



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

**CITY COMMISSION REGULAR MEETING**  
**COMMISSION CHAMBERS**  
**TUESDAY, OCTOBER 24, 2023 6:00 P.M.**

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

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

**PROCLAMATIONS:**

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

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

2. Minutes from October 10, 2023 Regular Meeting **Action:** Motion (pg. 06)

**NEW BUSINESS:**

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

**General Items:**

3. Consider Request to Name City-Owned Property (Skate Park) **Action:** Motion (pg. 10)
4. Consider Delaware Street Closure Request for Special Event **Action:** Motion (pg. 17)
5. Mayor’s Appointments **Action:** Motion (pg. 20)
6. Update on Unsafe & Dangerous Fire Damaged Structure 707 Pawnee Street **Action:** Motion (pg. 21)
7. Update on Unsafe & Dangerous Structures; Given 60 Day Extension at August 22<sup>nd</sup> Meeting **Action:** Motion (pg. 23)

**Bids, Contracts and Agreements:**

8. Consider Approval of 2024 Landfill Services Contract **Action:** Motion (pg. 28)
9. Consider Award of Uniform Rental Bid **Action:** Motion (pg. 33)

**Staff Report:**

- Update on 4<sup>th</sup> Street/K-7 Between Choctaw & Seneca Project (pg. 35)
- Snow and Ice Control Operation Plan (pg. 36)

**Consent Agenda:**

Claims for October 7, 2023 through October 20, 2023, in the amount of \$873,669.27; Net amount for payroll #21 effective October 20, 2023, in the amount of \$389,455.95 (Police & Fire Pension in the amount of \$7,134.65).

**Action:** Motion

**Discussion Items:**

**Other:**

**Adjournment**

**Action:** Motion

# City of Leavenworth, Kansas



## Proclamation

- WHEREAS,** *The City of Leavenworth, Kansas hopes that all of its citizens enjoy healthy, productive and meaningful lives; and*
- WHEREAS,** *The United Way of Leavenworth County advances the common good by creating opportunities for a better life for everyone; and*
- WHEREAS,** *The United Way of Leavenworth County focuses on education, income and health – which are building blocks for a good quality of life – because we all win when a child succeeds in school, when families are financially stable and when people are in good health; and*
- WHEREAS,** *It takes every part of the community – individuals, businesses and organizations – to supply the passion, expertise and resources needed to create lasting change for the better and last year Leavenworth citizens and those of Leavenworth County generously contributed their volunteer energies as well as more than \$220,000 to the United Way of Leavenworth County, thereby investing in programs and initiatives that improve lives and build stronger communities; and*
- WHEREAS,** *The United Way of Leavenworth County kicks off its annual campaign during the months of September through December to unite the community and enhance the lives of those living in Leavenworth, Kansas*

**NOW, THEREFORE,** *I, Jermaine Wilson, Mayor of the City of Leavenworth, Kansas hereby proclaim the months of September through December as:*

## United Way Months

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

\_\_\_\_\_  
*Jermaine Wilson, Mayor*

ATTEST:

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

# City of Leavenworth, Kansas



## Proclamation

- WHEREAS,** *Rotary International, founded on February 23, 1905 in Chicago, Illinois, USA, is the world's first and one of the largest non-profit service organizations; and*
- WHEREAS,** *Rotary is a global network consisting of over 1.4 million members in more than 46,000 clubs in 221 countries and geographical areas who unite as neighbors, friends, leaders, and problem-solvers to take action to create lasting change in communities across the globe; and*
- WHEREAS,** *the Rotary motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and*
- WHEREAS,** *Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, the Bill & Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and*
- WHEREAS,** *polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and*
- WHEREAS,** *to date, Rotary has contributed more than US \$2.6 billion and countless volunteer hours to protecting nearly 3 billion children in 122 countries; and*
- WHEREAS,** *Rotary is working to raise an additional \$50 million per year, which would be leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and*
- WHEREAS,** *these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents; and*
- WHEREAS,** *in addition, Rotary has played a major role in decisions by donor governments to contribute more than \$10 billion to the effort; and*
- WHEREAS,** *there are 73 members of the Rotary Club of Leavenworth who sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in our local community and abroad; and*
- WHEREAS,** *Leavenworth Rotarians have committed their time, talent and treasure to continue support of PolioPlus until Polio is finally eradicated from the earth.*
- NOW, THEREFORE,** *I, Jermaine Wilson, Mayor of the City of Leavenworth, Kansas hereby proclaim October 24, 2023 as:*

## World Polio Day

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

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

\_\_\_\_\_  
*Jermaine Wilson, Mayor*

ATTEST:

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

# City of Leavenworth, Kansas



## Proclamation

- WHEREAS,** *National Family Literacy Day, established by the 103<sup>rd</sup> Congress in 1994, and now marking its 29<sup>th</sup> anniversary on November 1, 2023, highlights the importance of reading and learning for the entire family and emphasizes the impact that parents have on their child's learning; and*
- WHEREAS,** *this day is celebrated across America each year, and focuses on special activities and events that showcase the importance of family literacy programs that empower families and build a nation of readers; and*
- WHEREAS,** *literacy programs across the United States will observe National Family Literacy Day by holding read-a-thons, book drives, workshops and family activities at schools, libraries and community centers to encourage literacy; and*
- WHEREAS,** *as many as one in six adults struggle with reading and writing, and by learning to read, individuals can gain self-respect and confidence and strive toward goals that otherwise would not be achievable; and*
- WHEREAS,** *the National Society of the Daughters of the American Revolution is a nonprofit, nonpolitical volunteer woman's service organization dedicated to promoting patriotism, preserving American history, and securing America's future through better education for children and adults; and*
- WHEREAS,** *education being one of the cornerstone of the National Society of the Daughters of the American Revolution Captain Jesse Leavenworth Chapter is committed in increasing literacy by promoting and supporting literacy programs.*

**NOW, THEREFORE,** *I, Jermaine Wilson, Mayor of the City of Leavenworth, Kansas hereby proclaim November 1, 2023 as:*

## National Family Literacy Day

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

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

\_\_\_\_\_  
*Jermaine Wilson, Mayor*

ATTEST:

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

# City of Leavenworth, Kansas



## Proclamation

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

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

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

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

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

**NOW, THEREFORE,** *I, Jermaine Wilson, Mayor of the City of Leavenworth, Kansas hereby proclaim November 2023 as:*

## National American Indian Heritage Month

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

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

\_\_\_\_\_  
Jermaine Wilson, Mayor

ATTEST:

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



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

**Staff members present:** City Manager Paul Kramer, Assistant City Manager Penny Holler, Chief Building Inspector Harold Burdette, Parks & Recreation Director Steve Grant, Parks & Recreation Deputy Director Brian Bailey, Police Chief Patrick Kitchens, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

**PROCLAMATIONS:**

**Domestic Violence Awareness Month** – Mayor Pro-Tem Martin read the proclamation proclaiming the month of October as Domestic Violence Awareness Month. The proclamation was accepted by Katie Irvin.

**Military Retiree Appreciation Day** - Mayor Pro-Tem Martin read the proclamation proclaiming October 28, 2023 as Military Retiree Appreciation Day. The proclamation was accepted by Norm Greczyn.

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

Commissioner Bauder moved to accept the minutes from the September 26, 2023 regular meeting. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

**Second Consideration Ordinances:**

**Second Consideration Ordinance No. 8226 Approval of Special Use Permit for 722 S 5<sup>th</sup> Street, Restaurant in OBD Zoning District** – City Manager Paul Kramer reviewed the Ordinance. There have been no changes since first introduced at the September 26, 2023 meeting.

Mayor Pro-Tem Martin called the roll and Ordinance No. 8226 was unanimously approved.

**Public Comment:** *(Public comment on non-agenda items or receipt of petitions- limited to 2-3 minutes)*

Maryann Neeland, 113 Topeka Ave:

- Started skate club for local skaters and skate boarders
- Worked with Parks & Recreation to build the skate park
- Eternally grateful for the skate park
- Would like to see an expansion of the existing skate park (bowl, seating, and lighting)

Billy Neeland, 113 Topeka Ave:

- Would like to see the skate park expanded and updated
- Asking for updates to the park
- Thanked Mayor Wilson for helping them along the way

#### **General Items:**

**Review of Unsafe & Dangerous Fire Damaged Structure 805 N 18<sup>th</sup> Street** – Chief Building Inspector Harold Burdette provided the current status of the property granted 90-days to repair or remove the structure at the July 11, 2023 Public Hearing:

- Fire occurred on January 21, 2023
- Building permit was issued on July 31, 2023
- Roof has been replaced and the demolition of the interior has been completed
- Still awaiting replacement of the damaged exterior window

Commissioner Leonhard:

- Asked for clarification on the extension and if the majority of the remaining repairs are interior work

Mr. Burdette:

- Thinks the exterior repairs will be completed in the near future and confirmed the remaining majority of work is interior work

Commissioner Hingula moved to grant a 60-day extension to 805 N 18<sup>th</sup> Street to allow more time for repairs to be made to the structure. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

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

**Consider Award of Design-Build Contract for Parks & Recreation Office Construction** – Parks & Recreation Director Steve Grant presented for approval the design-build agreement for the design and construction of the Parks & Recreation Administrative Offices at the Riverfront Community Center. The 2023-2027 CIP programmed the construction of new administrative offices for the Parks Department. The new offices will occupy what is currently referred to as the “southwing” portion of the center, with access directly to the office area from Esplanade Street. The public will be more proficiently, professionally and safely served from this location. This project was identified as qualifying to be funded through the American Rescue Plan Act (ARPA). The City solicited qualifications from design-build teams for the project. Two design-build teams submitted proposals, which were reviewed by administrative staff. The approved CIP includes \$385,000 for the construction project. The final total project amount will come back to the City Commission for final approval once determined.

Mr. Kramer:

- Noted there is currently no administrative office or space at the Community Center, which is why this project was brought forward

Commissioner Hingula:

- Asked when will the design portion begin

- Do you have a target completion date
- Have you had any discussions on the layout of the space
- What will you do with the vacated space

Mr. Grant:

- Once you approve the contract we can get started
- Hopeful to have it completed by late winter or early spring
- We've had very preliminary discussions on layout but that will all get refined
- The vacated space will become the maintenance office and some storage

Commissioner Leonhard:

- Excited for this project and long overdue

Commissioner Bauder moved to approve the Design-Build Contract for the Parks & Recreation Administrative Offices Project with Sands Construction, LLC, and authorize the Mayor to execute the Contract, as well as Exhibit B Insurance and Bonds. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

**Consider Approval to Purchase Bomb Robot for the Police Department** – Police Chief Patrick Kitchens presented a request to pre-approve a sole source purchase of a new bomb robot for the Police Department. The Police Department operates a 3-person bomb unit that has various equipment including a bomb robot, necessary to mitigate hazardous devices. The current bomb robot is 21 years old and has reached the end of its useful lifecycle. Staff is having difficulty getting parts and technical support to keep it functioning. The City Commission allocated \$230,000 in the 2024 CIP to acquire a new bomb robot. The robot takes 32-36 weeks to build. The request before the Commission is to receive pre-approval with ordering a new robot so the vendor can begin. The monies will not be allocated until 2024 when the robot is complete. If authorized to proceed now, we anticipate receiving the new bomb robot by mid-May 2024. We anticipate receiving federal funds through the Mid-American Regional Council to offset the cost of the new robot in the amount of \$105,000.

