the City of Leavenworth, Kansas (the "City") is authorized to establish redevelopment districts within a defined area of the City which is an "eligible area" as said term is defined in the Act; and

WHEREAS, pursuant to the Act and Ordinance No. 7879 adopted on July 26, 2011, the governing body established a redevelopment district in the City (the "Redevelopment District") consisting of a 12 square block area located in the City, bounded on the North by the North right of way of Seneca Street, bounded on the East by the Westerly Bank of the Missouri River, bounded on the South by the Southerly right of way of Choctaw Street and bounded on the West by the Westerly right of way of Fourth Street (U.S. Highway 73) to include all street and alley rights of way along with all property lying within Blocks 1-4, 17-24 and 43-46 of Leavenworth City Proper;

WHEREAS, pursuant to the Act and Ordinance No. 7965 adopted on March 17, 2015, the governing body approved a hotel project redevelopment plan (the "Hotel Project Plan") for the Redevelopment District;

WHEREAS, pursuant to Ordinance No. 8044 adopted on July 11, 2017, which itself amended Ordinance No. 8035, the City removed certain real property from the Redevelopment District;

WHEREAS, pursuant to the Act the City desires to remove certain additional property from the Redevelopment District and has prepared a feasibility study (the "Feasibility Study") that shows that the tax increment revenue from the resulting Redevelopment District is expected to be sufficient to pay the redevelopment project costs under the Hotel Project Plan; and

WHEREAS, the City desires to remove the property legally described on Exhibit A and shown on Exhibit B from the Redevelopment District.

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

Section 1. The Governing Body hereby finds that the Feasibility Study presented to the Governing Body satisfies the provisions of K.S.A. 12-1771(i) of the Act.

Section 2. The Governing Body hereby removes the property legally described on Exhibit A from the Redevelopment District.

Section 3. The City Clerk is directed to give notice to the Leavenworth County Clerk and Appraiser to revise the base year assessed valuation of the Redevelopment District in accordance with the Act.

Section 4. This Ordinance shall take effect and be in force from and after its passage by the Governing Body, and its publication once in the official City newspaper.

PASSED AND APPROVED by the City Commission of the City of Leavenworth, Kansas, on January 23, 2018.

Mark Preisinger, Mayor

SEAL

ATTEST:

Carla Williamson, City Clerk

APPROVED AS TO LEGAL FORM:

Thomas Dawson, City Attorney

EXHIBIT A

Parcel Tax ID	Full Legal Description	Address
052-077-25-0-34-11-004.00	Lots seventeen (17) through twenty-one (21), Block twenty-two (22), Leavenworth City Proper, in the City of Leavenworth, Leavenworth County, Kansas	225 Delaware Street, Leavenworth, Kansas 66048

EXHIBIT B



**POLICY REPORT
REQUEST A WAIVER FOR A TRANSIENT MERCHANT PERMIT
MILITARY COLLECTORS SHOW
RIVERFRONT COMMUNITY CENTER**

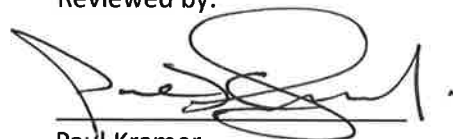
JANUARY 23, 2018

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

BACKGROUND:

An application was received in the Office of the City Clerk for the February 17, 2018 Military Collectors Show at the Riverfront Community Center. This Collectors Show has been at various locations in Leavenworth for the past 21 years and at the Riverfront Community Center for the past 11 years. The show will be held from 9:00 a.m. to 4:00 p.m. The show typically has 40-50 vendors from the local area and as far away as Omaha and St. Louis. Admission is by donation and vendors do sell their items. All vendors have a Kansas Retail Tax number or the event coordinator will provide the vendors with a tax form to complete and return to the Kansas Department of Revenue.

The City of Leavenworth Code of Ordinances Chapter 78, Peddlers and Solicitors Sec. 78-3 States:

- In no case may a transient merchant license be issued for use in or on a city owned property including rights-of-way, parks or open spaces or the **community center**. The governing body of the city may grant in specific cases a waiver of this prohibition.

The City of Leavenworth Codes of Ordinances Chapter 78, Peddlers and Solicitors Sec. 78-1 Definitions, defines a transient merchant as:

- *Transient merchant, itinerant merchant or itinerant vendor* are defined as any person, whether as owner, agent, consignee or employee, whether a resident of the city or not, who engages in a temporary business of selling and delivering goods, wares and merchandise within such city, and who, in furtherance of such purpose, hires, leases, uses or occupies any building, structure, motor vehicle, or public room in hotels, lodging houses, apartments, shops or any street, alley or other place within the city, for the exhibition and sale of such goods, wares and merchandise, either privately or at public auction. Such definition shall not be construed to include any person who, while occupying such temporary location, does not sell from stock, but exhibits samples only for the purpose of securing orders for future delivery only. The person so engaged shall not be relieved from complying with the provisions of this chapter merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of, or in the name of any local dealer, trader, merchant or auctioneer. A transient merchant is not a person who has a permanent business presence in Leavenworth and conducts sales or activities similar as described herein on a temporary basis.

The City of Leavenworth Codes of Ordinances Appendix F, Schedule of Fees:

CITY OF LEAVENWORTH, KANSAS

- A Transient Merchant, Itinerant Merchant or Itinerant Vendor Permit fee is \$50.00 per day. The permit is not to exceed 5 days; and no more than two licenses may be issued during a calendar year.

If the City Commission should grant the waiver all applicable fees would still apply, the waiver just allows the sale to be held on city property, specifically the Community Center which is prohibited by ordinance.

Due to the recent passing of Jerry Brown, the Applicant and long-time coordinator of this event, his son Trevor Brown will be present to answer any questions about the event. The family's desire is to continue Jerry's legacy of the show for many years to come.

CITY COMMISSION ACTION:

Grant a waiver of a Transient Merchants Permit for use of the Community Center for the Military Collectors Show on February 17, 2018;

Or

Deny the request for a Transient Merchant Permit

January 23, 2018
City Commission Meeting



City of Leavenworth
100 N. 5th Street
Leavenworth, KS 66048
913-682-9201 Fax: 913-651-7143
www.lvks.org

TRANSIENT MERCHANT
 PEDDLER/SOLICITOR
APPLICATION

Date: 4 January 2018

Per Day \$50.00 **Per Week \$250.00 – Peddler/Solicitor Only**

The undersigned hereby makes application for a Transient Merchant & Peddler Permit in the City of Leavenworth, Kansas under the provisions of the Code of Ordinances, Chapter 78 (Peddlers and Transient Merchants).

Applicant Name: Jerold E. Brown

Applicant Address: 103 Meadow Lane City: Leansing State: ks Zip: 66043

Phone: 913-727-1409 E-mail: Jerold.E.Brown.civ@mail.mil

Location Address: River Front Community Center Date/Dates - From: 17 FEB 18 To: 17 FEB 18
9-4

Representing Company: _____

Company Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Brief description of the nature of the business and goods to be sold: Annual Militaria Show

Have you ever been convicted of any crime involving moral turpitude or any felony charges: Yes No

Transient Merchant Only – Location or Building _____

Vehicle to be used – Make: _____ Model: _____ Color: _____ Vehicle License #: _____ State: _____

By signing I agree to comply with the City of Leavenworth Code of Ordinances, Rules, or Regulations pertaining to Transient Merchants and Peddler /Solicitors that govern the license.

Applicant's Signature: Jerold E Brown

Date: 4 January 2018

FOR OFFICE USE ONLY

Transient Merchant (SOL/SOL3) Peddler/Solicitor Per Day (SOL/SOL1) Peddler/Solicitor Per Week (SOL/SOL2)
 Copy of Kansas Sales Tax Certificate Copy of Driver's License Sample of Hand Out

Transient Merchant & Peddler/Solicitor Permit # _____ Print Permit

Business License Acct. #: _____ Bill #: _____

Date: _____ City Clerk's Office Staff Received by: _____

POLICY REPORT

2018 Cereal Malt Beverage License Leavenworth Main Street Program Events At Haymarket Square

January 23, 2018

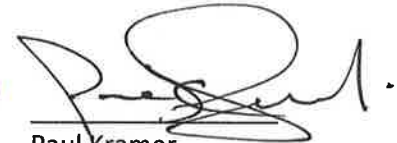
Prepared by:


Beverly Wilson
Receivable/License Coordinator

Reviewed by:


Carla K. Williamson, CMC
City Clerk

Reviewed by:


Paul Kramer
City Manager

ISSUE:

Request approval of 2018 Cereal Malt Beverage License.

BACKGROUND:

This license will cover all Main Street events for 2018 held at Haymarket Square.

The application has been approved by the Police Department and Sanitation Department for the following applicant:

Leavenworth Main Street Program Inc.

Haymarket Square

On Premises

ACTION:

Motion to approve the 2018 on premises Cereal Malt Beverage License for Leavenworth Main Street Program at Haymarket Square.

**POLICY REPORT
WAIVER OF THE DISTANCE REQUIREMENT
FOR TEMPORARY LIQUOR PERMITS AT
ST. JOSEPH CHURCH & IMMACULATE CONCEPTION CHURCH**

January 23, 2018

Prepared by:

Reviewed by:

Reviewed by:



Cary L. Collins
Deputy City Clerk



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

Issue:

The issue before the City Commission is to consider a waiver of the code requirement that prohibits alcoholic liquor from being sold or served from a location within three hundred (300) feet of any church, school, nursing home, library or hospital; to allow the following temporary liquor permits to be issued for use at:

- Immaculate Conception Church, located at 711 N. 5th St on Sunday, March 11, 2018 for the St. Patrick's Corned Beef and Cabbage Dinner
- St. Joseph Church, located at 306 N. Broadway St on Saturday, June 2, 2018 for the Annual Germanfest Dinner and Dance

The City of Leavenworth Code of Ordinances, Chapter 10, Article III, Section 10-83 (b) allows the governing body to grant such a waiver, if they find that the proximity of the establishment is not adverse to the public welfare or safety.

Background:

On behalf of the churches, Leo Fink, Manager, will make application for temporary liquor permits to be used at Immaculate Conception Church and St Joseph Church for their annual fund raising events.

Action:

Approve or deny request to waive the 300 foot requirement from any church, school, nursing home, library or hospital.

Attachments:

Letter dated January 10, 2018 from Nancy Elmer with Immaculate Conception – St. Joseph Parish, requesting the waiver.

IMMACULATE CONCEPTION-ST. JOSEPH PARISH
SERVED BY THE ORDER OF CARMELITES
747 Osage Street
Leavenworth, KS 66048

Office (913) 682-3953

Fax (913) 682-5599

January 10, 2018

City of Leavenworth
City Hall/5th & Shawnee
Leavenworth KS 66048

Beverly Wilson,

I am writing to request that the City of Leavenworth grant Immaculate Conception-St Joseph Parish waivers for the 300 foot requirements in order to receive temporary liquor permits.

I request waivers for the following events in 2018:

Sunday, March 11	St Patrick's Corned Beef & Cabbage Dinner At Immaculate Conception Church, 711 N. 5 th St
Saturday, June 2	Annual Germanfest Dinner & Dance at St Joseph Church, 306 N. Broadway

Leo Fink of our Parish, will appear before the City Commission to answer any questions. Thank you for your assistance in this matter.

Sincerely,



Nancy Elmer
Bookkeeper

City of Leavenworth
City Clerk's Office

JAN 10 2018

Received by Cary L. Collins
@ 2:50pm


POLICY REPORT

Review of Properties on Demolition List 2608 S. 4th Street & 1214 Pottawatomie

JANUARY 23, 2018



Prepared By:
Julie Hurley,
City Planner



Reviewed By:
Paul Kramer,
City Manager

DISCUSSION

On October 10, 2017, the City Commission passed Resolution B-2179 finding 8 structures, including the properties located at 2608 S. 4th Street and 1214 Pottawatomie, to be in an unsafe or dangerous condition and directing the structures be repaired or removed. The resolution directed the owners of such structure to commence repair or removal within 10 days from the date of the publication of the resolution.

At the October 10, 2017 meeting, Roger Eagle informed the Commission of his intent to purchase and rehabilitate the property located at 2608 S. 4th Street. The Commission granted 90 days to complete the purchase and begin repairs. Since that time, the property has been purchased by Mr. Eagle and permits to replace the roof and reconnect gas service have been obtained.

At the regular City Commission meeting on November 14, 2017, Amanda Reed appeared on behalf of her husband, the owner of 1214 Pottawatomie, and indicated their intent to sell the property for rehabilitation. The Commission granted the owners until January 23, 2018 to have the property sold and a signed remediation agreement in place. At the January 9, 2018 City Commission meeting, Ms. Reed spoke during the public comment period of the meeting indicating that a buyer for the property had been found and asked that the property be removed from the demolition list in order to complete the sale. She was directed to return to the January 23, 2018 Commission meeting with her buyer so that the Commission could take action on the request.

RECOMMENDED ACTION

- Remove properties located at 2608 S. 4th Street & 1214 Pottawatomie from demolition list.
- Grant extension to properties located at 2608 S. 4th Street & 1214 Pottawatomie for further repair and review.

would like to see some work and effort to repair the property, building permits, estimates of repairs and proof of funding. Commission will review the first regular meeting after 30 days.

10. A one-story wood frame house and any accessory structures on the property located at 2608 S 4th Street, legally described as Lot 5 and the North 13 feet of Lot 6, Block 4, Halsey Heights, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 1010104010013000.

- a. City Planner Julie Hurley stated that the owner has indicated intent to repair; no permits have been pulled no work has begun. There is another party interested in purchasing the property and he is present to discuss the property with the City Commission.
- b. Owner not present.
- c. Rodger Eagle 12512 Blue Grass Lane addressed the Commission. Mr. Eagle stated that the owner has financial difficulty and he has made an offer to the owner to purchase the property and the bank (Country Club Bank) has accepted it. They are working toward a contract to purchase the property. He is unable to pull any permits until the house is in his name. Would like 90 days to complete the purchase of the property and begin repairs.
- d. Mayor and Commissioners discussed the issue and agreed to give Mr. Eagle 90 days to complete the purchase and begin repairs. The Commission will review after 90 days.

