



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, FEBRUARY 9, 2021 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
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 view the meeting using one of those options. The Leavenworth City Commission meeting is open to the public with limited seating capacity. To mitigate the spread of COVID-19 face coverings and social distancing is REQUIRED to attend the meeting. To attend the meeting in person, email cwilliamson@firstcity.org no later than 4:00 pm on the day of the meeting to reserve a seat. Seats are available on a first come first serve basis. If you are not attending the meeting but would like to submit public comments to be read during the Public Comments portion of the meeting, or submit comments on an agenda items to be read during discussion on that topic, email your comments to cwilliamson@firstcity.org no later than 6:00 pm on the day of the meeting.

Call to Order – Pledge of Allegiance Followed by Silent Meditation

Proclamations:

- 1. Susan B. Anthony Day, February 15th (pg. 2)

Consideration of Previous Meeting Minutes:

- 2. Minutes from January 26, 2021 Regular Meeting **Action:** Motion (pg. 3)

Second Consideration Ordinances:

- 3. Second Consideration Ordinance 8159 Rezoning 1440 & 1460 Quincy Street **Action:** Roll Call (pg. 17)

NEW BUSINESS:

Public Comment: *(i.e. Items not listed on the agenda or receipt of petitions- **Please state your name and address**)*
Any emails received by the public for public comment on non-agenda items will be read at this time.

General Items:

- 4. Review 504 Miami and 824 Osage Demo Properties Given Extensions at the December 8, 2020 Meeting **Action:** Motion (pg. 20)
- 5. Review Draft 2020 KDHE Annual Report for Stormwater **Action:** None (pg. 29)

Resolutions:

- 6. Resolution B-2276 Set Limits for General Improvements Bonds **Action:** Motion (pg. 49)

Bids, Contracts and Agreements:

- 7. Consider Purchase of Animal Control Replacement Vehicle **Action:** Motion (pg. 51)
- 8. Consider Stormwater Cost Share Agreement with USD 453 **Action:** Motion (pg. 54)
- 9. Consider Design Contract Wilson & Co/700 Block of Pottawatomie Stormwater Improvements **Action:** Motion (pg. 60)

Consent Agenda:

Claims for January 23, 2021, through February 5, 2021, in the amount of \$1,884,336.76; Net amount for Payroll #2 effective January 29, 2021 in the amount of \$334,840.92 (Includes Police & Fire Pension in the amount of \$9,624.04).
Action: Motion

Other:

Adjournment **Action:** Motion

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *During the year 2021, the Leavenworth County Historical Society recognizes the achievements and contributions made in Leavenworth for the Women's Suffrage Movement that promoted Social and political change; and*
- WHEREAS,** *Susan B. Anthony, women's rights activist and sister of Colonel Daniel R. Anthony, first visited Leavenworth in January 1865, advocating the rights of both freed slaves and women, and was a resident in Leavenworth when President Abraham Lincoln was assassinated. Her brother owned the Leavenworth Times; and*
- WHEREAS,** *Leavenworth was the largest city in Kansas in 1867, when it became the first state in The Union to offer a popular referendum on women's suffrage. Susan B. Anthony campaigned here, along with national women's suffrage activists such as Elizabeth Cady Stanton; and*
- WHEREAS,** *Susan B. Anthony successfully led the campaign for women's municipal suffrage in Kansas in 1887, the first State to do so. The bill was signed by Gov. John A. Martin on February 15. She returned to Leavenworth in 1894 for the second state campaign along with other suffrage and state leaders, Rev. Anna H. Shaw, Carrie Catt Chapman, Anna Diggs and Laura Johns; and*
- WHEREAS,** *The nephew of Miss Anthony, Daniel R. Anthony, Jr., voted for the 19th Amendment as a Kansas Congressman and in 1923, introduced the Equal Rights Amendment in Congress.*
- NOW, THEREFORE,** *I, Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby proclaim February 15, 2021 as:*

Susan B. Anthony Day in Leavenworth

and to be annually recognized in subsequent years. I urge all citizens to become familiar with the unique history, services and benefits offered in Leavenworth, the first city of Kansas.

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

Nancy D. Bauder, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk



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

Others present in the commission chambers: City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Police Chief Patrick Kitchens, Director of Planning and Community Development Julie Hurley, City Attorney David E. Waters and City Clerk Carla K. Williamson.

Members participating via teleconference: Public Works Director Mike McDonald, Project Manager Michael Stephan, Finance Director Ruby Maline and WPC Superintendent Tim Guardado.

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

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Leonhard moved to approve the minutes from the January 12, 2021 regular meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Second Consideration Ordinance:

Second Consideration Ordinance 8157 Industrial Revenue Bonds Luxury & Imports – City Clerk Carla Williamson presented the ordinance for approval. The ordinance was placed on first consideration at the January 12, 2021 meeting. Since first reading there have been a couple of minor changes to the ordinance with regards to the ownership reflecting only Rea Holdings LLC and removing the reference to “and/or Ted A. Rea, Inc.” In addition, in Section 2, the interest rate of 5.00% was added and “shall mature not later than the year 2026 was changed to 2025.

Mayor Bauder called the roll and Ordinance 8157 passed unanimously 5-0.

NEW BUSINESS:

Public Comment: *(emails received by the public for public comment on non-agenda items will be read at this time.) No emails were received.*

Ordinances:

Review Ordinance Related to Face Mask Requirements – City Manager Paul Kramer reviewed the matter of the Ordinance 8154 enacted on November 19, 2020. The face mask requirement in the ordinance

expires at 11:59 p.m. on January 31, 2021. At the January 19, 2021 Study Session the City Commission provided a consensus to consider the requirement at the January 26, 2021 meeting in advance of the expiration of the effective term of the ordinance. A draft of a proposed amendment to the ordinance was provided.

Mayor Bauder stated that all persons wishing to comment either in person or by written statement would be limited to 2 minutes. Those with written statement would be read aloud by the City Manager and City Clerk and when the 2 minutes expired the reading would stop however, the entire statement would be included in the record.

The following individuals, who were not present, provided written comment to be read.

Griff Martin – 1512 Cherokee

I spoke with a lady a few weeks back, and she expressed that she was fine with our local economy suffering due to the mask mandate. We CANNOT be fostering this kind of thinking if we want to grow and thrive as a community. If we sincerely care about our business owners in Leavenworth, we must show them, by giving them a chance to decide how they want to run their respective businesses and allow them to vote on the issue of a mask mandate. Thank you for your consideration.

William Bentley – 1912 Evergreen Street

Late last year you held an emergency Commission Meeting, without any consideration to the public you serve! You understand what I am referring to. At that meeting you imposed a mask mandate for the City of Leavenworth that would run until January 26, 2021, this ordinance #8154, made failure to wear a mask a crime with imposed penalties. I found this action by the city commissioners offensive to say the least! Do you not believe that the fine people of this city cannot reasonably understand the coronavirus, whether or not it is serious to them and their loved ones and make their own decisions based on the knowledge they have been given? Wait the commission never presented any information to the public on the coronavirus did they. Maybe that would have been a better option at that meeting, to publish factual information about the coronavirus for the people of City of Leavenworth to read and digest, but that is water under the bridge now. After your so-called emergency meeting a large group of constituents organized and have now submitted to the commission over 800 verified signatures opposing this ordinance. You have 20-days to adopt our ordinance, "The Leavenworth City Constitution Protection Ordinance", which effectively repealed, ordinance #8154 and mandates that any future mask requirements must be submitted to the electors of the City of Leavenworth prior to implementation. Your commission meeting on January 26, 2021 to vote on extending your original ordinance, thus ignoring their hard work will be another slap in the face of your constituents and will be remembered come election time. Willfully ignoring Our Ordinance and the 800 plus voters who signed the petition, could result in further action. I hope that this email and many others finds each of you more reasonable than you have shown to date and you listen carefully to those at your meeting and to the many outside, who have worked hard for the people of this fine city! Something that you were voted to do when you were elected!

Karen Rich - 3105 207th Street

I wish to address you and my fellow men and women honorably and respectfully. Please hear me. The ordinance 8154 is perpetuating fear based on lies and propoganda put forth by media, service

corporations, and unfortunately, our service corporations acting as governments and health care officials. Please read this article before making decision. <https://www.lewrockwell.com/2020/11/joseph-mercola/former-pfizer-science-officer-reveals-great-covid-19-scam/> Illness and death are a part of life. COVID 19 is not the crisis we have been led to believe. If you get the so-called virus, you have a 99.49% chance of survival. There are proven successful treatments. Has the actual virus been isolated and proven to exist? PCR testing does not provide a true diagnosis of illness. The test's inventor stated that the test was for lab use only and is NOT a diagnostic tool. Virtually no one who is asymptomatic has the live virus, but when you run the test at a cycle threshold over 30, meaning you amplify the viral RNA more than 30 times, you end up with a positive test even if the virus is inactive and noninfectious. In other words, you receive false positives. So then, the cases reported are not true in the definition of illness. The vaccine is NOT a cure and is completely experimental. Why would anyone take a brand new biological agent which has not been proven safe or efficacious? Are you aware of the unknown risks associated with this vaccine? That it may cause infertility? Do you know what an antibody dependent enhancement reaction is? Did you know that the vaccine does NOT prevent transmission of said COVID 19? Are you aware that the pharma companies are immune from liability if this experimental vaccine causes harm? Did you know that the CDC is a service corporation holding 20 patents on vaccine technologies? Making them, in the very least, suspect in their motivation and responses to handling illness in the American population? Are you aware that taking the vaccine means you are enrolling yourself into a medical trial? Masks are not protection against disease and may cause more harm than you are intending. Please read re: masks before making decision. <https://mercola.fileburst.com/PDF/ExpertInterviewTranscripts/Interview-DenisRancourt-CanFaceMasksProtectYouFromAerosolParticles.pdf> The men and women residing, working, shopping, traveling etc. in the city of Leavenworth are children of God and are sovereign. Ask yourself, how can a service corporation, which you are representing, which was created as a service to the people be sovereign over the people? Obviously, it cannot! Common law applies to all men and women and dictates that we are all born free to do whatever we choose for ourselves, provided we do not cause harm or loss to another's life, liberty, or property, or their rights to life, liberty or property. The mask ordinance inhibits my right to breathe freely as God intended me to breathe. Unfortunately, you, acting as representatives of a service corporation, are usurping all of our right to breathe freely and thus in breach of common law. Thus you commit an act of trespass against all living men and women by attempting to impose upon us a corporate bylaw/policy. I do not think you intend harm. Unfortunately, you are being misled by lies and propaganda which causes fear and anxiety which leads to cloudy decision making. Think very carefully on this ordinance which impinges on our life, liberty and property, and our rights to life, liberty and property.

Randolph Oberlin – 1015 S 21st Street

Seems to me that all of the measures we were told we had to do to were ineffective and unjustified. After eight weeks of the mandatory mask ordinances the cities in Leavenworth County that we have hundreds more infected every week. Seems like for over a year now the health experts have been telling us that masks, social distancing and restrictions on businesses would stop the virus from spreading. It hasn't worked as advertised. We are now well into insanity territory. You know, doing the same thing over and over again and expecting different results. Around 7% of the population of the county has been infected spread over twelve and a half months. The number that have died from complications with the virus is 43. That's about 0.05% of the county again spread over a year. During this same period, about 3% of those who tested positive have been hospitalized. This is all since the 1st of January 2020. It doesn't sound like much of a pandemic. The mask ordinance should not be extended. It doesn't accomplish

anything useful other than harassing our residents. This should all be voluntary for individuals and businesses.

Jamison Deal – 1415 Ottawa Street

Mayor and City Commissioners,

This Ordinance is based of biased and unscientific information. There have been multiple studies done by which found the masks do not protect the user nor another person. If you truly care about the truth then go seek it for yourselves. Dr. Fauci even said they don't work but changed his tune due to political pressure. We are all adults, grown-ups if you will. The people of Leavenworth nor anywhere else, have the ability to choose for themselves, if they want or need to wear a mask. It is not under the power or authority of you council members to protect ourselves from ourselves. Instead, it may behoove you to work on things that actually matter, such as the incredible amount of crime committed in this city. The fact that when you report your car got stolen, the city police said they can't do anything for 24hrs. I have family in law enforcement and also talked to KCK police and all have agreed that this determination was B.S. Based on 2018 data from city-data.com, Leavenworth crime rate is higher than 93% of all cities in the United States! For being a city of only 35,000ish, in 2018 there was 100 cars stolen, 783 thefts, 247 burglaries and 270 assaults. When a statement is given to the police and they butcher the statement so bad that it is unusable to describe the perpetrator as it is, then you try to fix it and no officer calls or shows up! There needs to be some serious overhaul of how the city police operate and need to be taught how to enforce the laws. Back to the masks, we have been doing just fine without them and I even found a study done by a statistician that found counties and cities with mask mandates and lockdowns had a higher virus transmission rate than those without. It was around 30% higher at the least. This virus has been circulating for over a year and almost a half. The death toll and infection rate has been found to be exaggerated due to fudging numbers to obtain federal money and counting people who tested positive using the PCR test above the 25-cycle threshold which creates a false positive. People who may have issues are the same people who would have issues if the caught the normal cold or the flu. Just because an illness has a different name does not mean the people of Leavenworth or anywhere else have to act any differently. You are not responsible for my health and neither is anyone else. If I wish to not take the risk of catching any virus then I will find other ways to function just like others should do. Society is not responsible for my health and I'm not responsible for anyone else's health. It why we have immune systems. This ordinance and any other virus-related ordinances that strip the population from their ability to choose is unconstitutional as they violate our right to choose and our right to assembly and our right to our pursuit of happiness. These are not privileges that are given by government. These are organic and natural rights and are documented to bind down our leaders from any actions that may violate them. That even includes during a "pandemic" or "civil unrest" or whatever you want to call this. Our rights are forever ours and cannot be circumvented for whatever reason! It's time to let grown-ups be grown-ups and go back to allowing people to use their common sense and their research to make their own decisions. Not be dictated what to do by a committee using a pen to punish their fellow neighbors who don't agree. Do not extend ordinance and address the petition & The Leavenworth Constitutional Protection Ordinance.

The following individuals were present in the Commission Chambers and provided comment:

April Cromer – Leavenworth KS

- Discuss what is going on with businesses
- Many people in the city who want their voices heard

- Emailed all Commissioners and only heard from Commissioner Wilson
- Petition was circulated with over 840 signatures
- People feel the mandate is unconstitutional
- Why did the Commissioner wait until after the election to consider the mandate
- Business owners that have been effected by the mandate
- Business have shut down
- People have been harassed on Facebook

Commissioner Griswold asked Ms. Cromer if she is a resident of City of Leavenworth or Leavenworth County. She stated Leavenworth County.

Peggy Bair – 1917 Westwood Drive, Leavenworth

- Does care about everyone’s opinion
- Today the County Health Department putout new numbers only 45 new cases down from 111
- Why are the numbers down? Because mask protocols are working and numbers are down from the holidays
- Concern is lack of masks; Opponents don’t think masks don’t work and they do work
- Why did they not immediately go down? Because of holiday family gatherings were people ignored the mass gathering protocols
- Home Depot Corporation did their own research and required employees to wear masks, social distance and deep cleaning and it made an impact but they could not force the public to wear a mask since there was no local mask mandate. After the mandate things got better. Not everyone complied but it was better
- If there are traffic laws that people have to follow the mask mandate should be the same

Commission & Staff Comments:

Commissioner Griswold:

- Ordinance 8154 was enacted to mitigate the increase in cases and deaths that were seen in the fall
- This was based off the County Health officers input that something needed to be done to flatten the curve
- Reviewed the moving rates which went up probably due to holidays
- 43 County residents have passed away from COVID-19
- 45 current cases recently reported, which is down
- What factors have contributed?
 - School Districts protocols
 - County Health Department testing
 - Mask ordinance in Leavenworth, Lansing and Tonganoxie
- KU study on use of Masks was cited at the November meeting
- City leaders have a responsibility to lead, especially in times of crises
- Will vote yes to keep the mandate in place and extend

Commissioner Preisinger:

- Want to get back to normal

- Masks are not the only way but a way to get back to normal
- Masks are for the greater good
- Deaths are not the only measure
- Impact on hospitals
- Only 43 deaths in the County but, if 43 fatality accidents at an intersection in a year the city would put in a stop sign before an overpass. Masks are the stop sign waiting on the overpass (vaccine)
- This will be the most defining vote but not the most consequential vote

Commissioner Leonhard:

- It is unfortunate that this has become such a divisive issue
- Intent of the mask ordinance is to protect people
- Several physicians have reached out over time and they are who we should be talking to about the virus-they are the experts
- Would like to have seen more vaccines but we must be patient
- Masks do help slow the spread
- This is a public health crisis

Commissioner Wilson:

- Last month the majority of the Commission voted in favor of the original ordinance
- Cases fluctuate
- Currently they are low but tomorrow could be high
- This has created a division in our community
- Is not against masks, encourages people to wear a mask and social distance
- Saw 90% of people prior to the ordinance wearing a mask and still sees only 90% after the mandate
- Thinks it is unenforceable
- Bothered that fitness facilities have exceptions but churches and pastors at the pulpit have to wear a mask

Mayor Bauder:

- There has been a steady decline in cases in Leavenworth County
- The Governor also extended the disaster declaration to March 31
- The vaccines are coming
- Wearing a mask is a temporary thing
- Herd immunity does not work for this virus and that is why the virus is mutating because it is not under control
- As far as rumors that no Commissioners had responded to emails – Mayor Bauder stated that she replied to Ms. Cromer on July 15, July 21 (twice) and on September 10
- Has been asking for a mask mandate for several months
- As long as Fort Leavenworth, our County Health Officer and physicians ask for a mask mandate, I will go by their advice
- Would like to see the mask mandate extended to March 31, 2021 when the state disaster mandate expires

Chief Kitchens:

- Addressed the issue of the mask mandate and enforcement
- Most of the enforcement was educational by explaining the requirements of the ordinance
- Initially there was confusion on State, County and City requirements
- Officers dealt with 15-18 complaints about mask violations
- The police department is capable of enforcing the ordinance
- It is not an undue burden for the police department
- Does not see the burden changing if the mandate is extended
- Only one citation for outright defiance has been issued and it is working through the court system

Commissioner Preisinger:

- Addressed the argument “if you are afraid of the virus just stay home”
 - That is not an option for everyone; People have to work
 - Referenced the experiment he did at a prior meeting with blowing out a liter with and without a mask on
- Masks mitigates the wearer from giving the virus to another

Commissioner Wilson:

- Still does not understand the exemption for eating at a restaurant or sport but a pastor cannot remove his mask even at a distance from the congregation

City Attorney Waters:

- Based on executive order by Governor Kelly there was not an exemption for churches
- Because the executive order is not adopted by the County the City can draft their own language
- Current ordinance expires on January 31, 2021
- Does not like drafting an ordinance on the fly and would want time to process what language the Commission would want regarding pastors
- Could pass the extension as is and then direct staff to present a new draft with the exemption at a future meeting

Commissioner Preisinger:

- Does not think it is a universal request from all pastors to be excluded from wearing a mask during services

Police Chief Kitchens:

- Can issue a moratorium on enforcement of pastors until the Commission reaches a decision on what they want to do however, please do not create a gap in the ordinance regarding the expiration date.