Mayor Pro-Tem Martin:

- Asked about an exit clause on our Purchase Order documents

Commissioner Hingula moved to pre-approve the purchase of a new bomb robot for the Police Department from ICOR Technologies in 2024, in an amount not to exceed \$222,009.60. Commissioner Bauder seconded the motion and was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

**Staff Report:**

**Convention & Visitors Bureau Semi-Annual Report** – CVB Manager Kristi Lee provided a briefing to the City Commission on the activities and operations of the Convention & Visitors Bureau. Discussion points included:

- National Tourism Industry Update (Travel and AI)
- State of Kansas Tourism Industry (Total Economic Impact up 20% from 2020)
- Kansas Tourism Accomplishments in 2022
- City of Leavenworth Tourism Industry (Leavenworth Statistics)



- Transient Guest Statistics
- Staffing updates for the CVB Department
- Upcoming Events

Commissioner Bauder:

Commented it's great to see the increases and getting people into our community

Mayor Pro-Tem Martin:

Noted it's great to keep getting the buzz and information out about our community

**Consent Agenda:**

Commissioner Leonhard moved to approve claims for September 23, 2023 through October 6, 2023, in the amount of \$1,524,022.47; Net amount for payroll #20 effective October 6, 2023, in the amount of \$371,068.30 (No Police & Fire Pension). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Martin declared the motion carried 4-0.

**Other:**

City Manager Paul Kramer:

- October 24<sup>th</sup> meeting will include a 4<sup>th</sup> Street Project Presentation
- Cody Park Sports Court Open House events are coming up; looking for public feedback
- October 21<sup>st</sup> is the Trunk or Treat event

Commissioner Leonhard:

- Thanked everyone who attended the St. Joseph Parish Germanfest
- It was a great event

Commissioner Hingula:

- A lot of things are going on within the City
- Attended Oktoberfest at Willcott Brewing and it was a great event
- Also attended the Germanfest; the sauerbraten was good

Commissioner Bauder:

- Received a nice letter from a rider of the LV Ride service; great to hear positive things

Mayor Pro-Tem Martin:

- Thoughts and prayers go out to Nation of Israel regarding the terrible attacks and lives lost

**Adjournment:**

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

Time Meeting Adjourned 6:51 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

**POLICY REPORT NO. P&R 13-23**  
**Parks & Recreation Department**  
**Nomination to Name City-Owned Property**  
**October 24, 2023**

**PREPARED BY:**

  
Steve Grant  
Parks and Recreation Director

**REVIEWED BY:**

  
Paul Kramer  
City Manager

**ISSUE:**

Consider naming city-owned property currently known as the “skatepark” located on the grounds of the sportsfield complex in honor and memory of Cody James Clark.

**BACKGROUND:**

Cody James Clark was a catalyst to get the ball rolling for the addition of a skatepark for the community in Leavenworth. In 2008, Cody wrote letters, visited then Parks and Recreation Director Julie Anderson on multiple occasions, attended parks and recreation meetings, and garnered signatures of support from the community supporting and requesting the addition of a skatepark. Cody, along with some of his fellow skateboarders, presented possible layout and location ideas and recommendations. With Cody’s leadership, their voices were heard, leading to eventual funding and construction of the existing skatepark in 2009.

On Friday, August 11, 2023, Parks and Community Activities Advisory Board Chairman Dave Davis received a nomination to have the skatepark named “*Cody James Clark Skatepark*”. At the September 11, 2023 Parks and Community Activities Advisory Board meeting, the Board discussed the nomination and voted unanimously to recommend to the City Commission naming the park after Cody. Parks and Community Activities Advisory Board Chairman Mr. Dave Davis is present tonight for further discussion.

**BUDGET IMPACT:**

Budget impact is minimal. The cost of sign production can easily be covered in the Parks operating budget. Park maintenance staff will install the sign.

**RECOMMENDATION:**

Staff along with the Parks and Community Activities Advisory Board recommends approval of naming the skatepark “*Cody James Clark Skatepark*”.

**ATTACHMENTS:**

Nomination email

Letter from Cody Clark to Julie Anderson, then City Manager J. Scott Miller, and City Commission Resolution B-1562, Policy for the Naming/Renaming of City-Owned Properties

## Steve Grant

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**From:** David Davis <dave.davis2000@gmail.com>  
**Sent:** Sunday, September 3, 2023 8:29 AM  
**To:** Steve Grant; Brian Bailey; Wendy Hall  
**Cc:** Wendy Sachen (wsachen@aol.com); Jeffery Porter; Jennifer Brenneman Tobey; Steve Zamora; Kara McDaniel; Kara McDaniel2; Edna Wagner; Shelly Cannon (shellycannon2015@gmail.com)  
**Subject:** Fwd: Park Board Agenda item  
**Attachments:** Skatepark Ltr.docx

Hi Steve,

I received this email a couple of days before our last meeting and asked Jim Clark if I could hold off until the September meeting, knowing that I'd miss the August meeting. Please add this request to the September meeting agenda. Jim is willing to come and present the request personally if we desire. I believe that it is a good idea and, in the long run, may even decrease the vandalism at the skateboard park as it would be named for "one of their own".

Thanks,  
Dave

----- Forwarded message -----

**From:** james clark <jlclark1640@hotmail.com>  
**Date:** Fri, Aug 11, 2023 at 1:11 PM  
**Subject:** Park Board Agenda item  
**To:** dave.davis2000@gmail.com <dave.davis2000@gmail.com>, Lori Clark <lclark7724@gmail.com>, Clark, James L (Jim) CIV USARMY CAC (USA) <james.l.clark84.civ@army.mil>

Hi Dave,

Hope things are going well for you. Lori and I have a letter below for you and the Park Board and its next meeting. I don't know if the Board has to have a published agenda prior to the meeting, so I hope our letter and request can be an agenda item for Monday's meeting.

The subject is naming the City's Skate Park.

Leavenworth Park Board,

We would like to propose that the Leavenworth Skateboard Park, located at Sportsfield on 20th Street, be named in memoriam as Cody Clark Skate Park.

Our family moved to Leavenworth KS in the summer of 2005, Cody was 11 years old and an avid skateboarder. He was always searching for places to skate in town. At the time Cody and other skateboarders had nothing except the streets, sidewalks and local businesses with the ramps or loading docks on the back of their buildings. This is where the local skaters had places where could practice their jumps, flips, grinds and slides. None of these locations were ideal for the safety of the kids or appreciated by the businesses.

Cody had a dream a skateboard park could be built in town where he and his fellow skaters could grow up and bring other kids together and to build a skate boarding community in Leavenworth KS.

Cody and the skateboard crew wanted to make this dream come true, so they talked with Julie Anderson who was director of Parks and Recreation at the time and pursued the dream. Julie formed a skateboard committee that included this dedicated group of skateboarders and some parents who wanted to support the project. They attended weekly meetings at the Riverfront Community Center and started making plans. Cody and some of the other kids researched where a park could go and why, they gathered signatures throughout the community to gain support for the skate park. Eventually it was determined that it would be built at the Sportsfield complex.

The community was all in. Haunted Havens, the Halloween ghost ride through Haven's Park was the initial fund raiser for the skatepark. The community came together to create haunted stations to the delight of all the riders. The community's support for Haunted Havens and its goal of fund raising for a skate park was the reason Haunted Havens, was a huge success.

When Cody's dream of the skate park was to become a reality, the excitement that these kids felt was contagious. They were involved in meetings, asked questions about things, even had plans to build on to the skatepark in the future. Cody was an integral part in the designing of the park itself and in the designing of the elements and the placement of the elements. In one particular email from Kim Irelan to Jason Stouder from American Ramp Company, Kim says, "This looks great....we will show it to Cody and see what he thinks" referring to some designs and changes.

Cody was the driving force behind the building of our skate park, he is the reason we have it. By doing what he did, he has given the opportunity to so many skateboarders to practice their talents before entering in competitions and most importantly a place to call their own. Today those original skaters have a place to teach their own kids their passion.

This year, the City, as part of its annual Arbor Day ceremonies on April 28 2023, selected Cody to have the City's Arbor Day tree planted in his honor. Cody's tree, an October Glory Maple, was planted at the skate park where it will continue to grow and provide shade for the future skaters.

Because of Cody's efforts, his willingness to get involved, and community service, we're asking the Park Board's support and its recommendation to name the skatepark Cody Clark Skatepark.

We believe it would be an honor and appropriate to have the skatepark named after Cody.

We thank you for your consideration.

Sincerely,  
Jim and Lori Clark

I've enclosed the kids' original letter from 2008 to the City Manager and the Parks & Rec Director. Its kind of funny, but shows Cody's commitment to the Skate Park and our community.

Please let me know if you need anything else.

Jim

**\*\*\* THIS EMAIL CAME FROM AN EXTERNAL SOURCE. PLEASE BE CAUTIOUS WHEN CLICKING ON LINKS OR ATTACHMENTS.**

To Julie Anderson Park and Rec. Dir.  
To City Manager  
AND City CommisHers

The People-Kids AND Adults WANT  
A SKATE PARK AND BIKE PARK. This is just  
A SUGGESTION THAT MIGHT WORK FOR ALL.

The City is in the process of Building  
A TRAIL A Long 3 mile creek AND This  
is something They CAN WELL AFFORD  
WITH THE TAXES THE PEOPLE PAY. There  
is property down there ALONG 3 mile  
creek THAT CAN BE BOUGHT 3 or 4 Houses  
FACING SHAWNEE STREET BETWEEN THE  
BRIDGE AND OLD DEPO RESTURANT THAT WOULD  
MAKE A GREAT PARK FOR THE KIDS ALL  
OF OUR PARKS DO NOT HAVE ROOM FOR THE  
SKATERS. I HAVE SAW THAT WITH THE NEW  
BRIDGE THAT IT HAS NOT GOTTEN OVER THE  
BANK ON THE SOUTH SIDE OR EAST SIDE AT ALL  
.. LIKE IT FLOODED BEFORE AND IT PROBLEY IS ALL  
COMMERSHALL THAT CLOSE TO DOWNTOWN. SOONER  
OR LATER THE TRAIL MIGHT GO THAT ~~distance~~ distance  
THAT WOULD BE PLENTY ENOUGH A PROPERTY PROBLEY  
ABOUT 16 LOTS MORE OR LESS BETWEEN THE CREEK  
AND SHAWNEE ST. ON THE SOUTH SIDE. CHECK IT  
OUT WE NEED A SKATE PARK PLEASE  
AND IT WOULD BE USED AND HELP KEEP OUR  
KIDS OUT OF THE STREET AND OFF THE SIDEWALKS

THE  
WATER

RESOLUTION NO. B- 1562

A RESOLUTION ESTABLISHING POLICY FOR THE  
NAMING/RENAMING OF CITY-OWNED PROPERTIES

WHEREAS, the City Commission of the City of Leavenworth, Kansas, has deemed it necessary to identify a policy establishing guidelines for the naming or renaming of City-owned properties.

NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING POLICY SHALL EXIST FOR THE PURPOSE OF NAMING OR RENAMING CITY-OWNED PROPERTIES:

- Section 1: Nominations for the naming/renaming of City facilities shall be submitted to an appropriate City Advisory Committee and/or the City Manager.
- Section 2: Written background information shall be attached, and shall include the proposed name of the property, a complete description of the contributions(s) of the individual(s) for whom the naming/renaming is proposed, or the reasoning for the name proposed (if not an individual).
- Section 3: Contributions shall refer to the advancements made by a person or group that benefit the community, state or nation, including, but not limited to, donations of time, money, land, gifts, or service(s) to bring about social well being.
- Section 4: The City Manager, upon receiving the proposal for naming or renaming, shall ensure that all information required is provided by the applicant, and that the information submitted is confirmed. Incomplete applications shall be returned for additional information.
- Section 5: After confirming the information provided by the applicant(s), recommendation(s) will be sent to the appropriate citizen advisory board for review (if not previously done, see #1 above). After reviewing the proposal, the recommendation of the advisory board will be sent to the City Commission for review and possible action.
- Section 6: For continuity's sake, strong bias will be given toward maintaining current names for City-owned facilities. It is the intent of the City Commission to rename facilities only in extraordinarily exceptional cases (very persuasive case).

Section 7: A name must receive a majority vote of the City Commission.

This resolution shall be in effect upon its adoption this 24<sup>th</sup> day of November, 1998.

