



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

**CITY COMMISSION REGULAR MEETING**  
**COMMISSION CHAMBERS**  
**TUESDAY, AUGUST 25, 2020 7:00 P.M.**

**Welcome to your City Commission Meeting – Please turn off or silence all cell phones during the meeting**  
*Meetings are televised everyday on Channel 2 at 7 p.m. and midnight and available for viewing on YouTube and Facebook Live*

**The Leavenworth City Commission meeting will be open to the public with limited seating capacity. To reserve a seat, email [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 4:00 pm on August 25. Seats will be available on a first come first service basis. To mitigate the spread of COVID-19 face coverings and social distancing are **REQUIRED** to attend the meeting. In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed on Channel 2 and via Facebook Live. The public is encouraged to continue to view the meeting via Facebook Live or Channel 2 and to submit public comments to be read during the Public Comments portion of the meeting and questions on agenda items to be read during discussion on that topic. Submit your comments or questions to [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 6:00 pm on August 25. For call in options related to commenting on agenda items, submit your inquiry to [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org)**

**Call to Order – Pledge of Allegiance Followed by Silent Meditation**

**MAYOR’S AWARD**

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

- 1. Minutes from August 11, 2020 Regular Meeting **Action:** Motion (pg. 3)
- 2. Amend Minutes from June 23, 2020 Regular Meeting **Action:** Motion (pg. 11)

**NEW BUSINESS:**

**Public Comment:** \* *emails received by the public for public comment on non-agenda items will be read at this time.*

**Public Hearings:**

- 3. Public Hearing –Consider Community Improvement District (CID) for Luxury & Imports (pg. 18)
  - a. Open Public Hearing **Action:** Motion
  - b. Staff and Public Comments
    - i. **Dial in using your phone**  
 United States: [+1 \(646\) 749-3122](tel:+16467493122)  
**Access Code:** 892-769-997
  - c. Close Public Hearing **Action:** Motion
  - d. First Consideration Ordinance Establishing a Community Improvement District **Action:** Consensus

**General Items:**

- 4. Consider Employee Benefits Plan Renewal **Action:** Motion (pg. 30)
- 5. Mayor’s Appointments: City Planning Commission, Community Development Advisory Board and Deer Management Advisory Committee **Action:** Motion (pg. 32)

**Bids, Contracts and Agreements:**

- 6. Consider 2021 Landfill Services Contract with Waste Management **Action:** Motion (pg. 33)

**Consent Agenda:**

Claims for August 8, 2020 through August 21, 2020 in the amount of \$825,324.44; Net amount for Payroll #17 effective August 14, 2020 in the amount of \$340,556.48 (No Police & Fire Pension).

**Action:** Motion

**Other:**

**Adjournment**

**Action:** Motion



**CALL TO ORDER** - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Myron J. (Mike) Griswold, Mayor Pro-Tem Nancy Bauder, and Commissioners Mark Preisinger and Jermaine Wilson. Absent: Commissioner Camalla Leonhard

**Others present in the commission chambers:** City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Police Chief Pat Kitchens, Finance Director Ruby Maline, Deputy Finance Director Brandon Mills and City Clerk Carla K. Williamson.

**Other members participating via teleconference:** City Attorney David Waters, Public Works Director Mike McDonald, Deputy Public Works Director Mike Hooper, Operations Superintendent Curtis Marks Sr., Chief Building Inspector Harold D. Burdette and City Attorney David E. Waters.

Mayor Griswold read the following statement from the agenda index:

The Leavenworth City Commission meeting will be open to the public with limited seating capacity. To reserve a seat, email [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 4:00 pm on August 11. Seats will be available on a first come first service basis. To mitigate the spread of COVID-19 face coverings and social distancing are REQUIRED to attend the meeting. In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed on Channel 2 and via Facebook Live. The public is encouraged to continue to view the meeting via Facebook Live or Channel 2 and to submit public comments to be read during the Public Comments portion of the meeting and questions on agenda items to be read during discussion on that topic. Submit your comments or questions to [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 6:00 pm on August 11. For call in options related to commenting on agenda items, submit your inquiry to [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org)

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

#### **OLD BUSINESS:**

##### **Presentation:**

The Mayor, City Commission and the City presented a Mayor's Award and a sword to Master Sgt. David Royer. Royer heroically stopped an active shooter on the Centennial Bridge on May 27, 2020. Royer saved countless lives that day with his quick action when a gunman opened fire on the bridge.

##### **Consideration of Previous Meeting Minutes:**

Commissioner Preisinger moved to approve the minutes from the July 28, 2020 regular meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

##### **Second Consideration Ordinances:**

**Second Consideration Ordinance 8135; Establishing a Redevelopment District (Price Chopper)** – City Manager Paul Kramer presented ordinance 8135 for second consideration. The ordinance was presented at the July 28, 2020 Commission meeting and placed on first consideration. There have been no changes since first reading. Pete Heaven representing Price Chopper called in via teleconference to answer any questions.

Mayor Griswold called the roll and the ordinance passed unanimously 4-0.

**Second Consideration Ordinance 8136; Special Use Permit 1019 Ottawa Street** – City Manager Paul Kramer presented ordinance 8136 for second consideration. The ordinance was presented at the July 28, 2020 Commission meeting and placed on first consideration. There have been no changes since first reading.

**Citizen Comment:**

Robert Patzwald 514 N 11<sup>th</sup> Street:

- Issuance of duplexes has become more of a formality rather than a study
- Does not see that the area needs additional duplexes
- It's hard to maintain a neighborhood with rental rather than owner occupied homes

City Attorney David Waters wanted to clarify the process to over-ride the planning commission recommendation and the options available. Would need a 2/3<sup>rd</sup> vote to override the Planning Commission's recommendation.

Mayor Griswold called the roll and the ordinance passed 3-1 with Commissioner Bauder voting no.

**Second Consideration Ordinance 8137; Special Use Permit 1906 Cleveland Terrace** – City Manager Paul Kramer presented ordinance 8137 for second consideration. The ordinance was presented at the July 28, 2020 Commission meeting and placed on first consideration. There have been no changes since first reading.

Mayor Griswold called the roll and the ordinance passed unanimously 4-0.

**Second Consideration Ordinance 8138; Special Use Permit 4320 Hughes Road** – City Manager Paul Kramer presented ordinance 8138 for second consideration. The ordinance was presented at the July 28, 2020 Commission meeting and placed on first consideration. There have been no changes since first reading.

Mayor Griswold called the roll and the ordinance passed unanimously 4-0.

**Second Consideration Ordinance 8139; CARES Act Funding** – City Manager Paul Kramer presented ordinance 8139 for second consideration. The ordinance was presented at the July 28, 2020 Commission meeting and placed on first consideration. There have been no changes since first reading.

Mayor Griswold called the roll and the ordinance passed unanimously 4-0.

**Second Consideration Ordinance 8140; Special Assessments Unpaid 2018 Stormwater Fees** – City Clerk Carla Williamson presented ordinance 8140 for second consideration. The ordinance was presented at the July 28, 2020 Commission meeting and placed on first consideration. There have been no changes since first reading.

Mayor Griswold called the roll and the ordinance passed unanimously 4-0.

**Second Consideration Ordinance 8141; Special Assessments Unpaid Demolition Costs** – City Clerk Carla Williamson presented ordinance 8141 for second consideration. The ordinance was presented at the July 28, 2020 Commission meeting and placed on first consideration. There have been no changes since first reading.

Mayor Griswold called the roll and the ordinance passed unanimously 4-0.

**Second Consideration Ordinance 8142; Special Assessments Unpaid Nuisance Costs** – City Clerk Carla Williamson presented ordinance 8142 for second consideration. The ordinance was presented at the July 28, 2020 Commission meeting and placed on first consideration. Attachment A has been updated to reflect properties that have paid or been removed. The full ordinance with attachment A will be published in the Leavenworth Times.

Mayor Griswold called the roll and the ordinance passed unanimously 4-0.

#### **NEW BUSINESS:**

**Public Comment:** *emails received by the public for public comment on non-agenda items will be read at this time.*

Email received.