Commissioner Griswold moved to declare the ordinance an emergency to act on and waive second consideration to take action. Commissioner Leonhard seconded the motion. The motion passed 4-1 with Commissioner Wilson voting no.

Commissioner Griswold moved to pass Ordinance 8158 with an expiration date of March 31, 2021 at 11:59 p.m. Commissioner Leonhard seconded the motion. The motion passed 4-1 with Commissioner Wilson voting no.

First Consideration Ordinance Rezoning 1440 & 1460 Quincy Street - Director of Planning and Community Development Julie Hurley reviewed request on the subject properties are owned by LD Development, LLC. The applicant is requesting a rezoning of their properties from R1-9, Medium Density Single Family Residential to R1-6, High Density Single Family Residential. The two parcels are situated to the north of Quincy Street west of 14th Street, totaling approximately 4.76 acres. 1440 Quincy is currently vacant, and 1460 Quincy is occupied by a single family house. Pending approval of the proposed rezoning and preliminary plat, the existing single family home will be demolished. The Development Review Committee reviewed the project at their December 17, 2020 meeting and discussed items related to utilities, drainage, and improvements to Quincy Street. Utilities are available to the property, and easements will need to be obtained in order to connect to existing utilities to the east. Grading on lots as they are developed will need to direct drainage to the street to be constructed in order for the water to be captured by the stormwater system, instead of away from individual lots and onto adjoining properties, and will be addressed prior to recording of the final plat. No concerns were noted by the Police or Fire Departments. The Planning Commission held a public hearing on January 4, 2021 and voted 4-2 to recommend approval of the request. A protest petition was submitted on January 15, 2021. After City Staff and the City's legal counsel reviewed the petition it was determined to be invalid. The action taken by the Commission shall consider the following:

- a) The Character of the neighborhood;

The subject property is occupied by one single family home. To the north, east and south are other single family subdivisions with lots ranging in size from slightly smaller to slightly larger than those proposed as part of this development. To the west are several large lot residential parcels, each over 3 acres in size.

- b) The zoning and use of properties nearby;

The immediately adjacent properties are zoned R1-9, Medium Density Single Family Residential. Beyond the immediately adjacent properties to the north, east and west are properties zoned R1-6, High Density Single Family Residential. To the northwest is property zoned R-MF, Multi-Family Residential. The majority of surrounding properties are developed with single family homes.

- c) The suitability of the subject property for the uses to which it has been restricted;

The subject property is currently zoned R1-9, Medium Density Single Family Residential, and the property is suitable for single family uses.

- d) The extent to which removal of the restrictions will detrimentally affect nearby property;

The proposed rezoning should have no detrimental effect on nearby property. The majority of concerns expressed to staff by neighbors regarding this proposal involve stormwater drainage that currently occurs from this property onto properties located to the east. The development of the proposed subdivision should positively impact any stormwater issues currently experienced, as the developed lots will be required to direct stormwater runoff to the proposed cul-de-sac to be captured by the stormwater drainage system, instead of directing stormwater runoff onto other properties.

- e) The length of time the subject property has remained vacant as zoned;

The property has always been single-family/vacant in nature.

- f) The relative gain to economic development, public health, safety and welfare by the reduction of the value of the landowner's property as compared to the hardship imposed by such reduction upon the individual landowner;

The proposed rezoning would have a positive effect upon the economic vitality of Leavenworth by increasing the available housing stock

- g) The recommendations of permanent or professional staff;
Staff recommends that the item be approved.

- h) The conformance of the requested change to the adopted or recognized Comprehensive Land Use Plan being utilized by the city;

The subject area is identified as appropriate for Medium Density Residential uses, which is defined as 6,000-9,000 sqft of lot area per dwelling unit. The proposed development provides an average of 9,647 of lot area per dwelling unit as shown on the accompanying preliminary plat, and thus conforms to the adopted Future Land Use Map.

- i) Such other factors as may be relevant to a particular proposed amendment. The factors considered in taking action on any proposed amendment shall be included in the minutes or otherwise be made part of the written record.

No other factors of note.

Mayor Bauder stated that all persons wishing to comment either in person or by written statement would be limited to 2 minutes as with the previous agenda item. Those with written statement will be read aloud by Julie Hurley. When the 2 minutes expires, the reading will stop however, the entire statement will be included in the record.

The following individuals, who were not present, provided written comment to be read.

Kevin and Joan Schavee - 1204 S. 15th Street

Dear Sir/Madam. In reference to Sylvia's Meadow Case No. 2021-01 we oppose rezoning the property. My wife and I have lived at 1204 South 15h Street for 40 plus years. My wife and I helped to pay for the pavement that was laid down on the gravel on 15th street as it was a gravel road when we moved here. My wife and I have watched this neighborhood develop to the south and east of us by Larry Patterson. Nice, well constructed homes on appropriate sized lots. Concern number one. For many years the power to our house was off on so many occasions as I assume the grid was overloaded. Monthly outages if not weekly. Until after many years, 20 years or so, it was finally upgraded. Concern number two. Our water pressure was reduced for many years until they replaced some of the main water lines finally just two summers ago. Concern number three. The added traffic on our street. Speeding coming from the area to our west heading east on Quincy is already a real problem. We expect nothing less from the additional traffic coming from a new subdivision. Which leads to, Concern number four. This entire area receives a lot of foot traffic with pedestrians walking their dogs. Narrow streets. No sidewalks. People walking pets. We just fail to understand the logic that would allow 22 homes into this property that is similar to the cul-de-sac subdivision. Property just to the east on 14th street that has 16 homes. Why place 22 homes into what should be a 16 home subdivision? Surely 16 nice homes on proper sized lots would be valued more than

22 homes on small lots. Is this going to set a precedent for the day development tis done to the area just to the west of this subdivision directly to the north and north west of my home? We are suspect of the motive to do this rezoning. What is truly behind the motivation as the owner is attempting to do this again? It is illogical. Listing as I have above our past problems with developing this area are expected to endure these problem issues again as well as possible unforeseen new problems. Why not, Reasonable homes on reasonable sized lots as found to the east and south of this area? And How about making sure the sewer, water, electrical grid is not diminished this time to the existing homes. This time. We signed the petition circulated opposing this rezoning. Our signatures are valid as are is our concerns over the rezoning for this proposed reduced lot size cul-de-sac subdivision.

Claretta Schneider 1316 S 15th Street

It has come to my attention that a petition that was signed by me and several of my neighbors in opposition of this rezoning was ruled invalid. While I do not know why it was ruled invalid I did see the need for such a document based on the current situation brought on by COVID and the inability to come to the meetings in person (I understand that only the property owner and developer were allowed at the last meeting). Since you did not recognize the petition I will state the obvious. My husband Jim and I oppose this rezoning for a multitude of reasons. Here are a few: We have resided at 1316 South 15th Street for over 36 years. This street has been a much traveled thoroughfare between Quincy and Ohio. The next closest thoroughfare would be Washington. We saw a dramatic increase in traffic when the housing cul-de-sac on South 14th Street was built. Many vehicles coming from 10th Avenue choose to come down Ohio and cut across 15th Street to get to Quincy (versus just taking Quincy) because there are no stops until they get to the corner of 15th and Quincy (Quincy has at least three stops signs). In recent years it has also become a thoroughfare for the LV school district bus route so we see busses driving on it in the morning and again after school. The portion of 15th Street between Quincy and Kansas is quite narrow and has no curbs (unlike 15th between Kansas and Ohio which is wider and has curbs). We are concerned about the increased number of vehicles that will use this street while developing this property into a high density district and we are also concerned with the increased traffic once there are significantly more permanent residents in the area. It was our understanding that prior to when we moved here there was a decision to not widen the street because of the mature trees that would have to be removed. Because the street is narrow there are portions that are questionable if two vehicles traveling in opposite directions can safely pass. In recent years we have seen an increased number of people walking with their dogs and small children on the street. While we welcome seeing folks and saying "Hello" we are concerned with their safety as the street is so narrow and there is more traffic. One would think with such a narrow street people driving on it would show caution and slow down, but the opposite is generally true. Folks are in such a hurry they fly up and down the street. Just check out the intersection of South 15th and Kansas. You can see scrapes on the pavement where vehicles bottom out from hitting the slight bump at a speed of 30 or more mph. Quincy between South 16th and Madison has also become a speedway with the increased traffic. Another area of concern is the utilities in this area. We seem underserved when it comes to proper drainage from runoff (no curbs or storm drains on 15th or Quincy) and the electric grid seems outdated and prone to outages. Another area of concern is, if once you rezone to R1-6 that you will then move to rezone to multifamily. This will not only lead to even more dense population but to lowering of property values and setting the area up for an increase in the crime rate.

This has been a very nice, quiet neighborhood and we would very much like it to remain so. Whether or not you choose to rezone to R1-6 or decide to stay with the current R1-9, I feel you should (at a minimum) look to widen both Quincy and South 15th Streets, install a much needed storm drainage system and put in curbs in order to not only accommodate the increased traffic but to rectify an area of the city in desperate need of updating to meet current use. Please let me know if there will be an opportunity to watch tonight's meeting virtually in real time. Thank you.

The following individuals were present in the Commission Chambers and provided comment:

Robin Hasak – 1324 S 15th Street

- Petition was signed whether it was approved or not
- Why only developer allowed at the meeting
- Fear that once passed it will become cheap townhomes
- Safety issues with traffic
- Called Evergy today and request the number of outages in 2018, 2019 and 2020

Kenneth LaMaster - 1118 S 14th Street

- Comments that there will be no residual effects are incorrect
- Referring to the plat and discussed current water runoff
- Has sent video and pictures about water flow

Terrie Mingo – 1451 Quincy

- Concerns about technical difficulty of the planning and zoning meeting
- No final plat presented yet
- Sees no reason to approve without a final plat
- No reason that the petition was not valid
- There are large plots of land and why is a special use being required

Joshua Hoppes (Represents LD Developers)16028 Gillman Road

- Could be developed with the current zoning with 16 lots could do 18 lots to bring in more housing stock with the rezoning
- This is only the difference of two lots (between 16 and 18 homes)
- Lots are smaller at 9,000-10,000 sq. ft. with a good price point
- Regarding Mr. Mingo's comments about 2007 that the property has gone downhill -They want to demolish and develop the land
- The cul-de-sac will be curb and guttered along with Quincy in front of the development and sidewalk
- By requirements must address the stormwater for that development and cannot dump that water on other properties

Staff Comments

Public Works Director Mike McDonald:

- What is proposed is well within the current guidelines for stormwater control

- Developer is creating a storm basin to address the stormwater
- Public works will monitor and review all plans

City Attorney Waters:

- Reminded the commission that the issue before them is to be based on the factors that Ms. Hurley presented
- Development may come in a separate and future action

Police Chief Kitchens:

- In terms of evaluating the data about speeding, accidents and issuance of citations there have not been any in current year
- The traffic safety committee is always looking at new subdivisions and developments and how that may impact the area

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

There was a request for a 5 minute break at 8:38

The meeting resumed at 8:43

General Items:

Mayor's Appointments

Mayor Bauder moved to reappoint to the Convention & Tourism Committee: Sherry Brown, Wendy Scheidt, Edna Wagner and Lisa Weakley to terms ending January 31, 2024; and appoint Shirley Dickson to a term ending January 31, 2024. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Updates to City Fee Schedule – City Clerk Carla Williamson presented amendments to the City Fee Schedule. Amendments include the addition of Small Cell Facilities fees and amendments to Parks and Recreation fees. If approved the changes will be effective January 27, 2021.

The Small Cell Facilities fees were reviewed at the January 12, 2021 Study Session. The final version will include the following message with regards to annual right of way fees. **The FCC issued a Declaratory Ruling on September 27, 2018, in WT Docket Nos. 17-79 and 17-84 (FCC 18-133, 33 FCC Rc'd 9088) ("FCC Ruling") in which the FCC seeks to limit attachment, franchise and/or other small cell ROW access fees to the "reasonable approximation" of a local jurisdiction's cost for processing applications and managing deployment in the right-of-way, but then also establishes a "safe harbor" annual fee of \$270/site (\$22.50 per month). The City disputes the FCC's authority to establish such fee limitations and notes several jurisdictions have filed legal challenges to the FCC Ruling. Given this status, until and unless a court of competent jurisdiction issues a final, non-appealable order vacating the FCC Ruling or its fee limitations, a provider may opt to pay the City only \$270 per year, per site (\$22.50 per month) towards these fees marked with this asterisk (*), provided it first agrees in writing that, in the event the FCC Ruling or its fee limitations are vacated without any further appeal, the provider shall pay any outstanding balance for said fees within 60 days thereof.*

The Parks and Recreation fees removes various fees for structures, lessons or programs no longer offered along with addition of the fees that have always been in place for the Campground and season passes for the Performing Arts Center which were not listed previously in the fee schedule. Other changes correct errors.

Commissioner Preisinger moved to approve the amendments to the fee schedule as presented. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Approval of the City Sidewalk Cost-Share Program Guidelines – Public Works Director Mike McDonald presented for approval the Sidewalk Cost-Share Program 2021 for Commercial and Residential properties. The Staff reviewed the program at the December 15, 2020 meeting with the incorporated changes. The changes would increase residential property cost share to \$5.00 per sq. ft. and \$10.00 per sq. ft. for commercial property.

Commissioner Leonhard moved to approve an increase in reimbursement for sidewalk replacement completed within the program guidelines (50/50 cost share) to \$5.00 per sq. ft. for residential and \$10.00 per sq. ft. for commercial. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Approval of Change Order No. 1 – Thornton Street Improvement Project – Public Works Director Mike McDonald presented for consideration contract change order no. 1 with Kissick Construction in the amount of \$272,899.42 for a total contract not to exceed \$5,163,961.42 for the Thornton Street Improvement Project.

Commissioner Leonhard moved to approve contract change order No. 1 with Kissick Construction in an amount not to exceed \$272,899.42 for a contract total not to exceed \$5,163,961.42. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Bids for Water Pollution Control (WPC) Chemicals - Public Works Director Mike McDonald presented for consideration the bids for WPC chemicals. Staff recommends approval of the low bids for the following chemicals as shown not to exceed \$57,000.00.

Chemical	Price Paid 2020	Cost for 2021	Vendor for 2021
Ferrous Chloride	\$0.99/lb. Fe	\$0.96/lb. Fe	PVS Technologies Inc.
Hydrogen Peroxide	\$0.315/lb.	\$0.31/lb.	Brenntag Mid-South
Sodium Hypochlorite	\$2.00/gal	\$1.50/gal	Edwards Chemicals
Sodium Hydroxide	\$0.25/lb.	\$0.235/lb.	Brenntag Mid-South
Polymer	\$1.87/lb.	\$1.92/lb.	Atlantic Coast Polymers

Commissioner Preisinger moved to approve bids for chemicals as presented. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Contract for Water Pollution Control (WPC) Trickling Filter #3 Repairs - Public Works Director Mike McDonald presented for consideration the purchase and repair bid from C & B Equipment (formerly Douglas Pump) in the amount of \$37,560.75 for repairs including installation.

Commissioner Leonhard moved to approve the purchase and repair bid from C & B Equipment in the amount of \$37,560.75. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consent Agenda:

Commissioner Wilson moved to approve claims for January 9, 2021, through January 22, 2021, in the amount of \$937,563.74; Net amount for Payroll #1 effective January 15, 2021 in the amount of \$353,226.48 (no Police & Fire Pension). Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Executive Session – Attorney Client Privilege:

Mayor Bauder moved to recess into executive session to discuss legal matters related to a petition 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. The open meeting to resume in the City Commission Chambers at 9:35. City Manager Paul Kramer and City Attorney David E. Waters are requested to be present during the Executive Session. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

The Commission returned to open session at 9:35. Commissioner Preisinger moved to go back into executive session for 10 more minutes. Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

The Commission returned to open session at 9:45 with no action taken.

Other:

Commissioner Leonhard

Announced that the Council on Aging is partnering with Leavenworth County to assist with COVID-19 vaccinations for seniors. Contact the Council on Aging to arrange transportation. The cost is only \$1.00 round trip to and from the County Health Department to get the COVID-19 vaccination.

Adjournment:

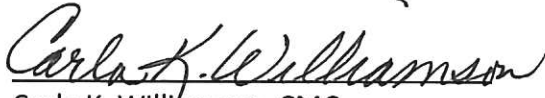
Commissioner Preisinger moved to adjourn the meeting. Commissioner Leonhard seconded the motion and the motion was unanimously approved.