  
\_\_\_\_\_  
H. B. Weeks, Mayor

ATTEST:

  
\_\_\_\_\_  
Carol Sadler, City Clerk, CMC

Adopted: 11-24-1998



**POLICY REPORT  
CONSIDER DELAWARE STREET CLOSURE REQUEST FOR  
SPECIAL EVENT**

**OCTOBER 24, 2023**

Prepared by:

  
Sarah Bodensteiner CMC, City Clerk

Reviewed by:

  
Paul Kramer, City Manager

**ISSUE:**

The City of Leavenworth Staff and Police Department received a request to close Delaware Street on Saturday, December 9, 2023 from 8:00 a.m. to 10:00 p.m. for a Special Event Christmas Market

**BACKGROUND:**

On October 12, 2023, the City of Leavenworth received a Special Event Application (attached) from Cari Payer to have a Christmas Market on December 9, 2023. The application included a Street Closure Request to close the 500 Block of Delaware Street from 8:00 a.m. to 10:00 p.m. to accommodate the event.

On October 17, 2023, the Chief of Police met with Ms. Payer at the Police Department to review the application and event. She is asking to close Delaware Street which would allow the vendors to set up booths and the walking event. Alternative options and locations were discussed for the event but did not identify one that would work.

City staff have not typically allowed events on city streets that may interfere with other businesses or residents and in particular, on weekdays and Saturdays.

**COMMISSION OPTIONS:**

- Approve the Street Closure Request for Saturday, December 9, 2023 from the 500 Block of Delaware Street from 8:00 a.m. to 10:00 p.m.
- Deny the Street Closure Request for Saturday, December 9, 2023 from the 500 Block of Delaware Street from 8:00 a.m. to 10:00 p.m.

**ATTACHMENTS:**

- Special Event Application
- Street Closure Request Form



# Special Event Application

This applicant makes application for a Special Event in the City of Leavenworth under the provisions of the Code of Ordinances, Chapter 42 - Parks, Recreation, Sidewalks and Other Public Places, Article VII

Fee: \$25.00 Per Event (non-refundable)

Application must be filed with the City Clerk eight (8) weeks prior to the event.

### Event Information:

Name of Event: Christmas Market Type of Event: Art market  
Description of Event: Family friendly shopping event to support local business  
Date of Event: Start Date: 12/9/23 End Date: 12/9/23 Time of Event: Start Time: 10am End Time: 9pm  
Event Location: Delaware between 6th - 5th st (attach route map)

### Applicant Information:

Applicant/Event Coordinator Name: Cari Payer / First City Creatives  
Applicant Address: 2005 5th st City: Leavenworth State: KS Zip: 66048  
Applicant Phone: 706-661-1544 Email: Contact @firstcitycreatives.com

### Sponsoring Organization Information:

Business Name: First City Creatives  
Business Address: 2005 5th st City: Leavenworth State: KS Zip: 66048  
Business Phone: 913-250-8548 Email: Contact @firstcitycreatives.com

### Needs from the city:

Will Event Have: Food Vendors X Alcohol X Inflatables N/A Amplified Sound N/A

### Event Fees and Forms Needed:

- Due at time of event application:**
  - \* KDOR Packet
  - \* Loud Noise Permit: \$5/event
  - \* Park Reservation:
  - \* Street Closure Request
- Due a minimum of 2 weeks prior to event:**
  - \* Certificate of Insurance
  - \* Temporary Liquor Permit: \$25/day
- Due 1 week prior to event:**
  - \* Bounce House(s): Permit required from KS Dept of Labor:
  - \* Temporary Food Vendors: \$0-\$35/vendor (based on licensing provided)

I understand that no candy, gum, or items may be thrown, tossed or otherwise distributed from vehicles or individuals in a parade, run, race or walk.  
CP (initial)

### Event Coordinator Signature:

Date: Oct. 12th 2023

<u>10/12/23</u> Date	<u>[Signature]</u> Received By	Office Use Only		
Due at time of application:	<u>X</u> Route Map	<u>X</u> KDOR	<u>1</u> Park Reservation	
Due after application:	<u>N/A</u> Noise Permit	<u>X</u> Street Closure Request	<u>N/A</u> Temp Liquor	<u>N/A</u> Inflation Certifications
	<u>0</u> COI	<u>0</u> Temp Food	<u>0</u> Temp Liquor	
	____ Fire Chief	____ Police Chief	____ City Manager	



**MAYOR'S APPOINTMENTS**

**OCTOBER 24, 2023**

**Mayor Wilson**

*"Move to*

*Reappoint to the **Community Corrections Advisory Board** Patrick Kitchens and Marcia Jackson to terms ending October 16, 2025;*

*Appoint to the **Leavenworth County Juvenile Corrections Advisory Board** Kelly Meyer, Stephen Walker and William Stephens to terms ending September 15, 2026."*

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

POLICY REPORT PWD NO. 23-46

UPDATE FOR UNSAFE STRUCTURE  
707 PAWNEE STREET

October 24, 2023

Prepared by:



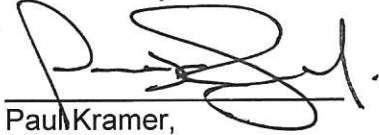
Harold D. Burdette,  
Chief Building Inspector

Reviewed by:



Brian D. Faust, P.E.  
Director of Public Works

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

Consider the status of the fire-damaged structure located at 707 Pawnee Street.

**BACKGROUND:**

This structure was damaged by fire on March 29, 2023. The City received a check from the insurance company for \$8,445. A Public Hearing was held on July 25, 2023, regarding the status of the structure. The Commission adopted Resolution No. B-2341, which stated that the owner was given 30 days for repair or removal of the structure. The owner was given an additional 60 days on September 12, 2023.

The roof, siding and windows have been replaced, and the interior has progressed to the point that all rough-in inspections have been approved and the wall finishes have started to be installed. Staff will continue to monitor the project and perform inspections until the repairs have been completed.

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

The repairs on this structure have progressed to the point that staff is comfortable recommending to the City Commission that releasing the funds is appropriate and consistent with similar projects.

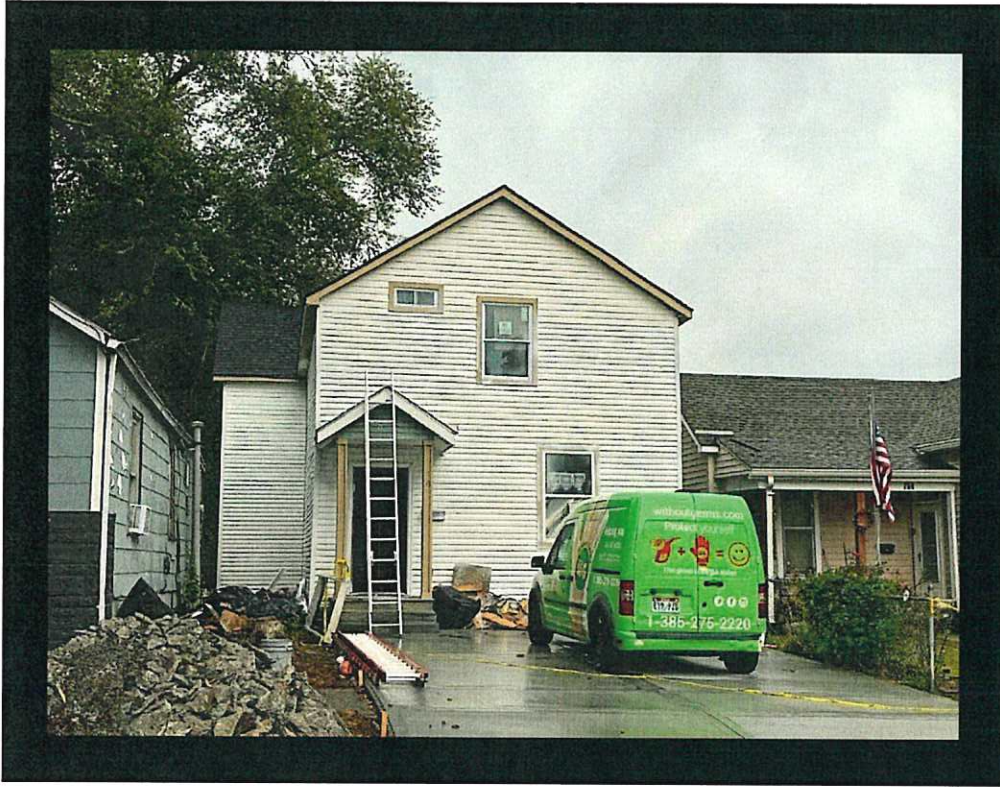
**RECOMMENDATION:**

Staff recommends that the City Commission determine that the structure is no longer considered unsafe or hazardous, and authorize the return of the insurance proceeds to the owner.

**ATTACHMENT:**

Photos of the structure

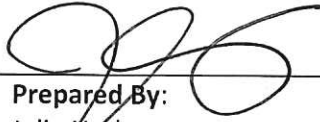
# Policy Report 23-46 707 Pawnee Street



**POLICY REPORT**

**Review Unsafe and Dangerous Structures**

**October 24, 2023**



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



**Reviewed By:**  
Paul Kramer,  
City Manager

**DISCUSSION**

On April 11, 2023, the City Commission adopted Resolution B-2331 regarding demolition of 10 structures, including 200 Osage and 229 Osage. At that time, the Commission granted a 60 day extension for property owners to make the required repairs. The Commission reviewed the progress of the repairs on June 13, 2023 and at that time granted a second 60 day extension for required repairs to be made. The Commission again reviewed the progress of the repairs on August 22, 2023 and granted a third 60 day extension for repairs to be made. Neither property owner was present at the August 22 Commission meeting. The status of each property is as follows:

1. **200 Osage Street** – Accessory structure  
Active building permit for removal of the 2<sup>nd</sup> story and rebuild a roof for a 1-story outbuilding. Work is nearing completion. The roof structure is completed, but still needs shingles.
2. **229 Osage Street** – Single family house  
Active building permit for interior and exterior renovations. Work is ongoing and progress has been made since the last update.

Staff will present current photos and statuses of the properties during the October 24, 2023 City Commission meeting.

**OPTIONS**

- Proceed with demolition of listed properties
- Grant extension to complete repairs to listed properties.



**PROPERTY REMEDIATION AGREEMENT**

Owner:           Andrea L. Standard & KC Clark, Jr.            
 Site Address:           200 Osage St. (Detached garage only)            
          Leavenworth, KS 66048          

The owner(s) of the property located at           Andrea L. Standard & KC Clark, Jr.           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.

	<b>DEADLINE</b>	<b>TASK</b>
1)	April 7, 2023	Replace or repair window
2)	April 7, 2023	Paint or replace siding on exterior
3)	April 7, 2023	Replace roof

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:           KC Pro Home & Renovation LLC            
 Site Address:           229 Osage St.            
          Leavenworth, KS 66048          

The owner(s) of the property located at   **KC Pro Home & Renovation LLC**   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.

	<b>DEADLINE</b>	<b>TASK</b>
1)	April 7, 2023	Replace all windows
2)	April 7, 2023	Replace siding
3)	April 7, 2023	Replace trim & gutters
4)	April 7, 2023	Replace roof

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

**Close Public Hearing:**

Commissioner Martin moved to close the public hearing. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Mayor Wilson tabled the adoption of the 2024 Operating and Capital Budgets and Resolution B-2344 adopting the 2024 Housing Budget for Planters II.

**Public Hearing Waiver of Distance Requirement Temporary Liquor Permit at Immaculate Conception Church:**

**Open Public Hearing:**

Commissioner Martin moved to open the public hearing. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

**Staff and Public Comments:**

City Clerk Sarah Bodensteiner reviewed the request for the waiver.