Close Public Hearing:

Commissioner Dedeke moved to close the public hearing. Commissioner Preisinger seconded the motion and was unanimously approved. The Mayor then declared the motion carried.

Consider Resolution B-2179 Demolition or Repair of Unsafe & Dangerous Structures

Commissioner Weakley moved to approve Resolution B-2179 to Demolish or Repair Dangerous Structures with the changes recommended by staff. Commissioner Preisinger seconded the motion and was unanimously approved. The Mayor then declared the motion carried.

Resolutions:

Resolution B-2178 Leavenworth Main Street Alive After Five; Alcoholic Beverage – City Clerk Carla Williamson presented for consideration a Resolution to allow serving complimentary (free) alcoholic beverage to the general public during Main Street Alive After Five events January 1, 2018 – December 31, 2018. The City Commission has approved such a resolution for the past two years.

Commissioner Preisinger moved to approve Resolution B-2178 for Alive after Five Main Street Event. Commissioner Raney seconded the motion and was unanimously approved. The Mayor then declared the motion carried.

Bids, Contracts and Agreements:

Consider Contract with Black & Veatch for Wastewater Rate Study – Public Works Director Mike McDonald presented for consideration a contact with Black & Veatch for a Wastewater Rate Study. The last study was approximately 20 years ago. The basic rate study is expected to cost \$51,520.00.

Anna White with Black & Veatch addressed the Commission and discussed the study. They will look at the revenue the facility should be generating and how much it is actually generating. After reviewing the data the City will have a 5 year rate plan.

Commissioner Dedeke moved to approve the contract with Black & Veatch in the amount of \$51,520.00. Commissioner Preisinger seconded the motion and was unanimously approved. The Mayor then declared the motion carried.



APR/28/2017
KANSAS
LEAVENWORTH

- Benjamin Heath, Police Officer
- James Watson, Police Officer
- Harold(Albert) Wilcox, Solid Waste Collector
- Clay Seber, Solid Waste Collector
- Leticia Robinett, Police Officer
- Ryon Karpierz, WPC Operator I
- Jeremy Mitchell, Solid Waste Collector
- Christopher Mills, Zoning & Code Administrator

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Preisinger moved to approve the minutes from the October 24, 2017 regular meeting as presented. Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

NEW BUSINESS:

Citizen Participation:

Amanda Reed 604 N. 2nd Lansing KS

- Ms. Reed addressed the City Commission on behalf of her husband regarding 1214 Pottawatomie Street
- The house was put on the demolition list by the Commission by Resolution B-2179
- Ms. Reed's Mother-in-law passed away last year in a car accident
- Cleaning out her car and found a transfer of death deed
- The death certificate was filed last week with the register of deeds to transfer the property
- They were unaware the property was on the demolition list
- Have been speaking to realtors to sell to investors
- Would like to find a buyer for the property and see the house fixed up

City Planner Julie Hurley:

- Would need roof replaced, replace siding, replace doors and windows
- Interior is in better shape than expected
- Could be salvageable
- Notifications were mailed to the deceased Mother-in-law, Mary Manthe and the notice came back undeliverable; demolition notice was posted on the door of the property
- Asbestos survey has been done but the bid for the demolitions has not gone out yet
- Utilities have been disconnected but unsure if the sewer has been capped

Commissioner Preisinger

- Discussed the process and the possibility of finding a buyer
- Would be willing to remove from the demolition list if the family is willing to put in the work to repair
- Cannot in good conscious take it off the list in hopes that someone buys and repairs

There was a general discussion by the Commission regarding the property. The Commission asked if they could make a decision on the request. City Attorney Tom Dawson advised the Commission that the items would be addressed by the Commission with a majority in favor of taking action.

There was a discussion regarding the demolition lien on the property and City Special Assessments in the amount of approximately \$1,300.00 for four mowings done by the City in 2017 and some challenges that a potential new buyer may have in acquiring the property.

Commissioner Preisinger moved to keep property at 1214 Pottawatomie on the demolition list and extend the demo suspense date to January 23, 2018 and property must be sold and have a remediation agreement in place prior to January 23, 2018. Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Timothy Drabick – 1234 Limit Street

- Mr. Drabick addressed the City Commission regarding the number of dogs allowed by City Ordinance
- Animal Control and Chief Kitchens recommended that he address the Commission
- Has been recommended for a PTSD service dog
- He was under the understanding that working dogs were not considered pets
- City ordinance only allows 4 dogs
- Will be difficult for the family to pick a dog to get rid of to allow the fifth dog
- Asking for an amendment to the ordinance to not allow working dogs as a pet
- Asking on behalf of everyone with a disability to allow an exemption

Mayor Bauder

- Explained that the ordinance is based on the size of the lots
- Limit on the number of animals in the City

Commissioner Preisinger

- Explained that the ordinance states dogs not pets
- 4 is the limit that has been set for the City
- Asked when Mr. Drabick is going to obtain his service dog

Commissioner Weakley

- The Commission did not take into account service dogs when the ordinance was originally written
- Would be willing to put something into the ordinance for exceptions for disability dogs
- Understands the regulation of asking about service dogs

City Manager Kramer

- Stated that the City must be careful in writing some type of ordinance that defines or put in anything about a service dog
- The City would not be allowed to ask about a service dog or proof of service and certifications of such dogs
- Making an exemption for service dogs would require the City to define a service dog and the City cannot and is not allowed to define a service dog
- City Manager Kramer stated that Cities have the right to require registration of an animal but not cannot require anyone to register a "service animal"

City Attorney Tom Dawson

Feels that service dogs are exempt from any ordinance in any city in the country under ADA rules. City Manager Kramer clarified that service dogs are exempt from any registration as a "service dog" and the city cannot require anyone to register a "service dog" but Cities can require registration, licensing and vaccination of the animal and that is a right of a city.

Chief Kitchens

- The ordinances has a provision of 5 or more dogs for a residential kennel permit



03/27/2017 13:50



PROPERTY REMEDIATION AGREEMENT

Owner: Kristina Russell
 Site Address: 1214 Pottawatomie Street
 Leavenworth, KS 66048

The owner(s) of the property located at 1214 Pottawatomie Street recognize that the property is in violation of the City’s Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	April 23, 2018	Roof – replace entire roof.
2)	April 23, 2018	Siding – replace all exterior walls and sidings. Soffits & eaves – replace all soffits & eaves.
3)	April 23, 2018	Windows & doors – repair/replace all windows.
4)	April 23, 2018	Paint – remove ALL peeling paint and repaint.
	April 23, 2018	Remove ALL dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

I (Print the Owner’s Name) _____ agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Notary Area

Signature

Date

**RESOLUTION SETTING HEARING DATE FOR UNSAFE STRUCTURE
850 SHERMAN AVENUE**

JANUARY 23, 2018

Prepared by:



Harold D. Burdette,
Chief Building Inspector

Reviewed by:



Michael G. McDonald
Director of Public Works

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider a resolution setting March 13, 2018 as the date of a public hearing regarding a property containing an unsafe or dangerous structure in the City of Leavenworth.

BACKGROUND:

This structure was damaged by fire on November 5, 2017. Staff has been in contact with the owner and the owner intends to demolish the structure.

When structures are damaged by fire or other causes and the damage is severe enough that the settlement from the insurance company exceeds 75% of the face value of the policy covering the structure, the insurance company is required to draft a payment to the City of Leavenworth for 15% of the settlement. This money is to be used to either remove the structure if the owner decides not to repair it, or be returned to the property owner once repairs are completed and the structure is ready for occupancy. The City has received money in regards to this property.

The Chief Building Inspector recommends that proceedings under the provisions of K.S.A. 12-1750, et seq. should be commenced. Approval of this resolution setting the date of the public hearing is the first step in the process. This action will ensure that the City retains control over the proceeds from the fire insurance to assist with efforts to maintain the site.

Pursuant to the provisions of K.S.A. 12-1750, et seq., a public hearing is required to determine if the structure should be demolished or if the owners will commit to making improvements within a time frame acceptable to the City Commission. To establish the hearing date and to begin the legal service of notice process, the City Commission has to establish the hearing date by which assignees and owners must be notified. The legal rights are vested in the hearing and the City Commission should refrain from taking any testimony at this time in order to protect their legal rights in the process.

At the public hearing, the Commission will receive testimony for and against ordering the demolition of the structure. At the conclusion of the March 13, 2018 public hearing, the City Commission findings are adopted by resolution.

RECOMMENDATION: Motion to adopt Resolution No. B-2186 setting March 13, 2018 as the date for the public hearing regarding the unsafe structure located at 850 Sherman Avenue.

ATTACHMENT:

Resolution No. B-2186

(To Be Published in the Leavenworth Times on January 30, 2018 and February 6, 2018)

RESOLUTION B-2186

A RESOLUTION OF THE CITY OF LEAVENWORTH, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING AT WHICH TIME AND PLACE THE OWNER, HIS AGENT, LIEN HOLDERS OF RECORD, AND OCCUPANTS OF THE STRUCTURE HEREIN DESCRIBED MAY APPEAR TO SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS UNSAFE OR DANGEROUS STRUCTURE.

WHEREAS, pursuant to K.S.A 12-1750 *et seq.*, as amended, the enforcing officer of the City of Leavenworth, Kansas, did on the 23rd day of January, 2018, file with the governing body of said city a statement in writing that the structure hereinafter described is dangerous and hazardous and should be ordered by the governing body to be demolished or repaired; and

WHEREAS, on November 5, 2017 the hereinafter described structure was damaged by fire; and

WHEREAS, the City of Leavenworth is acting under Ordinance No. 8000, passed and approved by the Governing Body on July 12, 2016.

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

1. That a Public Hearing shall be held on the 13th day of March, 2018, before the Governing Body of the City of Leavenworth, Kansas, at 7:00 p.m. at the City Commission Room, 100 N 5th Street, Leavenworth, Kansas, at which time the owners, their agents, heirs, any lien holders of record and other persons affected by certain structures herein described may appear and show cause why such structure should or should not be condemned as a dangerous or hazardous structure and ordered repaired or demolished.

2. The structure is described as: A multi-family structure located at **850 Sherman Avenue**. The property is legally described as East part of Block 13, CENTRAL SUBDIVISION, City of Leavenworth, Leavenworth County, Kansas described as: Beginning at the Northeast corner of Block 13; thence west along the south line of Cherokee Street 69 Feet; thence South to the North line of Cherokee Street 69 feet; thence South to the North line of LeCompton Avenue; thence East to the Southeast corner of Block 13; thence North to the point of beginning. PARCEL ID NO. 0773501014001000.

3. The City Clerk and/or Chief Building Inspector are hereby authorized and directed to provide for the notice of the public hearing by taking the following action:

- a. A copy of this resolution shall be mailed by certified mail within three days after its first publication to each such owner, agent, lienholder and occupant at the last known address and shall be marked "deliver to addressee only."
- b. This resolution shall be published for two consecutive weeks; once on January 30, 2018 and once on February 6, 2018.

4. This Resolution shall be effective upon its adoption by the City Commission of the City of Leavenworth, Kansas.

ADOPTED by the City Commission of the City of Leavenworth, Kansas on January 23, 2018.

Mark Preisinger, Mayor

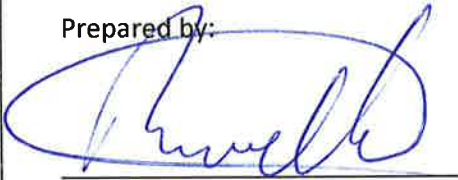
SEAL

ATTEST:

Carla K. Williamson CMC, City Clerk

Policy Report No. 1-2018
Replacement SWAT Vehicle
January 23, 2018

Prepared by:



Patrick R. Kitchens, Chief of Police

Approved by:



Paul Kramer, City Manager

ISSUE:

The Police Department is requesting approval to purchase 1 (one) SWAT vehicle from LDV Custom Specialty Vehicles in the amount of \$126,063.00.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

The Leavenworth Police Department operates a 15 (fifteen) person part-time Special Weapons and Tactical Team (SWAT) with an overarching mission of saving lives. Some of the specific incidents that are dealt with by the SWAT team include, but are not limited to, high-risk drug seizures, hostage situations, barricaded gunmen, and dignitary protections.

Our SWAT team is part of a 100 person regional tactical team known as the Kansas City Metropolitan Disaster Tactical Response Team (KCMDTRT). We participate with SWAT teams from Kansas City, Missouri and Independence, Missouri as well as Kansas agencies, including Kansas City, KS, Lenexa, Shawnee, Olathe, and Overland Park. The primary mission of the KCMDTRT is to train for and respond to terrorist incidents within the I-435 loop. These incidents include chemical, radiological, biological, or WMD events.

The Leavenworth Police Department SWAT team trains 8 hours per month for all operations. They are required to train an additional 32 hours per year that is specifically related to the regional group.

On average the Police Department is activated 5 times per year. The most recent was a domestic violence incident with hostages. I fully anticipate their activity to significantly increase with the new investigators assigned to drug cases.

The existing SWAT vehicle was purchased in 2000 using drug forfeiture funds. In the last several years we have experienced significant mechanical issues mostly associated with the box mounted on the

chassis. It simply cannot accommodate all of the new equipment we've acquired along with the SWAT team members. This vehicle has reached the end of its useful lifecycle.

The new vehicle will be much more suited to our needs and allow for significantly lower response times during violent dangerous encounters and regional responses.

Police Department staff prepared specifications and sought bids from three different companies for the SWAT vehicle and received the following bids:

LDV - \$126,063.00

Summit Truck Group - \$136,570.00

Summit Bodyworks - \$195,830.00

BUDGET IMPACT:

There are two different sources that will fund the SWAT Vehicle replacement. The City Commission allocated \$50,000.00 in the 2017 CIP and \$50,000.00 in the 2018 CIP totaling \$100,000.00. The remaining \$26,063.00 balance will be paid for with drug seizure funds.

COMMISSION ACTION:

Approve the purchase of the SWAT replacement vehicle from LDV in the amount of \$126,063.00.