Time Meeting Adjourned 9:47 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8159
REZONING 1440 AND 1460 QUINCY STREET FROM MEDIUM DENSITY SINGLE FAMILY
RESIDENTIAL (R1-9) TO HIGH DENSITY SINGLE FAMILY RESIDENTIAL

FEBRUARY 9, 2021



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the January 26, 2021 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX
A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS
BY REZONING 1440 AND 1460 QUINCY STREET FROM MEDIUM DENSITY
SINGLE FAMILY RESIDENTIAL DISTRICT (R1-9) TO HIGH DENSITY SINGLE
FAMILY RESIDENTIAL DISTRICT (R1-6).**

There have been no changes to the ordinance since first introduced. Ordinance No. 8159 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8159

(Summary Published in the Leavenworth Times on February 12, 2021)

ORDINANCE NO. 8159

AN ORDINANCE AMENDING THE DEVELOPMENT REGULATIONS, APPENDIX A OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS BY REZONING 1440 AND 1460 QUINCY STREET FROM MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (R1-9) TO HIGH DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT (R1-6).

WHEREAS, under the Development Regulations, Appendix A of the Code of Ordinances of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to amend, supplement or change existing zoning regulations within said City; and

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Code of Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 4th day of January 2021 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas. The official date and time set as was published in the Leavenworth Times newspaper on the 10th day of December 2020; and

WHEREAS, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request Rezoning of 1440 and 1460 Quincy Street, Leavenworth Kansas from medium density single family residential district (R1-9) to high density single family residential district (R1-6); and

WHEREAS, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to rezone the property described herein.

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

Section 1: That the following described properties, to-wit, is hereby rezoned from medium density single family residential district (R1-9) to high density single family residential district (R1-6).

TRACT I:

A part of Block 2, FOOTE'S SUBDIVISION TO THE CITY OF LEAVENWORTH, a subdivision in the City of Leavenworth, Leavenworth County, Kansas, more fully described as follows: Beginning at the Southwest corner of Block 2, FOOTE'S SUBDIVISION TO THE CITY OF LEAVENWORTH; THENCE North on the West line of said Block 2 a distance of 132 feet; thence East parallel to the South line of said Block 2, a distance of 132 feet; thence South parallel to the West line of said Block 2, a distance of 132 feet; thence South parallel to the West line of said Block 2, a distance of 132 feet; thence West on the North line of Quincy Street 132 feet to the place of beginning.

TRACT II: All of Block 2, FOOTE'S SUBDIVISION TO THE CITY OF LEAVENWORTH, a subdivision in the City of Leavenworth, Leavenworth County, Kansas;

LESS AND EXCEPT: A tract of land 132 feet North and South by 132 feet East and West more fully described as follows: Beginning at the Southwest corner of Block 2, FOOTE'S SUBDIVISION TO THE CITY OF LEAVENWORTH; THENCE North on the West line of said Block 2 a distance of 132 feet; thence East parallel to the South line of said Block 2, a distance of 132 feet; thence South parallel to the West line of said Block 2, a distance of 132 feet; thence West on the South line of said Block 2, a distance of 132 feet to the place of beginning;

And more commonly referred to as 1440 Quincy and 1460 Quincy Street, Leavenworth, Kansas.

Section 2: That the "Zoning District Map" adopted under the Development Regulations, Appendix A of the Code of Ordinances of the City of Leavenworth, Kansas shall be and the same is hereby amended to conform to the rezoning as set forth in Section 1 above.

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

PASSED and APPROVED by the Governing Body on the 9th day of February 2021.

Nancy D. Bauder, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

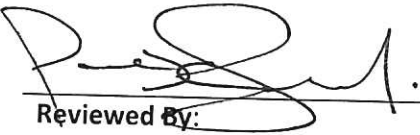
POLICY REPORT

Review Unsafe and Dangerous Structures

February 9, 2021



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



Reviewed By:
Paul Kramer,
City Manager

DISCUSSION

On July 14, 2020, the City Commission adopted Resolution B-2257 regarding demolition of 18 structures. At that time, the Commission voted to grant a 60-day extension to 10 properties, including the 2 listed below. The properties were again reviewed by the City Commission on September 22. At that time, the Commission voted to grant a 30 day extension to the subject properties. The properties were again reviewed by the City Commission on October 27, 2020. At that time, the Commission voted to give the subject properties an extension to December 8, 2020. On December 8, 2020, the properties were reviewed and the Commission voted to grant an extension to February 9, 2020.

At this time, the Commission shall discuss each property individually and provide a consensus on the decision of the Governing Body. The current status of each property is as follows:

1. **504 Miami** – Single family house
Building permit issued on 5/11/2020 for exterior and interior renovations. Front porch has been removed and replaced, upstairs windows on front and rear of house have been replaced. Building permit for new roof issued on 1/13/21. Roof and remaining windows still in need of repair or replacement. Owner has indicated to staff that he has a signed contract with a roofing company to complete the roof repairs. A copy of the accepted roofing proposal is attached to this report.
2. **824 Osage** – Single family house and detached garage
Building permit issued on 5/22/2020 for roof. A 3 month extension on the permit was approved on 10/16/20. Building Inspections staff visited the site on 2/3/21 and indicated that the work that had been performed to that point does not meet building code requirements. Building Inspections staff also sent a letter to the property owner on 2/3/21 indicating that the permit was considered void due to lack of progress on the project. A copy of that letter is attached to this report. Roof, siding, and windows/doors still in need of repair or replacement.

Staff will present current photos of each property during the February 9, 2021 City Commission meeting.

RECOMMENDED ACTION

Motion to proceed with the properties as discussed and agreed to by the Commission and as annotated by the City Clerk



CHRISTIAN BROTHERS ROOFING



7514 North Oak Trafficway · Gladstone · Missouri · 64118 · Phone 816-453-ROOF (7663) · Fax 816-581-6484

Submitted To:
Ramone Muhammad
 504 Miami St
 Leavenworth, KS 66048
 913-638-9802
 soukouna.mi@gmail.com

On:
 1/5/2021

By Estimator:
Daniel Parker
 816-679-4100 Text or Call
 Daniel@453roof.com



GreenSky Financing Available - 0% Or 9.99%

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

Install Complete **Timberline HDZ LT** Roof System On Steep Slopes 8 Sq.

Protect Property To Reduce Risk Of Damage To Home During Roofing Project

Remove Existing Roof System And Dispose Of Material - **3 Layers** Wood Shake

It Is Recommended That A Structural Expert Assess The Attic Support To Ensure That The Roof Framing Will Support A Composition Shingle When Removing The Wood Shakes Or Upgrading To A Heavier Roofing System

- Install 7/16" OSB Over Entire Steep Sloped Roof Area With 'H' Clips & 2" Hitachi 7/16" Staples For OSB Decking
- Install Gutter Apron Painted 2"x3"x10' - 'A' Type At Eave & 'D' Type On Rake white Color
- Install Step Flashing On Vertical Walls With Ice & Water Shield & Kick-Out Flashings & Cut Back Siding Where Needed
- Install IPS Lifetime Plumbing Flanges With Ice & Water Shield
- Install GAF Felt Buster Or Comparable Underlayment
- Install Plastic Cap Nails And Staples To Secure Underlayment
- Install Ice & Water Shield As Underlayment Under All Flashings (Non Drip Edge)
- Install Ice & Water Shield On ALL EAVES Per Leavenworth, KS 66048 Code Requirement [Enforced]
- Install No Flat Surface Or Low Slope System Requested Or Needed 0 Sq.
- Install 1 1/4 Inch Coated Coil Nails At Nail Line Per MFG Specifications (6 Nail Application)
- Install Polyurethane Roofing Sealant

Customer Will Remove Brick Chimney Before New Roof Install, NOT Included in Total Below
Gutters Are Roof Starrrped, New Gutters Will be Needed After Roof Install, NOT Included in Total Below

Main Home ONLY - Lower Front Porch & Lower Back Coverings - NOT Included in Total Below

- Install GAF Pro Starter Undercourse Around Entire Cold Wall - Eaves & RAKES
- Install Timberline HDZ LT Roof System BLACK Color
- Install Color Matching Basic Ridge Cap

Option to Install High Grade Preformed GAF TimberLex Ridge Cap Rather Than Industry Standard Ridge, Additional \$233.33 NO (Yes No)
 Option to Install GAF IntakePro At Eave As Intake Vent With WeatherWatch Ice & Water, Additional \$1,185.50 NO (Yes No)

- Install 4 Lomanco RV750 [Or Comparable] Animal Proof Vents With Ice & Water Shield
- Complete Final Detailed Clean-Up And Drag Yard Perimeter With Magnet To P/U Metals
- Masonry Work (Brick/Stone/Mortar structures often chimneys) require regular maintenance to prevent moisture infiltration into your home
- ** Customer Is Responsible For Re-Installation Of Satellite Dish & Service ****

GreenSky Financing Available - Get Approved In Seconds!

Option 1	0% Interest & \$0 Monthly Payment If Paid In Full In 12 Months
Option 2	0% Interest With Monthly Payment If Paid In Full In 6 Months
Option 3	9.99% For 96 Months - Monthly Payments Of \$114.80

For proper attic ventilation to prevent moisture from being drawn into the attic, intake (Soffit Vents) must exceed exhaust (Roof Vents) "1/300 Rule"
 CBR Recommends Roof-Top Intake Ventilation Such as GAF Intake Pro to Achieve Proper Intake Ventilation on This Home (Not Included in Total Below)

**** Ask about our Military & First Responder Discounts ****

Leavenworth, KS 66048 Permit Fees Are NOT Included And Are Charged On An As Incurred Basis

Included **GAF System Plus Warranty** On All Laminated GAF Shingles: 50 Year NON Prorated, Lifetime Installation, Tear-Off Included, Transferable To 1 New Homeowner In First 20 Years, Good Housekeeping Protection Included

No Addl Charge

Be Sure To Turn In Your Completed Warranty Card Along With Your Payment To Insure Your Warranty Is Properly Registered

**** 10 Year Transferable Workmanship Warranty from Christian Brothers Roofing, LLC ****

Project Total Cost is \$7304.78. If Purchase Is Paid By Cash Check The Day Of Completion There Is A Discount Applied Of \$347.85 Bringing Total Due The Amount Of \$6956.93 As Indicated On The Line Below. All Options Listed Above Reflect Cash/Check Pricing

With payment to be made as follows: **Cash Or Check Due At Completion** dollars **\$6,956.93**

Any alterations or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All proposals are subject to approval of management. Any representations or other communications, not written in this Proposal are agreed to be immaterial, and not relied on by either party and do not survive the execution of this Contract. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date below. Cancellation must be in writing and received at the business address above. SEE BACK FOR ADDITIONAL DETAILS OF CONTRACT Page 1 of 2

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized

Owner #1

Signature	<u>Daniel Parker</u>	1/5/21	Signature	<u>[Handwritten Signature]</u>	01/11/21
Contractor	Daniel Parker		Owner #2	Buyer(s)	Date(s)
Note: This proposal may be withdrawn by us if not accepted within 10 days					

THIS PROPOSAL CONTAINS THE FOLLOWING WARRANTIES AND PROVISIONS AND IS SUBJECT TO ALL APPROPRIATE ORDINANCES, LAWS AND REGULATIONS.

1. This proposal pertains to roofing services provided by Christian Brothers Roofing, LLC, hereinafter "CBRLLC".
2. This Proposal shall be valid for ten (10) days after the date of the proposal. If not accepted by delivering a signed original to CBRLLC within that period along with any applicable down payment, the Proposal shall be deemed void. Any subsequent proposals will depend on the availability of supplies and personnel.
3. Unless rejected for "Management Approval" this proposal constitutes the entire contract between the parties and may be changed only by mutual written agreement of the parties.
4. Final payment is due upon the completed roof system. Payment is to be made to CBRLLC in Parkville, MO. CBRLLC must be notified of an alleged defect in writing within seven days after a roof system completion.
5. Payment not received upon completion may be deemed in default. In the event of a default, interest shall accrue from the date of default at the lesser of 1.5% per month (18% PER ANNUM) or the maximum allowed by law, with a minimum charge of five dollars (\$5.00) per month. In the event CBRLLC employs attorneys or other experts in connection with the enforcement of this contract, then to the extent not prohibited by applicable law, the customer agrees to pay promptly upon demand by CBRLLC, all the attorneys' fees, costs and expenses incurred by CBRLLC with respect to said services, whether or not suit is brought.
6. We assume no responsibility for damage due to high speed winds, tornados, hurricanes, fire, vandalism, terrorist activity, war, or other hazards absent a mutual written agreement executed by the parties. Any such agreement must be executed by an officer of CBRLLC.
7. Except as found within this proposal, replacement of roof jacks, ventilators, decking, fascia boards, flashing or other materials is not covered by the terms of this Proposal. If it is determined in the course of performance that such work is necessary, it will be performed on a time and material cost basis. CBRLLC assumes no responsibility for the performance of such work by another contractor.
8. Proper installation of the roof system may require replacement of existing flashing. During such replacement, siding adjacent to this flashing which has deteriorated may crack, break or tear. CBRLLC will make every commercially reasonable effort to avoid damage but will not be held responsible for any consequential damage to siding.
9. During the application of the roof system, vibration from the roof may be transmitted throughout the building. The customer assumes responsibility for all objects hung from exterior and interior walls and from ceilings and soffits. These have been known to fall during installation and CBRLLC will not be held responsible if any damage occurs.
10. CBRLLC is considerate of the customer's gardening, flower beds and landscaping, however, due to the nature of roof system installation some damage may occur. We attempt to minimize any damage and will not be held responsible if any damage occurs.
11. Customer shall not walk under work area while roof work is in progress. Construction is a danger to person(s) on the ground from falling debris.
12. In the event that CBRLLC removes a satellite dish from said roof in order to complete work, the property owner shall be solely responsible for hiring a qualified technician to reinstall such equipment. Any cost arising from such work shall be the sole responsibility of the buildingowner.
13. CBRLLC shall not be liable for preexisting structural deficiencies. We will make an effort to inform the customer of any deficiency of which we become aware. We are not responsible for conducting an inspection for any such deficiencies. The installation of the new roof system may intensify the appearance of any deficiency that previously existed in the roof. CBRLLC will not take responsibility for solving preexisting structural deficiencies or the appearance of those deficiencies.
14. It is the responsibility of the customer to notify CBRLLC within seventy-two (72) hours of the discovery of a leak.
15. Regarding completed repair work, CBRLLC shall have no warranty liability except for the area(s) which we performed repair work to, as agreed upon in this contract.
16. If a warranty claim is made, CBRLLC will send a representative to inspect and investigate any reported leak. More than one inspection may be necessary to isolate the cause. It is the responsibility of the customer to provide acceptable times and dates for such inspections and access.
17. If material(s) are delivered or must be restocked or reordered due to a customer's cancellation, the customer is responsible for paying the restocking fee of 20%, or 100% of any special order material, no later than 15 days from the date of cancellation. This fee is charged to CBRLLC, by the roofing material distributor, and will be passed on to the customer, should the cancellation occur.
18. Each provision of this proposal is separate and independent. The invalidity or unenforceability of any one provision shall have no effect on the remaining provisions.
19. We will not wire electrical accessories attached to the roof system. Our installers are not licensed electricians.
20. Customer must provide copy of this contract for warranty work.
21. Customer must advise our office of any cancellation in writing postmarked no later than three (3) business days from the date the contract is accepted and signed by the customer.
22. CBRLLC shall not be liable for failure to complete the job or to deliver the goods or for delays in completion or delivery occasioned by acts of God, war, terrorist activity, embargoes, strikes or other labor difficulties, lockouts, riots, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts and regulations, and/or other causes beyond CBRLLC's reasonable commercial control.
23. Any estimated completion dates are only estimates and CBRLLC shall not be liable in any manner whatsoever for failing to complete the job by such date. Customer shall remain liable as long as the job is completed within a commercially reasonable time after the estimated completion date which in all events shall not be more than one hundred and eighty days after the estimated completion date.
24. Christian Brothers Roofing, LLC, warrants its roofing systems to be free from leaks for the duration specified. CBRLLC assumes liability for repair of any workmanship and defects in installation causing leakage. Roofing material is warranted by the manufacturer under a separate warranty which is issued to the customer. CBRLLC shall have no liability for any interior or exterior damage to the customer's building. CBRLLC's liability to the customer under this warranty in no case will be greater than the original cost of the proposal. In no event shall CBRLLC be liable for lost profits, or any incidental, special or consequential damages. These limitations apply whether liability is based on contract, negligence, or otherwise. When this warranty expires, all liability under the warranty ends. This warranty does not apply and is void if the roof has been altered without CBRLLC's written authorization, or otherwise damaged unless customer can show that the alterations were not the cause of the defect. CBRLLC shall not be liable for customary variances from specifications.
25. Facility/Site Conditions: Customer shall provide adequate working and storage areas, utilities, and reasonable access to the job site. Customer shall pay any additional costs incurred by CBR, LLC as a result of variations in the conditions of the project or site (including but not limited to conditions that were not anticipated by CBR, LLC).
26. Drawings Any drawings and specifications attached or incorporated into the Proposal have been approved by Customer. No changes shall be made in these drawings or specifications without the express written consent of CBR, LLC. CBR, LLC shall be entitled to full compensation inclusive of profit and overhead for any and all changes in the drawings and specifications and the work depicted therein, and for any schedule delays, caused in whole or in part by any changes Customer shall take full responsibility for the completeness and accuracy of any and all drawings and data for the Project. Should this information be incomplete or inaccurate, then Customer shall pay any and all additional costs (including overhead and profit) incurred by CBR, LLC as a result.
27. Use of Specifications and Drawings CBR, LLC shall make no use of the specifications, drawings, or other documents except in connection with this Contract Indemnification. Page 2 of 2 Initials DM Date 01/11/21

"NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE."



February 3, 2021

HERBERT L & DARLENE W DERRINGER
824 OSAGE ST
LEAVENWORTH, KS 66048

To whom it concerns,

Our records indicate that no progress has been made on your project at 824 Osage St. as described in Building permit application No 7529. Periodic inspections are required to determine if projects meet building code requirements per the 2018 International Residential Building Code currently utilized by the City of Leavenworth.