- City Code allows for a waiver to permit alcoholic liquor to be sold or served from a location within 300 feet from any church, school, nursing home, library or hospital
- St. Joseph Church located at 306 N. Broadway is having its annual Germanfest Event on Saturday, October 7, 2023, and are requesting a waiver to apply for the temporary liquor license
- Letters were sent to all property owners within 300 feet of the location notifying them of the public hearing

Commissioner Hingula:

- Asked will there be German beer and German-made sauerbraten

John and Theresa Williams:

- Provided history on the church
- Provided details of the event
- Invited the governing body to the event

**Close Public Hearing:**

Commission Hingula moved to close the public hearing. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Commissioner Leonhard moved to approve the request to waive the 300 foot requirement from any church, school, nursing home, library or hospital for the Germanfest event at St. Joseph Church on October 7, 2023. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

**General Items:**

**Review of Unsafe & Dangerous Structures; Given 60 Day Extension at June 13th Meeting –** Planning & Community Development Director Julie Hurley provided the current status of each property granted a 60-day extension at the June 13, 2023 meeting:

#### 200 Osage Street – Accessory Structure

- Active building permit for removal of 2<sup>nd</sup> story
- Work is ongoing
- Staff has had no contact with the property owners

There was consensus by the Commission to a grant 60 day extension to review at the October 24, 2023 meeting.

#### 229 Osage Street – Single Family House

- Active Building Permit for interior and exterior renovations
- No changes since last update
- Staff has had no contact with the property owners

There was consensus by the Commission to grant a 60 day extension to review at the October 24, 2023 meeting.

Commissioner Hingula moved to grant 60 day extensions to 200 Osage Street and 229 Osage Street to allow more time for repairs to be made to the structures. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Ms. Hurley:

- Provided a brief update on the other unsafe and dangerous structures to the Commission
- Reminded commission that they already voted to proceed with demolition, but properties given extensions was to give property owners time to get more work completed to avoid demolition

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

**Consider Approval of Scope & Fee for the Downtown ADA Intersection Ramp Project** – Public Works Director Brian Faust presented for consideration approval of the scope & fee with Wilson & Company for the development of the plans and specifications for the Downtown ADA Intersection Ramp Project. The City of Leavenworth requested a scope & fee from Wilson & Company for the design of approximately 100 ADA accessible ramps in our downtown. Project limits are Choctaw (south), Seneca (north), Esplanade (east) and Broadway (west). It is important for any community to provide opportunity for all residents and visitors by removing access barriers. A number of businesses in the downtown have worked to improve access to various buildings and shops. A transition plan for public infrastructure that works to remove similar barriers at intersections is important and shows the City is doing its part to improve access to these same buildings and shops. Intersection ramps in our downtown will be upgraded to meet current ADA Public Rights-of-Way Accessibility Guidelines. Costs will be funded with sidewalk and curb funds contained within the adopted CIP. The design amount is not to exceed \$39,750. The actual replacement of the ramps will take place over a number of years.

Mr. Kramer:

- Referenced Title VI Review, which show the City's efforts to make the City accessible
- This keeps the City eligible for grants

**POLICY REPORT NO. 23-39  
APPROVE 2024 LANDFILL SERVICES CONTRACT  
WITH WASTE MANAGEMENT**

**October 24, 2023**

Prepared By:

Reviewed By:

  
\_\_\_\_\_  
Brian Faust, P.E.,  
Director of Public Works

  
\_\_\_\_\_  
Paul Kramer,  
City Manager

**ISSUE:**

Consider approval of the refuse disposal contract with Waste Management (WM) for 2024.

**BACKGROUND:**

The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950s. The City disposes, on average, 11,500 tons of municipal solid waste each year. This waste is collected by City employees and placed into City-operated trucks and transported to a state-approved disposal site. In addition to the MSW, the City disposes of approximately 3,700 tons of special waste (sludge/grit) from the Wastewater Treatment Plant (WWTP).

The City has been using the Waste Management landfill in Shawnee since January 2019. In extreme weather conditions and to address staffing shortages, the City will occasionally haul to the Leavenworth County Transfer Station. The rates at the transfer station are significantly higher than WM so we limit our usage of the transfer station. The County's rate for 2023/24 is \$60/ton and an increase in July/August 2024 is possible. There have also been numerous times during the week that the transfer station is unable to accept our MSW.

In 2024, the cost to dispose of MSW at Waste Management is increasing from \$29.72/ton to \$31.80/ton and the cost for special waste is increasing from \$52.38/ton to 56.04/ton (both 7% increases). If the City took both our MSW and special waste only to the transfer station, there would be an increase in dumping fees of approximately \$339K/year.

When evaluating our options for 2024, staff contacted the Hamm Landfill in Douglas County and Waste Management in Shawnee. In addition to the one-year contract from WM, both firms offered a multi-year agreement with annual increases based off the Customer Price Index (CPI).

While costs for disposing of MSW at the Hamm landfill was higher, the cost for sludge disposal was less. The City would save roughly \$30k/year in dumping fees by using Hamm; however, the longer drive distance, the 2-lane road and reduced hours compared to WM creates operational issues for the City.

Staff is currently evaluating long-term options for hauling and disposal of our MSW and feel that the one-year option with WM is appropriate while we investigate options moving forward.

**BUDGET IMPACTS:**

The increase will cost an additional \$24,000 for MSW and \$14,000 for special waste.

**STAFF RECOMMENDATION:**

Staff recommends the City Commission approve the 1-year contract with Waste Management for refuse disposal. The costs for 2024 is \$31.80/ton for municipal solid waste and \$56.04/ton for special waste.

**ATTACHMENTS:**

Waste Management Disposal Services Agreement





INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT

Table with 2 columns: Field (COMPANY, Address, Signed, Name/Title, Effective Date) and Value (Waste Management of Kansas, Inc., 2601 Midwest Drive, Kansas City, KS 66111, Jan. 1, 2024)

Table with 2 columns: Field (CUSTOMER, Address, Signed, Name/Title, Initial Term) and Value (City of Leavenworth, Kansas, 100 North 5th Street, Leavenworth, KS 66048, 12-month agreement commencing on 1/1/2024)

AGREEMENT

This INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

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

analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense.

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

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations;

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste.

3. TERM OF AGREEMENT; RIGHT TO PROVIDE COMPETING OFFERS. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect,

federal laws or regulations, including the imposition of or increase in taxes, fees or surcharges, or acts of God such as floods, fires, hurricanes and natural disasters. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time. The Company may also increase the charges by an amount equal to the average percentage increase for the previous twelve-month period in the Consumer Price Index for Water & Sewer & Trash Collection Services, as published by the U.S. Department of Labor, with the amount of the increase based on the most current information available from the U.S. Department of Labor 30 days prior to the date of the increase, unless the parties have otherwise agreed to a different CPI as stated in an Exhibit A. Increases in Charges for reasons other than as provided above require the consent of Customer which may be agreed to orally, in writing or by other actions and practices of the parties, including, without limitation, payment of the invoice reflecting such changes, and written notice to Customer of any such changes and Customer's failure to object to such changes, which shall be deemed to be Customer's affirmative consent to such changes. Increases to Charges as specified in this Section 4 may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services. If Services are suspended for more than fifteen (15) days, Company may immediately terminate this Agreement for default and recover any equipment and all amounts owed hereunder, including liquidated damages under Section 14.

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

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

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

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

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

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

(b) Recyclable Materials may not contain Nonconforming Waste or other materials that are deleterious or capable of causing material damage to any part of Company's property, its

personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

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

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

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

**14. TERMINATION; LIQUIDATED DAMAGES.** Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of the Initial or Renewal Term ("Term") for any reason other than as set forth in Section 3, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees, if any: (a) if the remaining Term (including any applicable Renewal Term) under this Agreement is six (6) or more months, Customer shall pay the average of its six (6) most recent monthly Charges (or, if the Effective Date is within six (6) months of Company's last invoice date, the average of all monthly Charges) multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, Customer shall pay the average of its six (6) most recent monthly Charges multiplied by the number of months remaining in the Term. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Customer acknowledges that the actual damage to Company in the event of termination is impractical or extremely difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon charge and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.

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

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

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





**POLICY REPORT NO. 23-45**  
**CONSIDER APPROVAL OF THE UNIFORM RENTAL BID #01ST-2023-10**  
**PUBLIC WORKS DEPARTMENT**

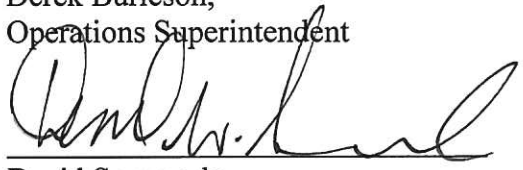
**October 24, 2023**

**Prepared by:**


**Reviewed by:**


  
Derek Burleson,  
Operations Superintendent

  
Brian Faust, P.E.,  
Director of Public Works

  
David Sommerla,  
Parks Superintendent

  
Brian Bailey,  
Deputy Director of Parks and Recreation

  
Tim Guardado,  
WPC Superintendent

  
Paul Kramer,  
City Manager

**Issue:**

Consider approval of the uniform rental bid with Ace Image Wear in the amount of \$29,464.24.

**Background:**

The City of Leavenworth provides work uniforms to the employees of Wastewater, Operations and Parks Divisions. Uniforms ensure that employees are readily identifiable to the public as they have the City Emblem and Employee names on them.

Bid specifications were developed through meetings with members of the various divisions. The term of the contract is for two years beginning the date of award with the option by the City to renew on a biennial basis, up to a total of four (4) years. New uniforms will be provided biennially.

Each employee with a five-day workweek receives:

- 11 long sleeve shirts
- 11 short sleeve shirts
- 11 pairs of jeans
- 2 jackets

Supervisors may customize their own uniform set which may include long sleeves, polo shirts, jeans and/or jackets.

Information on the bid specifications was sent to seven (7) companies. The bid opening was held October 5, 2023 with two (2) companies responding. One firm did not include the required submittals and was deemed nonresponsive.

<b>Company</b>	<b>Location</b>	<b>Bid Amount</b>	<b>Meets Specifications</b>
Clean	Kansas City, MO	NO BID	N/A
Ace Image Wear	Kansas City, MO	\$29,464.24	YES
Cintas	Olathe, KS	NO BID	N/A
Uniform and More	Kansas City, MO	NO BID	N/A
Unifirst	Kansas City, MO	NO BID	N/A
Walker Uniforms	Kansas City, MO	NO BID	N/A
Aramark	Lansing, KS	Non-responsive	N/A

**Policy:** The City Commission can approve or reject the bid from Ace Image Wear.

**Budget Impact:** Uniform rental is budgeted annually by each division/department in their respective uniform rental accounts.

**Staff Recommendations:**

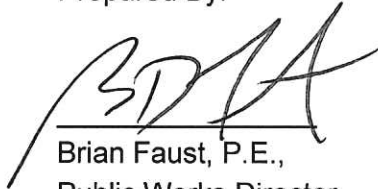
Staff recommends that the City Commission approve the award of the employee uniform services to Ace Image Wear in the amount of \$29,464.24.

POLICY REPORT NO. 23-47

STAFF REPORT – 4TH STREET/K-7 BETWEEN CHOCTAW & SENECA  
PROJECT NO. 2020-939

October 24, 2023

Prepared By:



Brian Faust, P.E.,  
Public Works Director

Approved By:



Paul Kramer,  
City Manager

**ITEM:**

The design of the 4th Street Improvements between Choctaw and Seneca is complete. There have been several iterations of the final plans as our consultant (BHC), the City and our partners at KDOT have reviewed the design. As the project includes the realignment of both a sanitary line and stormwater interceptor (while keeping both in service), the main topic has been how best to construct the project.