City Clerk Carla Williamson read an email that was received by John B. Baragary for public comment. Mr. Baragary “expressed concern about building a public sidewalk in front of his residence at 1101 Michigan Street. The sidewalk would lead to dead-end on both ends to dead-end not joining to other sidewalks in the neighborhood. Not building the sidewalk would provide a little more dollars to the Leavenworth City budget bringing increase growth by myself and concerned citizens of Leavenworth and thus provide a better economy to our City.”

City Manager Kramer will provide information to the Commission on the issue.

No public comment from in-person attendees.

#### **General Item:**

**Review Unsafe Structure 1109 Spruce Street Damaged by Fire** – Public Works Director Mike McDonald reviewed the progress of work completed on the property. The City Commission granted a 90-day extension at the public hearing held on May 12, 2020. At the time of the writing of the policy report staff reported that exterior repairs are close to being completed and interior work has progressed but not all of the electrical, mechanical and plumbing work has been completed and recommends granting an additional 90-day extension to complete the repairs. Staff reviewed the status of the repairs on August 11, 2020 and

now recommends to the commission to release the insurance proceeds as work has progressed to an acceptable point.

Commissioner Bauder moved to release the insurance proceeds in the amount of \$10,500.00 to previous owner and remove the property from the unsafe/dangerous list. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

### **Public Hearing – Unsafe/Dangerous Fire Damaged Structure 723 S. 10<sup>th</sup> Street**

- **Open Public Hearing:** Commissioner Bauder moved to open the public hearing. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.
- **Staff Comments:** Public Works Director reviewed the property at 723 S 10<sup>th</sup> Street that was damaged by fire on April 3, 2020. On June 23, 2020, the City Commission approved Resolution B-2255 setting the public hearing for August 11, 2020. The City received \$22,753.74 in insurance proceeds from the insurance company. The money will be returned to the property owner when repairs have been completed to the point the City typically releases the funds. A building permit as issued on May 13, 2020 and significant work has been completed. Roof structure has been replaced, windows installed and interior works has progressed to the point that wall finish has been installed and painting has begun. Exterior siding not yet available due to manufacturing delays. Staff recommends 90-days be granted to complete repairs.
- **Public Comments:**  
**Christopher Miller with ATP Restoration (contractor)**
  - Has siding will be in next week
  - Within 14 days all siding complete
  - All work completed by September 1
- **Close Public Hearing:** Commissioner Wilson moved to close the public hearing. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.
- **Adopt Resolution B-2259** - Commissioner Preisinger moved to adopt Resolution B-2259 giving owners 90 days to complete the repairs. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

**Consider Diagonal Parking 400 Block of Chestnut Street; First United Methodist Church** - Public Works Director Mike McDonald presented for consideration a request from the First United Methodist Church to construct new off-street diagonal parking in the street right-of-way in the 400 block of Chestnut Street. The new parking will require the granting of a sidewalk easement for the new sidewalk to be installed on the north side of the Chestnut Street parking. The construction of the new parking will meet current City standards to include new sidewalks and ADA ramps as required. City Staff will provide construction inspection of all improvement in the right-of-way.

### **Ed Garven Director of Operations for the Church:**

- Has submitted the easement paperwork to the city
- This will expand the parking space for the church
- They plan to improve the sidewalk in the area as well and will submit an with application for a cost share with the City

Commissioner Bauder moved to approve the conversion of the on-street parallel parking to diagonal parking in the right-of-way on Chestnut Street and accept the sidewalk easement as presented in the attached documents. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

### **Public Hearing – 2021 Budget & Capital Improvement Plan (CIP)**

- **Open Public Hearing:** Commissioner Preisinger moved to open the public hearing. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.
- **Staff Comments** City Manager Paul Kramer presented the 2021 Operating Budget (January 1, 2021 to December 31, 2021) and 2021-2025 CIP. Per state statute, a public hearing must be held before adopting the budget. The following items were highlighted:
  - July 10, 2020 open meeting budget work session was held
  - 2021 budget was crafted in the most fiscally uncertain period in recent history due to the pandemic
  - 2020 sales tax shortfalls to take into consideration with limited data
  - Balance budget as required by state law
  - 2021 sales tax unknown; however Leavenworth has not been impacted as much as some neighboring cities
  - CARES Act funding not counted on until received but can use them for shortfalls if/when funds are received
  - Reserves maintained to preserve bond ratings
  - No rate increase for refuse for 2021
  - Small rate increase for wastewater of 3% for 2021
  - No cuts to police, fire, code enforcement and other departmental budgets
  - Focus on roads and a few parks programs but will keep roads projects budget at \$2 million
  - Police data storage
  - Fire and police fleet
  - Debt payment allocations
  - Tiered approach of CIP if funds are available
- **Close Public Hearing:** Commissioner Preisinger moved to close the public hearing. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.
- **Adopt 2021 Budget and 2021-2025 CIP:** Commissioner Preisinger moved to adopt the 2021 Budget and 2021-2025 CIP as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

- **Adopt Resolution B-2260; 2021 Housing Budget-** Commissioner Preisinger moved to adopt Resolution B-2260; 2021 Housing Budget. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

#### **Resolution:**

**Resolution B-2261 Declaring Necessity to Appropriate Private Property Connected with the 16<sup>th</sup> Terrance & Thornton Phase 2 and Phase 3 Drainage Project** – Public Works Director Mike McDonald presented for consideration Resolution B-2261 to start the process of appropriation of private property for public purposes on the 16<sup>th</sup> Terrance & Thornton Phase 2 and Phase 3 Drainage Project. The project is expected to begin construction in fall 2020. The plans have identified thirty (30) properties with thirty (30) temporary and four (4) permanent easements necessary to allow construction of the project. Staff has mailed packets containing information with easement diagrams to all property owners on record and had at least one on-site meeting with property owners to discuss the project. Several documents have been returned by the owners however, seventeen (17) property owners with nineteen (19) easements have not been signed. The remaining easements are necessary for the construction of the project to begin.

Commissioner Preisinger moved to adopt Resolution B-2261 regarding the appropriation of private property for public purpose. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

#### **Bids, Contracts and Agreements:**

**Consider Contract with SCS Engineers; Soil Testing Former City Garage Site North of 3<sup>rd</sup> and Marion Streets** - Public Works Director Mike McDonald presented for consideration a contract with SCS Engineers for an Action Plan to enter the Kansas Department of Health & Environment (KDHE) Voluntary Cleanup Program. Staff recommends approval of the action plan in an amount not to exceed \$33,248.00.

Doug Dreiling with SCS Engineers participated in via teleconference. Mr. Dreiling reviewed the history of the property and discussed the project. The analysis of the property came about as a result of the Price Chopper redevelopment property transaction.

Commissioner Preisinger moved to approve the action plan submitted by SCS Engineering for the soil testing at the former City garage site north of 3<sup>rd</sup> and Marion Street in an amount not to exceed \$33,248.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

**Consider Award of the 2020/2021 Salt Bid** - Public Works Director Mike McDonald presented for consideration the award of the 2020-2021 Salt Bid with Independent Salt Company using the Leavenworth County bid at \$60.13 per ton for 1,500 tons totaling \$90,195.00. Leavenworth County opened their bids on July 28, 2020 and the County Commission approved the low bid by Independent Salt Company. The bid specification prepared by the County allows Cities within the County to purchase salt at the awarded bid price.



Commissioner Wilson moved to approve the Leavenworth County bid for rock salt at \$60.13 per ton for 1,500 tons, totaling \$90,195.00 with Independent Salt Company. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

**CONSENT AGENDA:**

Commissioner Bauder moved to approve claims for July 25, 2020, through August 7, 2020, in the amount of \$1,501,816.90; Net amount for Payroll #16 effective July 31, 2020, in the amount of \$347,231.28 (No Police & Fire Pension). Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

**Other:**

**City Manager Paul Kramer:**

- Stubby Park is open and full of patrons; permanent fence being installed today
- Stubby Park restroom will be cleaned twice a week due to the extra usage of the park
- Will go before the Board of County Commissioners to advocate for a fully signalized intersection at 20<sup>th</sup> and Eisenhower
- Current County base bid that went out for the Eisenhower improvement does not contain signal lights at 20<sup>th</sup> & Eisenhower and no pedestrian considerations with no traffic signal
- No Study Session on August 18, 2020. A joint City Commission and Planning Commission meeting was planned with consultants on the comprehensive plan however the consultants are not quite ready
- Working with Senator Moran's office for an event next week regarding the announcement of the new federal medium security prison in Leavenworth. Part of the event will be open to the public.