The Building Inspection Department has attempted to contact you by mail or email to schedule an inspection of the project with little or no response. I have no alternative except to void this permit.

You will need to contact the Building Inspection Department to obtain a new Building Permit to complete any unfinished work. All work must be inspected to verify that it is done in compliance with Building Code requirements that are in place to protect the public from personal injury and property damage.

If you do not intend to complete the project at this time, please return a signed copy of this letter within ten (10 days). For your convenience, you may email me back to hgabbert@firstcity.org. A copy will be placed in the file to verify that you have been advised of City policy regarding your current permit.

Thank you for your attention to this matter, and if you have any questions feel free to call me at 684-0378.

Sincerely,

Heather Gabbert
Inspections Clerk

I acknowledge receipt of this letter and certify that no further work is being done at this time.

Signature

Date



PROPERTY REMEDIATION AGREEMENT

Owner: Toya La Rose Morris & Sharode Monte Hayward
 Site Address: 504 Miami Street
 Leavenworth, KS 66048

The owner(s) of the property located at 504 Miami 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)	July 10, 2020	Roof - replace entire roof Chimney - replace chimney
2)	July 10, 2020	Siding - replace/repair all exterior walls and sidings. Soffits & eaves - replace/repair all soffits and eaves.
3)	July 10, 2020	Windows & doors - replace/repair all windows & doors.
4)	July 10, 2020	Paint - remove ALL peeling paint and repaint entire exterior.
		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



PROPERTY REMEDIATION AGREEMENT

Owner: Herbert L. & Darlene W. Derringer
 Site Address: 824 Osage Street
 Leavenworth, KS 66048

The owner(s) of the property located at 824 Osage 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)	July 10, 2020	Roof - replace entire roof
2)	July 10, 2020	Siding - replace/repair all exterior walls and sidings. Soffits & eaves - replace/repair all soffits and eaves.
3)	July 10, 2020	Windows & doors - replace/repair all windows & doors.
4)	July 10, 2020	Paint - remove ALL peeling paint and repaint entire exterior.
		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

General Item:

Review Unsafe and Dangerous Structures Given Extensions on October 27, 2020 – Planning and Community Development Director Julie Hurley presented the following updates properties on the demolition list that was adopted on July 14, 2020 by Resolution B-2257.

1914 W 7th Street – Single-family house – Building permit issued on 10/8/2020 for installation of new siding, foundation repair, and interior renovations. New roof and windows have been installed, new siding currently being installed. Ownership has changed to Glynne Taylor and Trisha Alton.

Owner - Trisha Alton (609 S. Hickory Trail, Lansing KS) present

- Exterior should be complete this week
- Exterior took a little longer due to customer windows needed
- Interior complete in 3 weeks and on the market in 4 weeks

Commissioner Preisinger stated that there is still a lot of trash in the back of the property that needs to be cleaned up and hauled off. Property can be cited as code violations when removed from demolition list. Ms. Alton stated that she would talk to the contractor tomorrow and get it taken care of.

Consensus to remove from the Demolition list.

504 Miami Street – Single-family house – Building permit issued on 5/11/2020 for exterior and interior renovations. Front porch has been removed and replaced and upstairs window on front of house has been replaced. Roof, siding and windows still in need of repair or replacement.

Owner - Ramon Muhammad (1208 W 21st Street, Lawrence KS) present

- Will finish renovation and get ready to rent out
- Finished front-stairs and railing are complete
- Will focus on back and roof next
- Is waiting on more funding before roof can be completed
- Currently tied up for the next three weeks working on a job in Lee's Summit
- Should have the revenue from other project to complete the job
- Has put \$8,000 into the property at this point
- Wants to get the property up and running and rented
- Needs additional 60 days and feels it will be complete

- Commissioner Griswold stated that this has been going on since the summer and knows he has other projects in other cities but the Commission's focus is this property. Commissioner Griswold is not in favor of giving additional extension. Would be willing to give 60 days but it must be done or proceed with demolition but not confident that it will be done in 60 days. If items are not done will not give any further extensions.
- Commissioner Leonhard asked if the entire roof needs replaced or just a portion.
 - It was stated the entire roof needs to be replaced.
- Commissioner Wilson asked how long is needed to finish the roof and finish repairs.

- Will need another 60 days - feels it will be done in 60 days.
 - Commissioner Wilson suggested 60 day extension since he is making progress
- Mayor Bauder stated that the Commission was told at the last meeting that the roof would be done.
- Commissioner Preisinger stated that he reviewed the tapes from the last two times he has been before the commission. At the October 27 meeting, Mr. Muhammad stated he had Christina Brothers lined up to do the roof and would be completed by December 8 and did not happen. Is not in favor of giving any more extensions, but is not in favor of keeping it on list and order demolition. He could keep working and if done in 30 days would stop the demolition process. Has only done porch and a couple windows. Is the city being played again? Pulled a permit on May 11th and all that has been done is a porch and a front door in a seven-month period.

Ms. Hurley stated that if the Commission moves forward with the demolition the City starts incurring costs, staff cannot administratively take it off it must come back to the commission to stop the demolition.

Mr. Kramer also stated that it is difficult to find demolition companies to bid on our projects if we continue to take properties off once they have gone through the bid process.

There was a consensus to review at the February 9, 2021 meeting.

824 Osage Street – Single-family house and detached garage – Building permit issued on 5/22/2020 for roof. Roof on front portion of house has been repaired, new front steps installed, paint applied to front of house and porch area. Roof, siding, and windows/doors still in need of repair or replacement.

Owner Darlene Derringer (112 East Kay, Lansing KS) and Daughter Missy Ironwood (1012 Atchison Street, Atchison KS) present.

Ms. Derringer:

- Redid porch and front of house is all done
- “Little house on top” of front of roof has been fixed
- Does not need new siding just needs paint
- Husband has been in the hospital
- Has spent all money on buying shingles
- Is in the process of buying shingles
- Nothing seems to be good enough
- Purchased paint but was told paint would not be good enough

Ms. Ironwood:

- Willing to take 401K out but worried that if she takes it out it will still be demolished
- Wants to save the house
- Thinks she can draw the money out of 401K after the first of the year
- Did not know the house was at this stage
- Watched one of the meetings online and wanted to get involved

- Needs to find the right person who will not just take their money
- Mother hired someone to do some work and then got scammed

The Commission agreed that it is critical that the roof be completed for the commission to consider additional extensions.

Ms. Hurley stated that there is more than the roof and reviewed all the other items that needs to be addressed in addition to a detached garage. Ms. Hurley provided a copy of all the items that needed to be completed to Ms. Ironwood.

There was a consensus to review at the February 9, 2021 meeting with expectation that all work would be done.

Commissioner Preisinger moved to proceed with the properties as discussed and agreed to by the Commission and as annotated by the City Clerk. Commissioner Griswold seconded the motion. The motion passed 4-1 with Commissioner Preisinger voting no. The Mayor declared the motion carried.

Cereal Malt Beverage Licenses for 2021 – City Clerk Carla Williamson presented the following Cereal Malt Beverage licenses for renewal effective January 1, 2021. Staff recommends approval of the licenses as presented.

Establishment	Address	ON/OFF Premise
Abe's Place	5101 10 th Ave	ON
Eddie's Grocery	1101 Spruce St	ON
Little Bar	1431 10 th Ave	ON
Towne Pub Restaurant	1001 Ottawa St	ON
AZAD Inc dba 7-Eleven Store	701 Metropolitan Ave	OFF
Casey's Retail Store #1261	2004 Spruce St	OFF
Casey's Retail Store #2609	950 Eisenhower Rd	OFF
Casey's Retail Store #2826	2100 S 4 th St	OFF
CVS Pharmacy #5268	390 Limit St	OFF
Diamond Oil 2	1031 Metropolitan Ave	OFF
Dillon's #40	720 Eisenhower Rd	OFF
Four B dba Price Chopper	2107 S 4 th St	OFF
Hometown Store	111 N Broadway St	OFF
GOJRA, LLC dba K7 Stop	300 N 4 th St	OFF
Minit Mart #579	3122 S 4 th St	OFF
Murphy's USA #7486	1050 Eisenhower Rd	OFF
Star Gas	788 Spruce St	OFF
Walgreens #12923	2900 S 4 th St	OFF
Walmart Store #26	5000 10 th Ave	OFF
Woody's Food Mart	700 Eisenhower Rd	OFF

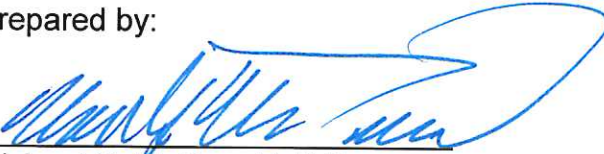
Commissioner Preisinger moved to approve the issuance of the 2021 Cereal Malt Beverage Licenses as presented. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

POLICY REPORT PWD NO: 21-06

REVIEW DRAFT 2020 KDHE ANNUAL REPORT
FOR STORMWATER

February 9, 2021

Prepared by:



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

Submitted by:



Paul Kramer,
City Manager

ISSUE:

Review the draft of the annual KDHE report for 2020 stormwater activities.

BACKGROUND:

The City of Leavenworth is regulated by the Kansas Department of Health and Environment (KDHE) and US Environmental Protection Agency (EPA) as a Phase II City for stormwater purposes. The City has been required to submit an annual report on stormwater activities every year since 2003. The report is to summarize the actions the City has taken the previous year (2020) to protect and enhance stormwater quality. The guidelines for the activities to be reported on are set by the KDHE.

This report will be the last in this style. The new Stormwater Permit issued in 2019 will be in effect through 2024. The City Commission approved the new Stormwater Management Program in October of 2020. The new permit allows for this Annual Report format to be used for the final report related to the activities of the previous permit.

The City has submitted annual reports in accordance with KDHE requirements in previous years. Interaction with KDHE and EPA suggest that the annual report be reviewed in a public forum rather than simply submitted by staff.

The attached documents are a draft of the key portions of the annual report for 2020. There will be additional supporting information in the appendices when the report is submitted by February 28, 2021.

Staff is requesting comments and suggestions from the City Commission related to the content of the report. It is appropriate for the City Commission to seek input from the

public on this matter as well. Staff will review comments and questions received for inclusion in the final document. The report is due at KDHE on February 28, 2021 via digital delivery. It is recommended the City Commission adopt a resolution supporting the final report at the February 23, 2021 Commission Meeting.

Key narratives in the report are shown below. Important changes reflect the impact the COVID-19 virus has had on City and resident activities related to stormwater.

KEY SECTIONS of the REPORT

- Executive Summary
- 6 Minimum Control Measures: Discussion on effectiveness and annual performance measures.
 - Public Education and Outreach
 - Public Involvement and Participation
 - Illicit Discharge Detection and Elimination
 - Construction Site Stormwater Runoff and Control
 - Post Construction Stormwater Management in New Development and Post Development Projects
 - Pollution Prevention and Good Housekeeping

RECOMMENDATION:

Staff recommends that the City Commission and the Public provide comments on the draft document verbally, in writing or via email.

ATTACHMENT:

- Draft 2020 Report (partial)
 - Executive Summary
 - Comments on Part V
 - 6 Minimum Control Measures: Discussion on effectiveness and annual performance measures
- KDHE Annual Report for 2019 – link here:
<https://www.leavenworthks.org/publicworks/page/kdhe-annual-stormwater-report>
- Revised Stormwater Management Program - link here:
<https://www.leavenworthks.org/publicworks/page/engineering>

City of Leavenworth, Kansas



January 1, 2020 - December 31, 2020

Kansas Permit No: M-MO12-SN01

Federal Permit No: KSR044011

February 28, 2021

CITY OF LEAVENWORTH

Kansas Stormwater Annual Report Form for Municipal Separate Storm Sewer Systems

January 1, 2020 - December 31, 2020

Kansas Permit No: M-MO12-SN01

SECTION 1: EXECUTIVE SUMMARY

To satisfy the requirements of the NPDES permit, this annual report summarizes the City of Leavenworth's plans and actions to reduce the discharge of pollutants from the municipal separate storm sewer system (MS4) to the maximum extent practicable, to protect water quality, and to meet the appropriate water quality requirements of the Clean Water Act. The information contained within this report was obtained through interviews with City staff, review of permits and projects from 2020, and examining communications and publications made available to the citizens of Leavenworth.

The COVID-19 Pandemic had significant impact on the City of Leavenworth activities beginning in March 2020. Ultimately, staff and the public adapted to various work-from-home options, online meetings, sudden absences of key persons and other changes in operations. City operations are still being impacted from the pandemic.

City staff pursue activities in all of the Six Minimum Control Measures throughout the year. Key observations for the purposes of this report are shown below.

- **Were there any aspects of the program that appeared especially effective at reducing pollutants in your stormwater discharge?**
 - Contractor and public compliance with implementation of the Land Disturbance Permit requirements is improved over the initial years and is generally satisfactory.
 - Street sweeping is an effective tool for removing pollutants.
 - Use of "Stormwater Utility" funds to address long-standing small to medium-sized issues has reduced erosion in several locations through the "Orange Fence Repair Projects".

- **Were there any aspects of the program that provided unsatisfactory results?**

While most items identified as BMPs (Best Management Practices) are believed to be effective at some level, the passive education and information sharing such as leaving material at the library and having informational brochures available were probably the least effective tools identified.

- **What was the most successful part of the program?**

The visibly effective measures of correctly installed construction site runoff control and post-construction activities were the most successful parts of the program.

- **What was the most challenging aspect of the program?**

The Grease Trap Program is easily the most challenging activity. Owners of Grease Traps and Interceptors are often working hard to grow their business and see City efforts to ensure compliance with regulations as a hindrance. Staff has improved compliance in this area over the last few years.

- **Describe any City/County area MS4 clean ups and the participation.**

- City of Leavenworth usually sponsors a "City-Wide Clean Up" effort each year, but due to COVID-19 and its restrictions, this event did not take place. The City did, however, conducted its annual free paper-shredding event in August, 2020.

- The City has created a “Three-Mile Creek” monthly clean-up program for six citizen groups that received \$500 donation per group from transient guest tax dollars in 2020.

- **Describe the elected officials' participation in the stormwater pollution elimination.**

The City Commission has supported stormwater pollution elimination by creating a “Stormwater Utility” that is funded by a fee on all properties. This fee is used to address longstanding stormwater problems in the community, typically including reduction or elimination of erosion that has been causing failed roadways, culverts and streambanks. The Commission has also supported staff goal to have all public and private projects have some level of permanent water quality improvement included.

The City Commission reviewed and approved the new Stormwater Management Plan (SMP) on October 27, 2020. Staff was also direct to proceed with ordinances related to fees/fines for operation of BMP installations, construction sites, grease traps and general maintenance of permanent water quality structures.

- **Describe the collaboration with other organizations to eliminate stormwater pollution.**

The City typically coordinates a “City-Wide” clean-up day with about 35-50 groups. This event was cancelled in 2020 due to COVID; however, several groups are believed to have picked up trash in a less formal manner throughout the City. Leavenworth County provided one HHW (Household Hazardous Waste) collection service on September 5, 2020

- **If an audit/inspection of your MS4 program was conducted by EPA or KDHE during the year, list the items the audit/inspection report identified as required changes and provide a narrative explanation of how the changes were implemented or explain the plan to implement the changes and identify a target date for final implementation.**

There were no known inspections of the MS4 program by KDHE or EPA in 2020.

CITY OF LEAVENWORTH

Kansas Stormwater Annual Report Form for Municipal Separate Storm Sewer Systems
January 1, 2020 - December 31, 2020
Kansas Permit No: M-MO12-SN01

The permittee is well advised to accurately report the conditions and status of their stormwater program and give due consideration to improving or enhancing their program where it is weak, or deficient in any of the core aspects (stormwater management program, six minimum control measures and TMDL best management practices - if applicable - also for Phase I permittees monitoring industrial facilities).

TOPICS REQUIRED TO BE ADDRESSED IN THIS REPORT AS IDENTIFIED IN PART V OF THE PERMIT

Within the next one or two pages, or perhaps more if so desired, provide comments addressing the following items:

- 1. Provide the status of compliance with permit conditions, an assessment of the appropriateness of the implemented Best Management Practices, progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable (MEP), and the measurable goals with an indication of the progress toward meeting the goals for each of the six minimum control measures.***

City of Leavenworth opinion is that the information shown in each of the "Six Minimum Control Measures" tables support the conclusion that meaningful reduction in discharge of pollutants has occurred over the last five years of the permit. This was especially true in 2019 and slightly reduced due to COVID in 2020.

- 2. Provide results of information collected and analyzed, (for example test results, surveys, or public comments/input) during the annual reporting period. This may include monitoring data used to assess the success of best management practices with respect to reduction in pollutant discharge. Include an interpretation of the information which addresses success or failure of the portion of the program for which the information applies.***

The City has collected information on a wide variety of municipal activities associated with various BMPs. This includes data on street sweeping, deicing use (salt), grease trap program, land disturbance permit issuance, SSO reporting, creek crossing inspections, BMP operation (particularly detention basins) annual meeting, recycling, grass/leaf/brush disposal and others. There has been no overall "trend" noticed in this data, but it is indicative of the effort of our community to be aware of important issues related to water quality. Specific data for many of these reporting items is in the assessment of the various BMP activities for the last year. It is clear that staff, public, contractors and businesses are aware of the various permitting programs associated with the SMP, and water quality is improved and/or maintained as a result. Participation in individual programs may have been reduced during the year due to COVID.

- 3. Provide results of information collected and analyzed, if any, during the annual reporting period, including monitoring data used to assess the success of the program at reducing the TMDL regulated pollutants.***

KDHE removed the requirement that the City sample stormwater entering and leaving the City beginning in the 2019 Calendar Year. The City does continue to sample rivers and creeks (especially for E. coli) when evaluating action for SSO events. Sampling is also done as part of the NPDES Permit for the Wastewater Plant as well as within the Sanitary Sewer System for industrial chemicals that are not easily removed with the systems in place at the WWTP.