Project Information:

- Road will transition from the existing 4-lane to a wider 3-lane section within the project limits. There will be one through (thru) lane for north- and south-bound traffic along with a center turn lane.
- Removal and replacement of the existing storm and sanitary lines within the project limits.
- New traffic signals.
- Landscaping is not included in this project; however, the adopted CIP includes \$500K in funding for landscaping in 2026.
- Sections of 4th Street will be closed during construction. Posted detour will include 3rd Street; however, local traffic typically use routes that are most convenient for them.
- When the intersection of 4th and Delaware is closed, two-way traffic on Delaware between 4th and 5th, and 4th and 3rd will be implemented. This will impact parking and businesses on Delaware.
- Estimated cost for the project has been challenging to determine as constructability and the amount of closure allowed at any one time play into the final cost.

The project is currently scheduled to bid this December with completion in late 2024.


This evening, BHC will be providing an update to the City Commission. Presenting tonight will be David Smalling from BHC.


**POLICY REPORT PWD NO. 23-43**  
**STUDY SESSION - SNOW AND ICE CONTROL OPERATION PLAN**

**October 24, 2023**

Prepared by:

Reviewed by:

  
\_\_\_\_\_  
Brian D. Faust, P.E.,  
Director of Public Works

  
\_\_\_\_\_  
Paul Kramer,  
City Manager

**ISSUE:**

Review of the Snow & Ice Control Operation Plan.

**BACKGROUND:**

The City Commission reviews the Snow and Ice Control Operation Plan annually. The plan was first written in October 1993 and is reviewed annually and updated as needed. The current version of the plan is dated October 2023.

A 'snow control' meeting was held on October 10, 2023 with local agencies to discuss and coordinate areas of responsibility. We are also working with two (2) independent contractors who will assist if needed. Staff is prepping the equipment for winter usage and will continue training with equipment and driving routes to familiarize themselves with both.

There are no major changes for the 2023-2024 season. Changes made last year that will continue this year are:

- 1) The City will be applying salt brine on hills, bridges and emergency snow routes prior to storm events. The salt brine helps prevent the snow/ice from bonding to the road surface so it's easier to remove.
- 2) In the past, the City did not drop the plows until two inches (2") of snow had accumulated. As traffic packs the snow onto the road surface, it is more difficult to remove. The City will begin plowing when the snow begins to stick to the pavement.

The City will coordinate with internal resources and local media to distribute this information. This includes *The Leavenworth Times*, and Fort Leavenworth Public Affairs Office. The emergency snow routes will also be broadcast on Channel 2 (local cable access channel) and social media as appropriate. A complete copy of the Snow and Ice Control Operation Plan will be available at the Municipal Service Center and on the City webpage prior to the first winter event.

**STAFF RECOMMENDATION:**

Staff recommends that the City Commission review the current Snow and Ice Control Operation Plan.

**ATTACHMENT:**

2023-2024 Snow and Ice Operation Plan

# City of Leavenworth Snow & Ice Control Policy Manual

2023-2024 Winter Season



**Department of Public Works**

**Street Division**

[www.lvks.org](http://www.lvks.org)

**CITY OF LEAVENWORTH**  
**SNOW AND ICE REMOVAL OPERATION PLAN**

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**CITY OF LEAVENWORTH  
SNOW AND ICE REMOVAL OPERATION PLAN**

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**A. INTRODUCTION**

The purpose of the Snow and Ice Removal Operation Plan is to provide personnel involved in snow and ice removal a single source document which defines the City of Leavenworth's policies and procedures in snow and ice operations.

All snow and ice control operations are considered emergency in nature due to public safety and the economic impact to the community. Regardless of the time of day, snow and ice operations will be accomplished as expeditiously as possible in conjunction with the priorities outlined in this plan.

The snow and ice season in Kansas (Leavenworth) can begin as early as October and terminate as late as mid-April. Accumulation of snowfall or ice is affected by atmospheric temperature, pavement temperature, moisture content, wind direction and velocity, and intervals between storms. While this plan tries to cover the major operations during a snow or ice storm, each storm event is unique and flexibility within the plan is needed to address changing conditions.

This plan supersedes all other plans and policies previously published by the City of Leavenworth for snow and ice control.

**B. SNOW AND ICE CONTROL POLICY**

1. The policy of the City of Leavenworth is to clear snow and ice in the following order:

- Emergency Snow Routes
- Public Safety Facilities
- School Zones on City Right of Way
- Leavenworth Central Business District
- Residential Streets

Pavement pretreatment and snow removal and de-icing will be conducted as expeditiously as possible before, during and after the storm event. Pretreatment of emergency snow routes, hills and hot spots with salt brine will occur before the storm and plowing and the use of salt, as necessary, will occur during and after the conclusion of the event. The City does not have a bare pavement policy.

2. Snow and ice control operations on all City streets will be prioritized based on what is of immediate need for public safety and economic impact to the community. Priorities and standards of service for snow and ice removal operations are as follows:

**(Priority 1)**: All designated Emergency Snow Routes, which are the main arterial and collector roads, will be given the first priority for plowing and de-icing. Signage designating Emergency Snow Routes is posted on these routes. A complete list of all Emergency Snow Routes are on the city's website. As resources become available, City personnel will plow and de-ice public safety facilities (Police, Fire Stations, Emergency Medical Services and School Zones).



**(Priority 2):** Snow removal and de-icing operations at the conclusion of the storm event will shift to the Central Business District (downtown) and the residential streets within the City limits. Snow will be plowed in residential areas if the accumulation exceeds 3 inches. Residential collector streets will be plowed first with cul-de-sacs plowed last. Contract personnel may be used to plow residential streets depending on availability of city crews. This determination will be made by the Director of Public Works. If an icing storm occurs, City Personnel will treat residential streets with salt as required. Alleys will not be plowed or de-iced during snow and ice removal operations unless verified emergency requirements so dictate that selected alley(s) be plowed or de-iced.

3. Snow will be plowed in a manner which minimizes traffic obstructions. Snow will be plowed from the center line to the right shoulder. Initial plow will be two passes, one each direction. Additional plowing closer to the edge of the street will be done as weather and time allow.
4. A snow "Traffic Emergency" will be announced in the local press, radio, and other media. A "Traffic Emergency" can only be declared by the City Manager or in his absence the Chief of Police.<sup>1</sup> In the event of a declaration of a "Traffic Emergency", residents who have vehicles parked on Emergency Snow Routes will have two hours to move their vehicles after the declaration. Vehicles parked on Emergency Snow Routes after this time will be towed. The City will ticket and/or tow vehicles that become immobilized if they do not have snow tires or chains. Vehicles will be towed to the nearest garage or place of safety and the vehicle may not be recovered until towing and storage charges are paid.<sup>2</sup>
5. Plowing of streets will result in snow being plowed into driveways and on sidewalks. City personnel will not clear plowed-in driveways or sidewalks. Shoveling of snow back into the street is not permitted and will likely result in snow being plowed back on the driveway and on sidewalks during the next pass.
6. Citizens are required to clear snow and ice from the sidewalks and sidewalk ramps adjacent to their property within 24 hours after the snowfall or ice storm has stopped.<sup>3</sup> The full width of the sidewalk should be cleared to allow all pedestrians, including those with visual or mobility challenges, access across our community.
7. In the event that the storms' severity and intensity causes unsafe conditions for City personnel clearing and/or de-icing streets, operations will cease pending acceptable weather conditions that do not pose a severe threat to personnel.
8. The following streets will be closed during inclement weather. The grade of these streets is such that it presents a safety issue for snow and ice control as well as safe public travel.
  - Shawnee Street (Hill) from 21st Street to 22nd. Residents will use alternate access via Ottawa Street and 22nd Street.
  - Dickson Street will also be closed between Santa Fe and Sheridan.

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<sup>1</sup> Code of Ordinances, City of Leavenworth, Kansas, Chapter 44, Article V, Section 44-186

<sup>2</sup> Code of Ordinances, City of Leavenworth, Kansas, Chapter 44, Article V, Section 44-188

<sup>3</sup> Code of Ordinances, City of Leavenworth, Kansas, Chapter 42, Article 1, Section 42-6

9. The City Snow/Ice Command and Control Center (SNICCC) located at the Municipal Service Center will provide snow/ice removal updates as required during storm operations. The telephone number at the Municipal Service Center is 682-0650 for citizen questions and requests for service.
10. If snow plowing damage occurs to private property, it should be reported to the Municipal Service Center as soon as possible at 682-0650.

**C. STORM CLASSIFICATIONS**

1. Each snow or ice storm will be unique and vary in intensity, duration and total precipitation. This section will identify a basic classification system to assist in the establishment of priorities of equipment, material and manpower. The storm classification system will utilize the estimated total expected snowfall for snow and total ice glazing for ice storms.

2. Classes of Storms

- a) SNOWSTORMS

- 1) **Class A** is defined as a storm of extremely heavy snowfall of 8 inches or more occurring in a period of 24 hours or less. This type of storm will cause life-threatening conditions and potentially cause significant adverse economic impacts. When weather forecasts indicate that a Class A storm is imminent, the SNICCC will be activated by direction of the Director of Public Works. All City assets will be mobilized as required. The City Manager, or in his absence the Chief of Police, based on the best available staff counsel and weather reports will declare a Traffic Emergency. The Public Information Officer will make all media notifications (radio, local newspapers and social media).
- 2) **Class B** is defined as a storm of moderate to heavy snowfall within the estimated range of 3 - 8 inches. This type of storm can pose the same threats to public safety and the local economy (as a Class A), but its intensity should allow the City Public Works Department to keep the Emergency Snow Routes open during the storm. Class B storms will normally not require the declaration of a traffic emergency; however, as the storm progresses it could be upgraded to a Class A, necessitating the declaration of a traffic emergency. The Snow/Ice Command and Control Center will be activated in the same fashion as with the Class A storm.
- 3) **Class C** is defined as a storm with an accumulation of 1 to 2 inches. The Snow/Ice Command and Control Center will not be fully activated. All control and reporting operations will be managed by the City Operations Division.

- b) ICE STORMS\*

All ice storms will be rated as a Class A type storm. Ice storms will cause immediate threats to the public safety and the local economy. If an ice storm is imminent or occurs, the Snow/Ice Command and Control Center will be activated by the Director of Public Works.

c) FREEZING FOG\*

Any freezing fog conditions will be rated as a Class B type storm. Fog storms can cause immediate threats to public safety and the local economy (as Class A), but its intensity should allow the City Public Works Department to keep the Emergency Snow Routes open during the storm. If enough freezing fog exists and conditions worsen, the storm could be upgraded to a Class A type storm and rated as an ice storm.

\*North facing hills with a history of freezing groundwater will have 'hot spot' status.

**D. IMPLEMENTATION PROCEDURES**

1. WEATHER/STORM DECISION

- a) Key personnel (Director/Deputy Director of Public Works and Superintendent of City Operations) will monitor forecasted storms utilizing the NOAA weather service and other sources. If a Class A or B storm is predicted, the Director of Public Works or the Superintendent of City Operations will activate the SNICCC. For Class C storms, no formal activation of the SNICCC will be required.

2. PERSONNEL NOTIFICATION/RECALL

- a) It is imperative that each Division within the Public Works Department and other City Departments maintain a current and validated recall roster during the snow and ice season. Every City employee is eligible to be assigned snow and ice control duties by the City Manager dependent on the storm conditions. Quick and pro-active response is the key to the successful implementation of this plan. The Superintendents of City Operations, Water Pollution Control, and the City's Parks Division will prepare, no later than the first working day of November each year, a division recall roster (See APPENDIX I). Rosters will be updated by the Superintendents as required.
- b) Upon activation of the (SNICCC) (Class A and B storms) the recall roster for the City Operations, Parks and Water Pollution Control will be activated as required.

3. DECLARATION OF TRAFFIC EMERGENCY

- a) Only the City Manager can declare a Traffic Emergency. Based on known weather forecasts/observations/classifications of the storm and staff recommendations, the City Manager, or in his/her absence the Chief of Police, will declare a Traffic Emergency.
- b) Any declaration of a Traffic Emergency will be coordinated with the following agencies; Fort Leavenworth, City of Lansing and Leavenworth County. A declaration of a Traffic Emergency should ensure all area agencies concur and implement and terminate the emergency at the same time.
- c) When a Traffic Emergency is declared, the Public Information Officer will contact the media and announce that a Traffic Emergency is declared and vehicles not removed from snow emergency routes are subject to ticketing and towing.