**Commissioner Preisinger:**

- Asked Mr. Kramer to confirm that there is a signed Memorandum of Understanding (MOU) signed by the County, the City of Leavenworth and the City of Lansing agreeing to signalization at 20<sup>th</sup> and Eisenhower intersection
  - Mr. Kramer stated that without the MOU in front of him the general wording is necessary and appropriate traffic control up to and including a fully signalized traffic signal. In the opinion of the City Manager, traffic signals are both necessary and appropriate.
- Stated that the City did enter into some litigation to enforce the MOU last year and the ruling was since no action had been done there was nothing to sue for because we cannot sue for what someone might do. Commissioner Preisinger asked Mr. Kramer if that was correct.
  - Mr. Kramer and City Attorney David Waters confirmed that was correct, there was no adverse action at the time

**Mayor Griswold:**

- Facebook live tomorrow with USD 435 and school opening and with a Subject Matter Expert on women's suffrage

**Adjournment:**

Commissioner Preisinger moved to adjourn the meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved.

Time Meeting Adjourned 8:42 p.m.  
Minutes taken by City Clerk Carla K. Williamson, CMC

**POLICY REPORT  
AMEND MINUTES FROM THE JUNE 23, 2020  
REGULAR CITY COMMISSION MEETING**

August 25, 2020

  
Carla K. Williamson, CMC City Clerk

  
Paul Kramer, City Manager

**ISSUE:**

Amend the Minutes from the June 23, 2020 regular City Commission meeting specifically, the motion on the 1145 Vilas Street Right of Way Appeal.

**BACKGROUND:**

On June 23, 2020 the City Commission met for a regular meeting. Under General Items the City Commission reviewed and considered the "1145 Vilas Street Right of Way Appeal". Comments were made by the Jayson and Alice Stewart along with city staff and City Attorney David E. Waters. Most participants attended the meeting virtually via GoToMeeting. At the conclusion, Commissioner Preisinger entered a motion. Due to audio difficulties, the motion recorded did not accurately reflect the final motion. The City Clerk and multiple staff members have reviewed the video of the meeting to provide a corrected motion.

Staff presents the following correction to amend the minutes from the June 23, 2020 regular City Commission meeting.

Commissioner Preisinger moved to compromise on the appeal of the Stewart's at 1145 Vilas **to direct staff to work directly with the Stewarts to arrange landscaping as discussed tonight and come to an agreement.** ~~on the lower wall of the landscaping blocks east to west to two (2) landscaping blocks and~~ Request for the retaining wall on east side of driveway is denied. This will include authorizing staff to work with the Stewarts to enter into a hold harmless agreement to be recorded and filed with the property. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**RECOMMENDATION:**

Staff recommends amending the minutes of the June 23, 2020 City Commission meeting with the corrected motion presented.

**ACTION:**

Motion to amend the June 23, 2020 City Commission minutes as presented.

**ATTACHMENT:**

June 23, 2020 City Commission Regular Meeting Minutes



**CALL TO ORDER** - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Myron J. (Mike) Griswold, Mayor Pro-Tem Nancy Bauder and Commissioner Camalla Leonhard. The following commission members attended via teleconference: Commissioners Mark Preisinger and Jermaine Wilson.

**Others present in the commission chambers:** City Manager Paul Kramer, Assistant City Manager Taylour Tedder and City Clerk Carla K. Williamson.

**Other members participating via teleconference:** Public Works Director Mike McDonald, Deputy Public Works Director Mike Hooper, Finance Director Ruby Maline, Community Development Coordinator Mary Dwyer, Planning and Community Development Director Julie Hurley, Chief Building Inspector Harold (Hal) Burdette, Rental Property Coordinator Lawrence Levine and City Attorney David E. Waters.

Mayor Griswold read the following notice:

Due to the restriction of social distancing to mitigate the spread of COVID-19, the City Commission meeting will not be open to the public. In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed live on Channel 2 and via Facebook Live. Questions on agenda items will be read during discussion on that topic. Submit your question to [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 6:00 pm on June 23. Members of the public wishing to receive agenda notifications can contact the city clerk [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) to be added to the agenda email distribution list. Agendas are available for viewing on the city website [www.leavenworthks.org](http://www.leavenworthks.org).

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

**Mayor's Award:**

Mayor Griswold presented the Mayor's Award to Father David McEvoy

**New Employee Welcome:**

Mayor Griswold announced the following newly hired City of Leavenworth employees:

- Sylis Bohannon-Police Officer
- Brittany Swanbeck-Police Officer
- Timothy Moore-WPC Operator I
- Ronald Gunter-Stormwater Equipment Operator I
- Jesse Breen-Firefighter
- Garrett Kruger-Firefighter
- Grace Kortchmar-Police Officer
- Mitchell Braget-GIS Technician
- Heidi Walther-PT HR Administrative Clerk
- Matthew Weis-Police Officer

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

Commissioner Leonhard moved to approve the minutes from the June 9, 2020 regular meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

## **Second Consideration Ordinance:**

**Second Consideration Ordinance 8129 Vacation Meadow Lane Street Right of Way** – City Clerk Carla Williamson presented ordinance 8129 for second consideration. The ordinance was presented at the June 9, 2020 Commission meeting and placed on first consideration. There have been no changes since first reading.

Mayor Griswold called the roll and the ordinance passed unanimously 5-0.

## **Other Old Business:**

**Correct Claims Consent Agenda from June 9, 2020** – City Manager Paul Kramer presented for correction to the consent agenda from the June 9, 2020 the corrected amount for net payroll #12. The amount was reported as \$224,165.26. The correct amount was \$330,493.75. A motion is required to correct the claims previously approved.

Commissioner Bauder moved to correct the claims approved on June 9, 2020 to read as follows: Claims for May 23, 2020, through June 5, 2020, in the amount of \$2,707,406.20; net amount for payroll #12 effective June 5, 2020 in the amount of \$330,493.75 (no police & fire pension). Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

## **NEW BUSINESS:**

**Public Comment:** *emails received by the public for public comment on non-agenda items will be read at this time.* None received.

## **General Items:**

**1145 Vilas Street Right of Way Appeal** – City Manager Paul Kramer presented to the Commission the issue of modular block wall being constructed in the street right-of-way in front of the residence at 1145 Vilas Street.

City Attorney David Waters gave an overview of public right-of-way and the purpose of the use of right-of-way and easements.

The matter was brought to the attention of the Public Works Department on June 8, 2020. The owner of the property, Mr. Stewart was notified by city staff that the construction of the wall was not allowed in the public right-of-way. Mr. Stewart was informed of his ability to seek an exception for the construction and he was informed that Public Works would not support an exception/variance. Public right-of-way is reserved for public infrastructure, designed to provide a buffer between vehicles and pedestrian traffic and private improvements such as walls create a safety/liability issue to the public and private owner. In addition, the owner's construction is located in an easement.

Staff recommends that the Commission deny the appeal to allow construction in the right-of-way.

Jayson and Alice Stewart owners of 1145 Vilas Street attended virtually via GoToMeeting.

- Does not feel they are impeding anything
- Safety Concerns with driveway
- Wanted to install a landscaping elements
- Had conversations with Public Works regarding the project

Commissioner Wilson asked Mr. Stewart if he felt there was miscommunications with public works. Mr. Stewart stated that there was due to the fact that he made changes that were not in compliance.

Commissioner Preisinger

- Met with the Stewart's at their house and discussed the situation
- Many properties have easements but the property in questions is not an easement it is city property
- The work that has been done is very nice work but has an issue with the work done on city property
- Perhaps there could be a compromise on landscaping further east and would have to hold the city harmless if allowed to use
- Retaining wall goes right through the right-of-way and does not think we should allow and too much of a permanent structure and not in favor of allowing a retaining wall

City Attorney said if allowed it should be put in writing, filed, and recorded with the property for the use of the right-of-way and any future owners on notice of the agreement and property owners hold harmless to the city.