4. Provide a summary of the stormwater activities that were scheduled to be undertaken during the previous calendar year and the status of these activities.

Key programs associated with stormwater activities, all of these programs were conducted in 2020 as noted. There are many other smaller programs as well.

- ✓ Building Permits, Fills, Excavations are evaluated for needing an NOI, Land Disturbance Permit, Basic Erosion Control, SWPP and other clean water related elements
- ✓ Projects under construction are inspected and deficiencies brought to the attention of the contractor, owner or other appropriate person
- ✓ City-wide civic effort for "Spring Clean-up" - not held due to COVID-19 restrictions
- ✓ Grease Trap Program inspections and reports
- ✓ BMP annual meeting
- ✓ Street Sweeping Program - Goal of once per month on Arterials and three times per year on residential streets was met.
- ✓ Leaf Collection Program – eliminated curbside pick-up program in 2019, but retains free drop off site and collection by Refuse Service. Leaf disposal site was closed March 16, 2020 through April 27, 2020 due to COVID-19 restrictions.
- ✓ Free Drop-Off Recycling Program was closed March 16, 2020 through April 27, 2020 due to COVID-19 restrictions.
- ✓ Household Hazardous Waste Program (Coordinated with Leavenworth County) was postponed to later in 2020 due to COVID-19.
- ✓ Free drop-off refuse disposal once per month (April event was cancelled due to COVID-19 restrictions)
- ✓ Maintain "Clean-up you Dog Poop" effort at selected City parks
- ✓ Aggressive response to SSO calls 24/7
- ✓ Creek Crossing (Sanitary Sewer) Inspections at least four times each year
- ✓ Sewer line cleaning and TV program
- ✓ Stormwater articles in City newsletters

5. Provide a summary of the stormwater activities which are scheduled to be undertaken during the next calendar year (including an implementation schedule).

All activities as noted in #4 are expected to be continued in 2021 as part of the Commission adopted Stormwater Management Program that incorporates these activities and others for implementation in 2021.

6. Provide a map showing changes in the permittee's Permit Area if the permit area has changed within the year.

There were no changes to the City Limits in 2020.

7. Provide a description of significant changes in any of the BMPs.

The City has made the following changes to BMPs in 2020:

- City-Wide Clean-up was cancelled and is expected to return post-COVID
- Leaf Collection Program – city eliminated curbside pick-up in 2019, but retains free drop off site and collection by Refuse Service. Leaf disposal site was closed six weeks due to COVID, but is now back in normal operation with appropriate safeguards.
- Recycling Center Operations and Free Saturday Drop off activities were closed six weeks due to COVID, but is now back in normal operation with appropriate safeguards.

- 8. Provide a list of any ordinances or resolutions which were updated in the last year and are associated with the SMP. Please note, page one of this report requires submission of any new stormwater-related ordinances or resolutions, or any such updated ordinances or resolution be submitted with this annual report.**

There were several ordinances and resolutions passed and adopted by the City Commission in 2020. Most notably was the new SMP document and establishing a fee/fine structure for erosion control, grease traps and permanent BMP maintenance. Titles and links to the documents are shown in this report.

- 9. Provide a list of other parties (such as other municipalities or consultants), which are responsible for implementing any of the program areas of the Stormwater Management Program.**

There were no other municipalities or consultants involved with implementing the SMP.

- 10. For Phase I permittees only, provide a summary of the inspection results, including the wet weather surface water quality monitoring test results, and information obtained under PART III Monitoring Industrial Stormwater Discharges section of this permit.**

KDHE has released the City of Leavenworth from sampling stormwater entering and leaving the City limits in 2019.

Section E

- Stormwater Management Program Requirements
(Sections E1 - E6)

Stormwater Management Program Requirements (Six Minimum Control Measures)

1. Public Education and Outreach (Table) - Please fill out accordingly

List all of the public education and outreach BMPs as identified in the SMP and provide the requested information in the following table.
(List presentations and media)

BMP ID NUMBER	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)
1.1	Webpage link to stormwater infrastructure information – City Stormwater Management Program, Stormwater Guidelines, 2019 Stormwater Permit.	# of visitors – in June 2019 the City switched to a new website that monitors views since the switch. The new site had 819,022 views, with 32,440 views on the Solid Waste Division page and 6,942 views on the Brush Site page during the reporting period.	All previous permits and annual reports are available online at the City's webpage. Posted are brochures listing steps to slow down or stop soil erosion. Brochures can be found at: https://www.leavenworthks.org/publicworks
1.2	Place documents in public library.	# Check-out requests – Unknown	All items available in the reference section at the public library. No check out requests are known.
1.3	Include articles or stories related to stormwater in City newsletter in at least two issues per year.	# Articles/Stories – 6 articles from the 2 issues in 2020 can be found at: https://www.leavenworthks.org/citymanager/page/public-information-office # Issues – 2 issues of City Connection delivered in 2020, and the link is: https://issuu.com/melissabower	Coordination between Public Information Office and Public Works has stories on the City's stormwater project/programs. From the Parks Division: Legacy Trees, Adopt-a-Park - all can be found at this link: https://www.leavenworthks.org/parksrec Due to COVID-19 and its restrictions, there was no Spring Cleanup; however, a Community Paper Shredding Even & Household Hazardous Waste drop off was held during the City's Free First Saturday on September 5, 2020.
1.4	City-generated posts on social media related to stormwater issues at least ten occurrences per year.	# Posts - 35	Public Information Office interacts with the public on social media on a wide range of stormwater-related issues. Two examples of social media posts can be found at BMP
1.5	Provide Information to citizens regarding the City of Leavenworth Solid Waste Division.	Distribute trash bags to citizens with proper disposal handout.	The City continues to provide citizens with information via the City website, handouts, and a recycling coach app. A paper insert with solid waste and other City information is provided to the doorstep of nearly all residences twice per year in a roll of trash bags. The City also utilizes free notification space on monthly residential water billing for trash bag delivery that falls one month prior to the event, twice per year, and a "Recycle Coach App" to assist residents with refuse issues.
1.6	Show stormwater information on local cable TV station.	Broadcast community forums in which continued water quality discussions take place. There were 14 City Commission meetings (study sessions and regular meetings) during the course of the year that specifically discussed stormwater. These meetings can be viewed on the City's channel cable TV station and YouTube.	Public Information Office broadcasts City Commission Meetings, Planning Commission Meetings and others on City channel cable TV which began live broadcast online in 2017. The list of meetings can be found at Appendix D, BMP 1.6 & 2.1.

E. SMP Requirements (Six Minimum Control Measures) (Continued)

2. Public Involvement and Participation (Table) - Please fill out accordingly

List all of the public improvement and participation BMPs as identified in the SMP and provide the requested information in the following table. (List all associated and partnerships)

BMP ID NUMBER	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)
2.1	Hold public information meetings regarding stormwater issues.	Annual review by City Commission of Stormwater Annual Report – YES. Review of stormwater projects in annual Capital Improvement Plan - YES.	City Commission reviewed KDHE annual stormwater report February 25th, 2020. The meetings were also broadcast on the City's channel cable TV station and YouTube. City Commission reviewed stormwater projects for CIP in 2020 and approved design and construction of several projects. See listing in appendix for 2.1 & 1.6.
2.2	Create an "Adopt a Stream Program"	# Streams adopted - None # Streams cleaned – None	The City's "Three-Mile Creek" monthly clean-up program had six citizen groups that received \$500 donations per group from transient guest tax dollars in 2020.
2.3	Improve lines of communication with the public through use of website and social media.	Integrate contemporary methods of providing and receiving information to the public. - Ongoing	Public Information Office continues a robust social media program for all City issues. Posted information on other efforts such as detention ponds, creek bank erosion, and water quality issues improves as staff skills increase. Additionally, the many ways to slow down or stop soil erosion can be found in erosion control brochures which can be found at: https://www.leavenworthks.org/publicworks
2.4	Annual Citywide Clean-Up Program.	# Groups - N/A # Participants - N/A	Due to COVID-19 and its restrictions, this event did not take place.
2.5	Customer surveys – conduct at least one survey each year on stormwater related issues in an on-line environment.	# of responses – N/A	No survey was conducted in 2020 as surveys in previous years have resulted in extremely limited responses.
2.6	Encourage groups to participate in activities such as inlet stencil program and similar.	# Groups – None # Programs – None	Due to COVID-19 and its restrictions, this event did not take place.

E. SMP Requirements (Six Minimum Control Measures) (Continued)

a. Illicit Discharge Detection and Elimination

Please place an "X" in the left boxes to complete the table below.

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a program/plan been developed and is it presently implemented to detect and address illicit/prohibited discharges into the MS4?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a map of the MS4 been developed, showing the location of all outfalls, either pipes or open channel drainage, showing names and location of all streams or lakes receiving discharges from the outfalls?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	The permit may require the permittee enact ordinances, or resolutions. Have ordinances, or resolutions, or regulations to prohibit non-stormwater discharges into the storm sewer system been enacted? Effective date:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Have the ordinances, resolutions, or regulations been modified? Effective date:

List all the Illicit Discharge Detection and Elimination BMPs as identified in the SMP and provide the requested information in the following table

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E. Stormwater Management Program Requirements (Six Minimum Control Measures)

3. Illicit Discharge Detection and Elimination (Table) - Please fill out accordingly

List all of the illicit discharge detection and elimination BMPs as identified in the SMP and provide the requested information in the following table.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)
3.1	Inspect complaints of illicit discharge.	Inform public of methods to communicate concerns regarding illicit discharges - YES # Reports investigated – in 2020 there were 154 total incoming calls regarding sewer issues: WPC: 28, Public Works: 12, Street: 1, Citizens: 113.	Public Information Officer has created social media space for complaints. Other calls are forwarded to WPC for evaluation and possible action. 24/7 “real person” phone answering service can dispatch City forces for emergencies during off-duty hours.
3.2	Update stormwater outfall maps.	Continue efforts to accurately locate and measure existing and new stormwater infrastructure.	City maps are updated constantly. The GIS staff and the stormwater crew assist in obtaining accurate measurements and locations. In 2016 the maps were made available online to the public. The GIS link is: https://gis.firstcity.org
3.3	Inspect outfalls	# Outfalls inspected – over 1,826 inlets and drains were inspected. No specific notation on “outfall”.	Continued effort by the stormwater crew has inspected infrastructure throughout the year as part of their routine work and for the GIS staff. Additionally, stormwater crew inspects for pollution evidence either entering or exiting the area. See also BMP 6.4.
3.4	Collect yard waste at City composting facility.	# Customers: for 2020, Grass – 181, Leaves - 1,505.	City provides free drop off of yard waste for composting. There may be slight overlap with #3.5. Note: Due to COVID-19, the brush site and recycling center were closed from March 16 - April 27, 2020.
3.5	Collect tree and brush debris at brush disposal site.	# Customers – 2,011 for 2020. (1,077 on free Saturdays, 522 on other days).	City provides a KDHE-approved site for drop off of tree and brush debris for disposal through a combination of mulching, composting and burning. Note: Due to COVID-19, the brush site and recycling center were closed from March 16 - April 27, 2020.
3.6	Collect household hazardous waste (HHW) as part of Citywide clean-up event.	# Pounds of household hazardous waste recycled – approximately 4,310 lbs.	City residents are directed to Leavenworth County facility during most of the year. Citywide clean up accepts HHW at MSC; however, this event was cancelled due to COVID-19. One HHW event was held later in 2020.
3.7	Conduct free disposal. Saturdays (first Saturday)	# Events - 11 # Tons collected – 249.75 (trash)	The free Saturdays are well attended; however, volume of recycling material is not weighed separately.
3.8	Staff training	# of staff trained – 2 staff participated in 19 online training opportunities.	Due to COVID-19, there was no in-person training held.
3.9	Storm sewer maintenance and inspection.	Provide dry weather storm sewer inspection. - YES.	Two-person crew inspects stormwater structures and works with GIS staff. City began development of stormwater inspection “app” in 2019.

3.10	Inspection of sanitary sewer systems.	<p>Inspect residential and commercial sanitary systems for improper discharge into storm drains. - YES</p> <p>Inspect sanitary sewer system to reduce number and volume associated with SSO - YES</p> <p>Coordinate SSO events between wastewater staff, building officials and engineering. - YES</p>	<p>City operates CCTV of sewer and storm sewer systems throughout the year. Approximately 44.7 total miles of sanitary sewer lines were cleaned in 2020. City inspected 8.7 miles of sanitary sewer and .56 miles of storm sewers with CCTV.</p> <p>City completed \$89,194.87 in work within the sanitary sewer system in 2020 to reduce Inflow and Infiltration to and from the storm sewer system.</p> <p>The WPC staff's aggressive response to SSOs greatly improved coordination between wastewater staff and building inspection staff on review and resolution of SSO events.</p>
3.11	Commercial Grease Trap Inspection Program	Review status of commercial grease traps through record review and physical inspection – YES.	An aggressive Grease Trap Inspection Program has improved participation and recordkeeping from the approximately 70 entities required to have a grease trap. At least 44 different installations were visited by City staff in 2020 as a result of this program, and 2 establishments/businesses that had grease traps closed in, and one changed ownership during the reporting period. A summary of this program for 2020 can be found at the appendix for BMP 3.

E. SMP Requirements (Six Minimum Control Measures) (Continued)

b. Construction Site Stormwater Runoff Control

Please place an "X" in the left boxes to complete the table below.

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The permit requires the permittee, if they have such authority, to enact ordinances or resolutions. Have ordinances or resolutions to address construction site runoff from new development/redevelopment projects been enacted? Effective date: 12/23/2016
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a copy of the ordinances or resolutions been submitted to KDHE as required by the permit?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a procedure or program been developed requiring construction site owners and/or operators to implement appropriate erosion and sediment control best management practices?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a procedure or program been developed requiring construction site owners and/or operators to control waste such as discarded building materials, concrete truck washout, chemicals, paint, litter, and sanitary waste at construction sites likely to cause adverse impacts to water quality?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a procedure been developed and implemented requiring site plan review which includes consideration of potential water quality impacts?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a procedure been developed for the receipt and consideration of information submitted by the public?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a procedure been developed and implemented for construction site inspection and enforcement of the control measures?

List all the construction site stormwater runoff control BMPs as identified in the SMP and provide the requested information in the following table.

E. Stormwater Management Program Requirements (Six Minimum Control Measures)

4. Construction Site Stormwater Runoff Control (Table) - Please fill out accordingly

List all of the Site Stormwater Runoff Control BMPs as identifies in the SMP and provide the requested information in the following table.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)
4.1	Construction drawing plan review and site runoff control.	# Plans reviewed – 86 (74 were construction and 12 were development). # LDPs issued - 86 (66-residential, 8-commercial construction, 12-site development/utility work.)	All development projects were reviewed related to installation of appropriate BMPs. All construction projects were reviewed to ensure adequate BMPs were included in the work to prevent erosion runoff.
4.2	Publish updated standard details and design criteria for erosion control.	Make available on-line - YES Review annually with staff – no formal meeting; however, staff has met informally throughout the year.	Discussed with the Development Review Committee (DRC) and with the designers.
4.3	Staff training on runoff inspection.	# Inspectors trained – Staff, see section 3.8.	Due to COVID-19, there was no in-person training held.
4.4	Inform local contractors of LDP.	Annual notification of LDP requirements - YES LDP documents available online - YES	Contractor's LDPs are regularly inspected and contractors are informed of any deficiencies. LDPs were discussed when the permit was issued. A completed LDP example can be found at BMP 4 - Land Disturbance Permit Applications .
4.5	Pre-construction meetings with owner and contractor - require meetings with owner and contractor prior to commencement of grading operations.	# Meetings – 13 (City projects)	All City-funded projects have a pre-construction conference. Development projects typically meet at the Development Review Committee where BMP requirements are discussed and then incorporated into the plans. City has no requirement that private development have a pre-con with the City.
4.6	Construction site inspection and enforcement - Increase the frequency of inspections and communications back to owner/contractor.	Documentation of inspections – YES 534 total inspections were conducted in 2020; including detention basin inspections.	Extensive documentation of site visits (both random and after rainfall) are included in each project file. This includes City and development projects, and individual LDP inspections (such as home construction).

E. SMP Requirements (Six Minimum Control Measures) (Continued)

c. Post-Construction Site Stormwater Management in New Development and Redevelopment

Please place an "X" in the left boxes to complete the table below.

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The permit requires the permittee, if they have such authority, to enact ordinances or resolutions. Have ordinances or resolutions to address construction site runoff from new development and redevelopment projects been enacted? Effective date: 12/23/2016
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a copy of the ordinances or resolutions been submitted to KDHE as required by the permit?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a post-construction stormwater runoff program been implemented?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have post-construction sites been inspected?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are BMPs specified to minimize adverse water quality impacts?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have strategies been developed to include a combination of structural and/or non-structural BMP appropriate for the municipality?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have measures been implemented to ensure adequate long-term operation and maintenance of structural BMPs?

List all the post-construction site stormwater management in new development and redevelopment BMPs as identified in the SMP and provide the requested information in the following table.