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

**LEAVENWORTH POLICE DEPARTMENT (KS)
SWAT VEHICLE**

LDV MODEL # S28SWT-10

DATE

~~September 13, 2017~~

~~November 9, 2017~~

January 16, 2018



CUSTOM SPECIALTY VEHICLES

180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

GSA PRICING PAGE:

Total commercial price per unit as specified, FOB Origin	\$133,129.00
Discount amount	-\$9,580.00
GSA discounted price for 1 unit as specified	\$123,549.00
Industrial Funding Fee (IFF)	\$934.00
GSA discounted price for 1 unit as specified with IFF	\$124,483.00
Delivery charge to Leavenworth, KS (OPEN MARKET ITEM)	\$1,580.00

Total price per unit	\$126,063.00
-----------------------------	---------------------

Delivery terms: Ask your Sales Representative

Payment Terms: Net 30

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.

GSA pricing is not in effect until models are approved for the LDV schedule. Please consult a Sales Specialist before submitting an order to purchase.

This proposal may contain open market items as identified herein. Open market items are allowed under circumstances set forth in FAR 8.402(f).

Prepared For:
City of Leavenworth, KS
Sean Goecke
100 N. 5th Street
Leavenworth, KS 66048-
(913)682 - 9201
Reference ID: N/A

Presented By:
Summit Truck Group
Howard J Gentry
7700 N.E. 38th Street
Kansas City MO 64161 -
(816)455-1833

Model Profile
2018 4300 SBA 4X2 (MA025)

APPLICATION:	Dry Van
MISSION:	Requested GVWR: 25500. Calc. GVWR: 25500 Calc. Start / Grade Ability: 36.43% / 2.78% @ 55 MPH Calc. Geared Speed: 81.6 MPH
DIMENSION:	Wheelbase: 205.00, CA: 137.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, with 33,000-lb GVW and GCW Max
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Navistar Select} I-Beam Type, 8,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S140} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends Gear Ratio: 5.29
CAB:	Conventional
TIRE, FRONT:	(2) 255/70R22.5 Load Range H HSR2 SA (CONTINENTAL), 565 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 255/70R22.5 Load Range H HDR (CONTINENTAL), 565 rev/mile, 81 MPH, Drive
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 18,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GA Location 1: 9219, Winter White (Std) Chassis schematic N/A

(US DOLLAR)

Description

Price

Net Sales Price:

\$136,570.00

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

Complete unit, Truck + Body by
Supreme



Leavenworth Police Department Rapid Deployment Vehicle

Customer: Leavenworth PD
Address: 601 S. Third Street Br
Leavenworth, Kansas 66048
Contact: Sean Goecke

Date: November 20, 2017
Submitted by: Karl Kirschstein
Email: karl.kirschstein@summitbodyworks.com
Phone: 303-701-6497

☐ \$195,830 Delivered Ford F59 Morgan Olson 18' Body 6.8L 3V SOHC EFI Triton V10
19,500 GVWR 178" Wheelbase

TRAINING - 6-8 Hour training INCLUDED
Graphics - \$5000 Graphics Allowance included

TERMS AND CONDITIONS:

1. Proposal is valid for 90 days.
2. Proposal does not include local fees or registration of vehicle.
3. See Terms and Conditions page for full description

****Note: Term modification may be submitted for review****

CUSTOMER ACCEPTANCE:

Name: _____

Signature: _____

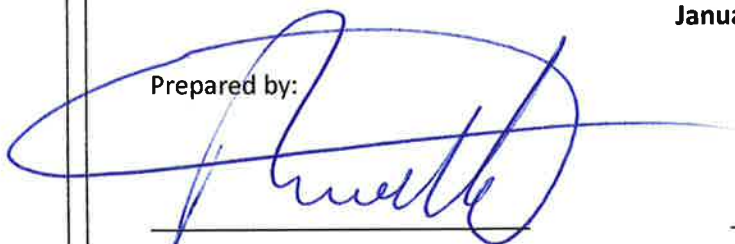
Title: _____

Date: _____

Summit Bodyworks Specialty Vehicles

Policy Report No. 2-2018
Sole Source Purchase of Laser Scanner
January 23, 2018

Prepared by:



Patrick R. Kitchens, Chief of Police

Approved by:



Paul Kramer, City Manager

ISSUE:

The Police Department is requesting approval to purchase 1 (one) 3D HW LS Focus 70 Laser Scanner from FARO Technologies, Inc. for \$44,548.23.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

On a routine basis the Leavenworth Police Department conducts criminal investigations that involve significant crime scenes as well as serious injury and fatality traffic accident scenes. Each of these investigations requires that we capture an accurate representation of the scene which is critical for successful prosecutions.

Currently, that is done manually with the use of tape measures, rulers, and rollo tapes. Very often there can be hundreds of pieces of evidence that need to be identified and captured which can take hours. The investigator takes that information and recreates it in a very basic software package. This technology would allow that process to be completed more accurately with laser measurements and in far less time.

BUDGET IMPACT:

The City Commission authorized \$45,000.00 in the 2018 CIP budget for this acquisition. This item is being requested as a sole source request because of the very specific nature of the technology and several other law enforcement agencies in our region have it and are involved in a user group. Additionally, this technology will allow the incorporation of our drone(s) to further enhance the information we collect.

COMMISSION ACTION:

Approve the sole source purchase of 1 (one) 3D HW LS Focus 70 Laser Scanner from FARO Technologies, Inc. for \$44,548.23.




FARO Technologies Inc
 250 Technology Park
 Lake Mary FL 32746-7115
 Phone No: (877)672-6789
 Fax No: (407)562-5095
 Email: Joshua.Massie@faro.com

Remit to:
 FARO Technologies, Inc.
 P.O. Box 116908
 Atlanta, GA 30368-6908


Quotation No: 20157086
 Quote Date: 12/13/2017
 Expiration Date: 01/31/2018
 Regional Manager: Dennis Sweet
 Account Manager: Melvin Clay Lawson
 Sales Support: Joshua Massie
 Ship: Ground
 Payment Terms: Net due in 30 days
 with approved credit
 Delivery Terms: EXW Origin
 Delivery Date: 2-10 Weeks

Bill To :
 Leavenworth Police Dept
 501 N 5th St
 Attn: Accounts Payable
 Leavenworth KS 66048-1919
 US

Ship To :
 Leavenworth Police Dept
 Ralph Sorrell
 601 S 3rd St
 Leavenworth KS 66048-2868
 US

Qty	Item No.	Description	Unit Price	Ext. Price
1	LS-8-M-70	 <p>3D_HW_LS_FocusM 70 Laser Scanner FocusM 70 ships with: 1x FocusM 70, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, IP rating 54, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x rugged transport case, calibration certificate, 1 year manufacturer guarantee and a quick start guide. Please notice: the lead-time may take up to 10 weeks or more after receipt of written order.</p>	21,047.18	21,047.18
1	SOFTS0302	<p>3D_SW_SC_SCENE SCENE software is designed for viewing, administration and working on, of extensive 3D scan points. It allows the user to manipulate raw 3D scan points and acquire with analysis functions initial point cloud data comprehension. Complete workspace creation and manipulation tool. Contains all functionality of FARO Scout plus functions required for scan placement.</p>	5,431.43	5,431.43

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Ext. Price
1	SOFTS0369	<p>3D_SW_SC_SCENE Dongle</p> <p>Hard lock (USB Dongle) for one SCENE single user license. SCENE licenses purchased separately.</p>	172.28	172.28
				
1	ACCSS8001	<p>3D_AC_LS_FocusS Battery Power Block</p> <p>Power Block battery for FARO Focus S and Scan Localizer</p>	525.92	525.92
1	ACCSS8007	<p>3D_AC_LS_FARO Carbon Fiber Tripod</p> <p>Super lightweight, highly stable, low-vibration carbon fiber tripod, with 4 layers of carbon fibre. Tested in extreme environments for perfect performance and increased durability. Max. height: 1620mm, Max. height extended: 1950mm, Min. height:420mm, Closed length:715mm, Weight: 2.2Kg, Max. payload: 14Kg, incl. tripod, tripod bag</p>	671.00	671.00
1	SOFT-FZ-3DA-01	<p>FARO Zone 3D Advanced</p> <p>Advanced version of FARO Zone 3D used to create 2D and 3D scene diagrams and animations, perform crash and crime scene analysis, and create impressive, courtroom presentations. Open diagrams created with other FARO Forensics software. Import point clouds captured by drones and Laser Scanners and directly open SCENE software projects. Includes one (1) year of maintenance with product updates and upgrades (as available) and top tier technical support. Digital download.</p>	7,249.46	7,249.46

Qty	Item No.	Description	Unit Price	Ext. Price
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Additional travel and lodging fees may be required for travel outside the US and Canada.#	8,300.00	8,300.00
1	SMA-SC-1Y	3D_MA_SC_SCENE Maintenance_1Y_STAND Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: one (1) year. Scope of service according to the conditions of the SCENE maintenance contract.	897.68	897.68
1	ACCSS6073	3D_AC_LS_Backpack Case Carrying System Backpack transportation system for durable cases. Specially developed professional backpack can be used with weatherproof case in order to facilitate the carrying of heavy loads and to make a long and difficult journey more comfortable	172.28	172.28
1	ACCSS6071	3D_AC_LS_Backpack CF Tripod Bag The tripod bag straps across top of backpack so that the tripod can easily be carried with the backpack.	50.00	50.00

Order Total:	44,517.23
Shipping Total:	31.00
Total In USD:	44,548.23

Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO 17025 for FARO USB FaroArms and Bluetooth Gage, and Laser Trackers (when B89 or Standard Calibration for Vantage is requested). If another calibration standard is required please discuss with your Customer Service representative.

FARO USB FaroArms and Bluetooth Gage are certified using calibration procedures developed in accordance with ASME B89.4.22.

FARO Laser Trackers are certified following FARO internal procedures developed in accordance with ISO9001:2008. The ASME B89.4.19 System Calibration (Part #: 960-02589) is an additional calibration process to our FARO Standard Calibration (Part #: ACC-00). The tracker must be put through our standard calibration first before an ASME B89.4.19 System Calibration.

FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different default decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified.

GSA QUOTE

Pricing, terms and conditions per GSA contract GS07F197GA.
Expiration of contract 9/27/2022.

GSA STANDARD TERMS AND CONDITIONS OF SALE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
FSC GROUP: 66 FSC CLASSES

SPECIAL ITEM NUMBER 627-1007 # Scientific Equipment and Services

FARO TECHNOLOGIES, INC

Faro Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
www.faro.com

Contract Number: __GS07F197GA

Period Covered by Contract: __9/28/2017 # 9/27/2022__

General Services Administration
Federal Acquisition Service
Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage System. Agencies can browse GSA Advantage by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

INFORMATION FOR ORDERING ACTIVITIES

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
 The Geographic Scope of Contract will be overseas delivery only.
 The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Lockbox Address
Faro Technologies, Inc.
PO Box 116908
Atlanta, GA

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card. Wire transfer information can be obtained from the local sales representative or the accounting department.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 15: Data Universal Numbering System (DUNS) Number: __61-730-8929
Block 30: Type of Contractor # C

- A. Small Disadvantaged Business
B. Other Small Business
C. Large Business
G. Other Nonprofit Organization
L. Foreign Contractor

Block 31: Woman-Owned Small Business - YES
Block 36: Contractor's Taxpayer Identification Number (TIN):

19-0296514

4a. CAGE Code: __OVGY2

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:
SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)
627-1007 30-45 ___ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance
b. Quantity none
c. Dollar Volume none
d. Government Educational Institutions Same
e. Other none

8. TRADE AGREEMENTS ACT OF 1979, as amended:

9. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.00.
10. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 627-1007 #New Equipment

11. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

12. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

13. GSA ADVANTAGE1

GSA Advantage1 is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage1 will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage1 by accessing the Internet World Wide Web utilizing a browser (ex.: Net Scape). The Internet address is <http://www.gsadvantage.gov>

14. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

15. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT OFFERED

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

17. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

18. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 52.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

19. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____
No _____

The EIT standard can be found at: www.Section508.gov/.

20. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order #

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

21. SOFTWARE INTEROPERABILITY.
Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

22. ADVANCE PAYMENTS
A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF Scientific Equipment and Services (SPECIAL ITEM NUMBER 627-1007)

1. MATERIAL AND WORKMANSHIP
All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER
Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT
FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

SELF INSTALLATION

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY
a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty Coverage
The limited warranty covers defects in materials and workmanship in our customers' brand products or other products sold by FARO to the customer. All products sold by FARO will include a one year standard warranty under this contract. This warranty can be extended via purchasing additional warranty coverage while in the warranty period.
b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:


FARO Arm and FARO Gage: 125 Technology Park, Lake Mary, FL 32746
FARO Laser Tracker and Focus 3D Scanner: 290 National Rd, Exton, PA 19341


7. PURCHASE PRICE FOR ORDERED EQUIPMENT
The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

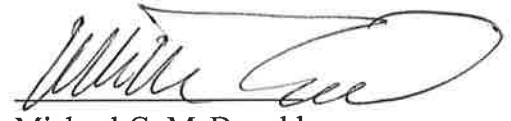
8. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

POLICY REPORT WPC NO. 1.16

**Approval of Change Order – Water Pollution Control Division for Landfill Services
January 23, 2018**

Prepared by: 
Chuck Staples
WPC Superintendent

Reviewed by: 
Paul Kramer
City Manager


Michael G. McDonald
Public Works Director

ISSUE:

Approval of change order contract for landfill services for dewatered sludge for the year 2017

BACKGROUND:

The City of Leavenworth disposes of sludge from the wastewater plant by hauling it to a landfill. Bids are taken to determine the lowest cost of disposal. The volume for disposal is estimated based on a review of past years' volume of sludge. The volume estimated for disposal in 2017 was 3,890 tons at a cost of \$18 per ton at Hamm's Quarry near Lawrence.

Tons of sludge hauled are shown below:

Year	Tonnage	Type
2012	3,461	Actual
2013	3,853	Actual
2014	3,634	Actual
2015	4,194	Actual
2016	3,851	Actual
2017	3,890	Estimated
2017	4,315.31	Actual

The City had a PO for approximately 3,890 tons (\$70,000). At the end of the year based on actual tonnage delivered to the landfill, charges for light loads relating to preventing sludge from freezing into the bed of the truck, and misc. charges related to disposal it is necessary to adjust the total amount up by \$8,923.76 for a \$78,923.76 total amount.