Commissioner Leonhard:

- In favor of a compromise.

City Manager Kramer overview:

- Landscaping is something that is movable and can be removed at a moment's notice for use of the property
- Possible border for the mulch or border for the area is an example of a movable item
- Recommends one landscaping block in the ground and one block visible to hold the landscaping would be acceptable
- The area along the driveway with a retaining wall would be excessive and should not be allowed
- Hold harmless should be prepared by the Stewarts at their cost and approved by our City Attorney

Commissioner Preisinger moved to compromise on the appeal of the Stewart's at 1145 Vilas to direct staff to work directly with the Stewarts to arrange landscaping as discussed tonight and come to an agreement. Request for the retaining wall on east side of driveway is denied. This will include authorizing staff to work with the Stewarts to enter into a hold harmless agreement to be recorded and filed with the property. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Consider Request for Cereal Malt Beverage License 501 Limit** – City Clerk Carla Williamson presented for approval a request for a 2020 off-premise Cereal Malt Beverage license for Shop Smart LLC at 501 Limit due to change in ownership.

Commissioner Leonhard moved to approve the off premise Cereal Malt Beverage License for Shop Smart LLC at 501 Limit Street Leavenworth Kansas. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Resolutions:**

**Resolution B-2254 Community Development Block Grant (CDBG) 2020-2021 Annual Action Plan** – Community Development Coordinator Mary Dwyer presented for consideration Resolution B-2254 adopting the 2020-2021 Annual Action Plan for the City of Leavenworth CDBG.

Commissioner Bauder moved to adopt Resolution B-2254 authorizing the submission of the 2020-2021 Annual Action Plan. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Resolution B-2255 Setting the Public Hearing for Fire Damaged House at 723 S 10<sup>th</sup> Street** – Public Works Director Mike McDonald presented for consideration Resolution B-2255 Setting the public hearing date as August 11, 2020 regarding the unsafe structure located at 723 S 10<sup>th</sup> Street.

Commissioner Leonhard moved to adopt Resolution B-2255 setting August 11, 2020 as the date for the public hearing regarding the unsafe structure located at 723 S 10<sup>th</sup> Street. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Resolution B-2256 Setting the Public Hearing to Consider Establishing a Redevelopment District (Price Chopper)** – City Manager Paul Kramer presented for consideration Resolution B-2256 setting July 28, 2020 for the public hearing to consider creating the Price Chopper Tax Incremental Financing (TIF) District. Pete Heaven, representing Super Market Developers, attended the meeting virtually via GoToMeeting.

Commissioner Leonhard moved to adopt Resolution B-2256 setting July 28, 2020 as the public hearing date to consider the Price Chopper Redevelopment District. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Bids, Contracts and Agreements:**

**Consider Bids for Cody Park Sewer Crossing & Bank Stabilization Project** – Public Works Director Mike McDonald presented the bids for the Code Park Sewer Crossing & Bank Stabilization Project. Staff recommends accepting the low bid from Linaweaver Construction in the amount of \$200,200.00. Bids were opened on June 17, 2020 and were as follows:

<u>Company</u>	<u>City</u>	<u>Total Bid</u>
Linaweaver Construction	Lansing KS	\$200,200.00
Mega KS	North Kansas City MO	\$203,146.00
Westland Construction	Basehor KS	\$213,982.00
Kissick Construction	Kansas City MO	\$332,020.00
	Engineer's Estimate:	\$278,660.00

Commissioner Bauder moved to accept the low bid from Linaweaver Construction in the amount of \$200,200.00 for the Cody Park Sewer Crossing & Stream Bank Stabilization Project. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**First Consideration Ordinances:**

**First Consideration Ordinance Special Use Permit 1373 Sherman Street Duplex** - Planning and Community Development Director Julie Hurley presented for a consensus to place on first consideration an ordinance to allow for a Special Use of a two-family dwelling in an R1-6 zoning district.

There was a consensus to place on first consideration.

**First Consideration Ordinance Special Use Permit 625 Pawnee Street Duplex** - Planning and Community Development Director Julie Hurley presented for a consensus to place on first consideration an ordinance to allow for a Special Use construction of a two-family dwelling in an R1-6 zoning district.

There was a consensus to place on first consideration.

**First Consideration Ordinance Development Regulations Text Amendments** - Planning and Community Development Director Julie Hurley presented for a consensus to place on first consideration an ordinance amending sections 2.02, 4.03, 4.04, 6.08, 8.11, Article 12 and Appendix A of the Development Regulations.

There was a consensus to place on first consideration.

**Other Agenda Items:**

**Tenant Based Rental Assistance Funds** - Rental Property Coordinator Lawrence Levine presented for consideration authorization for city staff to apply for Tenant Based Rental Assistance (TBRA) grant funds from the Kansas Housing Resources Corporation.

Commissioner Leonhard moved to authorize city staff to apply for Tenant Based Rental Assistance funds from the Kansas Housing Resources Corporation. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**CONSENT AGENDA:**

Commissioner Leonhard moved to approve claims for June 6, 2020, through June 19, 2020, in the amount of \$2,567,622.33; Net amount for Payroll #13 effective June 19, 2020, in the amount of \$336,402.30 (Includes Police & Fire Pension in the amount of \$11, 839.36). Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Other:**

**Adjournment:**

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



Time Meeting Adjourned 8:49 p.m.  
Minutes taken by City Clerk Carla K. Williamson, CMC

**POLICY REPORT  
PUBLIC HEARING  
CREATION OF A COMMUNITY IMPROVEMENT DISTRICT  
LUXURY AND IMPORTS 5239 S. 4<sup>th</sup> STREET**

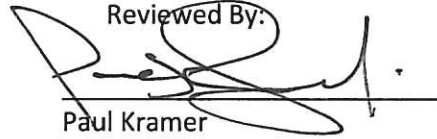
**AUGUST 25, 2020**

Prepared By:



Taylor Tedder  
Assistant City Manager

Reviewed By:



Paul Kramer  
City Manager

**ISSUE:**

The issue before the Commission is a public hearing for the creation of a Community Improvement District (CID) in the area generally located at the northeast corner of 4<sup>th</sup> Street and Eisenhower Road in the City of Leavenworth.

**BACKGROUND:**

Petition and Notice:

- On May 1, 2020 a petition signed by Ted A. Rea, Rea Holdings, LLC, was filed with the City Clerk proposing the creation of a Community Improvement District.
- The Improvement District is generally located at 5239 S. 4th Street (the northeast corner of 4th Street and Eisenhower Road).
- The petition requests that the City levy a CID sales tax with the Improvement District. The CID sales tax would be imposed on the selling of tangible personal property at retail or rendering or furnishing services within the CID at .45% for a period of no more than 22 years.
- The petition proposed method is a CID pay-as-you-go financing to pay for or reimburse costs of the project.
- On July 28, 2020, the City Commission adopted Resolution B-2258 setting the Public Hearing as August 25, 2020 for the proposed Community Improvement District.
- Notice of Public Hearing, Resolution B-2258 was published once each week for two (2) consecutive weeks in The Leavenworth Times on August 8, 2020 and August 15, 2020.
- On August 6, 2020, Resolution B-2258 was sent via certified mail to all property owners in CID.

**ACTION REQUIRED:**

- Following the public hearing, the City Commission may approve the CID by ordinance (first reading) by consensus.
- Second Consideration (second reading) will follow on September 8, 2020 to adopt the ordinance by majority vote.