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E. Stormwater Management Program Requirements (Six Minimum Control Measures)

5. Post-Construction Site Stormwater Runoff Control (Table) - Please fill out accordingly

List all of the post-construction site stormwater runoff BMPs as identified in the SMPs and provide the requested information in the following table.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)
5.1	Construct sediment vane traps on new and reconstructed inlets.	# Inlets - 20	Sediment traps were installed on new and replacement inlets on various projects.
5.2	Protect sensitive areas, such as wetlands and riparian areas through plan review and selected land acquisition from developers and at tax sales.	# Tracts acquired from developers - 0 # Tracts from tax sale - 0 # Acres acquired/year - 	Property on NE corner of 3rd and Olive for future detention pond.
5.3	Enforce post construction runoff control ordinance.	#LDP releases – 60 Documentation of inspection and communication – YES.	LDPs are closed out when the danger of off-site erosion has been eliminated through either vegetation or other means. This is documented in the various permits. Several LDPs are still open through 2020 - 4 from 2017 and 5 from 2019.
5.4	Conduct long-term BMP maintenance inspections.	Documentation of inspection and communication - YES. City spent 65 hours conducting inspections of selected sites on random, after rainfall, or with depth-recording equipment.	City continues outreach to detention basin BMP owners. A meeting was held on January 30, 2020 with 10 attendees where they were given a packet with the meeting's agenda and a basic overview of detention basin maintenance. The packet also included examples of an emergency spill plan and an inspection form. This effort will continue and expand. Currently there are 68 BMP sites.
5.6	Analyze existing structural BMP performances at selected sites (particularly detention basins).	# Sites evaluated – 2	City installed depth recording devices in locations in 2020. This is to facilitate evaluation of performance. Selected graphs and charts are shared informally with interested parties via email. Examples can be found at Appendix D, 5.6.
5.7	Measure rain gauge and creek depth to evaluate flow quantity and duration from at least March – October.	# Rain gauges - 4 # Stream gauges - 5	City continues to maintain rain and creek monitors. The City also collaborates with other local governments on an extended rain gauge network. Selected graphs and charts are shared informally with interested parties via email.

E. SMP Requirements (Six Minimum Control Measures) (Continued)

d. Municipal Pollution Prevention/Housekeeping

Please place an "X" in the left boxes to complete the table below.

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The permit requires the permittee to enact a program to address pollution prevention/good housekeeping for Municipal Operations. Has such a program been enacted?

List all the municipal pollution prevention/housekeeping BMPs as identified in the SMP and provide the requested information in the following table.

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E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

6. Municipal Pollution Prevention / Housekeeping (Table) - Please fill out accordingly

List all of the municipal pollution prevention / housekeeping BMPs as identified in the SMPs and provide the requested information in the following table.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)
6.1	Review City facilities for water quality concerns and develop plans to address them, goal is at least three facilities per year.	# Reports prepared: 0 design reports were completed.	3 sites with enhanced water quality - City Hall lot & Thornton Street were constructed in 2020.
6.2	Street sweeping program – goal is residential areas three times per year and collector/arterial streets once per month (8 months).	# Times completed residential area sweeping – exceeded annual goals - met goal of 3 sweepings. # Times completed collector/arterial sweeping – exceeded annual goals - met goal of 3 sweepings. # Miles of streets swept – 2,400 # Pounds of debris removed – 532.67 tons.	Street sweeping program operations continued throughout the year. There are 2 sweepers. Equipment repair and turnover reduced effectiveness also.
6.3	Snow removal operations - use ground speed control and GPS equipment to keep salt use within guidelines.	# Tons of salt used per year - 490. # Pounds per lane mile per storm – 419 lbs/lane-mile average for 2020.	Use of ground speed control resulted in application rates between 256 & 551 lbs/lane-mile.
6.4	Stormwater inlet cleaning.	# Inlets – 589.	Stormwater crew inspected and/or maintained approximately 4,761 inlets, and cleaned 667 area drains and other stormwater facilities. See also 3.3.
6.5	Continue Citywide Leaf Collection Program.	Program was modified in 2019. COVID-19 precautions closed leaf disposal area between mid-March and late-April .	Leaf Collection Program – modified by eliminating curbside leaf pick-up in 2019, but retained free drop off site and collection by Refuse Service.

**POLICY REPORT
RESOLUTION B-2276
SETTING THE MAXIMUM AMOUNT ALLOWED FOR
2021 GENERAL IMPROVEMENT BONDS (ASPHALT OVERLAY)**

FEBRUARY 9, 2021

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

ISSUE:

The issue before the City Commission is to consider a resolution relating to the City's 2021 Asphalt Overlay -General Improvement Project Bonds in the maximum amount of \$2,038,938.00. This amount is set by Charter Ordinance 56, which authorizes the City to issue and sell its general obligation bonds in an amount no to exceed 28% of the amount of revenue produced for the tax year one year preceding the year of bond issuance by the City of Leavenworth's tax mill levies as certified by the County Clerk, Leavenworth County Kansas.

Taxes Levied 2020	\$7,281,921
28% authorized to Sell Bonds	\$2,038,938

ACTION REQUIRED:

Adopt Resolution B-2276 as presented.

ATTACHMENTS:

Resolution B-2276

RESOLUTION NO. B-2276

WHEREAS, the City of Leavenworth, Kansas (the “City”) pursuant to its Charter Ordinance No. 56, which provided certain substitute and additional provisions to K.S.A. 13-1024a, is authorized to issue and sell its general obligation bonds in an amount equal to 28% of the amount of revenue produced for the tax year one year preceding the year of bond issuance by the City of Leavenworth’s tax mill levies as certified by the County Clerk, Leavenworth County, Kansas, in any one year for certain public improvements.

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

Section 1. That the 2021 asphalt overlay project (the “Project”) is authorized in an amount not to exceed \$2,038,938.00 and the Project Costs are to be paid as provided in K.S.A. 13-1024a and Charter Ordinance No. 56 of the City.

Section 2. That City staff be and they are hereby directed to proceed to prepare plans and specifications for the undertaking of the Project, including the funding thereof, as provided by the laws of the State of Kansas.

Section 3. That the Project found advisable in Section 1 hereof be, and the same is hereby, authorized and ordered to be done in accordance with plans and specifications and therefore to be prepared in accordance with Section 2 hereof.

Section 4. The City both reasonably expects and intends to finance the costs of the Project from the proceeds of general obligation bonds of the City. The City does hereby express its official intent to reimburse any such pre-issuance original expenditures (as defined in Treas. Reg. 1.150-2(c)) made by it on or after the date which is 60 days before the date of this Resolution from the proceeds of such bonds in the estimated maximum principal amount of \$2,038,938.00. The City will issue such bonds for such purposes and make the reimbursements within eighteen (18) months after the date the expenditure to be reimbursed was paid or, if later, eighteen (18) months after the date on which the property resulting from the expenditure was placed in service. Provided, that, in any event, the City must make the reimbursement allocation within three (3) years after the date the expenditure was paid. This Resolution, as the expression of the governing body's official intent regarding the matters described herein, will be available for public inspection in the City Clerk's office at City Hall during regular business hours of the City.

Section 5. That this resolution shall be effective upon passage.

PASSED AND APPROVED this 9th day of February 2021.

CITY OF LEAVENWORTH, KANSAS

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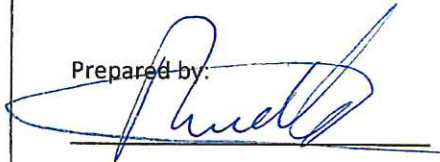
Nancy D. Bauder, Mayor

ATTEST:

Carla Williamson, CMC, City Clerk

Policy Report No. 1-2021
Animal Control Replacement Vehicle
February 9, 2021

Prepared by:



Patrick R. Kitchens, Chief of Police

Approved by:



Paul Kramer, City Manager

ISSUE:

The Police Department is requesting approval to purchase one (1) 2021 Ford T-250 Cargo Van from Shawnee Mission Ford in the amount of \$40,346.

STAFF RECOMMENDATION:

Staff recommends approval

BACKGROUND:

Each year, the police department reviews the police vehicle fleet and asks for replacement of vehicles with high mileage and/or vehicles that are cost prohibitive to repair. In preparation for the 2021 CIP police vehicle replacement program, staff identified the need to replace one Animal Control vehicle - a 2006 Ford Econoline Van. This vehicle has over 100,000 miles and has reached the end of its useful lifecycle.

The Police Department identified a vehicle from the 2020 Mid America Council of Public Purchasing (MACPP) contract, which was awarded to Shawnee Mission Ford after a bid process.

Shawnee Mission Ford

- One (1) 2021 Ford T-250 AWD Cargo Van for \$40,346

BUDGET IMPACT:

Funds were allocated in the 2021 CIP budget in the amount of \$51,000 for one Animal Control vehicle with equipment and installation. The cost for the vehicle is \$40,346. The remainder of the approved 2021 CIP funds, not to exceed \$10,654, will be allocated to purchase and install equipment into the vehicle. Bids for that equipment will be handled separately.

COMMISSION ACTION:

Approve the purchase of one (1) 2021 Ford T-250 Cargo Van from Shawnee Mission Ford at a total price of \$40,346.

Shawnee Mission Ford, Inc.

11501 SHAWNEE MISSION PARKWAY • P.O. BOX 3179
SHAWNEE, KANSAS 66203-0179 • 913/631-0000 • FAX 913/631-7325

January 22, 2021

Danny Hall
City of Leavenworth

MACPP Pricing

2021 Ford T-250 Medium Roof 148" WB AWD Cargo Van (R2C 148)

Exterior: Oxford white (YZ)

Interior: Vinyl (VK)

Base Price:	\$25,510
Options:	
• Medium Roof (R1C)	\$3,223
• 148" WB	\$1,131
• AWB (R2C)	\$4,460
• Rear Floor Mount AC Heater (57G)	\$782
• Extra Keys (86F)	\$69
• Trailer Tow (53B)	\$442
• Trailer Brake Controller (67D)	\$368
• Reverse Sensors (43R)	\$269
• Remote Start (68B)	\$451
• Front OH Shelf (66D)	\$69
• Heated Side Mirrors (545)	\$145
• Bulkhead	\$998
• Line-X Gray Floor, Walls, Ceiling, Bulkhead	\$1,879
• Line X-Gray Side Slider Door Two Rear Doors	\$550
• Cruise Control (60C)	\$included in base price
Total	\$40,346
Additional Options to consider	
• Vehicle Maintenance Monitor (61C)	\$41
• 253 Degree Opening (18P)	\$69
• 3.5L Eco Boost (99G)	\$1,616
• Illum Visors (85C)	\$69
• Up fit package (67C)	\$555

Thank you for your time and interest.

Sincerely,

Jay Cooper

Government Fleet Sales



OFFICIAL ACTION
OF CLAY COUNTY, MISSOURI

2020-251-4

APPROVE RENEWAL OF TERM & SUPPLY BID #77-20
SHAWNEE MISSION FORD
MACPP 2021 MODEL YEAR METRO VEHICLE
COUNTYWIDE

BY OFFICIAL ACTION OF CLAY COUNTY, MISSOURI, the renewal of Term & Supply Bid #77-20 with Shawnee Mission Ford is hereby approved. The Authorized Agent of the County is authorized to sign any documents to facilitate this order.

APPROVED BY THE AUTHORIZED AGENT OF CLAY COUNTY, MISSOURI, THIS 10th DAY OF November, 2020.

TERM & SUPPLY

This award is for establishing vendors for term & supply orders only. In accordance with Missouri revised Statute 50.660, this contract provides that the person or entity Contracting with the county shall, during the term of the contract, furnish to The county at the price therein for the specified supplies, materials, Equipment or services in the quantities required and from time to time as Ordered by the office in charge of purchasing during the term of the Contract. No certification of funds is required from the auditor until the Issuance of a purchase order. All purchases will follow County purchasing-procedures.

APPROVED AS TO FORM AND LEGALITY:

Lonell Jensen
COUNTY COUNSELOR

Shawnee B. Portwood
AUTHORIZED AGENT OF THE COUNTY

Policy Report
Stormwater cost share agreement with USD 453
February 9, 2021

Prepared by:



Paul Kramer
City Manager

Background:

The City of Leavenworth and USD 453 executed a land swap in 2020 that allowed USD 453 to construct a baseball and softball complex in the area of 10th Avenue Park. The property the district acquired abuts Five-mile creek. In the course of the sports complex planning, the City and School District determined it was in the best interest of both parties to study the channel through Five-Mile Creek, with the idea of making improvements to stabilize the bank for the future.

Issue:

City and district staff worked with Water Resource Solutions (WRS) on conceptual ideas. The district was comfortable with WRS and agreed to move forward. As part of the project, the City agreed, pending Commission approval, to share in the project costs.

Attached is a cost breakdown of the study process, as well as an overview of the proposed scope of the project.

Commission Action:

Staff recommends that the City agree to pay 50 percent of the total study cost (\$54,899), in an amount not to exceed \$27,449.50.

Attachments:

- Cost breakdown
- Project scope overview

Exhibit B

Independence Court Bank Stabilization Design													
12/11/20	Project Personnel	Principal	Senior Engineer	Senior Geotechnical Engineer	Project Engineer	Engineer I	Technical Editor	Administrative	Total Hours	Estimated Labor	Total Expenses	Total Subconsultant Costs	Total Cost
	Project Billing Rate	\$250	\$225	\$225	\$155	\$100	\$125	\$75					
	Task Group 1 - Project Coordination												
1.0	Project Coordination	4	6		16				26	\$4,830	\$0	\$0	\$4,830
	<i>Task Group 1 Subtotals</i>	4	6	0	16	0	0	0	26	\$4,830	\$0	\$0	\$4,830
	Task Group 2 - Background Information												
2.1	Gather background information				4	4			8	\$1,020	\$0	\$0	\$1,020
	<i>Task Group 2 Subtotals</i>	0	0	0	4	4	0	0	8	\$1,020	\$0	\$0	\$1,020
	Task Group 3 - Field Investigation												
3.1	Site visit		6			12			18	\$2,550	\$106	\$0	\$2,656
	<i>Task Group 3 Subtotals</i>	0	6	0	0	12	0	0	18	\$2,550	\$106	\$0	\$2,656
	Task Group 4 - Hydraulic and Sediment Transport Analysis												
4.1	Two-dimensional hydraulic model (existing conditions)		2		16	40			58	\$6,930	\$0	\$0	\$6,930
4.2	Characterize sediment transport parameters		2		4	8			14	\$1,870	\$0	\$0	\$1,870
4.3	Channel Condition Scoring Matrix		2		8	24			34	\$4,090	\$0	\$0	\$4,090
4.4	FEMA Effective Model		2		4	24			30	\$3,470	\$0	\$0	\$3,470
	<i>Task Group 4 Subtotals</i>	0	8	0	32	96	0	0	136	\$16,360	\$0	\$0	\$16,360
	Task Group 5 - Alternatives Analysis												
5.1	Alternatives for 3 slide areas		2		4	32			38	\$4,270	\$0	\$0	\$4,270
5.2	Concept for remainder of the reach		2		4	32			38	\$4,270	\$0	\$0	\$4,270
5.3	Concept revisions		1		4	8			13	\$1,645	\$0	\$0	\$1,645
	<i>Task Group 5 Subtotals</i>	0	5	0	12	72	0	0	89	\$10,185	\$0	\$0	\$10,185
	Task Group 6 - Recommendations												
6.1	Recommendations		2		6	12			20	\$2,580	\$0	\$0	\$2,580
6.2	Report		4		8	32	24		68	\$8,340	\$330	\$0	\$8,670
6.3	Report revisions		1		4	8			13	\$1,645	\$0	\$0	\$1,645
	<i>Task Group 6 Subtotals</i>	0	7	0	18	52	24	0	101	\$12,565	\$330	\$0	\$12,895
	Task Group 7 - Meetings												
7.1	Kickoff meeting		3		2	3			8	\$1,285	\$106	\$0	\$1,391
7.2	Alternatives meeting		3		2	3			8	\$1,285	\$106	\$0	\$1,391
7.3	Report review meeting		3		2	3			8	\$1,285	\$106	\$0	\$1,391
7.4	City Commission meeting		3		2	3			8	\$1,285	\$106	\$0	\$1,391
7.5	School Board meeting		3		2	3			8	\$1,285	\$106	\$0	\$1,391
	<i>Task Group 7 Subtotals</i>	0	15	0	10	15	0	0	40	\$6,425	\$528	\$0	\$6,953
	Totals	4	32	0	82	236	24	0	418	\$53,935	\$964	\$0	\$54,899

**CITY OF LEAVENWORTH, KANSAS
RICHARD WARREN MIDDLE SCHOOL STREAM STABILIZATION PROJECT**

PROJECT UNDERSTANDING

The City of Leavenworth (City) and Leavenworth Unified School District 453 (School District) requested Water Resources Solutions (WRS) to conduct a stream stability assessment of Five Mile Creek from 10th Avenue to New Lawrence Road adjacent to the Richard Warren Middle School and City of Leavenworth park properties. The meandering stream is threatening the existing trail, existing football field and the currently under construction soccer complex. This scope of work includes items necessary to complete a preliminary engineering study that will identify the stream stability issues, evaluate alternatives and provide recommendations with budget-level costs. A location map of the project area is shown in Figure 1 below.