Staff has reviewed processes and procedures to determine why there is eleven percent more sludge than anticipated. Overall flows into the wastewater plant are slightly reduced between 2017 and 2016 which may be related to less rainfall in 2017 and results of the inflow and infiltration reduction (I/I) effort.

Average Daily Flow – Millions of Gallons per Day (MGD)

2016 4.76 MGD

2017 4.24 MGD

Annual Rainfall – City Hall

2016 40.30 inches

2017 35.18 inches

Other treatment plant processes show increases between 2016 and 2017. There is no known specific circumstance that can explain these increases, especially with a decrease average daily flow.

- Biochemical Oxygen Demand (BOD) is up 8%
- Total Suspended Solids (TSS) is up 27%

RECOMMENDATION:

The Staff recommends the City Commission approve the change order for the 2017 contract to Hamm's Landfill for the disposal of dewatered sludge.

OPTIONS/ALTERNATIVES: The City is currently in the process of bidding Landfill services. The bid opening for Landfill Services will be January 25, 2018 at 2:30 pm at City Hall.

Change Order Request

Requesting Department: WPC

Accounting: 40520-6205

Vendor: Hamm Quarry

PO Number: 20170027

Original PO amount: \$70,000.00

Requested Revised PO amount: \$78,923.76


Reason for requesting a revision to the original PO amount: The increase of Biological Oxygen Demand from 2016 to 2017 was 8%. The increase in total suspended solid from 2016 to 2017 was 27%. These increases attributed to the increase of sludge hauled from the Treatment Plant to Hamm Quarry.

Is this change order request associated with a capital project? :

If so, describe the nature of the change to the project: _____

Requested by:

Approved by:



Department Director or Division Superintendent
1-9-2018



Finance Director or City Manager

Date:

Date:

1-9-18

1-9-18



INVOICE

Invoice:	171249
Date:	11/25/17
Customer:	100936
PO:	20170027-00
Order:	17-0233
Project:	
Location:	N. Lawrence Landfill
	1 of 2

CITY OF LEAVENWORTH-WASTE WATER
 Charlie Klingler
 100 N 5TH
 Leavenworth, KS 66048

Remit To:
 Hamm Inc
 PO Box 16813
 Wichita, KS 67216
 785-597-5111

Ticket	Date	Product	Units	UM	Unit Price	Material Total	Freight Total	Tax Code	Tax	Total
954536	11/01/17	Sludge	10.98	TON	18.00	197.64	0.00	04	0.00	197.64
954704	11/02/17	Sludge	10.76	TON	18.00	193.68	0.00	04	0.00	193.68
954749	11/02/17	Sludge	11.07	TON	18.00	199.26	0.00	04	0.00	199.26
954841	11/03/17	Sludge	10.80	TON	18.00	194.40	0.00	04	0.00	194.40
955056	11/06/17	Sludge	9.40	TON	18.00	169.20	0.00	04	0.00	169.20
955154	11/07/17	Sludge	9.95	TON	18.00	179.10	0.00	04	0.00	179.10
955188	11/07/17	Sludge	11.21	TON	18.00	201.78	0.00	04	0.00	201.78
955297	11/08/17	Sludge	11.07	TON	18.00	199.26	0.00	04	0.00	199.26
955375	11/08/17	Sludge	10.05	TON	18.00	180.90	0.00	04	0.00	180.90
955474	11/09/17	Sludge	9.66	TON	18.00	173.88	0.00	04	0.00	173.88
955529	11/09/17	Sludge	9.61	TON	18.00	172.98	0.00	04	0.00	172.98
955794	11/13/17	Sludge	9.95	TON	18.00	179.10	0.00	04	0.00	179.10
955858	11/13/17	Sludge	9.31	TON	18.00	167.58	0.00	04	0.00	167.58
955950	11/14/17	Sludge	9.57	TON	18.00	172.26	0.00	04	0.00	172.26
956013	11/14/17	Sludge	9.71	TON	18.00	174.78	0.00	04	0.00	174.78
956070	11/15/17	Sludge	9.03	TON	18.00	162.54	0.00	04	0.00	162.54
956168	11/15/17	Sludge	9.43	TON	18.00	169.74	0.00	04	0.00	169.74
956541	11/20/17	Sludge	10.42	TON	18.00	187.56	0.00	04	0.00	187.56
956594	11/20/17	Sludge	10.68	TON	18.00	192.24	0.00	04	0.00	192.24
956679	11/21/17	Sludge	9.81	TON	18.00	176.58	0.00	04	0.00	176.58
956738	11/21/17	Sludge	10.03	TON	18.00	180.54	0.00	04	0.00	180.54
956809	11/22/17	Sludge	9.55	TON	18.00	171.90	0.00	04	0.00	171.90
956867	11/22/17	Sludge	10.29	TON	18.00	185.22	0.00	04	0.00	185.22
956955	11/24/17	Sludge	10.04	TON	18.00	180.72	0.00	04	0.00	180.72
Subtotal: Sludge			242.38			4,362.84	0.00		0.00	4,362.84
Totals:			242.38			\$4,362.84	0.00		\$0.00	\$4,362.84



INVOICE

Invoice:	171249
Date:	11/25/17
Customer:	100936
PO:	20170027-00
Order:	17-0233
Project:	
Location:	N. Lawrence Landfill 2 of 2

CITY OF LEAVENWORTH-WASTE WATER
 Charlie Klingler
 100 N 5TH
 Leavenworth, KS 66048

Remit To:
 Hamm Inc
 PO Box 16813
 Wichita, KS 67216
 785-597-5111

Ticket	Date	Product	Units UM	Unit Price	Material Total	Freight Total	Tax Code	Tax	Total
--------	------	---------	----------	------------	----------------	---------------	----------	-----	-------

TOTAL DUE: \$4,362.84

Terms: Net 30 days. Past due amounts may be subject to finance charge.



INVOICE

Invoice:	171718
Date:	11/30/17
Customer:	100936
PO:	20170027-00
Order:	17-0233
Project:	
Location:	N. Lawrence Landfill 1 of 1

CITY OF LEAVENWORTH-WASTE WATER
 Charlie Klingler
 100 N 5TH
 Leavenworth, KS 66048

Remit To:
 Hamm Inc
 PO Box 16813
 Wichita, KS 67216
 785-597-5111

Ticket	Date	Product	Units UM	Unit Price	Material Total	Freight Total	Tax Code	Tax	Total
957181	11/27/17	Sludge	10.75 TON	18.00	193.50	0.00	04	0.00	193.50
957283	11/28/17	Sludge	9.71 TON	18.00	174.78	0.00	04	0.00	174.78
957352	11/28/17	Sludge	10.03 TON	18.00	180.54	0.00	04	0.00	180.54
957439	11/29/17	Sludge	9.19 TON	18.00	165.42	0.00	04	0.00	165.42
957518	11/29/17	Sludge	9.54 TON	18.00	171.72	0.00	04	0.00	171.72
957586	11/30/17	Sludge	8.90 TON	18.00	160.20	0.00	04	0.00	160.20
957629	11/30/17	Sludge	9.97 TON	18.00	179.46	0.00	04	0.00	179.46
957682	11/30/17	Sludge	10.63 TON	18.00	191.34	0.00	04	0.00	191.34
Subtotal: Sludge			78.72		1,416.96	0.00		0.00	1,416.96
Totals :			78.72		\$1,416.96	0.00		\$0.00	\$1,416.96

TOTAL DUE: \$1,416.96

Terms: Net 30 days. Past due amounts may be subject to finance charge.



INVOICE

Invoice:	174541
Date:	12/30/17
Customer:	100936
PO:	20170027-00
Order:	17-0233
Project:	
Location:	N. Lawrence Landfill
	1 of 2

CITY OF LEAVENWORTH-WASTE WATER
 Charlie Klingler
 100 N 5TH
 Leavenworth, KS 66048

Remit To:
 Hamm Inc
 PO Box 16813
 Wichita, KS 67216
 785-597-5111

Ticket	Date	Product	Units UM	Unit Price	Material Total	Freight Total	Tax Code	Tax	Total
957969	12/04/17	Sludge	8.77 TON	18.00	157.86	0.00	04	0.00	157.86
958058	12/05/17	Sludge	9.89 TON	18.00	178.02	0.00	04	0.00	178.02
958112	12/05/17	Sludge	9.01 TON	18.00	162.18	0.00	04	0.00	162.18
958209	12/06/17	Sludge	10.57 TON	18.00	190.26	0.00	04	0.00	190.26
958277	12/06/17	Sludge	8.93 TON	18.00	160.74	0.00	04	0.00	160.74
958503	12/08/17	Sludge	9.19 TON	18.00	165.42	0.00	04	0.00	165.42
958848	12/12/17	Sludge	10.59 TON	18.00	190.62	0.00	04	0.00	190.62
958918	12/13/17	Sludge	10.52 TON	18.00	189.36	0.00	04	0.00	189.36
959128	12/14/17	Sludge	9.65 TON	18.00	173.70	0.00	04	0.00	173.70
959184	12/15/17	Sludge	10.60 TON	18.00	190.80	0.00	04	0.00	190.80
959234	12/15/17	Sludge	9.62 TON	18.00	173.16	0.00	04	0.00	173.16
959351	12/18/17	Sludge	10.61 TON	18.00	190.98	0.00	04	0.00	190.98
959518	12/19/17	Sludge	9.57 TON	18.00	172.26	0.00	04	0.00	172.26
959574	12/19/17	Sludge	9.41 TON	18.00	169.38	0.00	04	0.00	169.38
959657	12/20/17	Sludge	9.49 TON	18.00	170.82	0.00	04	0.00	170.82
959721	12/20/17	Sludge	9.33 TON	18.00	167.94	0.00	04	0.00	167.94
959833	12/21/17	Sludge	9.66 TON	18.00	173.88	0.00	04	0.00	173.88
959887	12/22/17	Sludge	10.02 TON	18.00	180.36	0.00	04	0.00	180.36
960086	12/26/17	Sludge	8.86 TON	18.00	159.48	0.00	04	0.00	159.48
960168	12/27/17	Sludge	9.53 TON	18.00	171.54	0.00	04	0.00	171.54
960221	12/27/17	Sludge	7.52 TON	18.00	150.00	0.00	04	0.00	150.00
960277	12/28/17	Sludge	9.24 TON	18.00	166.32	0.00	04	0.00	166.32
960304	12/28/17	Sludge	7.07 TON	18.00	150.00	0.00	04	0.00	150.00
960388	12/29/17	Sludge	9.06 TON	18.00	163.08	0.00	04	0.00	163.08
960438	12/29/17	Sludge	7.15 TON	18.00	150.00	0.00	04	0.00	150.00
Subtotal: Sludge			233.86		4,268.16	0.00		0.00	4,268.16
Totals :			233.86		\$4,268.16	0.00		\$0.00	\$4,268.16

INVOICE



Invoice:	174541
Date:	12/30/17
Customer:	100936
PO:	20170027-00
Order:	17-0233
Project:	
Location:	N. Lawrence Landfill 2 of 2

CITY OF LEAVENWORTH-WASTE WATER
Charlie Klingler
100 N 5TH
Leavenworth, KS 66048

Remit To:
Hamm Inc
PO Box 16813
Wichita, KS 67216
785-597-5111

Ticket	Date	Product	Units UM	Unit Price	Material Total	Freight Total	Tax Code	Tax	Total
--------	------	---------	----------	------------	----------------	---------------	----------	-----	-------

TOTAL DUE: \$4,268.16

Terms: Net 30 days. Past due amounts may be subject to finance charge.

POLICY REPORT PWD NO. 18-07

CONSIDER APPROVAL OF DESIGN CONTRACT
WITH TREANORHL FOR THE RFCC PHASE 4 STONE REPLACEMENT PROJECT

City Project No. 2017-875
KDOT Project No. 52-N-0676-01

January 23, 2018

Prepared by:


Michael G. McDonald, P.E.,
Director of Public Works

Reviewed by:


Paul Kramer,
City Manager

ISSUE:

Consider approval of design contract with TreanorHL for the RFCC Phase 4 Stone Replacement Project.

BACKGROUND:

In 2008, the exterior stone in the walls of the Riverfront Community Center were found to be extensively deteriorated. In early 2009, the City applied for and received a grant from KDOT through their "Transportation Enhancement" program. The grant was a shared 80% KDOT and 20% City for construction and inspection with the City responsible for all design costs.

On April 12, 2011, after an extensive "Qualifications Based Selection" (QBS) process, the City awarded a design contract to Treanor Architects for the design of the RFCC Stone Replacement Project. Plans were completed to include a base bid and alternates 1, 2, 3, and 4. The project was bid in late 2013 and a construction contract was awarded to Performance Contracting Inc. in the amount of \$1,241,450. The construction contract included all of the work in the base bid, alternates 1, 2, and 3. That work was completed at the end of 2015.

The work remaining in Alternate No. 4 is the subject of this policy report, and will complete the structural repair needs of the building. It consists generally of:

- Repairs to the north wall of the original building
- Repairs to the south wall of the original building
- Repairs to all of the horizontal stone (including window sills)

In March 2016 the Mid-America Regional Council (MARC), in conjunction with KDOT, sent out a call for projects under the "Transportation Improvement Program". The City submitted the grant application and was awarded \$500,000 to be used for the RFCC Phase 4 Stone Replacement Project. The estimated project cost follows:

Base Design & Inspection Services	\$60,000
Historic Tax Credit Paperwork	\$6,300
Civil Engineering Services – unknown at this time – separate contract	
Special Inspection Services – unknown at this time – separate contract	
Construction	<u>\$1,125,000</u>
	\$1,191,300

The grant funds will be available to the City in the 2019 funding year. Staff has identified \$380,000 in the 2019 and 2020 CIPs for use in the project. Staff anticipates receiving approximately \$250,000 (25%) in historic tax credits for the project.