**ATTACHMENTS:**

1. Draft Ordinance
2. Application for the Creation of a Community Improvement District

(Published in *The Leavenworth Times* on \_\_\_\_\_, 2020)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LEAVENWORTH, KANSAS CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.**

**WHEREAS**, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), cities and counties are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may expended, and to levy a community improvement district sales tax and/or levy special assessments upon the property within such community improvement districts; and

**WHEREAS**, a petition (the "Petition") signed by Rea Holdings, LLC, and/or Ted A. Rea, Inc., d/b/a Luxury & Imports (together, the "Petitioners"), was filed with the City Clerk of the City of Leavenworth, Kansas (the "City") in accordance with the Act, which Petition proposed the creation of a community improvement district (the "District") under the Act and the imposition of a three-quarters of one percent (0.75%) community improvement district (CID) sales tax therein (the "CID Sales Tax"), in order to assist in financing costs of the Project (defined below); and

**WHEREAS**, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

**WHEREAS**, the City Commission of the City of Leavenworth, Kansas (the "City Commission") intends to create the District and to levy the CID Sales Tax as requested in the Petition; and

**WHEREAS**, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official City newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

**WHEREAS**, the City Commission adopted Resolution No. B-2258 on July 28, 2020, directing that a public hearing on the proposed District within the City be held on August 25, 2020, declaring its intent to impose the CID Sales Tax, and requiring that the Clerk for the City of Leavenworth, Kansas provide for notice of such public hearing as set forth in the Act; and

**WHEREAS**, notice of the public hearing containing the following information: (a) the time and place of the hearing, (b) the general nature of the Project, (c) the estimated cost of the Project, (d) the proposed method of financing the Project, (e) the proposed amount of the CID Sales Tax, (f) a map of the proposed District, and (g) a legal description of the proposed District, was mailed to all property owners within the proposed District on August 6, 2020, and published once each

week for two (2) consecutive weeks in *The Leavenworth Times*, the official City newspaper, on August 8, 2020 and August 15, 2020; and

**WHEREAS**, on August 25, 2020, the City Commission conducted a public hearing on the proposed District, the proposed Project, and estimated costs thereof and the method of financing the same, all in accordance with the Act; and

**WHEREAS**, the City Commission hereby finds and determines it to be advisable to create the District, authorize the Project, approve the estimated cost of the Project, and approve the method of financing the same, all in accordance with the provisions of the Act.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LEAVENWORTH, KANSAS:**

**Section 1. Creation of District.** The City Commission hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the District within the City. Provided, that the City Commission's approval and creation of the District is conditioned and contingent upon the proposed developers of the Project, the above-named Petitioners, and the City of Leavenworth, Kansas, entering into and fully-executing a Development Agreement by no later than September 11, 2020, on terms which are mutually satisfactory to City and such developers. A map generally outlining the boundaries of the District is attached hereto as **Exhibit A** and incorporated herein by reference. The legal description of the District is set forth on **Exhibit B**, attached hereto and incorporated herein by reference.

**Section 2. Authorization of Project.** The general nature of the project to be funded by the proposed community improvement district (the "**Project**") is to redevelop and improve certain real property generally located at the northeast corner of 4th Street/U.S. Hwy. 7 and Eisenhower Road in the City of Leavenworth, Kansas. The Project may be described in a general manner as consisting of improvements to and expansion of an automobile dealership and service center, and all associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities, and any other items allowable under K.S.A. 12-6a26 *et seq.*, which Project is hereby authorized.

**Section 3. Approval of Estimated Cost of the Project.** The estimated or probable cost of the Project is approximately \$619,945.58, plus interest accrued on borrowed money, which is hereby approved.

**Section 4. Method of Financing.** It is proposed that the Project be financed through a combination of private equity, private debt, and CID pay-as-you-go financing (as defined in the Act). This method of financing is hereby approved.

**Section 5. Imposition of CID Sales Tax.** In order to provide for the payment of the Project, the City Commission hereby levies the CID Sales Tax within the District in an amount of 0.75% for a period of 22 years, as authorized under the Act.

**Section 6. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the City Commission and publication once in the official City newspaper. Provided, that this Ordinance shall not be published unless and until the above condition regarding the development agreement has been satisfied. If the above condition has not been satisfied by September 11, 2020, this Ordinance shall not be effective, and shall be deemed revoked without further action on the part of the City Commission

**ADOPTED BY THE CITY COMMISSION OF THE CITY OF LEAVENWORTH, KANSAS  
ON SEPTEMBER 9, 2020.**

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Myron J. "Mike" Griswold, Mayor

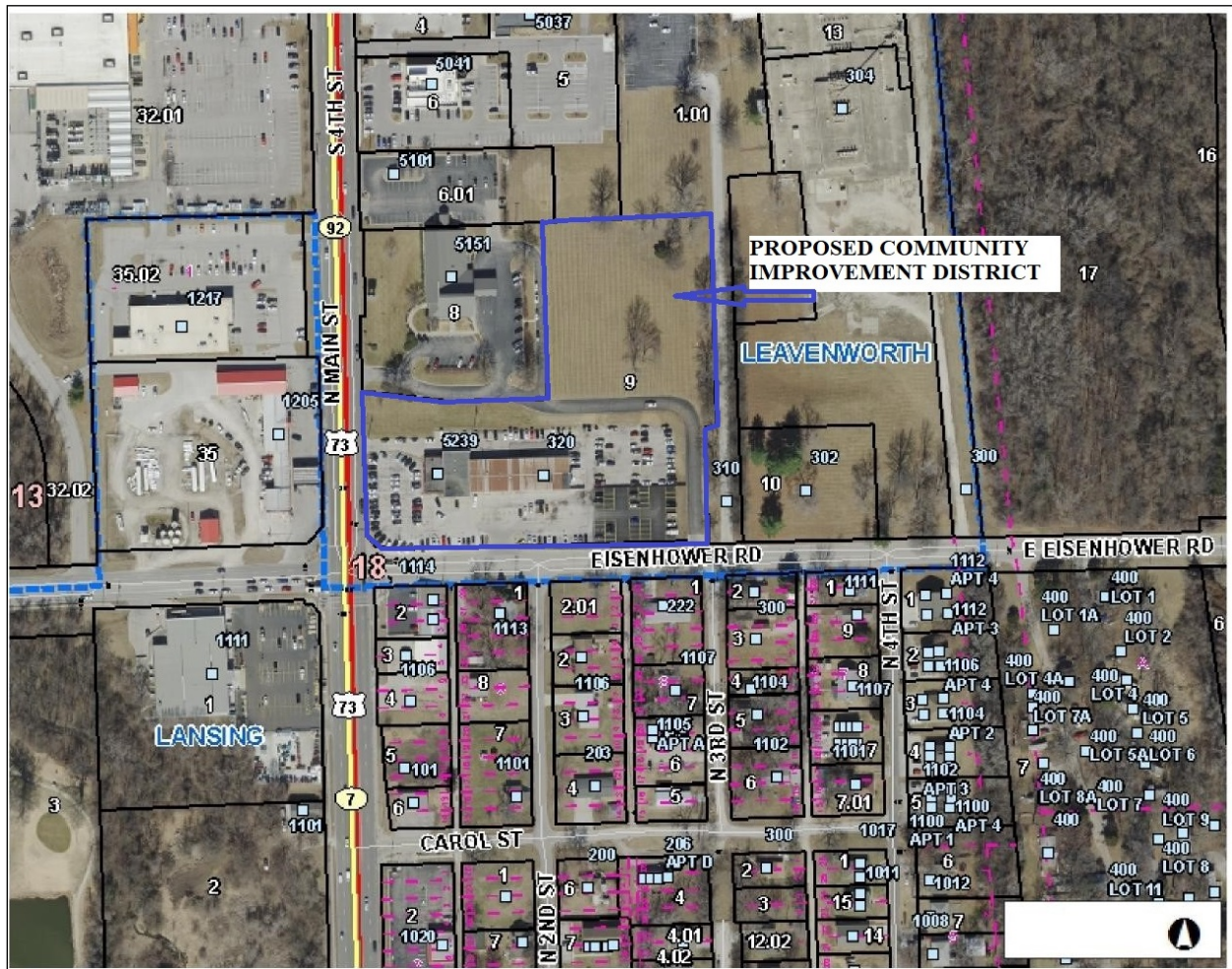
[SEAL]

ATTEST:

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Carla K. Williamson CMC, City Clerk