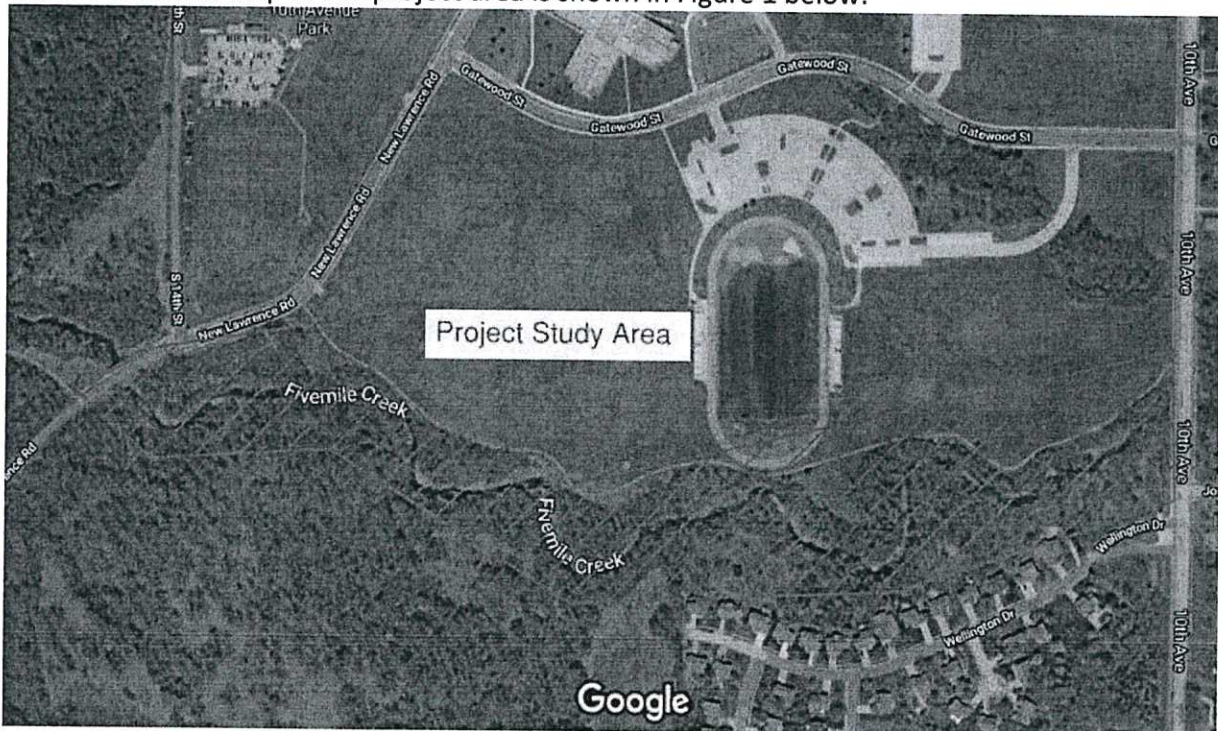


FIGURE 1: 5 Mile Creek Project Area

WRS proposes the following major items as part of this scope of engineering services:

1. Coordinate all activities of the study team
2. Gather patient background information that could include, previous reports, previous geotechnical information and previously competed hydraulic models
3. Complete a field investigation of the project study area.
4. Complete a hydraulic and sediment transport evaluation for the project study area.
5. Complete an alternatives analysis to remediate the areas of slope failure with associated costs
6. Recommend remediations for each site and spit the project into prioritized stages

Upon receiving the notice-to-proceed, WRS will provide the services identified in this Scope. Other requested services not described in this scope may be added as an amendment to the contract.

1.0 COORDINATE ALL ACTIVITIES OF THE DESIGN TEAM

WRS will coordinate all the activities of our design team, which include team coordination and internal team meetings, and meetings with the City, School District and stakeholders.

BACKGROUND INFORMATION

2.0 GATHER BACKGROUND INFORMATION FOR THE PROJECT AREA

WRS will collect the pertinent and available background data for the project. This information may include, but not be limited to:

- Previously completed geotechnical studies in the area.
- Effective hydrologic and hydraulic FEMA models.
- Previously completed reports for the project area or nearby
- Previously constructed bridge plans for 10th Avenue and New Lawrence Road.
- Other information available information pertinent to the study.

3.0 CONDUCT FIELD INVESTIGATION FOR THE 5 MILE CREEK IN THE AREA SHOWN IN FIGURE 1 (PROJECT STUDY AREA)

WRS will complete a site investigation of the project study area to identify slope and creek stability issues.

Since there previous geotechnical studies available from projects in the immediate area, WRS will not complete a geotechnical investigation during this preliminary engineering study. This will be deferred to the design phase of the project.

Since the City of Leavenworth will supply the aerial mapping for the project, no detailed topographic survey will be completed during this preliminary engineering study. This will be deferred to the design phase of the project.

3.1 WRS complete a site visit to collect pertinent information and measurements that will include

- Stream planform information and measurements
- Channel bank information and measurements
- Stream channel geometry measurements
- Bedrock information and measurements
- GPS locations of pertinent features

4.0 HYDRAULIC AND SEDIMENT TRANSPORT ANALYSIS

WRS will develop a two-dimensional hydraulic model of the project area using City-provide lidar information. The hydraulic model will be used to evaluate sediment transport parameters to characterize the sediment transport along the project reach.

WRS will also obtain the Effective flood model for 5 Mile Creek from FEMA to be used for evaluation of the alternatives on the base flood elevation along the creek.

- 4.1 WRS will complete a two-dimensional hydraulic model for existing conditions using HEC-RAS 2D. The City-provided lidar will be used as the base mapping information to create the surface for the model.
- 4.2 WRS will evaluate the results of the model to characterize the sediment transport parameters calculated by the model. These parameters will be compared to visual observations from the site visit.
- 4.3 Based on the site visit and the results of the modeling, WRS will complete a quantitative assessment of the stream stability along the project using the Channel Condition Scoring Matrix in Section 5600 of the Kansas City Metropolitan Standard Specifications and Design Criteria. The stream reach will be divided into sub-reaches based on the geologic and stream planform factors.
- 4.4 WRS will obtain the Effective FEMA model and run it as required to duplicate the results from the Flood Insurance Study for 5 Mile Creek.

5.0 ALTERNATIVES ANALYSIS

- 5.1 WRS will develop alternatives for the three primary slide areas that have already been identified (see map below). The alternatives analysis will a concept design of the improvements, opinion of probable construction cost and a priority ranking based on the cost and the channel condition score.



- 5.2 WRS will develop less detailed concepts for the remainder of the stream reach and will prioritize them based on cost and channel condition score.
- 5.3 WRS will revised the alternatives as necessary after meeting with the City and the School District.

6.0 RECOMMENDATIONS

- 6.1 WRS will develop recommendations for projects based on priority and cost. These recommendations will be completed with input from the City and the School District.
- 6.2 WRS will complete a report that summarizes the field investigations, modeling, alternatives analysis, permitting implications, cost and recommendations.
- 6.3 WRS will revise the report as necessary after the review meeting with the City and the School District. One electronic copy and two hard copy reports will be completed and delivered to the City and School District.

7.0 MEETINGS

WRS will hold the following meetings. All meetings have been budgeted to be in-person, but may be held virtually if health and safety concerns warrant it.

- 7.1 WRS will attend a kickoff meeting with the City and the School District.
- 7.2 WRS will attend a meeting to present the channel condition information and the alternatives.
- 7.3 WRS will attend a report review meeting with the City and the School District.
- 7.4 WRS will attend one City Commission meeting.
- 7.5 WRS will attend one School Board meeting.

Additional Services

Services not covered under this scope of services will be considered Additional Services and will be negotiated as an amendment to this scope of services and contract. Additional services could include meetings, additional submittal requirements, design services, etc.

POLICY REPORT PWD NO. 21-08

CONSIDER CONTRACT FROM WILSON & COMPANY FOR DESIGN OF
STORMWATER IMPROVEMENTS IN
700 BLOCK OF POTTAWATOMIE

PROJECT NO. 2021-951

February 9, 2021

Prepared by:

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

Reviewed by:

Paul Kramer
City Manager

ISSUE:

Consider approval of design contract with Wilson & Company for design of stormwater improvements in 700 block of Pottawatomie.

BACKGROUND:

City staff has been working to address several long-standing projects associated with unresolved stormwater issues. These projects often have been surrounded by an "Orange Fence" for an extended period of time. This would be the fourth of these "Orange Fence" Projects since the adoption of the stormwater fee.

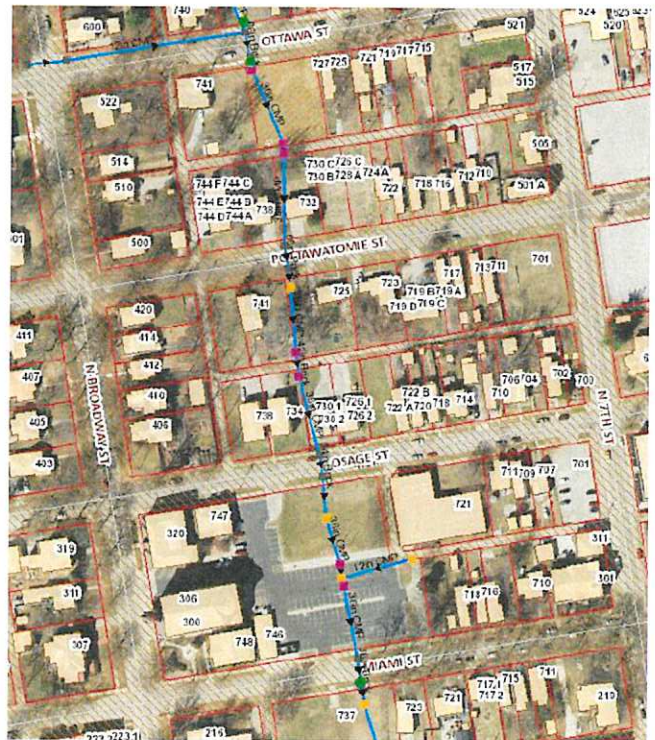
The drainage channel between Broadway and 7th Street running south from Metropolitan Avenue through downtown is known to have many issues in high rainfall events. A project near Ottawa Street was completed a few years ago to address known flooding problems in that area.

This project is to evaluate issues south of Ottawa Street to Miami Street and design a project to address the known flooding concerns near 741 Pottawatomie. The study portion of this contract will assist the City in project selection in future years.

Wilson Engineers is currently designing the project at 2nd and Chestnut. They have also completed several complex designs for the City in similar situations, most recently Stubby Park drainage improvements.

Staff has reviewed this project with Wilson. The scope of the project takes full advantage of their knowledge of City expectations, GIS system and previous drainage studies.

It is expected that the study and design will be complete in the summer of 2021. The project can be constructed in late 2021 depending on actual project cost and needs for easements from adjoining property owners.



Sufficient funding is currently budgeted in the CIP from the Stormwater Fee.

RECOMMENDATION:

Staff recommends that the City Commission approve the contract with Wilson & Company Corporation for design storm drainage improvements at 741 Pottawatomie not to exceed \$29,450.

ATTACHMENTS:

Wilson & Company Proposals for Design Services

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2021 (Effective Date), by and between **City of Leavenworth, Kansas**, hereinafter referred to as the "Owner", and **Wilson & Company, Inc., Engineers & Architects**, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the Owner desires to have the Consultant provide professional engineering services for the **741 Pottawatomie Drainage Improvements**, hereinafter referred to as the "Project."

WHEREAS, the Owner has selected the Consultant to perform the services as described herein.

NOW, THEREFORE, the Owner and the Consultant in consideration of their mutual covenants herein agree in matters pertaining to the performance or furnishing of professional engineering services by the Consultant with respect to the Project and the payment for those services by the Owner as set forth below. This Agreement will become effective on the date first above written.

**ARTICLE I
CONSULTANT SERVICES**

- A. The Consultant shall provide the services set forth in Exhibit A.
- B. Upon the Agreement becoming effective, the Consultant is authorized to begin services as set forth in Exhibit A.
- C. If authorized in writing by the Owner, and agreed to by the Consultant, services beyond the scope of the Agreement will be performed by the Consultant for additional compensation.

**ARTICLE II
OWNER'S RESPONSIBILITIES**

The Owner shall do the following in a timely manner so as not to delay the services of the Consultant and shall bear all costs thereto:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to the Consultant's services for the Project.
- B. Provide the Consultant with all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which the Owner will require to be included in the Drawings and Specifications.
- C. Furnish to the Consultant any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

- E. Authorize the Consultant to provide Additional Services as set forth in Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under the Agreement.
- G. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as the Owner deems appropriate with the respect to such examination) and render in writing decisions pertaining thereto.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as Owner may require or Consultant may reasonably request with regard to legal issues pertaining to the Project.
- I. Furnish to the Consultant data as to the Owner's anticipated costs for services to be provided by others for the Owner so that the Consultant may make the necessary calculations to develop and periodically adjust the Consultant's opinion of Total Project Costs.

**ARTICLE III
TIME SCHEDULE**

- A. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, the Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of the Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the Owner has requested changes in the scope, extent, or character of the Project, the time of performance of the Consultant's services shall be adjusted equitably.
- C. For the purposes of this Agreement, the term "day" means a calendar day of 24 hours.
- D. If the Owner fails to give prompt written authorization to proceed with any phase of services after the completion of the immediately preceding phase, or if the Consultant's services are delayed through no fault of the Consultant, the Consultant may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement.
- E. If the Consultant's services are delayed or suspended in whole or in part by the Owner, or if the Consultant's services are extended by Contractor's actions or inaction for more than 90 days through no fault of the Consultant, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

- A. The Owner shall pay the Consultant for the services set forth in Exhibit A, as follows;

1. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and the subconsultant's charges, if any.
2. The Consultant's Standard Hourly Rates are attached as Exhibit B.
3. The total compensation for services defined in Exhibit A is estimated to be \$29,450.00.
4. The Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the Owner.
5. The total estimated compensation for the Consultant's services included in the breakdown by phases as noted in Paragraph A.3 incorporates all labor, overhead, profit, reimbursable expenses, and the subconsultant's charges, if any.
6. The amounts billed for the Consultant's services will be based on the cumulative hours charged to the Project during the billing period by each class of the Consultant's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses and the subconsultant's charges, if any.
7. The Standard Hourly Rates schedule will be adjusted annually to reflect equitable changes in the compensation payable to the Consultant.
8. Payment shall be made to the Consultant by the Owner within thirty (30) days after receipt of Consultant's invoice. If the Owner fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amount due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day.

ARTICLE V OPINIONS OF COST

A. The Consultant's opinions of probable Construction Cost provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by other, or over the Contractors' methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the Consultant. If the Owner wishes greater assurance as to probable Construction Cost, the Owner shall employ an independent cost estimator as provided in Article 2.

B. The Consultant assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE VI GENERAL PROVISIONS

A. Standards of Performance: The Consultant shall perform for or furnish to the Owner professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the Owner's prime design professional for the Project. The Consultant may employ subconsultants as Consultant deems necessary to assist in the performance or

furnishing of professional engineering and related services hereunder. The Consultant shall not be required to employ any subconsultants who are unacceptable to the Consultant.

The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services.

The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Owner shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in the Owner-furnished information.

The Consultant and the Owner shall comply with applicable Laws or Regulations and the Owner-mandated standards. The Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be basis for modifications to the Owner's responsibilities or to the Consultant's scope of services, times of performance, or compensation.

The Owner shall be responsible for, and the Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the Owner to the Consultant pursuant to this Agreement. The Consultant may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

The Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the Consultant.

The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Owner agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

During the Construction Phase, the Consultant shall not supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, or safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

The Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the contract Documents.

The Consultant shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except the Consultant's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by the Owner without consultation and advice of the Consultant.

B. Change in Scope: The Scope of the Work described in Exhibit A, shall be subject to modification or supplement upon the written agreement of the Owner and the Consultant. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

C. Reuse of Documents: All documents, including Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

Copies of the Owner-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant pursuant to Article II. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Owner to the Consultant are only for convenience of the Consultant. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Copies of Documents that may be relied upon by the Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the Owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected with the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after the acceptance by the Owner.

When transferring documents in electronic media format, the Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this Project.

The Owner may make and retain copies for the use on the Project by the Owner and others; however, such documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any such reuse or modification without written approval or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Consultant or its subconsultants. The Owner shall indemnify and hold harmless the Consultant and its subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle the Consultant to further compensation at rates to be agreed upon by the Owner and the Consultant.

D. Insurance: The Consultant shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The Consultant shall list the Owner as an additional insured on the Consultant's general liability insurance policy.

The Owner shall list the Consultant as an additional insured on any general liability or property insurance policies carried by Owner which are applicable to the Project. The Owner shall require the Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list the Consultant as an additional insured with respect to such liability, property and other insurance purchased and maintained by the Contractors. All policies of property insurance shall

contain provisions to the effect that the Consultant's interests are covered and that, in the event of payment of loss or damage, the insurers will have no rights of recovery against any of the insured or additional insured thereunder.

E. Termination: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that in any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated, but it is mutually agreed by the parties that the Owner will use them solely in connection with this Project, except with the written consent of the Consultant.

F. Controlling Law: This Agreement is to be governed by the law of Kansas.

G. Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Consultant is legally liable.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Owner is legally liable, and arising from the Project that is the subject of this Agreement.

The Consultant is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.

H. Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

The Owner and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

H. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Owner and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

J. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

K. Successors and Assigns: The Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of Owner and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the Owner nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the Owner and the Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on the first page.

OWNER:

CONSULTANT:

CITY OF LEAVENWORTH, KANSAS

**WILSON & COMPANY, INC.,
ENGINEERS & ARCHITECTS**

By: _____

By: _____ Justin C. Klaudt

Signature: _____

Signature:  _____

Title: _____

Title: _____ Vice President

Date Signed: _____

Date Signed: _____ February 4, 2021

Exhibit A
Scope of Services
741 Pottawatomie Drainage Improvements
December 7, 2020

General Scope of Services

The purpose of this contract is to provide professional design services to develop construction plans, special provisions, and engineer's estimates for the replacement of the storm sewer system between N Broadway Street and N 7th Street from the water quality system at 727 Ottawa Street to the water quality inlet at 737 Miami Street. The proposed improvements will include the replacement of the existing CMP and brick storm sewer system that crosses between and potentially under residential structures on Pottawatomie Street and Osage Street.

The overall plan development at Preliminary Plans will be 60% complete. The Final Check Plans will be 95% complete and Final Plans, Special Provisions, and Estimate (PS&E) will be 100% complete.