- d) Ticketing and towing operations will be conducted by the City of Leavenworth Police Department. Section F.1. of this plan covers specifics for these procedures.

**E. SNOW ROUTES, AREAS, PRIORITIES AND RESPONSIBILITIES**

1. CITY PERSONNEL

- a) The priorities for snow and ice removal by City resources (manpower and equipment) will be in the following priorities: (Note: Priorities may be adjusted due to specific storm conditions.)

**Priority 1:** Major arterial and collector routes designated as emergency snow routes and public safety facilities (Police, Fire Stations, Emergency Medical Services and School Loading Zones).

**Priority 2:** Downtown Central Business District, residential streets and city parking lots.

- b) **APPENDIX II** outlines the specific priorities to be plowed and/or de-iced for the emergency snow routes, emergency services and Central Business District for City Operations Division.
- c) **APPENDIX III** outlines the specific actions required by the Water Pollution Control Division for snow and ice removal.
- d) **APPENDIX IV** outlines the specific actions required by the Parks Maintenance Division for snow and ice removal.
- e) **APPENDIX V** outlines specific actions required by the Solid Waste and Maintenance Operations section for snow and ice removal.

2. CONTRACTOR PERSONNEL

- a) The Department of Public Works will contract on an annual basis with local contractor(s) for snow removal to augment city staff. Contractor personnel will normally be assigned residential zones and may assist with post storm removal of snow from the Central Business District.
- b) Contractor personnel will be incorporated into this plan (**APPENDIX VI**). This appendix will be updated annually and a copy will be provided to each contractor. The appendix will be specific and detail performance standards for each area of responsibility.

3. OTHER AGENCIES - STATE, COUNTY AND CITY OF LANSING (See Appendix IX)

4. LEAVENWORTH PUBLIC SCHOOLS INCLEMENT WEATHER PROCEDURE/FORT LEAVENWORTH  
(See Appendix X)

**F. SNOW/ICE REMOVAL POLICIES AND PROCEDURES**

**1. EMERGENCY SNOW ROUTE TICKET-TOWING**

Chapter 44, Article V, Section 44-186 to 44-188, City Code.

- a) Whenever snow has accumulated or there is a possibility that snow will accumulate to such a depth that snow removal operations will be required, the City Manager or in the absence of the City Manager, the Chief of Police, may declare a Traffic Emergency and until such Traffic Emergency is **terminated** it shall be **unlawful** two (2) hours after the formal declaration:
  - i. To park a vehicle on any street designated as an Emergency Snow Route in Section 44-186.
  - ii. To operate a motor vehicle on any Emergency Snow Route in such a manner or condition that such motor vehicle stalls and is unable to proceed by reason of the fact that the driving wheels are not equipped with tire chains or snow tires.
- b) The Chief of Police, during a Traffic Emergency, is empowered to waive or suspend enforcement of parking regulations not specifically designated within this article.

**2. DE-ICER AND ABRASIVE GUIDELINES**

- a) The primary chemical de-icer utilized by the City of Leavenworth will be salt (sodium chloride) and salt brine (mixture of salt and water). Salt will be the primary de-icer of choice when temperatures remain above 20 degrees F. When the temperature falls below 20 degrees F the salt will be pre-wetted with salt brine.
- b) In extreme conditions, the City may apply sand at various locations to help improve traction.
- c) **APPENDIX VII** details in matrix format de-icer applications.

**3. SNOW/ICE COMMAND AND CONTROL CENTER (SNICCC)**

- a) Upon the determination of a Class A or B storm the SNICCC will be activated at the Service Center.
- b) The Director of Public Works is the senior City staff member who will direct and coordinate all snow and ice removal operations. In his absence the Deputy Director of Public Works or his designee will assume this position. This function will be normally delegated to the Operations Superintendent.
- c) The Superintendent of City Operations will be responsible to either the Director or Deputy Director of Public Works for the initiation of all snow and ice removal operations delineated in the snow and ice removal plan. The Superintendent of City Operations will be the major coordinator and is the lead supervisor of the SNICCC and will develop supporting plans to execute the Snow and Ice Plan and Operation of the SNICCC.
- d) The following City departments will provide representatives to the SNICCC who will

provide liaison and/or support to the Superintendent of City Operations as required. Conflict resolution will be at the Department Director level.

- 1) Police - one representative to act as liaison between the SNICCC and Police Department. Individual will come with his/her separate communication (radio).
- 2) Parks and Water Pollution Control - assignment of liaison will be dependent on severity of storms and the Director of Public Works decision.

#### 4. MEDIA INTERFACE

- a) It is imperative that the general public be informed on a regular basis during Class A and B storms of the City's efforts in all aspects of snow and ice removal operations.
- b) All media releases will be made by either the Assistant City Manager or the Director of Public Works. Prior to any release, concurrence and approval of the media up-date will be obtained from the City Manager.

#### 5. ACCIDENTS

- a) All accidents involving City vehicles occurring during snow and ice removal operations will be reported immediately by radio or cell phone to the supervisor on duty. The supervisor will contact PD as appropriate.
- b) Accidents are to be reported as follows:
  - 1) Vehicular Damage - An accident report will be filled out at the scene of occurrence, in addition to the radio report. Standard City accident procedures and forms will be utilized. Additionally, a law enforcement official will investigate the accident at the scene prior to the continuing of snow and ice removal operations by the City vehicle involved.
  - 2) Private Property Damage – If the snow plow operator observes the damage of either mail boxes or fences, he will immediately report this type of damage by radio or cell phone to the supervisor on duty. The radio report will include the time of the incident and address. The driver is not required to fill out an accident report; a radio or cell phone report will suffice. All complaints of damage received by residential phone calls will be recorded and investigated to substantiate the subject claim. All damage resulting from the snow removal operations and/or equipment will be treated as normal protocol for accident reporting.

#### **G. MANPOWER AND EQUIPMENT ASSIGNMENTS**

1. During a Class A or B storm the City Operations Division will commence a two (2) shift operation. Each shift will be twelve (12) hours in duration.
2. Shift times will vary dependent on time of storm prediction. Every attempt will be made to balance shift over time hours equally among snow/ice removal operators.

3. The City Operations Division will be the primary manpower and equipment resource for all snow and ice removal operations. However, during sustained snow and ice removal operations, the Water Pollution Control and Parks Divisions can be tasked by the Director/Deputy Director of Public Works to provide both manpower and equipment resources to support the City Operations Division in snow and ice removal operations. Consequently, the Superintendents of both Water Pollution Control and Parks will provide, through the Director of Public Works to the City Operations Division, a listing of qualified heavy and light equipment operators and the equipment they are qualified to operate. This listing will be forwarded no later than the first working day of November of each year. Additionally, equipment available to support snow and ice removal will be included with the required operator listing above.

#### **H. SAFETY**

1. All operators will operate snow/ice control equipment in a safe manner. Speeds will be kept to a safe minimum sufficient to plow and windrow snow to the shoulder. Operators will not plow at excessive speed causing snow to "fly" at a high speed and distance from the street shoulder.
2. Operators will not run red lights or stop signs at intersections.
3. Operators will plow from the street centerline to the right street shoulder. This includes tandem plowing. At no time will a plow cross the centerline in the lane of oncoming traffic.
4. Operators will ensure their assigned vehicle and plow is operational to include emergency vehicle lighting. Any deficiencies will be reported immediately to the Street Foreman or the Operations Superintendent.
5. Operators on 12-hour shifts will take appropriate breaks as required during their shift. Breaks will be at the discretion of the individual operator. Breaks will be reported to the SNICCC.
6. Meal times will be scheduled and coordinated by the SNICCC.
7. Authority to exceed 12 hours in a shift will be determined by the Operations Superintendent or Street Foreman.
8. If the intensity of a storm is of such an intensity to cause danger to snow/ice control operators, operations will be terminated pending weather improvement.
9. Operators and snow personnel will wear appropriate winter clothing to help ensure cold weather injuries are not received.

#### **I. PRE-WINTER SEASON PREPARATION**

1. Commencing in October and continuing through the fall and winter season, the Superintendent of City Operations will schedule recurring training that will focus on snow and ice control issues to include cold weather risks to operators. Additionally:
  - a) All operators and mechanics will attend pre-winter workshop as offered and required. Selected personnel will attend and participate in the annual APWA (American Public Works Association) "Snow Plow Rodeo."

- b) City Operations Division personnel will hold group meetings to discuss known strengths and weaknesses in preparation to the snow and ice season. These meetings will be conducted as required and chaired by the Superintendent of City Operations.
- c) Route "dry runs" will be conducted by all operators prior to mid-November to ensure all are familiar with the Emergency Snow Routes.
- d) New operators will be assigned to an experienced operator (mentor) to receive training on all phases of snow and ice control. New operators will receive this training in pre-season and during the actual snow and ice control season. The mentor of the new operator will at the time of new operator proficiency, certify to the Superintendent of City Operations that the new operator is cleared for individual (solo) operation.
- e) Commencing in October the City Operations Division will prepare and ensure all snow and ice removal equipment is prepared and operational for mounting to its assigned prime mover.
- f) All salt spreaders will be calibrated by a qualified contractor or City staff. The Superintendent of City Operations and Foreman will ensure maximum efficiency.
- g) Salt spreaders will be mounted on the prime movers (tandem and single axle dump trucks and 1 ton trucks) prior to storm events. At least one truck will have a spreader on at all times after construction season.
- h) Inspect the disposal site for snow at 2<sup>nd</sup> and Chestnut. Backing will be permissible at the disposal site, but the driver must get out and check the surroundings before backing.
- i) Tanks for storage of salt brine pre-treatment solution will be filled.

## **J. POST-OPERATION PROCEDURES**

1. During storm, at each shift change the "oncoming" shift operator will report one half hour prior to shift change. The "outgoing" operator will perform the required maintenance and services of his assigned equipment prior to relief from shift. These services include the following:
  - Fuel top-off
  - Fluid checks
  - Windshield washer fluid replacement
  - Tire pressure
  - Fill salt spreader with material being used, to include pre-wetting with salt brine as needed
  - Check snow plow cutting edges and snow deflectors
  - Check emergency lighting
2. After storm, all equipment will receive a thorough inspection to include all operator-required services. Salt spreaders will be lubricated and/or de-salted as required. All known maintenance deficiencies will be reported to the Superintendent of City Operations and/or Street Foreman for immediate correction.



**PUBLIC WORKS DIVISION RECALL ROSTERS**

(Published Separately from Plan)

## CITY OF LEAVENWORTH EMERGENCY SNOW ROUTES

The following routes have been designated "Emergency Snow Routes" under Chapter 44, Traffic and Vehicles, Article V, Emergency Snow Routes, Section 44-189 Establishment of Routes; Posting of Signs by the Leavenworth City Commission on November 24, 2020.

Two hours after the declaration of a "Snow Emergency" by the City Manager, all vehicles must be removed from the streets shown below. Failure to move your vehicle subjects it to being towed, and the fee for the towing will be assessed against you. Your cooperation in this important civic matter is appreciated. (Section 44-188 Removal of vehicles.)