Treanor Architects provided exceptional services to the City on the prior project in the design and inspection phases and provides a wealth of knowledge and experience for projects of this type to include:

- Other historic depot projects
 - Missouri Pacific Depot Eldorado, KS
 - Great Overland Station Topeka, KS
 - Santa Fe Depot Osage City, KS

- Extensive work in stonework repair and replacement methods
 - Kansas State Capital Building
 - Missouri State Capital Building
 - Fort Leavenworth Clock Tower

- Excellent record working with the Kansas State Historical Office
- Extensive experience with the Historic Tax Credit process
- Current knowledge and experience with contractors involved in this type of work

The design work is expected to be completed by October 2018 and will have a revised estimated construction cost as well as identifying any other costs for the project.

RECOMMENDATION:

Staff recommends the Commission approve the agreement for design engineering services with TreanorHL for the RFCC Phase 4 Stone Replacement Project in an amount not to exceed \$66,300.00.

ATTACHMENTS:

- TreanorHL Scope/Design Contract
- KDOT Project Programming Request
- Phase 4 Schematic
- Photos – Phase 4 work

TREANORHL

January 11, 2018

Mike Hooper
Deputy Director of Public Works
City of Leavenworth
100 North 5th Street
Leavenworth, KS 66048

RE: Riverfront Community Center Stone Replacement – Phase 4
Project No.: HP18.001.00P
Owner Project No.: 2017-875
KDOT Project No.: 52 N 0676-01

Dear Mr. Hooper,

As requested, we are submitting a proposal to provide services for bidding the remaining stone restoration and related repair work at the Riverfront Community Center. The repairs for the remaining phase were designed as part of the prior project.

TreanorHL (formerly Treanor Architects) and our consultant Bob D. Campbell will provide professional services to re-bid the Alternate 4 portions of the work. Alternate 4 will be bid under one contract, without additional break out of the work or alternates. We will also provide services during bidding and negotiation as well as during construction.

We have included an optional additional service fee to aid with Part 2 and Part 3 State Historic Tax Credit Application process. Portions of the work paid for with a Mid-America Regional Council / KDOT grant would not be eligible for the tax credit. However, the City may wish to use the tax credit to offset the cost of the matching funds.

Please review this proposal and if you should have any questions concerning the fee amounts, schedule, and task descriptions or require additional information that is not addressed in this proposal, please contact us at your earliest convenience.

BASE SCOPE OF SERVICES

- Abbreviated Construction Documents Phase: Modify drawings and project manual dated October 25th, 2013
 - Digitally remove or strike through content that is not applicable to the Work in alternate 4.
 - Rewrite/edit Divisions 00 and 01 to reflect the Work.
 - Attend one review meeting with City Staff and one with SHPO staff. (2 total)
- KDOT Submission
 - Prepare submission (including above outlined revisions)
 - Respond to KDOT questions
 - Review, coordinate and integrate KDOT required language and documents.
- Bidding and Negotiation Phase:



- Prepare and request for qualifications and evaluate pre-qualification statements for masonry contractors.
- Issue bid documents
- Attend pre-bid meeting and prepare meeting notes
- Respond to technical questions and prepare Addenda as necessary.
- Attend bid opening and assist in evaluating bids.
- Construction Administration Phase:
 - Submittal review
 - Pay application review
 - RFI responses
 - Attending progress meetings
 - Includes a maximum of 18 site visits by Architect and 4 site visits by Structural Engineer

FEE PROPOSAL FOR BASE SERVICES

Architectural/Engineering Services:	\$ 60,000
TOTAL BASE FEE AMOUNT:	\$ 60,000

No additional charges for mileage or travel will be requested or required.

Costs associated with providing access equipment and operator is not included.

No MEP or Civil engineering services have been included.

FEE PROPOSAL FOR ADDITIONAL SERVICES – KANSAS STATE HISTORIC TAX CREDITS

This would include preparation of the Part 2 tax credit application and a review meeting with the State of Kansas as well as assistance in preparation of the Part 3. KDOR forms required for Part 3 would be the responsibility of the City of Leavenworth.

TOTAL ADDITIONAL SERVICE FEE AMOUNT:	\$ 6,300
--------------------------------------	----------

TOTAL PROPOSAL FOR BASE AND ADDITIONAL SERVICES **\$ 66,300**

PROPOSED SCHEDULE

We will work with the City of Leavenworth to establish an appropriate schedule to modify the documents, coordinate necessary reviews and have the project bid for construction in 2019. The following are project milestones we will coordinate with the City and various review authorities:

1. KDOT Review
2. SHPO Review / State Tax Credit Review
3. Pre-Qualification submittals (October 2018)
4. Bid Date (November 2018)
5. Construction Start and Finish (early spring 2019 to early fall 2019)



If you have any questions or require a clarification, please contact Julia.

Sincerely,



Julia Mathias Manglitz AIA
ASSOCIATE PRINCIPAL

719 SW Van Buren Street, Suite 200
Topeka, KS 66603

jmanglitz@treanorhl.com

- c 785.331.9169
- o 785.235.0012
- d 785.350.6506



K. Vance Kelley AIA
PRINCIPAL

vkelly@treanorhl.com

- c 785.221.3748
- o 785.235.0012
- d 785.350.6504

Enclosures:

AIA B101-2007 Standard Form of Agreement Between Owner and Architect
AIA B205-2017 Standard Form of Architect's Services





AIA[®]

Document B205™ – 2017

Standard Form of Architect's Services: Historic Preservation

for the following **PROJECT**:

(Name and location or address)

Riverfront Community Center (Historic Union Depot)
123 S Esplanade
Leavenworth, KS 66048

THE OWNER:

(Name, legal status and address)

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

THE ARCHITECT:

(Name, legal status and address)

TreanorHL, P.A. 719 SW Van Buren Street, Suite 200
Topeka, KS 66603

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the twenty-third day of January in the year two thousand eighteen.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 HISTORIC PRESERVATION SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION
- 6 SPECIAL TERMS AND CONDITIONS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article

1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's Historic Preservation Goals or objectives:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be attached as an exhibit to AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

AIA Document B205™ – 2017. Copyright © 2004, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:30:41 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

(3B9ADA24)

Init.

J

(List below the Owner's specific historic preservation goals or objectives for the Project such as historic preservation designations, sustainability objectives, tax incentives, zoning classifications, or grants; and any associated deadlines.)

§ 1.1.2 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Refer to B101

- .2 Construction commencement date:

Refer to B101

- .3 Substantial Completion date or dates:

Refer to B101

- .4 Other milestone dates:

Refer to B101

§ 1.1.3 The Architect shall retain the following consultants:
(List name, discipline, address, and other information.)

§ 1.1.4 Other Initial Information on which the Architect's services are based:
(List below other information that will affect the Architect's performance, such as details of the Project's program, the Owner's contractors and consultants, the Owner's budget for the Project, authorized representatives, or anticipated procurement method.)

Refer to B101 and Exhibit A

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

ARTICLE 2 HISTORIC PRESERVATION SERVICES

§ 2.1 The Architect shall manage the Historic Preservation Services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 Unless otherwise required in the Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 2.4 The Architect shall prepare, and periodically update, a schedule of Historic Preservation Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the Historic Preservation Services schedule with the Owner's Project schedule.

§ 2.5 The Architect shall submit documentation regarding the Historic Preservation Services to the Owner at appropriate intervals for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Historic Preservation Services.

§ 2.6 The Architect shall, at appropriate times, contact the governmental authorities required to approve additions or alterations to the Project. In designing additions and alterations to the Project, the Architect shall respond to the applicable design requirements imposed by such governmental authorities.

§ 2.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governing and reviewing authorities having jurisdiction over the Project.

§ 2.8 The Architect shall provide the listed Historic Preservation Services only if specifically designated below as the Architect's responsibility. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Historic Preservation Service is not being provided. *(Designate the Architect's Historic Preservation Services and the Owner's Historic Preservation Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Historic Preservation Service.)*

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 2.8.1 HISTORIC ASSESSMENT	
.1 Historic Research and Building Chronology	Not provided
.2 Archaeological Research	Not provided
§ 2.8.2 EXISTING BUILDINGS ASSESSMENT	
.1 Document Existing Conditions	Owner (any changes since 2012 Project)
.2 Preliminary Evaluation	Not provided
.3 Code and Regulation Review	Not provided
.4 Structural Investigation	Not provided
.1 Survey	Not provided
.2 Analysis	Not provided
.3 Physical Testing	Not provided
.4 Other:	Not provided
.5 Seismic Investigation	Not provided
.6 Façade Assessment	Not provided
.7 Exploratory Demolition	Not provided
.8 Material Testing	Not provided
.9 Electrical and Mechanical Assessment	Not provided
.10 Conveyance System Assessment	Not provided
.11 Mortar Analysis	Not provided
.12 Paint Analysis	Not provided
.1 Optical Microscopy	Not provided
.2 Chemical Analysis	Not provided
.3 Deterioration Analysis	Not provided
.4 Other:	Not provided
.13 Finishes and Furnishings Assessment	Not provided

Init.

AIA Document B205™ – 2017. Copyright © 2004, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:30:41 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale. **User Notes:** (3B9ADA24)

.14	Landscape Assessment	Not provided
.15	Identification of Environmental Requirements	Not provided
§ 2.8.3 PRESERVATION PLANNING		
.1	Historic Structure Report	Not provided
.2	Historic Building Preservation Plan	Not provided
.3	Historic Preservation Guidelines	Not provided
.4	Building Conservation	Not provided
.5	Conservation Assessment Program	Not provided
.6	Grant Proposals	Not provided
.7	Programming	Not provided
.8	Preliminary Design	Not provided
.9	Sustainability Evaluation and Recommendations	Not provided
.10	Materials Restoration	Not provided
.11	Preliminary Civil Design	Not provided
.12	Preliminary Landscape Design	Not provided
.13	Preliminary Cost Estimate	Not provided
.14	Contractor Qualifications	Not provided
.15	Maintenance Plan	Not provided
.16	Interpretive Presentations	Not provided
§ 2.8.4 SPECIFIC STATE AND FEDERAL SERVICES		
.1	State and Local Preservation Programs	Not provided
.2	Historic Preservation Tax Incentives	Architect
.3	National Register of Historic Places Nomination	Not provided
.4	National Historic Landmark Nomination	Not provided
.5	Section 106 of the National Historic Preservation Act Review Process	Not provided
.6	HABS/HAER/HALS Documentation	Not provided
§ 2.8.5 OTHER HISTORIC PRESERVATION SERVICES		

§ 2.9 Description of Services

A brief description of each Historic Preservation Service is provided below.

(If necessary, attach as an exhibit, or provide in Section 2.9, expanded or modified descriptions of the Historic Preservation Services listed below.)

§ 2.9.1 HISTORIC ASSESMENT

§ 2.9.1.1 Historic Research, and Building and Site Chronology. Locate, identify, and assemble available drawings, historic photographs, and written accounts or descriptions of the building and site. Prepare a written chronology of the building and site’s history, including important events pertaining to its construction, ownership, and use.

§ 2.9.1.2 Archaeological Research. Investigate the Project area below ground to make recommendations about recovery, protection, and evaluation of artifacts, and determination of their history. Prepare a report summarizing the results of the investigation.

§ 2.9.2 EXISTING BUILDINGS ASSESSMENT

§ 2.9.2.1 Document Existing Conditions. Provide a record of the site as it exists, including, as the Architect deems appropriate, measured drawings, field notes, photographs, models, or other means of documentation in digital or physical form.

AIA Document B205™ – 2017. Copyright © 2004, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:30:41 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.
User Notes: (3B9ADA24)

§ 2.9.2.2 Preliminary Evaluation. Conduct a preliminary evaluation of the building. The preliminary evaluation shall summarize, in general terms: (1) the building's existing uses; (2) the condition of existing materials; (3) the condition of structural systems; (4) the condition of the building envelope; (5) the condition of mechanical and electrical systems; (6) potential hazardous materials or toxic substances; and (7) the building's probable historic significance. If necessary, as a result of the Preliminary Evaluation, the Architect will recommend further investigation for potential hazardous materials or toxic substances.

§ 2.9.2.3 Code and Regulation Review. Identify codes and regulations applicable to the Project, including those related to design, historic preservation, life safety, zoning, and access for people with disabilities. Describe how the codes and regulations apply to the Project and its intended use, and make recommendations for compliance.

§ 2.9.2.4 Structural Investigation. Investigate the structure of the building as designated in Section 2.8.2.4. Determine the elements of the existing structural system and assess the structural capabilities of the system by visual and capacity calculation methods.

§ 2.9.2.5 Seismic Investigation. Identify codes and regulations related to seismic considerations that apply to the building. Describe how the codes and regulations apply to the building and, if necessary, make recommendations to retrofit the building to comply with the codes and regulations.

§ 2.9.2.6 Façade Assessment. Assess the existing condition and historic significance of the façade or facades identified below. The assessment shall identify the façade's materials and significant elements, describe their current condition, estimate their remaining useful life, and identify observed deficiencies.
(Identify facades to be included in the Façade Assessment. If all facades will be included, indicate "all facades".)

§ 2.9.2.7 Exploratory Demolition. Determine hidden materials or elements by removing the following portions of the building.
(Identify the purpose of each exploratory demolition and the portions of the building to be removed.)

§ 2.9.2.8 Material Testing. Provide tests of materials identified below. Obtain the Owner's approval if the testing requires destructive testing or the removal of samples from the building.
(Identify the materials to be tested.)

§ 2.9.2.9 Electrical and Mechanical Assessment. Assess the building's existing electrical and mechanical systems. The assessment shall identify the existing electrical and mechanical systems, describe their current condition, estimate their remaining useful life, and identify observed deficiencies.

§ 2.9.2.10 Conveyance System Assessment. Assess the building's existing conveyance systems. The assessment shall identify the existing conveyance systems, describe their current condition, estimate their remaining useful life, and identify observed deficiencies.

§ 2.9.2.11 Mortar Analysis. Provide chemical analysis for mortar composition. Determine historical compositions and compressive strength. Provide recommendations for matching the historic mortar with available materials.

§ 2.9.2.12 Paint Analysis. Analyze areas of painted surfaces as identified below for color match, sheen, stencil patterns, and chronology by optical microscopy, chemical analysis for composition or deterioration, or other testing as designated in Section 2.8.2.12.
(Identify areas of paint to be analyzed.)