**EXHIBIT A**  
**Map of District**



**EXHIBIT B**

**Legal Description of District**

**NEW TRACT 1**

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 23 EAST OF THE 6TH P.M. IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE N88°29'59"E, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 33.00 FEET; THENCE N01°34'51"W, A DISTANCE OF 67.91 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF EISENHOWER ROAD AS IT NOW EXISTS AND SAID RIGHT OF WAY OF K-7, ALSO KNOWN TO BE THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE N01°34'51"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 249.66 FEET; THENCE S83°32'31"E, A DISTANCE OF 151.68 FEET; THENCE N88°55'48"E, A DISTANCE OF 171.43 FEET; THENCE N01°28'13"W, A DISTANCE OF 306.48 FEET; THENCE N87°30'02"E, A DISTANCE OF 292.70 FEET; THENCE S01°16'11"E, A DISTANCE OF 368.27 FEET; THENCE S88°29'59"W, A DISTANCE OF 18.76 FEET; THENCE S01°36'40"E, A DISTANCE OF 201.99 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID EISENHOWER ROAD; THENCE S88°29'59"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 38.61 FEET; THENCE N01°36'40"W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET; THENCE S88°29'51"W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 526.88 FEET; THENCE N01°34'51"W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 5.81 FEET; THENCE S88°29'51"W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 12.84 FEET; THENCE N39°17'13"W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 25.96 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.60 ACRES MORE OR LESS



**City of Leavenworth, Kansas**

**Application for Community Improvement District**

City of Leavenworth  
City Clerk's Office

MAY 1 2020

Received by: *[Signature]*

Date: 5/1/2020

**Application for creation of a community improvement district:**

Indicate the type of community improvement district funding sought (check all that apply):

- Community Improvement District (CID) – Sales Tax ~~2.0%~~ <sup>0.45</sup> Proposed
- Community Improvement District (CID) – Special Assessment

**A. Applicant Information**

- a. Project Name: Luxury & Imports NorthEast Property Expansion
- b. Project Address: 5239 S 4th St Leavenworth, KS 66048
- c. Name of Corporation/Partnership: Ted A Rea, Inc. dba Luxury and Imports
  - i. Address: 5239 S 4th St Leavenworth, KS 66048
- d. Primary Contact:
  - i. Name: Ted A Rea
  - ii. Address: 5239 S 4th Street Leavenworth, KS 66048
  - iii. Phone: 913-772-7200
  - iv. Fax: 913-356-9797
  - v. Email: tedrea@luxuryandimports.com

**B. Project Team (to extent applicable)**

- a. Attorney:
  - i. Name: not applicable
  - ii. Address:
  - iii. Phone:
  - iv. Fax:
  - v. Email:





City of Leavenworth, Kansas  
Application for Community Improvement District

b. Construction Contractor:

i. Name: Kaaz Construction

ii. Address: 716 Cherokee St Leavenworth, KS 66048

iii. Phone: 913-682-3550

iv. Fax:

v. Email:

c. Engineer:

i. Name: Napier Engineering

ii. Address: 207 S 5th St Leavenworth, KS 66048

iii. Phone: 913-375-0482

iv. Fax:

v. Email:

a. Architect:

i. Name: not applicable

ii. Address:

iii. Phone:

iv. Fax:

vi. Email:

**C. Applicant Background**

a. Brief summary description of the applicant's business:

Luxury and Imports was established in June 1994. We have been serving the Leavenworth County area as a seller of luxury domestic and import used vehicles. We also provide auto service and body repair.



**City of Leavenworth, Kansas**  
**Application for Community Improvement District**

- b. Attach a list of officers, members, shareholders or partners with more than five percent (5%) interest in the applicant:

Ted A Rea 100% owner

- c. Provide references to demonstrate the applicant's past experience and financial capacity to successfully plan and complete development projects of similar type and scale:

Josh Hoppes : Mutual Savings and Loan Leavenworth, KS 66048  
Rick Schneider Exchange Bank & Trust. Atchison, KS

**D. Project information**

- a. Provide a detailed description of the proposed project, including location, current status of the zoning and uses of the property with proposed changes, site plan, budget and schedule:

Please refer to plan and budget previously submitted.



**City of Leavenworth, Kansas**  
**Application for Community Improvement District**

b. Describe how the project will serve a public purpose:

*Address issues such as:*

- *Enhancement or diversification of the city's economic and tax base*
- *Rehabilitation and redevelopment of existing site*
- *Number and types of jobs created by the project*

The new building and property will further our capacity to serve the surrounding community in service and body shop repairs. We will be able to employ more service techs as well as develop a plot of land that has been empty.

c. Provide a detailed description of the proposed method of funding the project:

*Address issues such as:*

- *Initial funding of project costs by equity or private debt*
- *Details of any proposed CID special assessments, details and term*
- *Details of any proposed CID sales taxes, including amount and anticipated sources of sales tax revenues*
- *Details of any proposed "pay-as-you-go" reimbursements*
- *Details of any proposed bonds authorized under the CID act*

Funding for the project will be provided through bank loans.



City of Leavenworth, Kansas  
Application for Community Improvement District

**E. Other**

The City may require such additional information as determined, in its discretion, in order to consider this application, including, but not limited to, applicant financial information and additional information regarding the proposed project.

**F. Application Fee and Deposit**

Applicants will be required to provide a non-refundable application fee(s) of \$1000 to be paid to the City of Leavenworth.

A further deposit of \$5,000 is required to be placed in escrow pursuant to a funding agreement to be used by the city to complete the analysis of the CID application and proposed funding, and to pay costs associated with attorney's fees, financial advisor fees, and other professional services and expenses incurred by the city in connection with the proposed CID. Should the entire \$5,000 be utilized, the applicant may be required to place additional funds in escrow. Any unused portion of this deposit will be returned to the application.

Applicant acknowledges that the Governing Body of the City of Leavenworth is under no obligation to approve any application for creation of a CID and that the decision is discretionary with the City.

The undersigned; certifies that all information provided with the application is true and correct to the best of the undersigned's knowledge, agrees to update as necessary all information required herein, authorizes the City of Leavenworth to check credit references and verify financial and other information, agrees to provide any additional information as may be requested by the city after the filing of this application, and agrees to provide the application fee, escrow deposit, and to pay the additional funds into escrow as described above.

Applicant Name:

Signature: 

Title:

Date:

Leavenworth, Kansas  
City Clerk  
100 North 5th Street  
Leavenworth, KS 66048  
Welcome

Leavenworth, Kansas  
City Clerk  
100 North 5th Street  
Leavenworth, KS 66048  
Welcome

005314-0002 Staci A. 05/01/2020 04:31PM

005314-0001 Staci A. 05/01/2020 04:30PM

MISCELLANEOUS

Description: GL MANUAL  
ENTRY (MISC19)  
2020 Item: MISC19  
1.0 @ 5,000.00

5,000.00

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5,000.00

Subtotal 5,000.00  
Total 5,000.00

CHECK 5,000.00  
Check Number 082265

Change due 0.00

Paid by: LUXURY & IMPORTS

Comments: ESCROW

Thank you for your payment

CUSTOMER COPY

MISCELLANEOUS

Description: GL MANUAL  
ENTRY (MISC19)  
2020 Item: MISC19  
1.0 @ 1,000.00

1,000.00

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1,000.00

Subtotal 1,000.00  
Total 1,000.00

CHECK 1,000.00  
Check Number 082264

Change due 0.00

Paid by: LUXURY & IMPORTS

Comments: CID APP

Thank you for your payment

CUSTOMER COPY

**POLICY REPORT 20-04**  
**Employee Benefit Plan Renewal**  
**August 25, 2020**

Prepared by:

Reviewed by:

  
\_\_\_\_\_  
Lona M. Lanter  
HR Director

  
\_\_\_\_\_  
Paul R. Kramer  
City Manager

**ISSUE:** Review and approve the recommendation for employee benefit coverages to be effective December 1, 2020.

**STAFF RECOMMENDATION:** Staff recommends renewal with current providers for medical, dental and vision for the new plan year beginning December 1, 2020. Current providers are: United HealthCare for medical and vision coverage and Delta Dental for dental coverage.

**BACKGROUND:** The City has maintained employee medical coverage through United HealthCare since December 1, 2005. UHC continues to demonstrate their ability to provide a long-term strategic partnership in health care with the City.