Location Map



Detailed Scope of Services

Section 1 – Data Collection and Field Survey

- 1.1 Survey Control. The Consultant will establish the survey control network of the project. Horizontal and vertical control points will be set along the proposed road corridor to be used for design surveys. References will be tied to each monument. Benchmarks will be set on permanent structures that have less likelihood of being disturbed. Elevations will also be determined for all horizontal control points. Datum: NAVD 88.
- 1.2 Utility Locates. The Consultant will contact utility companies through the Kansas One-Call system and as supplemented by the City for those utility companies not associated with the One-Call system. Utilities will be horizontally field located according to field marks by the utility companies or by a One-Call locator. If there is no response to the initial request, Kansas One-Call will be contacted a second time to re-issue the locate notices. The man-hours for this item are based on all utilities being marked within two (2) weeks of the time of the locate request. If a utility owner does not respond to the locate request, the Consultant will contact the City to discuss a plan of action and estimated cost to complete the survey.
- 1.3 Topographic Field Survey. Perform field surveys to obtain sufficient detail for the project design. The field information shall include topographic information to clearly identify breaklines, slopes, and terrain including; trees, landscaping, residential structures, edge of pavement, etc.
- 1.4 Locate Storm and Sanitary Sewer Structures. The inflow/outflow elevations for storm and sanitary sewer structures will be located along with the size and type of structure and the size and type of the conduit entering and leaving the structure.
- 1.5 Locate Manmade Objects. Fixed location manmade objects visible on the surface will be located horizontally and vertically (at the ground) including low opening elevation of houses.
- 1.6 Property Lines and Ownerships. The Consultant will order O&E reports from a local title company. The deliverables from the title company will need to include the ownership name, identification of any encumbrances on the property, a description of the property, and copies of deeds and any easements associated with the property. If the property is platted, a copy of the subdivision plat will be required. The Consultant will use this information to develop the right-of-way and property information used in the base mapping. The Consultant has identified a total of 7 individual tracts.

Section 2 – Preliminary Plan Development (60% Complete)

- 2.1. Develop a hydrologic and hydraulic analyses for the existing and proposed storm sewer system to confirm the discharges already developed by the City for the system. The 10% and 1% design storms will be analyzed in accordance with KC APWA 5600. Prepare a drainage area map for the project. Each subbasin for each inlet structure will be clearly identified on the drawing.
- 2.2. Develop an alternatives analysis to discuss a concept level design based on the previously develop hydrologic and hydraulic analysis with associated cost estimate to evaluate the extent of the project limits. Wilson & Company will meet with the City to discuss the concept level plan sheets.
- 2.3. Design the storm sewer system to convey the design storm per design criteria outlined in KC APWA 5600 and confirmed with the City at the project kick-off meeting.
- 2.4. Develop a grading plan for overflow swales to convey the 1% design storm without flooding adjacent residences, if an overflow path exists.
- 2.5. The Consultant will provide the City with stormwater quality analysis to investigate opportunities to improve storm water quality with the system by replacing standard curb inlets with water quality inlets.

- 2.6. Design temporary and permanent erosion control measures. Develop a temporary erosion control plan for the proposed improvements, which may include silt fencing, wattles, sedimentation basins, and other erosion control measures during construction activities. Develop a permanent restoration plan that will include seeding/sodding, rip rap, turf reinforcement mat (TRM), channel vanes, vegetative plantings, or other measures necessary.
- 2.7. Prepare a preliminary drawing for the traffic control and construction phasing plan.
- 2.8. The following plan sheets will be prepared for the Field Check plan submittal.
 - Title Sheet
 - General Layout Sheet
 - Storm Sewer Plan and Profile Sheets
 - Erosion Control Sheets (Permanent & Temporary)
 - Traffic Control and Construction Phasing Sheets
 - Drainage Area Map
- 2.9. The Consultant will prepare an Opinion of Probable Construction Cost using City standard bid items and recent bid tabs for the City of Leavenworth and the KDOT quarterly reports in conjunction with local cost information provided by the City.
- 2.10. The Consultant will attend a Preliminary Plan review meeting with City staff.

Section 3 – Final Check Plans and Easement Documents (95% Complete)

- 3.1. Based on the comments received from the City during the Preliminary Plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use during this plan development phase. Any proposed easements will be noted on the plans using station/off-set call outs as per KDOT requirements.
- 3.3. Prepare exhibits that will include one (1) temporary easement description and one (1) permanent easement description per tract. The Consultant's fee is based on writing descriptions one (1) time. Any changes to the exhibit or the legal descriptions resulting from negotiations as part of the property acquisition process will be provided as Additional Service. It is assumed that no additional right-of-way will be required.
- 3.4. The Consultant will prepare specifications for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.
- 3.5. The Consultant will prepare an Opinion of Probable Construction Cost using City standard bid items and recent bid tabs for the City of Leavenworth and the KDOT quarterly reports in conjunction with local cost information provided by the City.
- 3.6. The Consultant will attend a Final Check Plan review meeting with City staff.

Section 4 – Final Plans, Special Provisions, and Estimate (100% Complete)

- 4.1. Based on the comments received from the City during the Final Plan review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use.
- 4.2. The Consultant will modify the specifications based on comments received by the City.
- 4.3. The Consultant will prepare an Opinion of Probable Construction Cost using City standard bid items and recent bid tabs for the City of Leavenworth and the KDOT quarterly reports in conjunction with local cost information provided by the City.
- 4.4. The Consultant will submit PDF plans to Drexel Technologies for bidding the project.

Section 5 – Utility Coordination

- 5.1. The Consultant will submit a Utility Location Report to each of the utility companies identified in the project corridor. The report will also include 11 x 17 conceptual plan sheets of the project for their use in locating their facilities. The information received from each utility company will be used to verify the utilities located during the field survey.
- 5.2. The Consultant will attend one (1) regularly scheduled meeting with the City's Utility Group to during the development of the Final Check Plans to review each of the utility company's decisions that will need to have been made with regard to the relocation of their facilities that are in conflict with the proposed improvements. Coordination between the various utilities will be discussed. The location of any utility easements will be required for the Right-of-Way Plan preparation.

Section 6 – Project Meetings

- 6.1. The Consultant will attend a kick-off meeting at City Hall to discuss the project schedule and specific design issues that will need to be resolved.
- 6.2. The Consultant will attend one (1) door-to-door meeting with the affected property owners to present the Final Plans.

Section 7 – Construction Phase Services

- 7.1 At this time, construction phase services are not included in this contract. Should the City desire to have Wilson & Company perform construction phase services, including but not limited to the following items, a scope and fee will be negotiated as a supplemental service.
 - Provide construction management reviews
 - Provide on-site inspection
 - Provide materials testing
 - Review shop drawings
 - Review RFI's, change orders, pay applications, etc.
 - Final inspection and letter of acceptance
 - Preparation of record drawings

Assumptions

1. Full-size plan sheets are to be 22" x 36". US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction.
2. Plan scale will be 1"=20'. Profile scale will be 1"=20' horizontal and 1"=10' vertical. The scale of other sheets will be modified depending on the level of detail required.
3. Two (2) full size and two (2) half size plan sets will be submitted to the City for review at each milestone.

City Responsibilities

1. Provide list of property owner names and addresses of affected tracts. The Consultant will use the information for sending letters to each of the property owners along the project corridor to inform them that surveyors will need to have access to their property for the purpose of obtaining property line and topographic information.
2. Provide the City standard design criteria for the design of roadways and storm drainage systems to the Consultant.
3. Provide the City standard details to the Consultant for use in the project.
4. Provide the Consultant with copies of all plats adjacent to the project in *.tif format or hard copy as available.

5. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
6. Notify all property owners along the project and other interested parties of any public meetings.
7. Arrange and provide the facilities for all public and utility meetings.
8. Provide any recent bid tabs to assist in the development of the opinion of probable costs.
9. Acquire all proposed right-of-way and easements, if required.
10. Obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in the Scope of Services.
11. Arrange utility meetings.
12. Prepare the Project Manual for use during the bidding process.

Items Not Included in the Scope of Services

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services.
2. Environmental investigations, permits or services except as specifically identified.
3. Full property survey or setting of new property corners if they are missing is not required.
4. Flagging of the proposed right-of-way and easements as part of the appraisal process.
5. Preparation of any environmental clearance documents, except as noted in the scope of services.
6. Revisions or modifications to the construction plans, legal descriptions, and/ or exhibits created by negotiations between the City and the property owner during property acquisition.
7. Printing and review of bidding documents.

**EXHIBIT A
 FEE ESTIMATE WORKSHEET**

Fee Reviewed by: JCKlaudt
 Date: 01/27/21

TASK ID	WORK TASK DESCRIPTION	ESTIMATED MANHOURS										TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE	
		1051 P5 Project Manager	1051 P2 Project Engineer	1051 PD2 CADD Designer	1221 FS6 Survey Manager	1221 FS5 Survey Crew Chief	1221 FS4 Surveyor									
PHASE 01 - Data Collection and Field Surveys																
1.1	Survey Control			2		1						4.00	\$	331.00	\$	331.00
1.2	Utility Locates						1					5.00	\$	484.00	\$	484.00
1.3	Topographic Field Survey			8								8.00	\$	2,024.00	\$	2,399.00
1.4	Locate Storm and Sanitary Sewer Structures			2								2.00	\$	681.00	\$	285.00
1.5	Locate Manmade Objects			2								2.00	\$	506.00	\$	506.00
1.6	Property Lines and Ownerships			2			1					9.00	\$	815.00	\$	2,815.00
	Subtotal	0	0	16	2	19	2	19	0	0	0	56.00	\$	4,841.00	\$	7,501.00
PHASE 02 - Preliminary Plan Development																
2.1	Develop Hydraulic Analysis	1	8									9.00	\$	926.00	\$	926.00
2.2	Develop Alternatives Analysis	2	16									18.00	\$	1,852.00	\$	1,852.00
2.3	Develop Storm Sewer Design		8									8.00	\$	760.00	\$	760.00
2.4	Develop Grading Plan		6									6.00	\$	570.00	\$	570.00
2.5	Develop Water Quality Features		2									2.00	\$	190.00	\$	190.00
2.6	Develop Temporary and Permanent Erosion Control Plan		2									2.00	\$	190.00	\$	190.00
2.7	Develop Traffic Control and Construction Phasing Plan	1	6									7.00	\$	736.00	\$	736.00
2.8	Prepare Preliminary Plans	4	32	16								52.00	\$	4,952.00	\$	4,952.00
2.9	Prepare Construction Cost Estimate	1	2									3.00	\$	356.00	\$	356.00
2.10	Attend Preliminary Plan Review Meeting	3	3									6.00	\$	783.00	\$	783.00
	Subtotal	12	85	16	0	0	0	0	0	0	0	113.00	\$	11,315.00	\$	11,315.00
PHASE 03 - Final Check Plans and Easement Documents																
3.1	Revise Preliminary Plans Based on City Comments	4	24	4								32.00	\$	3,256.00	\$	3,256.00
3.2	Identify Proposed Easements			4								4.00	\$	312.00	\$	312.00
3.3	Prepare Legal Descriptions and Exhibits			4	2							6.00	\$	580.00	\$	580.00
3.4	Prepare Specifications for Non-Standard Items	1	3									4.00	\$	451.00	\$	451.00
3.5	Prepare Construction Cost Estimate	1	2									3.00	\$	356.00	\$	356.00
3.6	Attend Final Check Plan Review Meeting	3	3									6.00	\$	783.00	\$	783.00
	Subtotal	9	32	12	2	0	0	0	0	0	0	55.00	\$	5,738.00	\$	5,810.00
PHASE 04 - Construction Plans, Special Provisions, and Engineer's Estimate																
4.1	Revise Final Check Plans Based on City Comments	2	16	4								22.00	\$	2,164.00	\$	2,164.00
4.2	Revise Specifications Based on City Comments	1										1.00	\$	166.00	\$	166.00
4.3	Prepare Construction Cost Estimate	1										1.00	\$	166.00	\$	166.00
4.4	Submit PDF Plans to Drexel Tech.		1									1.00	\$	95.00	\$	95.00
	Subtotal	4	17	4	0	0	0	0	0	0	0	25.00	\$	2,591.00	\$	2,591.00
PHASE 05 - Utility Coordination																
5.1	Utility Location Report		2									2.00	\$	190.00	\$	190.00
5.2	Attend City Utility Meeting to Review Final Check Plans	3	6	3								6.00	\$	783.00	\$	855.00
	Subtotal	3	5	0	0	0	0	0	0	0	0	8.00	\$	973.00	\$	1,045.00
PHASE 06 - Project Meeting																
6.1	Attend Project Kick-off Meeting	1	1									2.00	\$	261.00	\$	333.00
6.2	Attend Public Meeting	3	6	3								6.00	\$	783.00	\$	855.00
	Subtotal	4	4	0	0	0	0	0	0	0	0	8.00	\$	1,044.00	\$	1,188.00
TOTALS		32	143	48	4	19	4	19	0	0	0	265.00	\$	26,502.00	\$	29,450.00

2020 Hourly Rates



LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
A1	Intern Architect, Job Captain (Unlicenced)	\$ 88.00	\$ 88.00
A2	Intern Architect, Job Captain (Unlicenced)	\$ 96.00	\$ 96.00
A3	Intern Architect, Job Captain (Unlicenced)	\$ 115.00	\$ 115.00
A4	Architect (Licenced)	\$ 140.00	\$ 140.00
A5	Architect (Licenced)	\$ 167.00	\$ 167.00
A6	Architect (Licenced)	\$ 210.00	\$ 210.00
A7	AVP, VP, Ops Manager	\$ 240.00	\$ 240.00
AD1	Receptionist/File Clerk	\$ 42.00	\$ 63.00
AD2	Administrative Assistant II/Receptionist	\$ 54.00	\$ 81.00
AD3	Administrative Assistant III/Receptionist	\$ 66.00	\$ 99.00
AD4	Administrative Assistant IV/Executive Assistant IV	\$ 72.00	\$ 108.00
AD5	Senior Administrative Assistant V/Executive Assistant V	\$ 90.00	\$ 135.00
FC1	Junior Construction Observer	\$ 50.00	\$ 75.00
FC2	Construction Observer/Inspector	\$ 60.00	\$ 90.00
FC3	Construction Observer/Inspector	\$ 70.00	\$ 105.00
FC4	Construction Observer/Inspector	\$ 80.00	\$ 120.00
FC5	Senior Construction Observer/Inspector	\$ 110.00	\$ 110.00
FC6	Senior Construction Observer/Inspector	\$ 140.00	\$ 140.00
FS1	Survey Tech I	\$ 46.00	\$ 69.00
FS2	Survey Tech II	\$ 53.00	\$ 80.00
FS3	Survey Tech III	\$ 60.00	\$ 90.00
FS4	Crew Chief, Senior Crew Chief	\$ 88.00	\$ 132.00
FS5	Chief Surveyor (Licensed)	\$ 122.00	\$ 122.00
FS6	Survey Manager (Licensed)	\$ 152.00	\$ 152.00
FS7	Operations Manager (Licenced)	\$ 210.00	\$ 210.00
IA1	Intern I	\$ 36.00	\$ 54.00
IA2	Intern II	\$ 50.00	\$ 75.00
IA3	Intern III	\$ 60.00	\$ 90.00
OD1	CADD Technician (entry level)	\$ 44.00	\$ 66.00
OD2	CADD Technician	\$ 52.00	\$ 78.00
OD3	CADD Technician	\$ 65.00	\$ 97.50
OD4	CADD Technician	\$ 80.00	\$ 120.00
OD5	Senior CADD Technician/CADD Manager	\$ 90.00	\$ 135.00
OP1	Apprentice Stereo Operator	\$ 48.00	\$ 72.00
OP2	Stereo Operator	\$ 60.00	\$ 90.00
OP3	Stereo Operator/GIS Analyst	\$ 75.00	\$ 112.50
OP4	Stereo Operator/GIS Analyst	\$ 98.00	\$ 147.00
OP5	Chief Photogrammetrist	\$ 112.00	\$ 112.00

2020 Hourly Rates



LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
OP6	Chief Photogrammetrist	\$ 146.00	\$ 146.00
OP7	Chief Photogrammetrist	\$ 230.00	\$ 230.00
P1	Graduate Enginner (Unlicensed)	\$ 88.00	\$ 88.00
P2	Graduate Enginner (Unlicensed)	\$ 96.00	\$ 96.00
P3	Staff Detail Designer (Unlicensed)	\$ 115.00	\$ 115.00
P4	Staff Detail Designer (Licensed)	\$ 140.00	\$ 140.00
P5	Project Designer (Licensed)	\$ 167.00	\$ 167.00
P6	Project Designer (Licensed)	\$ 210.00	\$ 210.00
P7	Department Head, Principal (Licensed)	\$ 240.00	\$ 240.00
PL1	Junior Planner (Unlicensed)	\$ 60.00	\$ 90.00
PL2	Junior Planner (Unlicensed)	\$ 78.00	\$ 117.00
PL3	Planner (Unlicensed)	\$ 100.00	\$ 150.00
PL4	Senior Planner (Licensed)	\$ 140.00	\$ 140.00
PL5	Senior Planner/Project Mgr (Licensed)	\$ 186.00	\$ 186.00
PL6	Senior Planner/Project Manager (Licensed)	\$ 210.00	\$ 210.00
PL7	AVP, VP, Ops Manager	\$ 240.00	\$ 240.00
PD1	CADD Designer	\$ 74.00	\$ 111.00
PD2	CADD Designer	\$ 78.00	\$ 117.00
PD3	CADD Designer	\$ 96.00	\$ 144.00
PD4	Senior CADD Designer	\$ 101.00	\$ 101.00
PD5	Senior CADD Designer	\$ 128.50	\$ 128.50
RP1	Junior Railroad Technician	\$ 88.00	\$ 88.00
RP2	Railroad Technician	\$ 96.00	\$ 96.00
RP3	Railroad Technician/Specialist	\$ 115.00	\$ 115.00
RP4	Senior Railroad Specialist	\$ 140.00	\$ 140.00
RP5	Senior Railroad Specialist, RR Project Manager	\$ 167.00	\$ 167.00
RP6	Senior Railroad Specialist, RR Project Manager	\$ 210.00	\$ 210.00
SP1	Junior RE Specialist/Consultant	\$ 60.00	\$ 90.00
SP2	RE Specialist/Public Involvement/Consultant	\$ 78.00	\$ 117.00
SP3	Planner/ROW Agent/Project Manager	\$ 100.00	\$ 150.00
SP4	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 140.00	\$ 140.00
SP5	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 160.00	\$ 160.00
SP6	Senior RE Specialist/Planner/Project Manager	\$ 195.00	\$ 195.00
SP7	AVP, VP, Ops Manager	\$ 220.00	\$ 220.00