§ 2.9.2.13 Finishes, Fixtures, Furnishings Assessment. Assess the building's finishes, fixtures, and furnishings in terms of their physical condition, materials, workmanship, dates of construction, and historic significance. The assessment shall identify existing finishes, fixtures, and furnishings; describe their current condition; estimate their remaining useful life; and identify observed deficiencies.

§ 2.9.2.14 Landscape Assessment. Assess the existing conditions and historic significance of landscape design, features, and other site considerations.

§ 2.9.2.15 Identification of Environmental Requirements. Identify environmental requirements that may apply to the Owner's development objectives for the site, such as impact statements, assessments, documentation, or monitoring.

§ 2.9.3 PRESERVATION PLANNING

§ 2.9.3.1 Historic Structure Report. Prepare a Historic Structure Report according to the content and organization outline in the applicable National Park Service Preservation Brief in effect as of the date of the Agreement.

§ 2.9.3.2 Historic Building Preservation Plan. Prepare a Historic Building Preservation Plan in accordance with General Services Administration (GSA) guidelines in effect as of the date of the Agreement.

§ 2.9.3.3 Historic Preservation Guidelines. Provide historic preservation guidelines for the Project. The limits of the physical boundaries to which the guidelines apply are to be recommended by the Architect, and approved or defined by the Owner.

§ 2.9.3.4 Building Conservation. Provide a general assessment of the building for signs of ongoing or potential deterioration. Recommend procedures for mitigation of such deterioration.

§ 2.9.3.5 Conservation Assessment Program. Prepare a Conservation Assessment Program (CAP) as set forth by the National Institute for the Conservation of Cultural Property.

§ 2.9.3.6 Grant Proposals. Assist the Owner with preparation of the following grant proposals:
(Identify grant proposals and submission deadlines.)

§ 2.9.3.7 Programming. Prepare a program setting forth the Owner's objectives, schedule, constraints, and criteria for development of the Project. The program may include physical space requirements, relationships of spaces, preservation treatments, and how the proposed use will impact the historical integrity of the existing building.

§ 2.9.3.8 Preliminary Design. Provide a preliminary design for the Project including the following deliverables:
(Identify deliverables, such as plans, elevations, sections, or outline specifications, that the Architect will provide as part of the preliminary design.)

§ 2.9.3.9 Sustainability Evaluation and Recommendations. Evaluate the feasibility of incorporating sustainable design features into the proposed use of the building and site and provide the Owner with written recommendations.

§ 2.9.3.10 Materials Restoration. Provide drawings and specifications as necessary for restoration of materials.

§ 2.9.3.11 Preliminary Civil Design. Evaluate materials and systems, and develop preliminary design solutions, for utility systems, fire protection systems, drainage systems, and paving.

§ 2.9.3.12 Preliminary Landscape Design. Evaluate materials, systems, and equipment, and develop preliminary design solutions, for land forms, lawns and plantings, physical site characteristics, design objectives, and historic and environmental determinants.

§ 2.9.3.13 Preliminary Cost Estimate. Provide a preliminary estimate of the Cost of the Work based upon information determined from services performed under the Agreement. This estimate may be based on current area, volume, or

similar conceptual estimating techniques. For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner.

§ 2.9.3.14 Contractor Qualifications. Prepare a list of contractor's qualifications required for the preservation work. Assist the Owner in evaluating the contractor's submittals and selecting qualified contractors.

§ 2.9.3.15 Maintenance Plan. Prepare a maintenance plan for the building. The maintenance plan shall (1) identify building components that require cyclical maintenance, (2) recommend maintenance intervals, and (3) describe maintenance requirements in detail or identify appropriate maintenance standards.

§ 2.9.3.16 Interpretive Presentations. Provide documents and other materials for the following interpretive presentations of the site and building(s):
(Identify interpretative presentation documents and materials the Architect will provide.)

§ 2.9.4 SPECIFIC STATE AND FEDERAL PRESERVATION SERVICES

§ 2.9.4.1 State and Local Preservation Programs. Assist the Owner with applying for state or local historic designations, or other programs. The Owner shall provide necessary legal, tax, and accounting services.
(Identify designations or other programs.)

§ 2.9.4.2 Historic Preservation Tax Incentives. Assist the Owner in connection with the Owner's responsibility for preparing and filing documents necessary to seek the historic preservation tax incentives identified below.
(Identify tax incentives sought by the Owner)

Historic State Tax Credits (State of Kansas)

§ 2.9.4.3 National Register of Historic Places Nomination. Nominate the site, building, or structure for listing on the National Register of Historic Places. Prepare and submit forms, perform research, provide documentation, and coordinate with governing authorities as necessary to support the nomination.

§ 2.9.4.4 National Historic Landmark Nomination. Nominate the site, building, or structure as a National Historic Landmark. Prepare and submit forms, perform research, provide documentation, and coordinate with governing bodies as necessary to support the nomination.

§ 2.9.4.5 Section 106 Review Process. Assist the Owner regarding the Owner's responsibilities in complying with a review process under Section 106 of the National Historic Preservation Act, 54 U.S.C.A. § 306108 *et seq.*, including preparing documentation and responding to governing authorities.

§ 2.9.4.6 Historic American Building Survey/Historic American Engineering Record/Historic American Landscapes Survey (HABS/HAER/HALS) Documentation. Prepare measured drawings, field notes, and photo documentation of the historic building or landscape in its existing condition, for submission to the Library of Congress. Prepare the materials in the format prescribed by the Library of Congress Historic American Building Survey/Historic American Engineering Record/Historic American Landscapes Survey. Assemble original documentation for donation to the Library of Congress collection.

§ 2.9.5 Other Historic Preservation Services Identified in Section 2.8.5:
(Describe the Historic Preservation Services, if any, identified in Section 2.8.5.)

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect’s schedule.

§ 3.2 The Architect shall provide Historic Preservation Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Included in B101: in person meetings with the Owner or the Owner’s consultants
- .2 Included in B101: visits to the site by the Architect
- .3 Included in B101: presentations of any portion of the Services to third parties as requested by the Owner
- .4 Included in B101: preparation for, and attendance at, public hearings or meetings

ARTICLE 4 OWNER’S RESPONSIBILITIES

§ 4.1 Unless the Architect is to perform programming services under Section 2.8.3.7, the Owner shall furnish a program setting forth the Owner’s objectives, schedule, constraints, and criteria for development of the property. The program may include physical space requirements, relationships of spaces, preservation treatments, and how the proposed use will impact the historical integrity of the existing building and site.

§ 4.2 The Owner shall furnish tests, inspections, and reports, required by law, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.3 The Owner shall provide to the Architect schedule requirements or milestone dates pertaining to grant proposals, historic preservation certifications, tax incentives, and other required deadlines to be included in the Architect’s schedule under Section 2.4.

§ 4.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 4.5 If necessary, the Owner shall provide the services of a surveyor, geotechnical engineer, environmental consultant, or archaeologist.

ARTICLE 5 COMPENSATION

§ 5.1 If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Historic Preservation Services described in Article 2 as follows:

(Insert amount of, or basis for, compensation.)

Included in B101-2007

§ 5.2 For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated.

§ 5.3 Compensation for Additional Services of the Architect’s consultants when not included in Section 5.2, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

To be negotiated.

ARTICLE 6 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Standard Form of Architect’s Services: Historic Preservation are as follows:

Init. AIA Document B205™ – 2017. Copyright © 2004, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:30:41 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale. **User Notes:** (3B9ADA24)

Init.

AIA Document B205™ – 2017. Copyright © 2004, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:30:41 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

9

(3B9ADA24)

Additions and Deletions Report for AIA® Document B205™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:30:41 on 01/18/2018.

PAGE 1

Riverfront Community Center (Historic Union Depot)
123 S Esplanade
Leavenworth, KS 66048

...

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

...

TreanorHL, P.A. 719 SW Van Buren Street, Suite 200
Topeka, KS 66603

...

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the day of twenty-third day of January in the year two thousand eighteen.

PAGE 2

Refer to B101

...

Refer to B101

...

Refer to B101

...

Refer to B101

Additions and Deletions Report for AIA Document B205™ – 2017. Copyright © 2004, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:30:41 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

(3B9ADA24)

...

Refer to B101 and Exhibit A

PAGE 3

.1 Historic Research and Building Chronology	<u>Not provided</u>
.2 Archaeological Research	<u>Not provided</u>

PAGE 4

.1 Document Existing Conditions	<u>Owner (any changes since 2012 Project)</u>
.2 Preliminary Evaluation	<u>Not provided</u>
.3 Code and Regulation Review	<u>Not provided</u>
.4 Structural Investigation	<u>Not provided</u>
.1 Survey	<u>Not provided</u>
.2 Analysis	<u>Not provided</u>
.3 Physical Testing	<u>Not provided</u>
.4 Other:	<u>Not provided</u>
.5 Seismic Investigation	<u>Not provided</u>
.6 Façade Assessment	<u>Not provided</u>
.7 Exploratory Demolition	<u>Not provided</u>
.8 Material Testing	<u>Not provided</u>
.9 Electrical and Mechanical Assessment	<u>Not provided</u>
.10 Conveyance System Assessment	<u>Not provided</u>
.11 Mortar Analysis	<u>Not provided</u>
.12 Paint Analysis	<u>Not provided</u>
.1 Optical Microscopy	<u>Not provided</u>
.2 Chemical Analysis	<u>Not provided</u>
.3 Deterioration Analysis	<u>Not provided</u>
.4 Other:	<u>Not provided</u>
.13 Finishes and Furnishings Assessment	<u>Not provided</u>
.14 Landscape Assessment	<u>Not provided</u>
.15 Identification of Environmental Requirements	<u>Not provided</u>

...

.1 Historic Structure Report	<u>Not provided</u>
.2 Historic Building Preservation Plan	<u>Not provided</u>
.3 Historic Preservation Guidelines	<u>Not provided</u>
.4 Building Conservation	<u>Not provided</u>
.5 Conservation Assessment Program	<u>Not provided</u>
.6 Grant Proposals	<u>Not provided</u>
.7 Programming	<u>Not provided</u>
.8 Preliminary Design	<u>Not provided</u>
.9 Sustainability Evaluation and Recommendations	<u>Not provided</u>

Additions and Deletions Report for AIA Document B205™ – 2017. Copyright © 2004, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:30:41 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

(3B9ADA24)

.10	Materials Restoration	<u>Not provided</u>
.11	Preliminary Civil Design	<u>Not provided</u>
.12	Preliminary Landscape Design	<u>Not provided</u>
.13	Preliminary Cost Estimate	<u>Not provided</u>
.14	Contractor Qualifications	<u>Not provided</u>
.15	Maintenance Plan	<u>Not provided</u>
.16	Interpretive Presentations	<u>Not provided</u>

...

.1	State and Local Preservation Programs	<u>Not provided</u>
.2	Historic Preservation Tax Incentives	<u>Architect</u>
.3	National Register of Historic Places Nomination	<u>Not provided</u>
.4	National Historic Landmark Nomination	<u>Not provided</u>
.5	Section 106 of the National Historic Preservation Act Review Process	<u>Not provided</u>
.6	HABS/HAER/HALS Documentation	<u>Not provided</u>

PAGE 7

Historic State Tax Credits (State of Kansas)

PAGE 8

.1 ~~(-)~~Included in B101: in person meetings with the Owner or the Owner's consultants

...

.2 ~~(-)~~Included in B101: visits to the site by the Architect

...

.3 ~~(-)~~Included in B101: presentations of any portion of the Services to third parties as requested by the Owner

...

.4 ~~(-)~~Included in B101: preparation for, and attendance at, public hearings or meetings

...

Included in B101-2007

...

To be negotiated.

...

To be negotiated.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:30:41 on 01/18/2018 under Order No. 8236744712 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B205™ - 2017, Standard Form of Architect's Services: Historic Preservation, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA Document D401™ – 2003. Copyright © 1992 and 2003 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:30:41 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.
User Notes:

(3B9ADA24)

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-third day of January in the year two thousand eighteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

TreanorHL, P.A.
719 SW Van Buren Street, Suite 200
Topeka, KS 66603

for the following Project:
(Name, location and detailed description)

Riverfront Community Center (Historic Union Depot)
123 S Esplanade
Leavenworth, KS 66048

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to Exhibit A – Proposal dated January 11, 2018

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

January 1, 2019

.2 Substantial Completion date:

December 1, 2019

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

.2 Automobile Liability

\$1,000,000 Each Accident

.3 Workers' Compensation

\$500,000 Each Accident
\$500,000 Disease Each Employee
\$500,000 Disease Policy Limit

.4 Professional Liability

\$1,000,000 Per Claim
\$1,000,000 Annual Aggregate Limit

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1

Project is a continuation of design and assessment work previously completed. Schematic Design is not included.

(Paragraphs Deleted)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Project is a continuation of design and assessment work previously completed. Schematic Design is not included.

(Paragraphs Deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the previously completed assessment and design work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the Work yet to be completed, and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1

Negotiated proposals
are not anticipated as part of this project.

(Paragraphs Deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:51 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

(3B9ADA26)

Init.