The renewal bid from UHC, with no plan design changes, came in at a 6.5% premium increase. Based on the renewal quote coming in under budget and the intent to maintain a long-term relationship with one provider, a market search was not conducted for medical coverage.

The final renewal from Delta for 2021 came in with no premium increase and no plan design changes, which is below the budgeted renewal increase. We are no longer under a rate cap guarantee with Delta; however, this had no impact on renewal for 2021.

The final renewal from UHC Vision for 2021 came in with no premium increase and no plan design changes, which is below the budgeted renewal increase. This is the final year for a guaranteed flat renewal with UHC for vision coverage; however, this has no impact on renewal for 2021.

The Employee Council has been provided information on the renewal of medical, dental and vision coverage to take back to their respective departments/divisions for any feedback/comments and no additional feedback was received.

Based on the above information, Staff is recommending the City renew with UHC for medical and vision coverage and renew with Delta Dental for dental coverages, with no plan design changes to any of the plans.

If the Commission approves the Staff recommendations, the renewal date for the medical, dental and vision plans would be December 1, 2020.

This would require employee enrollment for medical, dental and/or vision coverage only for those employees interested in electing coverage, changing plan levels or adding/dropping dependents from coverage.

Open enrollment informational meetings for employees and retirees will be scheduled for the first two weeks in October. Due to protocols and precautions that have been put in place to mitigate the spread of COVID, open enrollment meetings will be set up and scheduled in an effort to reduce the number of people in one location at any given time. The meetings will be held in each of the departments and timeframes will be established for certain groups of employees in an effort to monitor the numbers. We will not have our benefit providers or our community business partners such as Commerce Bank, Frontier Community Credit Union, Grantham University, etc. on-site for any of the open enrollment meetings. Both UHC and Delta have offered virtual meetings or individual consults with employees on an as-needed basis. We will identify employees that want to have these sessions with either vendor and will proceed accordingly with additional virtual meetings, if needed. HR staff will be available at each open enrollment meeting to answer questions or provide additional information if needed.

**BUDGET IMPACT:** UHC is providing a 6.5% increase for medical and Delta Dental and UHC vision are both providing no increase to the current rates. All of the renewals for coverage come in under the 2021 budgeted amount of 8%.

**MAYOR'S APPOINTMENTS**

**August 25, 2020**

**Mayor Griswold**

**Motion:**

*"Move to*

*Appoint to the **City Planning Commission:***

*Joseph Burks and James E. Diggs to unexpired terms ending May 1, 2023; and*

*Reappoint to the **Community Development Advisory Board:***

*Charles Davis, Sister Paula Rose Jauernig and Mike Seufert to term ending August 31, 2023; and*

*Appoint Brian Keeley to a term ending August 31, 2023; and*

*Appoint to the **Deer Management Advisory Committee** Jamie A. Whitworth to an unexpired term ending January 31, 2022.*

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



**POLICY REPORT NO. 20-42  
APPROVE 2021 LANDFILL SERVICES CONTRACT  
WITH WASTE MANAGEMENT**

**August 25, 2020**

Prepared By:



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

Reviewed By:



Paul Kramer,  
City Manager

**ISSUE:**

Consider approval of refuse disposal contract with Waste Management for 2021.

**BACKGROUND:**

The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950s. The City disposes of about 11,500 tons of municipal solid waste each year. This waste is collected by City employees and placed into City-operated trucks and transported to a state-approved disposal site.

The City has hauled MSW to various landfills over the years - most recently the Leavenworth County Transfer Station in 2018. The rates were significantly increased by the County for 2019. City staff conducted a review of options with the City Commission in July 2018, ultimately deciding to bid out landfill services. Waste Management was the low bidder and the City has been using their landfill in Shawnee since January 2019.

Staff has reviewed operational costs and other issues for 2019 and 2020. In general the expectations were found to be correct for additional fuel costs and similar maintenance costs being offset by a better tipping fee. There have been occasional issues with length of turn-around time, truck availability and staffing. Several operational changes implemented in 2019 and 2020 have mitigated the negative aspects observed in 2019. This included revised routes and retaining a sixth truck. Recruiting and retention seem to have been favorably impacted by these changes as well as creation of two "Solid Waste Laborer" positions.

There are other options for solid waste disposal that can be considered over the long term; however, it is recommended that disposal services continue with Waste Management for 2021.

Waste Management has submitted a proposed contract for 2021 of \$25.96/ton beginning in January 2021.

**STAFF RECOMMENDATION:**

The Staff recommends the City Commission approve a contract for landfill services with Waste Management for 2021 in the amount of \$25.96/ton.

**ATTACHMENTS:**

Waste Management Disposal Services Agreement  
Policy Report 18-31



INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT

Table with contract details including COMPANY: Waste Management of Kansas, Inc., Address: 2601 Midwest Drive, Kansas City, KS 66111, Effective Date: Jan. 1, 2021, and CUSTOMER: City of Leavenworth, Kansas.

AGREEMENT

This INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with disposal services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste").

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request.

Company may upon four (4) hours oral or written notice to the Customer, suspend the Wastewater Materials disposal services provided hereunder if, in its sole discretion, Company determines that acceptance of the additional volume of Wastewater Materials is not in Company or Company's affiliate's disposal facility's best interests.

Company shall provide Customer with 24-hour written notice to correct Wastewater Materials delivered to Company for excessive odor or failed to adhere to toxicity characteristic leaching procedure ("TCLP") and paint filter test requirements. Testing results will be provided to Contractor upon request. Customer's personnel will monitor sludge characteristics for nutrients and heavy metals content.

3. TERM OF AGREEMENT. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 12 months, commencing on the Effective Date set forth above (the "Term"); provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed.

5.SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements.

6.COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste.



**7. LIMITED LICENSE TO ENTER.** When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

**8. CHARGES AND PAYMENTS.** Customer shall pay the rates ("Charges") set forth on Exhibit A. Company reserves the right to increase or add Charges payable by Customer hereunder to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. Increases in Charges for reasons other than as provided above require the consent of Customer in writing. Increases to Charges as specified in this Section 7 may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All permitted rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services.

**9. INDEMNIFICATION.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys' fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of the Company provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

To the extent permitted under Kansas law, including but not limited to the Kansas tort claims act, as amended, Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement except for third party claims related to violations of law.

**10. UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

**11. RECYCLING SERVICES.** The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

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(a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

(b) Recyclable Materials may not contain Nonconforming Waste or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

(c) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Nonconforming Waste, and/or all or part of non-conforming loads. In the event costs of processing recyclables exceeds the commodity value, a recyclable material offset will be charged per ton.

**11. ASSIGNMENT & SUBCONTRACTING.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer.

**12. ENTIRE AGREEMENT.** This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.

**13. TERMINATION; LIQUIDATED DAMAGES.** Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

**14. EQUIPMENT.** All equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that



Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

**15. CONFIDENTIALITY.** Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

**16. MISCELLANEOUS.** (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In

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the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys' and expert fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.



**POLICY REPORT PWD NO. 18-31**  
**CONSIDER PROPOSAL FOR SOLID WASTE DISPOSAL SERVICES**

July 24, 2018

Prepared by:



Michael G. McDonald  
Director of Public Works

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950s. The City disposes of about 11,500 tons of municipal solid waste each year. This waste is collected by City employees and placed into City operated trucks and transported to a state approved disposal site.

**BACKGROUND:**

The City operated a landfill on Gilman Road near Lansing until June 1, 1993 when it was closed. This landfill was also identified as the "County Landfill" in many planning documents even though it was operated by the City.

The City-generated MSW was then hauled to various landfills in NE Kansas – primarily Hamms Landfill near Lawrence. When the Leavenworth County transfer station opened in 1998 the City began using the facility. With a few limited exceptions all MSW has been handled by the transfer station since then.

It is important to note that the disposal location of the City MSW is controlled by the City Commission. The City MSW is not required to be part of a county plan since the City had operated a refuse collection and disposal service prior to the implementation of various state regulations.