### East-West Streets:

- |                           |  |
|---------------------------|--|
| • Cherokee Street         | 3 <sup>rd</sup> Street to 20 <sup>th</sup> Street            |
| • County Road 5           | 15 <sup>th</sup> Street to Michals Road                      |
| • Eisenhower Road         | 4 <sup>th</sup> Street to 20 <sup>th</sup> Street Trafficway |
| • Home Place              | Wilson Avenue to Limit Street                                |
| • Kiowa Street            | 3 <sup>rd</sup> Street to 4 <sup>th</sup> Street             |
| • Limit Street            | Homeplace to 20 <sup>th</sup> Street Trafficway              |
| • Marion Street           | 4 <sup>th</sup> Street to Wilson Avenue                      |
| • McDonald Road           | Hughes Road to Shrine Park Road                              |
| • Michals Road            | Tonganoxie Road to Richmond Drive                            |
| • Muncie Road             | 4 <sup>th</sup> Street to 10 <sup>th</sup> Avenue            |
| • Ohio and LeCompton Road | 10 <sup>th</sup> Avenue to City Limits                       |
| • Ottawa Street           | 3 <sup>rd</sup> Street to 20 <sup>th</sup> Street            |
| • Pennsylvania Avenue     | 4 <sup>th</sup> Street to 10 <sup>th</sup> Avenue            |
| • Shawnee Street          | 3 <sup>rd</sup> Street to 20 <sup>th</sup> Street            |
| • Spruce Street           | 3 <sup>rd</sup> Street to 15 <sup>th</sup> Street            |
| • Thornton Street         | 4 <sup>th</sup> Street to 10 <sup>th</sup> Avenue            |
| • Thornton Street         | 17 <sup>th</sup> Street to 19 <sup>th</sup> Street Terrace   |
| • Vilas Street            | 10 <sup>th</sup> Avenue to 25 <sup>th</sup> Street           |

### North-South Streets:

- |                                      |   |
|--------------------------------------|---|
| • 2 <sup>nd</sup> Avenue             | Spruce Street to Limit Street                         |
| • 3 <sup>rd</sup> Street             | Kiowa Street to Spruce Street                         |
| • 4 <sup>th</sup> Street             | Metropolitan Avenue to Limit Street                   |
| • 5 <sup>th</sup> Avenue             | Spruce Street to Thornton Street                      |
| • 5 <sup>th</sup> Street             | Metropolitan Avenue to Spruce Street                  |
| • 7 <sup>th</sup> Street             | Metropolitan Avenue to Spruce Street                  |
| • 10 <sup>th</sup> Avenue            | Spruce Street to Eisenhower Road                      |
| • 10 <sup>th</sup> Street            | Metropolitan Avenue to Spruce Street                  |
| • 13 <sup>th</sup> Street            | Metropolitan Avenue to Cherokee Street                |
| • 15 <sup>th</sup> Street            | Vilas Street to Limit Street                          |
| • 17 <sup>th</sup> Street            | Vilas Street to Thornton Street                       |
| • 18 <sup>th</sup> Street            | Dakota Street to Spruce Street                        |
| • 18 <sup>th</sup> Street            | LeCompton Road to Thornton Street                     |
| • 19 <sup>th</sup> Street Terrace    | 20 <sup>th</sup> Street Trafficway to Thornton Street |
| • 20 <sup>th</sup> Street            | Metropolitan Avenue to Spruce Street                  |
| • 20 <sup>th</sup> Street Trafficway | Spruce Street to Eisenhower Road                      |
| • Broadway                           | Metropolitan Street to Thornton Street                |
| • Hughes Road                        | Eisenhower Road to Limit Street                       |
| • Lawrence Avenue                    | Spruce Street to Cherokee Street                      |
| • Maple Avenue                       | Thornton Street to Limit Street                       |
| • Santa Fe Trail                     | Metropolitan Avenue to Hancock Avenue                 |
| • Shrine Park Road                   | Eisenhower Road to Limit Street                       |
| • Washington Street                  | Spruce Street to Ohio Street                          |
| • Wilson Avenue                      | Marion to Home Place                                  |

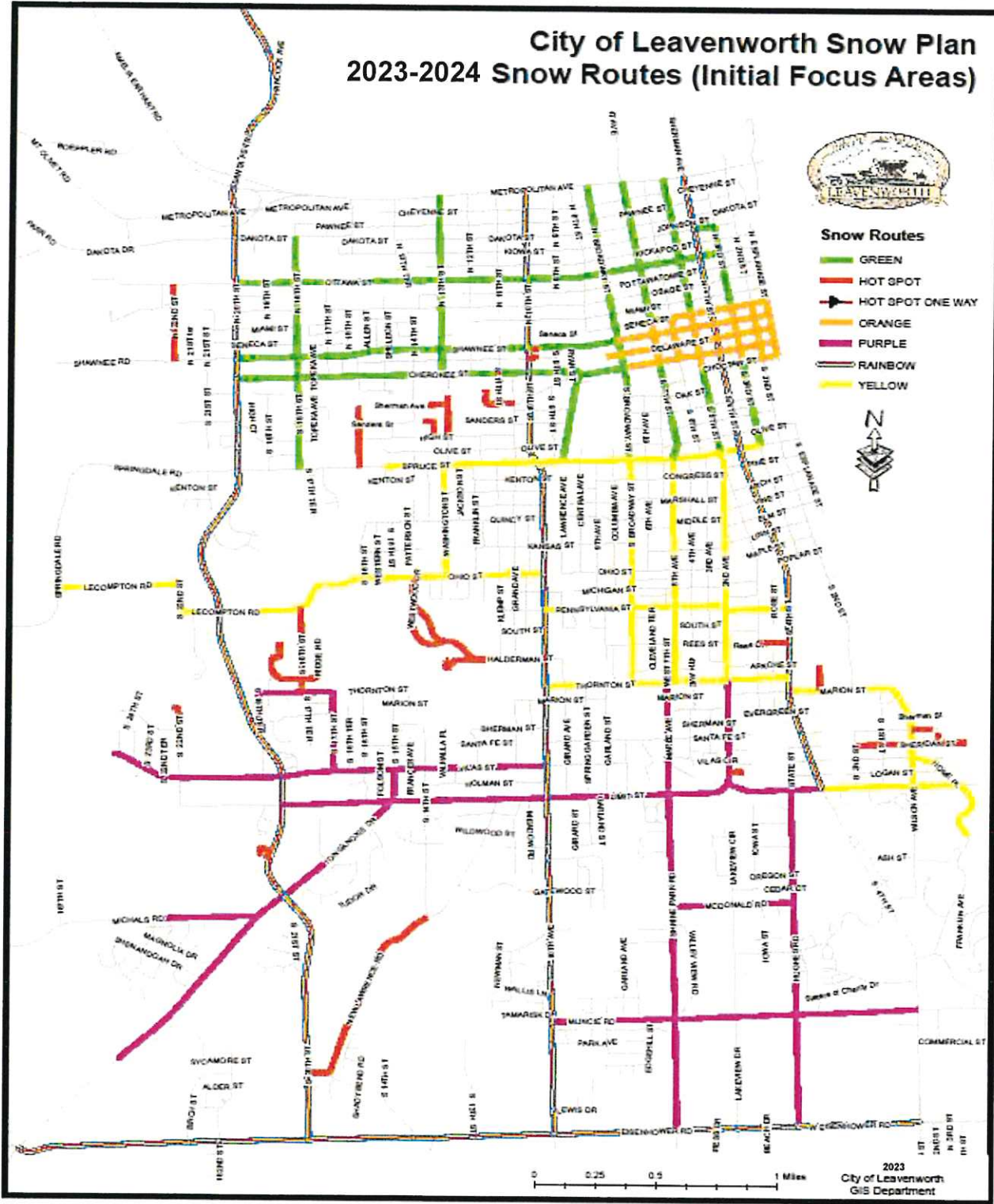
**APPROVED NOVEMBER 24, 2020 – ORDINANCE NO. 8155**



# City of Leavenworth Snow Plan 2023-2024 Snow Routes (Initial Focus Areas)



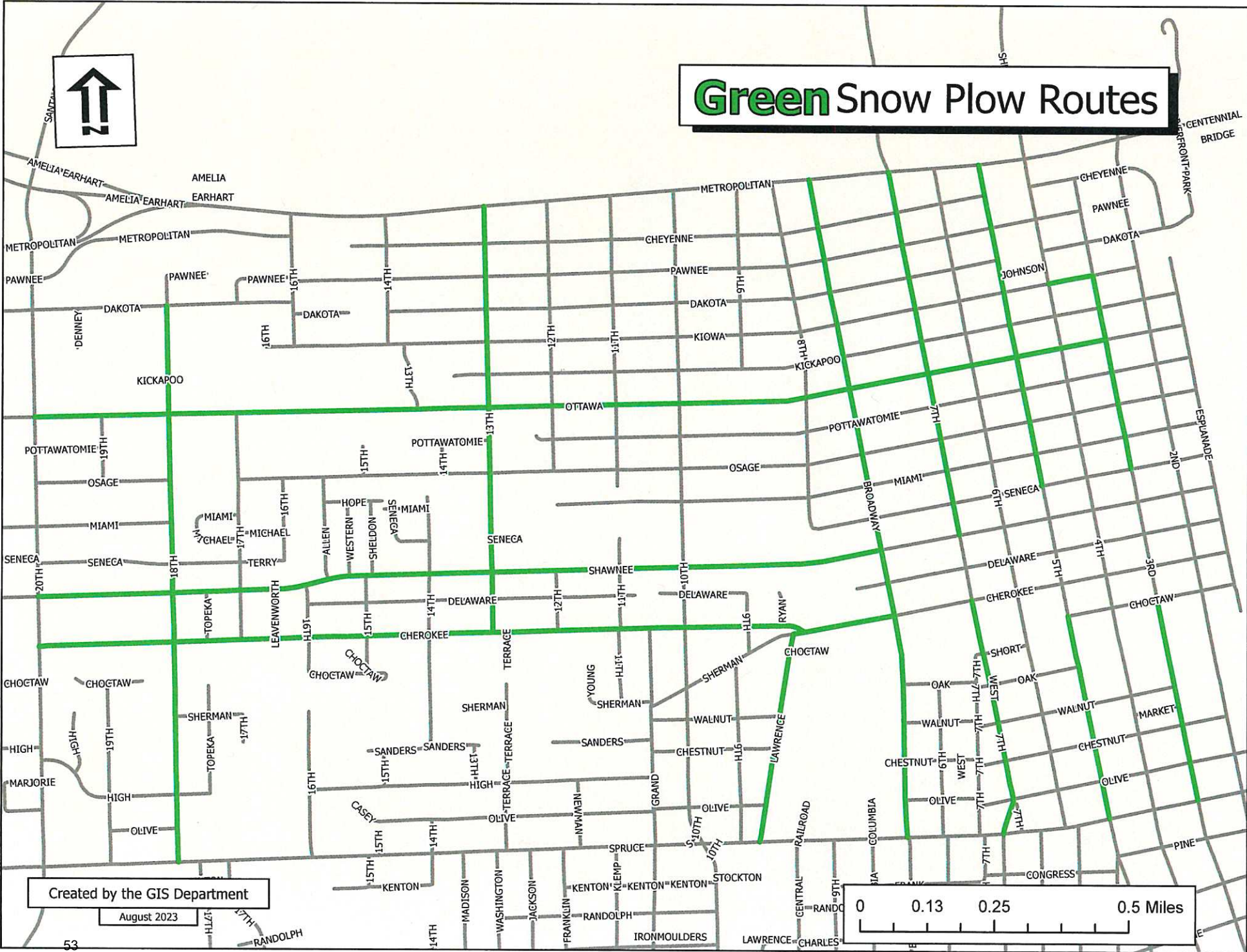
- Snow Routes**
- GREEN
  - HOT SPOT
  - HOT SPOT ONE WAY
  - ORANGE
  - PURPLE
  - RAINBOW
  - YELLOW