/

schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:51 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.
User Notes:

(3B9ADA26)

affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)	Not provided	
§ 4.1.2 Multiple preliminary designs	Not provided	
§ 4.1.3 Measured drawings	Not provided	
§ 4.1.4 Existing facilities surveys	Not provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not provided	
§ 4.1.6 Building Information Modeling (E202™–2008)	Not provided	
§ 4.1.7 Civil engineering	Not provided	
§ 4.1.8 Landscape design	Not provided	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Not provided	
§ 4.1.10 Value Analysis (B204™–2007)	Not provided	
§ 4.1.11 Detailed cost estimating	Not provided	
§ 4.1.12 On-site Project Representation (B207™–2008)	Not provided	
§ 4.1.13 Conformed construction documents	Not provided	
§ 4.1.14 As-Designed Record drawings	Not provided	
§ 4.1.15 As-Constructed Record drawings	Not provided	
§ 4.1.16 Post occupancy evaluation	Not provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not provided	
§ 4.1.18 Tenant-related services	Not provided	
§ 4.1.19 Coordination of Owner’s consultants	Not provided	
§ 4.1.20 Telecommunications/data design	Not provided	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	Not provided	
§ 4.1.22 Commissioning (B211™–2007)	Not provided	
§ 4.1.23 Extensive environmentally responsible design	Not provided	
§ 4.1.24 LEED® Certification (B214™–2012)	Not provided	
§ 4.1.25 Fast-track design services	Not provided	
§ 4.1.26 Historic Preservation (B205™–2007)	Architect	Exhibit B
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not provided	
4.1.28 Pre-Qualification of Masonry Bidders	Architect	Exhibit A

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:51 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

(3B9ADA26)

Refer to Exhibit A and Exhibit B

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Sixteen (16) visits to the site by the Architect, plus four (4) by the Structural Engineer, over the duration of the Project during construction

- 3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through

the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Furthermore, Owner recognizes and agrees that the Work in this Project involves an older and historic building and there may be unknown or unascertainable conditions that cannot be anticipated at the time the contract is bid that may result in Change Order or other additional costs not originally anticipated in bidding documents which may give rise to a compensable Change Order. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. Modification of the Construction Documents as necessary to comply with the Owner's budget shall be an Additional Service with compensation to the Architect as mutually agreeable between the Owner and Architect.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 Limitation of Liability: In recognition of the relative risks and benefits of the project to the Owner, Contractor, and Architect, the risks have been allocated. The Owner and Contractor agree to limit the liability of Architect for all claims related to the Project to the contract sum earned by Architect for its professional services (i.e. the fee charged by the Architect for its professional services, not including any fees paid by the Architect to consultants or sub-consultants). Nothing in the foregoing sentence shall be deemed to limit in any way the liability of consultants retained by the Architect for the Project.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:51 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

(3B9ADA26)

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Lump sum of sixty-six thousand three hundred dollars (\$ 66,300)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be negotiated if need arises, or hourly

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated if need arises, or hourly

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

To be negotiated if need arises, or hourly

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design	Not Included	(	0)
Design Development	Not Included	(	0)
Construction Documents	Fourteen thousand four hundred		14,400)
Bidding or Negotiation	Seven thousand eight hundred	(	7,800)
Construction Phase	Thirty-seven thousand eight hundred	(	37,800)
Historic Tax Credits	Six thousand three hundred		(6,300)	
Total Basic Compensation	Sixty-six thousand three hundred	(	66,300)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:51 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.
 User Notes: (3B9ADA26)

services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Exhibit A

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraph Deleted)

Reimbursable expenses are not anticipated.

(Paragraph Deleted)

(Paragraphs Deleted)

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero Dollars (\$ 0.00)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Ten Percent (10 %) per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2

Proposal letter from TreanorHL to Mike Hooper dated January 11, 2018, including H

- .3 Other documents:

(Paragraph Deleted)

AIA Document B205-2017 Standard Form of Architect’s Services: Historic Preservation

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

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for **AIA® Document B101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:28:51 on 01/18/2018.

PAGE 1

AGREEMENT made as of the twenty-third day of January in the year two thousand eighteen

...

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

...

TreanorHL, P.A.
719 SW Van Buren Street, Suite 200
Topeka, KS 66603

...

Riverfront Community Center (Historic Union Depot)
123 S Esplanade
Leavenworth, KS 66048

PAGE 2

Refer to Exhibit A – Proposal dated January 11, 2018

...

January 1, 2019

...

December 1, 2019

PAGE 3

\$1,000,000 Each Occurrence

...

\$1,000,000 General Aggregate

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:51 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

(3B9ADA26)

...

\$1,000,000 Each Accident

...

\$500,000 Each Accident

...

\$500,000 Disease Each Employee

...

\$500,000 Disease Policy Limit

...

\$1,000,000 Per Claim

...

\$1,000,000 Annual Aggregate Limit

PAGE 4

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

...

~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. Project is a continuation of~~

...

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. design and assessment work previously completed. Schematic Design is not included.~~

...

~~§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.~~

...

~~§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other~~

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:51 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

...

~~§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.~~

...

~~§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.~~

...

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

...

~~§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

...

~~§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Project is a continuation of design and assessment work previously completed. Schematic Design~~

...

is not

...

included.

...

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.~~

...

~~§ 3.3.3~~ The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

...

~~§ 3.4.1~~ Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, previously completed assessment and design work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents-Work yet to be completed, and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

PAGE 5

~~§ 3.5.3.1~~ Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

...

~~§ 3.5.3.2~~ The Architect shall assist the Owner in obtaining proposals by Negotiated proposals

...

~~.1~~ procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; are not anticipated as part of this project.

...

~~.2~~ organizing and participating in selection interviews with prospective contractors; and

...

~~.3~~ participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

...

~~§ 3.5.3.3~~ The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

PAGE 8

§ 4.1.1	Programming (B202™-2009)	Not provided	
§ 4.1.2	Multiple preliminary designs	Not provided	
§ 4.1.3	Measured drawings	Not provided	
§ 4.1.4	Existing facilities surveys	Not provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Not provided	
§ 4.1.6	Building Information Modeling (E202™-2008)	Not provided	
§ 4.1.7	Civil engineering	Not provided	

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:51 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

(3B9ADA26)

§ 4.1.8	Landscape design	Not provided	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Not provided	
§ 4.1.10	Value Analysis (B204™–2007)	Not provided	
§ 4.1.11	Detailed cost estimating	Not provided	
§ 4.1.12	On-site Project Representation (B207™–2008)	Not provided	
§ 4.1.13	Conformed construction documents	Not provided	
§ 4.1.14	As-Designed Record drawings	Not provided	
§ 4.1.15	As-Constructed Record drawings	Not provided	
§ 4.1.16	Post occupancy evaluation	Not provided	
§ 4.1.17	Facility Support Services (B210™–2007)	Not provided	
§ 4.1.18	Tenant-related services	Not provided	
§ 4.1.19	Coordination of Owner’s consultants	Not provided	
§ 4.1.20	Telecommunications/data design	Not provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not provided	
§ 4.1.22	Commissioning (B211™–2007)	Not provided	
§ 4.1.23	Extensive environmentally responsible design	Not provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not provided	
§ 4.1.25	Fast-track design services	Not provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Architect	Exhibit B
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not provided	
4.1.28	Pre-Qualification of Masonry Bidders	Architect	Exhibit A

PAGE 9

Refer to Exhibit A and Exhibit B

...

- .1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

...

- .2 Sixteen (16) visits to the site by the ~~Architect~~ Architect, plus four (4) by the Structural Engineer, over the duration of the Project during construction

PAGE 10

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 One (1) inspections for any portion of the Work to determine final completion

...

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~twenty-four (24)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

PAGE 11

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Furthermore, Owner recognizes and agrees that the Work in this Project involves an older and historic building and there may be unknown or unascertainable conditions that cannot be anticipated at the time the contract is bid that may result in Change Order or other additional costs not originally anticipated in bidding documents which may give rise to a compensable Change Order. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

PAGE 12

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the ~~Architect, without additional compensation,~~ Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6. -Modification of the Construction Documents as necessary to comply with the Owner's budget shall be an Additional Service with compensation to the Architect as mutually agreeable between the Owner and Architect.

PAGE 13

§ 8.1.4 Limitation of Liability: In recognition of the relative risks and benefits of the project to the Owner, Contractor, and Architect, the risks have been allocated. The Owner and Contractor agree to limit the liability of Architect for all claims related to the Project to the contract sum earned by Architect for its professional services (i.e. the fee charged by the Architect for its professional services, not including any fees paid by the Architect to consultants or sub-consultants). Nothing in the foregoing sentence shall be deemed to limit in any way the liability of consultants retained by the Architect for the Project.

...

Arbitration pursuant to Section 8.3 of this Agreement

...

Litigation in a court of competent jurisdiction

...

§ 8.3 ARBITRATION

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

...

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

...

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

PAGE 14

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~located.

PAGE 15

Lump sum of sixty-six thousand three hundred dollars (\$ 66,300)

...

To be negotiated if need arises, or hourly

...

To be negotiated if need arises, or hourly

...

To be negotiated if need arises, or hourly

...

Schematic DesignPhase	<u>Not Included</u>	percent (	<u>0</u>	%)
Design	<u>Not Included</u>	percent (	<u>0</u>	%)
DevelopmentPhase				
Construction	<u>Fourteen thousand four hundred</u>	percent (	<u>14,400</u>	%)
DocumentsPhase				
Bidding or	<u>Seven thousand eight hundred</u>	percent (	<u>7,800</u>	%)
NegotiationPhase				
Construction Phase	<u>Thirty-seven thousand eight hundred</u>	percent (	<u>37,800</u>	%)
Historic Tax Credits	<u>Six thousand three hundred</u>		<u>(6,300)</u>	
Total Basic	<u>one Sixty-six thousand three hundred</u>	percent (	<u>100-66,300</u>	%)
Compensation				

PAGE 16

Refer to Exhibit A

...

~~.1 Transportation and authorized out-of-town travel and subsistence;~~

...

Reimbursable expenses are not anticipated.

...

~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~

...

.

...

~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~

...

~~.4 Printing, reproductions, plots, standard form documents;~~

...

~~.5 Postage, handling and delivery;~~

...

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

...

~~.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~

...

~~.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~

...

~~.9 All taxes levied on professional services and on reimbursable expenses;~~

...

~~.10 Site office expenses; and~~

...

~~.11 Other similar Project related expenditures.~~

...

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.~~

...

Zero Dollars (\$ 0.00)

...

§ 11.10.1 An initial payment of (~~\$-zero (\$ 0.00)~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~→thirty (30)~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

%-Ten Percent (10 %) per annum

PAGE 17

.2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:

Additions and Deletions Report for AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:51 on 01/18/2018 under Order No. 8236744712 which expires on 04/18/2018, and is not for resale.

User Notes:

(3B9ADA26)

...

Proposal letter from TreanorHL to Mike Hooper dated January 11, 2018, including H

...

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

...

AIA Document B205-2017 Standard Form of Architect's Services: Historic Preservation

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Nancy Goldenberg, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:28:51 on 01/18/2018 under Order No. 8236744712 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

PROJECT PROGRAMMING REQUEST

<input checked="" type="checkbox"/> New Project		<input type="checkbox"/> Amend Existing Project		Date:	3/13/2017
Program Year: 2019		Funding Program: TAP - Historic Preservation/Archeological Projects			
KDOT District		MPO		MPO TIP #	
1		MARC		163014	
County	City	Route / Corridor		Functional Classification	
Leavenworth	Leavenworth	N/A		N/A	
Project Sponsor / Lead Agency					
City of Leavenworth					
Project Mgr / Contact		Phone		E-mail Address	
Mike Hooper		913-684-0396		mhooper@firstcity.org	
Project Title					
RFCC Stone Restoration Project					
Project Length: N/A miles		Desired Letting Date:		October, 2019	
Letting Type: <input checked="" type="checkbox"/> KDO <input type="checkbox"/> LPA <input type="checkbox"/> Force Account					
Location, Project Limits, Description, Scope of Work					
Esplanade & Delaware St., The restoration project will include the removal and replacement of all remaining deteriorated structural sandstone components on the exterior of the historic Union Pacific Depot (City of Leavenworth Community Center). Stone work will be accomplished by complete stone removal/replacement and stone surface					
Purpose and Need					
The decay of the calcareous sandstone, which decays in the presence of airbourne pollutants, has created a situation where the deteriorated stone is allowing water migration into mortar joints and the building structure. This migration of elements is expediting the decay and deterioration of the stone components jeopardizing the structural integrity of the building.					
Project Benefits					
The project will help maintain the structural integrity of the historic structure.					
RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection		
Yes	Union pacific	1	Flashing Lights and Gates		

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP), to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments. Please show your estimate of the cost for all work phases below

Project Cost Estimate			
	Participating	Non-Participating	Total
PE (Design)		\$ 48,500.00	\$ 48,500.00
Utilities	\$ -	\$ -	\$ -
ROW	\$ -	\$ -	\$ -
CE (Inspection)		\$ 14,120.00	\$ 14,120.00
Construction Total	\$ 500,000.00	\$ 625,000.00	\$ 1,125,000.00
General Building	\$ 500,000.00	\$ 625,000.00	\$ 1,125,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -

PROJECT PROGRAMMING REQUEST

			\$ -
Project Totals	\$ 500,000.00	\$ 687,620.00	\$ 1,187,620.00


BE IT RESOLVED: That sufficient funds from City of Leavenworth

are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the LPA are ineligible for federal funding and remain the responsibility of the LPA. Upon cancellation of the project by the LPA, the LPA shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Please sign below in accordance with your local policy.