The need for a county transfer station came from both state regulations for a countywide solid waste plan and ultimately the closure of the City landfill. The county created a committee in the 1980s that studied and toured various facilities for recycling, incineration and other disposal methods although no effort was made to implement any physical improvements. Another committee was formed in the early 1990s that pursued a variety of disposal options, ultimately identifying the need for a transfer station.

The transfer station site was selected to be built south of Gilman Road using the broad funding guidelines shown below. This funding structure was an effort to equitably allocate costs using property taxes, an assessment and tipping fees to all county properties and residents as well as make the rate structure attractive for larger users such as the City and other contract refuse disposal companies. An out-of-county tipping fee was charged to offset the investment by taxpayers to construct and fund the transfer station.

- Costs of initial purchase of the property, purchase of equipment and construction of the site were to be financed by Ad-Valorem Taxes (mil levy).
- Operating costs (personnel, utilities, etc.), equipment maintenance and repair costs, recycling costs, and education/outreach were to be funded from an assessment on all properties that had improvements.
- Disposal costs were to be determined by the lowest bid, and charged to the users at a rate of "cost plus a little bit".

The City Commission found this arrangement to be satisfactory and directed staff to use the transfer station for refuse disposal. Staff was also directed to maintain flexibility of disposal options by continuing to operate larger refuse collection vehicles suitable for "over the road" operations should the rate structure at the transfer station become unsatisfactory.

The table below shows charges for solid waste at the transfer station since 1998:

YEAR	SOLID WASTE PER TON CHARGE
1998	\$19.65
1999	\$20.24
2000	\$20.85
2001	\$21.50
2002	\$22.50
2003	\$23.20
2004	\$23.90
2005	\$24.60
2006	\$25.80
2007	\$27.50
2008	\$28.50
2009	\$28.50
2010	\$31.50
2011	\$31.50
2012	\$31.50
2013	\$31.50
2014	\$31.50
2015	\$33.00
2016	\$33.00
2017	\$33.00
2018	\$35.00

Rates implemented by Leavenworth County and the associated cost for disposals are in the table below (information from Leavenworth County).

	MSW Gate	MSW Leav. City	Hauler	Tonnage Rate
2010	\$31.80	\$31.80	Hamm	
2011	\$33.50	\$30.00	Hamm	
2012	\$33.50	\$31.50	Hamm	28.07
2013	\$33.50	\$31.50	Deffenbaugh	24.41
2014	\$35.00	\$31.50	Deffenbaugh	24.41
2015	\$35.00	\$33.00	Deffenbaugh	24.94
2016	\$35.00	\$33.00	Waste Management	25.69
2017	\$35.00	\$33.00	Waste Management	26.46
2018	\$35.00	\$35.00	Hamm	26.38

The City had concerns as early as 2008 regarding the rates charged at the transfer station. The \$3/ton rate increase effective in 2010 resulted in discussions with the county about the City taking the MSW directly to Hamms Landfill. This ultimately resulted in a reduction from the posted rates of \$2/ton. This reduction was removed in January 2018.

Recent increases are in part due to the stated intent of the County Commission to make the transfer station function on only the revenue from disposal services and reduce or eliminate the assessment fee. Fees charged by the transfer are being raised to \$45/ton in 2019. The county is also removing the surcharge associated with "out-of-county" MSW.

City staff has revisited the costs and benefits of hauling the MSW directly to area landfills. Bids were solicited from several locations. The bid sheets are attached to this policy report. The following responses are for a one-year contract:

Company	Response
Hamms Landfill, Douglas County	MSW - \$30.25/Ton, Sludge \$30.25/Ton, Grit/Special Waste \$15.00/ton for all contract periods.
Waste Management, Shawnee Kansas	All waste \$24/ton for 1-year, \$23/ton for 3-year, \$22/ton for 5-year, subject to possible 3%/year increases.
Leavenworth County	Verbal discussion confirmed the \$45/ton tipping fee. No written response was received
Atchison County	No response

There are other fees that Waste Management charges for different types of solid waste. Discussions with Waste Management staff are that there are no other fees, charges, surcharges or incidental expenses on top of the tipping fee that was quoted for the timeframe noted.

**RECOMMENDATION:**

Staff evaluated the bids and found the bids from Waste Management were the best bids. This is due to the lowest price per ton, and a similar trip length as going to Hamms. Further evaluations of the costs of hauling to Waste Management are shown in the following pages.

Staff recommends considering use of Waste Management for at least one year after a review and approval of the contract by the City Attorney. The bids for three- and five-year time periods are also attractive.

Transportation Duration (Round Trip)	
Company	Duration
Hamm	2 hours
Waste Management	1 hour, 45 minutes

Costs to use the transfer station were calculated assuming slightly more MSW and the same maintenance costs from 2017, same fuel use as 2017 and \$4.00/Gallon for diesel. A simple summary of this calculation is on the next page.



2018 Transfer Station - estimated		
2018	Tonnage Estimation	12,000
	Fee	45
<b>Total Tip Fee</b>		<b>\$540,000</b>
2017	Fuel Gallons	15,006
	Fuel Cost	\$4.00
<b>Total</b>		<b>\$60,025</b>
<b>Maintenance (2017)</b>		<b>\$78,836</b>
<b>Total Cost</b>		<b>\$678,861</b>

There are several significant differences between hauling to the transfer station and hauling to a landfill. The most significant are

- Additional fuel
- Additional maintenance
- Additional time

City has good fuel records for both local trips (collection route and transfer station) as well as for longer trips. Estimates for 2018 are using a \$4.00 cost for diesel fuel.

The additional maintenance for travel to Waste Management is somewhat more complicated by estimating maintenance costs associated with longer trips. It is difficult to translate the per-mile or per-year costs associated with collection and travel to the transfer station (12.6 miles round trip) to the costs associated with travel to Waste Management (58 Miles round trip). The City also had significant engine repair issues on two trucks in 2017 associated with new emission control equipment that impact the maintenance costs. Some internal City costs, information from national publications and from other similar users are used to assume essentially \$15,000 per vehicle, per year as an upper number without any catastrophic repairs.

Annual Maintenance Costs Estimates per Truck	
	Amount
City Refuse Trucks in 2017 (5 trucks, no packer)	\$15,700
City Roll-Off and Water Pollution Control in 2017 (4 trucks)	\$4,500
Class 8 OTR Rule of Thumb (Estimate from literature)	\$15,000
City of Olathe (4 trucks including packer)	\$16,700

City staff opinion is that the refuse collection can continue to operate on a four-day collection cycle each week. There may be some adjustments as to how many trucks are used each day and when trucks are taken to the landfill to ensure efficient operations. There is some expectation that with the growth of the community and increasing tons of MSW that an additional truck and driver may be shown to be necessary over time.

The table below shows the general costs associated with taking MSW to Waste Management Landfill. There may be some costs and details that can be adjusted for a closer analysis if necessary. This evaluation indicates that there is approximately \$200,000 benefit to the City to use the bids from Waste Management to dispose of MSW for the City.

<b>2018 Waste Management – No New Truck (estimate)</b>		
Trip Miles – Roundtrip & Inside Landfill		60
Trips – 2018 Estimate		1,429
Round Trip Miles (Highway)		85,742
In-Town Miles (Route)		18,352
Total Miles (2018 Estimate)		104,095
In-Town Miles	Per Gallon	2.4
Highway Miles		5.4
In-Town	Gallons	7,679
Highway		15,930
Total Gallons		23,608
<b>Fuel Cost</b>		<b>\$94,433</b>
Tons Disposed 2018 Estimate		12,000
Deffenbaugh – Short Term		\$24
<b>Disposal Cost</b>		<b>\$288,000</b>
Additional Driver		N/A
Additional Truck (5 Years)		N/A
Current Maintenance – Truck and Packer (5 Trucks)		\$75,000
<i>Estimate Incremental Maintenance</i>		<i>\$25,000</i>
Potential Additional Costs		<b>\$100,000</b>
Cost for Waste Management (Fuel, Disposal, Extra)		<b>\$482,433</b>
<b>Net Benefit to City Over</b>		<b>\$196,428</b>

**ATTACHMENT:**

- Bid Sheets