Recommended for Approval:

Appropriate Local Officials


 Title
NANCY BAUDER, MAYOR

~~_____
 Title

 Title

 Title~~

ATTEST:


 Title

CARLA K. WILLIAMSON, CMC, CITY CLERK



**Leavenworth Riverfront Community Center
UNION DEPOT
123 Esplanade - Leavenworth, Kansas**



CEO STRUCTURAL ENGINEERS, INC. JOB# LEV01.09	DESCRIPTION	The photo on the left shows a textbook example of exfoliation of the quoins corners. The photo on the right shows that the extent of decay reaches below the adjacent brick veneer allowing water to penetrate into the inner wythes of the masonry walls.	7
	CLIENT	City of Leavenworth, Kansas	Date
	PHOTOGRAPHER	David F. Miller	12/09/2009



CEO STRUCTURAL ENGINEERS, Inc.. JOB# LEV01.09 Direction:	DESCRIPTION	The photos above show the dramatic contrast of the condition of the stone before and after restoration. This repair was made when the chimney was reconstructed in the spring of 2008. The photo on the left shows the serious level of decay of the sandstone components before restoration.	8
	CLIENT	City of Leavenworth, Kansas	Date
	PHOTOGRAPHER	David F. Miller	12/09/2009

**Leavenworth Riverfront Community Center
UNION DEPOT
123 Esplanade - Leavenworth, Kansas**

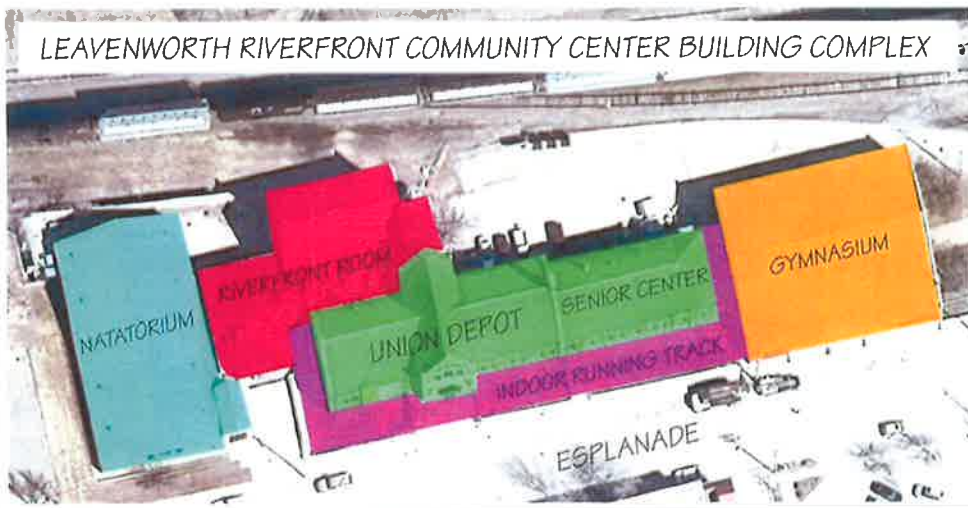


CEO STRUCTURAL ENGINEERS, INC. JOB# LEV01.09	DESCRIPTION	These photos show the general state of the quoin corners. The quoins are structural components that interlock the opposing sides of the building and are not merely decorative. These images show that the loss of stone in some areas has breached the brick veneer allowing water to penetrate behind the bricks and into the inner structure of the walls. The photo on the right shows that some of the veneer bricks are actually falling out of the façade from the third story. This degree of decay is very serious and unstoppable.	6
	CLIENT	City of Leavenworth, Kansas	Date
	PHOTOGRAPHER	David F. Miller	12/09/2009

**Leavenworth Riverfront Community Center
UNION DEPOT
123 Esplanade - Leavenworth, Kansas**



CEO STRUCTURAL ENGINEERS, INC. JOB# LEV01.09	DESCRIPTION	The panoramic photo above shows the west elevation of the Union Depot as it looks today. The gymnasium addition is on the far right with the natatorium addition on the left. The graphic below shows the general configuration of the Leavenworth Riverfront Community Center complex.	2
	CLIENT	City of Leavenworth, Kansas	Date
	PHOTOGRAPHER	David F. Miller	12/18/2009



CEO STRUCTURAL ENGINEERS, INC. JOB# LEV01.09	DESCRIPTION	The above graphic is an overlay of an aerial photograph showing the various components of the Riverfront Community Center with the depot anchoring the core of the development..	2
	CLIENT	City of Leavenworth, Kansas	Date
	PHOTOGRAPHER	David F. Miller	12/17/2009

**POLICY REPORT
FIRST CONSIDERATION CHARTER ORDINANCE TO
CREATE A STORMWATER MANAGEMENT PROGRAM**

JANUARY 23, 2018


Carla K. Williamson, CMC City Clerk


Paul Kramer, City Manager

ISSUE:

Consider placing on first consideration a Charter Ordinance, exempting itself from K.S.A. 12-3101 *et seq*, to create a Stormwater Management Program for the City of Leavenworth.

BACKGROUND:

The City Commission has discussed a proposed stormwater program at seven (7) Study Sessions (May 2, 2017, June 6, 2017, July 13, 2017, September 5, 2017, November 21, 2017, December 5, 2017 and January 16, 2018) and held two (2) Public Meetings (at Riverfront Community Center and Fire Station No. 1). At the January 16, 2018 there was a discussion and consensus by the City Commission to proceed with the adoption of a charter ordinance creating a Stormwater Program for the city.

K.S.A. 12-3101 *et seq*. provides for such a program however many cities have exempted out of this section of the state statute for a couple of reasons.

- The first reason is that the statute is non-uniform, meaning it does not apply the ordinance to all cities equally. K.S.A 12-3105 specifically states that a city of the first class may do something that other class cities cannot.
- The second reason is the inability of the Kansas Department of Health and Environment (KDHE) to issue resolutions as stated in K.S.A. 12-2103.

The adoption of the charter ordinance will not set any rates or determine how the program will be administered it just allow the city to charter out of the existing state statute in creating the program. All future details of the program will then be set by the City Commission by regular ordinance.

City Attorney Tom Dawson will go over the details of the Charter Ordinance.

ACTION:

Consensus to place on first consideration

ATTACHMENTS:

- K.S.A. 12-3101 *et seq*
- Proposed Charter Ordinance

Kansas Statutes
Chapter 12 – Cities and Municipalities
Article 31. Water Pollution Act

12-3101. Name of act. This act shall be known as the water pollution act.

History: L. 1959, ch. 87, § 1; June 30.

12-3102. Definitions. For the purpose of this act, the following words and phrases shall have the meaning ascribed to them in this section:

(a) "Sewer" or "sewer system" shall mean sanitary and storm sewers, pumping stations, sewage treatment plants, main sewers, intercepting sewers, outfall sewers, surface drains and works for the collection, transportation, pumping, treating, and disposing of water carried wastes or storm or surface waters, and all appurtenances necessary in the maintenance and operation of the same.

(b) "Municipality" shall mean any city, county, township, township sewer district, or other political subdivision of the state authorized to levy taxes or empowered to cause taxes to be levied

12-3103. Adoption of resolution by municipality and secretary of health and environment; contents. No municipality shall exercise any of the powers hereafter conferred by this act until its local governing body and the secretary of health and environment shall have adopted a resolution finding that: (1) The sewer system of such municipality is inadequate to meet the standards of the secretary of health and environment; and (2) the construction, reconstruction, development, or redevelopment of a sewer system of such municipality is necessary in the interest of public health and welfare of the residents of the state.

12-3104. Sewer systems; powers of municipality. Every municipality shall have all the powers necessary or convenient to plan, alter, enlarge, extend, improve, construct, reconstruct, develop, redevelop, operate and maintain a sewer system of such municipality, including the following powers:

(a) To adopt by ordinance or resolution sewer service charges based on a per unit volume of water used and based on the strength and volume of sewage contributed;

(b) To use the proceeds of the sewer service charges to plan, alter, enlarge, extend, improve, construct, reconstruct, develop, redevelop, operate and maintain sewer systems;

(c) To issue revenue bonds and use the proceeds of said revenue bonds to plan, alter, enlarge, extend, improve, construct, reconstruct, develop and redevelop sewer systems;

(d) To use the proceeds of the sewer service charges to pay the principal and interest on revenue bonds for the planning, altering, enlarging, extending, improving, constructing, reconstructing, developing, redeveloping, operating and maintaining sewer systems;

(e) To contract with agencies of the federal government, public bodies of this state or other states, or with any private person or body for jointly planning, altering, enlarging, extending, improving, constructing, reconstructing, developing, redeveloping and maintaining sewer systems;

(f) To contract with agencies of the federal government, public bodies of this state or other states or with any private person or body for receiving and treating sewage from outside of the limits of the municipality;

(g) To plan, alter, enlarge, extend, improve, construct, reconstruct, develop, redevelop, operate and maintain a sewer or sewer system outside the boundaries of the municipality and to have the right of eminent domain outside of the limits of the municipality in order to acquire right of way for a sewer or sewer systems; and

(h) To borrow money and to apply for and accept advances, loans, grants, contributions or any other form of financial assistance from the federal government, the state, county or other public body for the purposes of this act.

A municipality may include in any contract for financial assistance with the federal government such conditions imposed pursuant to federal law as the municipality may deem reasonable and appropriate.

12-3105. Same; rules and regulations authorized; billing and collection of sewer service charges; discontinuance of water service, when. The governing body of a municipality shall have the power by ordinance or resolution to adopt rules and regulations providing for the management and operation of its sewer system, prohibiting the discharge of matter deleterious to the proper operation of the treatment plant into the sewer system,

establishing the types and characteristics of sewage that may be discharged into the sewer system, fixing the service charges, requiring security for the payment thereof, and providing methods and rules of collection, and providing for the disposition of the revenue therefrom. In the event any person, firm, corporation, political unit or organization living or operating on premises connected to a sanitary sewer shall neglect, fail or refuse to pay the service charges fixed by the governing body of said municipality, the governing body is hereby authorized to refuse the delivery of water through the pipes and mains of a publicly owned waterworks until such time as such charges are fully paid: Provided, however, **That any city of the first class** now owning or hereafter acquiring a municipal water plant and a municipal light plant, which plants are now or hereafter operated, managed and controlled by a board of public utilities, as provided by K.S.A. 13-1220 to 13-1234a, inclusive, and all acts and parts of acts amendatory thereof or supplemental thereto, may with the consent of the board of public utilities bill and collect the sewer service charges through the administrative departments of the board of public utilities and the board of public utilities may discontinue water services to premises owned, managed or occupied by consumers who have delinquent sewer service charges.

12-3106. Issuance of sewer system revenue bonds; requirements; election. (a) A municipality shall have power to issue revenue bonds from time to time in its discretion to finance the planning, altering, enlarging, extending, improving, developing, and redeveloping, construction and reconstruction of sewer systems under this act. Such bonds shall be made payable, as to both principal and interest, solely from the income, proceeds, revenues, and funds of the municipality derived from or held in connection with its sewer systems: Provided, however, That payment of such bonds, both as to principal and interest, may be further secured by a pledge of any loan, grant or contribution from the federal government.

(b) Bonds issued under this section shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and shall not be subject to the provisions of any other law relating to the authorization, issuance or sale of bonds. Bonds issued under the provisions of this act are declared to be issued for an essential public and governmental purpose and, together with interest thereon and income therefrom, shall be exempted from all taxes.

(c) Bonds issued under this section shall be authorized by ordinance or resolution of the local governing body and may be issued in one or more series and shall bear such date or dates, be payable upon demand or mature at such time or times, bear interest at such rate or rates, not exceeding the maximum rate of interest prescribed by K.S.A. 10-1009, be in such denomination or denominations, be in such form, have such rank or priority, be executed in such manner, and be subject to such terms of redemption (with or without premium), be secured in such manner, and have such other characteristics as may be provided by such ordinance or resolution issued pursuant thereto: Provided, That no bonds shall be issued under this act until the same have been authorized by a majority of the vote of the electors of such municipality in the manner prescribed by K.S.A. 10-120 or any amendments thereto.

12-3107. Same; power to issue bonds supplemental and additional. The power herein granted to issue bonds shall be supplemental to and not amendatory of the provisions of all other laws, and shall be in addition to and independent of the authority granted to certain municipalities by K.S.A. 10-1201 to 10-1212, inclusive, 13-1238 to 13-1245, inclusive, and 13-1252 to 13-1264, inclusive, and acts amendatory thereof or supplemental thereto.

CHARTER ORDINANCE NO. _____

A CONSTITUTIONAL CHARTER ORDINANCE EXEMPTING THE CITY OF LEAVENWORTH, KANSAS FROM THE PROVISIONS OF THE KANSAS WATER POLLUTION ACT K.S.A 12-3101 ET SEQ AND PROVIDING FOR THE CREATION OF AN ORDINANCE ESTABLISHING A STORMWATER MANAGEMENT PROGRAM AND A STORMWATER UTILITY FEE FOR THE CITY OF LEAVENWORTH, KANSAS FOR THE PURPOSE OF PLANNING, DESIGNING, FUNDING, CONSTRUCTING AND MAINTAINING STORMWATER MANAGEMENT, SEDIMENT AND EROSION CONTROL, AND FLOOD AND STORMWATER DISCHARGE PROGRAMS, PROJECTS AND FACILITIES AND REVIEWING AND APPROVING STORMWATER MANAGEMENT AND SEDIMENT CONTROL PLANS FOR LAND DISTURBING ACTIVITIES, AND PROVIDING FOR THE ADMINISTRATION AND ENFORCEMENT THEREOF AND PROVIDING FOR STORMWATER MANAGEMENT RATES TO BE SET BY RESOLUTION OF THE GOVERNING BODY.

WHEREAS the state of Kansas has passed legislation, known as the Kansas Water pollution act, K.S.A 12-3101 et seq. (KWPA) which has been found by the Kansas Supreme Court to be a non-uniform legislative act that affects different classes of cities in the State in different manners and

WHEREAS the KWPA also has a provision that allows the Secretary of Kansas Department of Health and Environment (KDHE) to by resolution allow cities to create their own storm water utility under the KWPA and

WHEREAS the Kansas Legislature has not created in the KPWA the authority for the KDHE to issue resolutions, and KDHE has taken the position that it does not have the authority to issue resolutions allowing cities to create a storm water utility under the KWPA: and

WHEREAS various cities have used their Constitutional Charter Ordinance authority to exempt themselves from the provision of the KWPA and KWPA is not uniform as it applies to all cities in the state which permits the exemption; and

WHEREAS the City of Leavenworth, Kansas seeks to create a storm water utility for the purpose of managing storm water in the City and to collect a fee for that and other applicable services and to manage, administer and enforce such regulations as promulgated by the City of Leavenworth for that purpose;

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

Section 1. Exemption from State law. The City of Leavenworth by virtue of the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas hereby exempts itself from the provisions of the KWPA, K.S.A 12-3101 *et seq.* for the purpose of creating a storm water utility and a fee to implement the same.

Section 2. Repeal of inconsistent provisions. Any provision of the current ordinances of the City that are inconsistent or in conflict with this Charter Ordinance are hereby repealed to the extent of such inconsistency or conflict; other all such provisions are hereby ratified and confirmed.

Section 3. This Charter Ordinance shall be published once a week for two (2) consecutive weeks in the official city newspaper.

Section 4. This Charter Ordinance shall take effect sixty-one (61) days after its final publication, unless a sufficient petition for a referendum is filed and a referendum held on this Charter Ordinance as provided in Article 12, Section 5, Subsection (c) (3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting thereon.

Passed and approved by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, the 13th day of February 2018.

Mark Preisinger, Mayor

{SEAL}

ATTEST:

Carla K. Williamson CMC, City Clerk

Published: The Leavenworth Times

First Publication Date: August 11, 2017

Second Publication Date: August 18, 2017