2023  
City of Leavenworth  
GIS Department

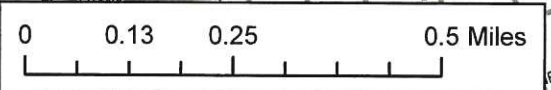


# Green Snow Plow Routes



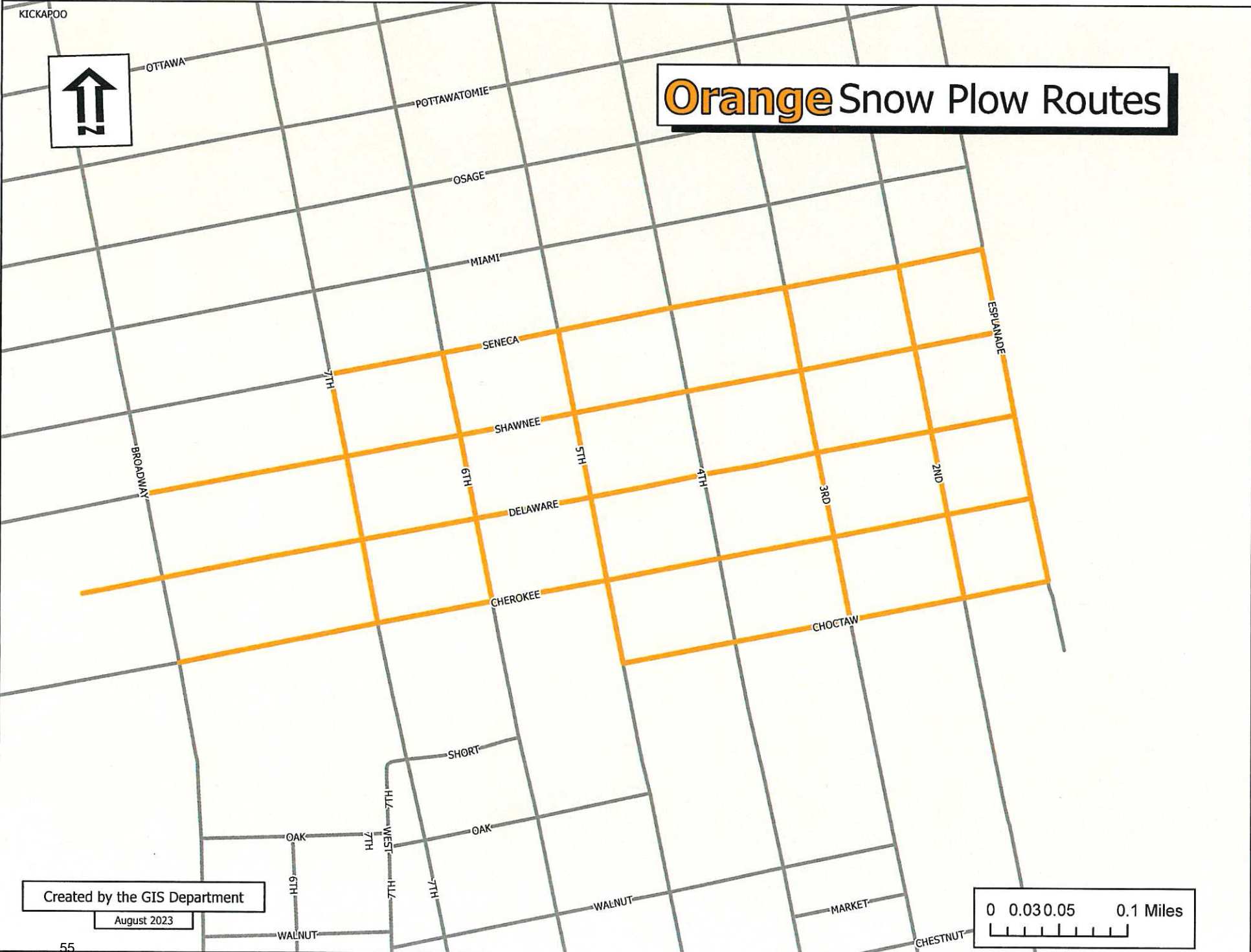
Created by the GIS Department

August 2023



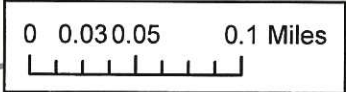


# Orange Snow Plow Routes

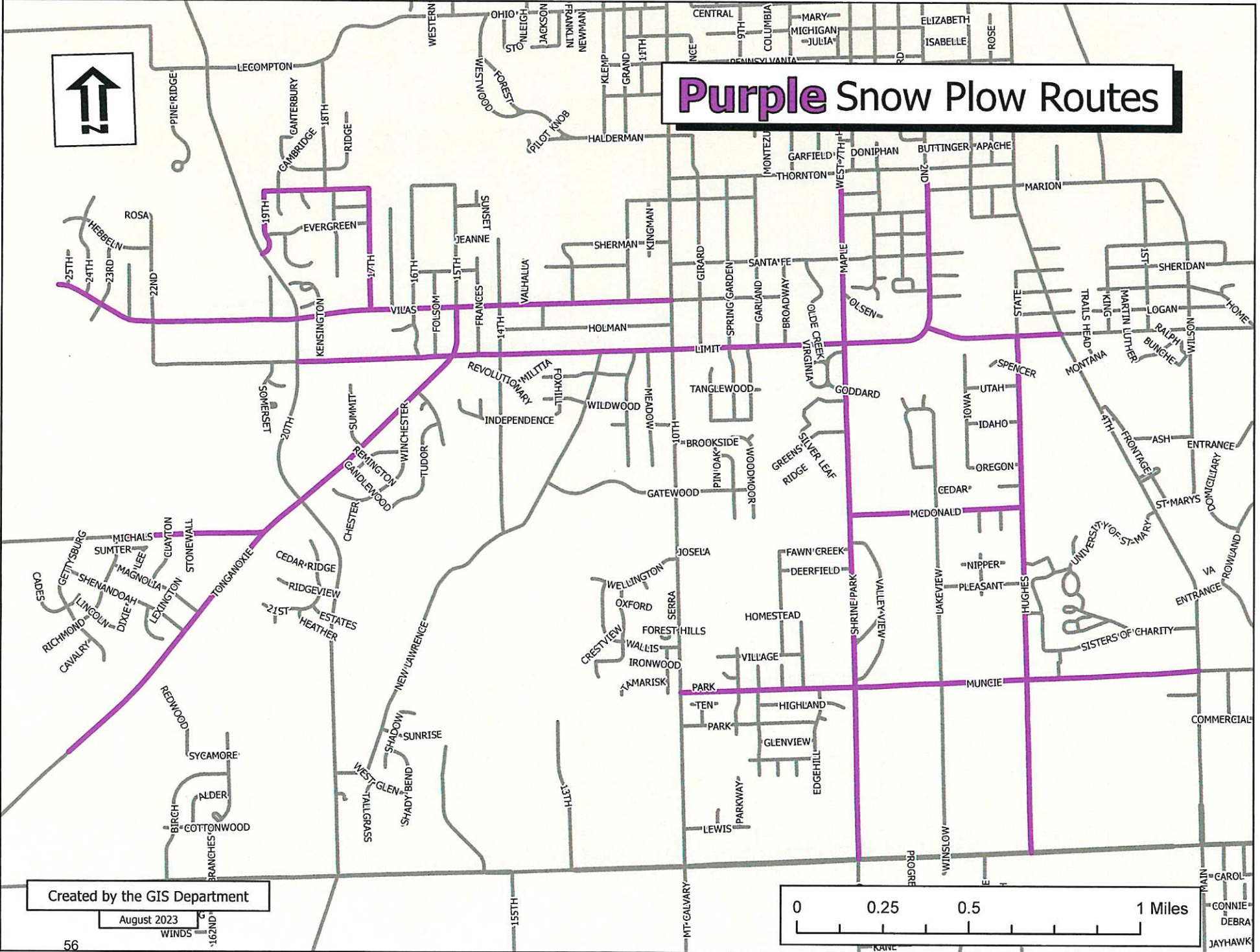


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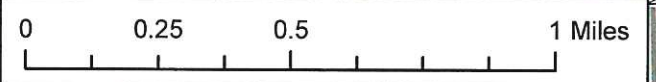


# Purple Snow Plow Routes



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August 2023

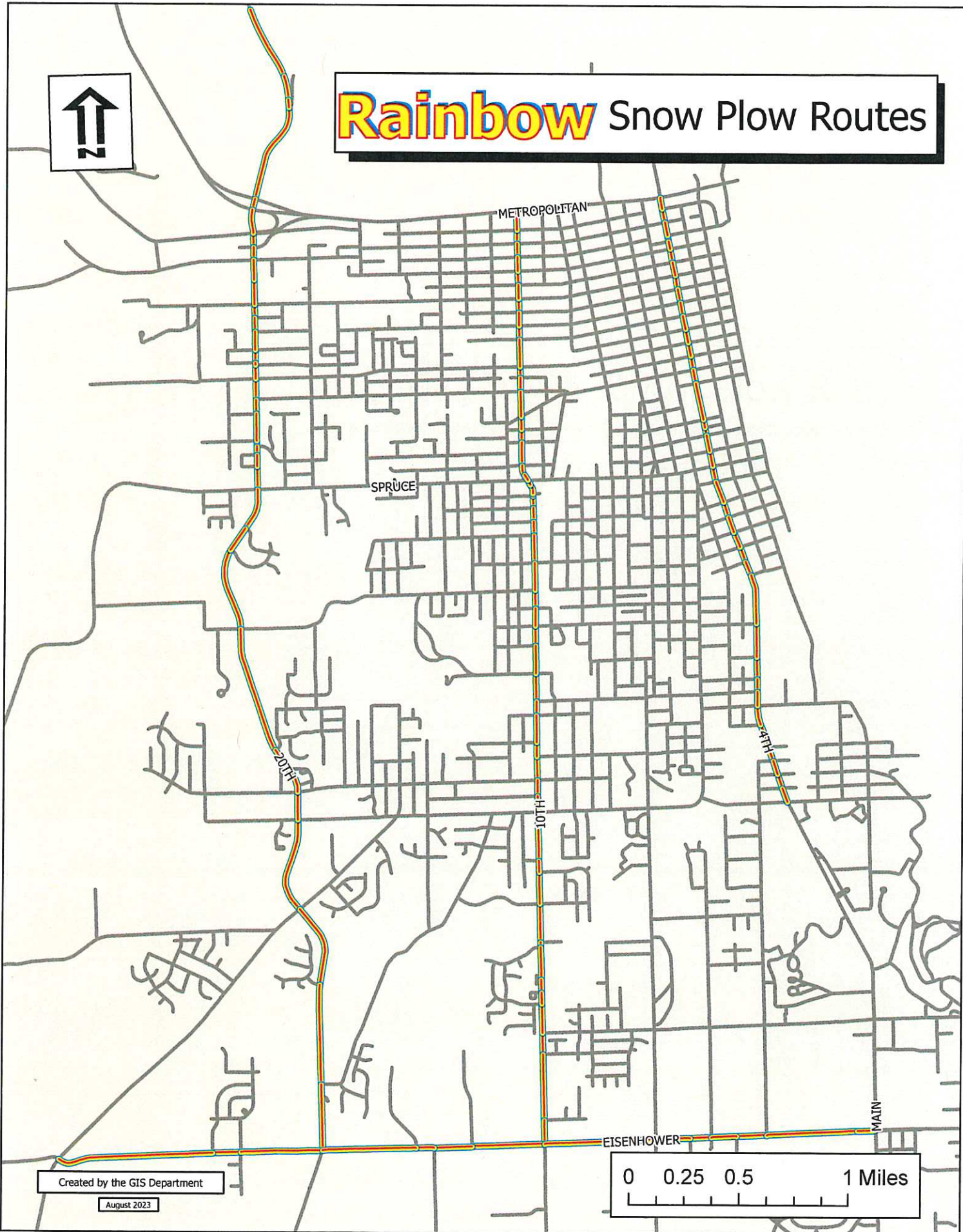


CAROL  
CONNIE  
DEBRA  
JAYHAWK

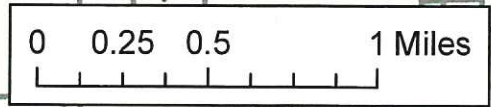




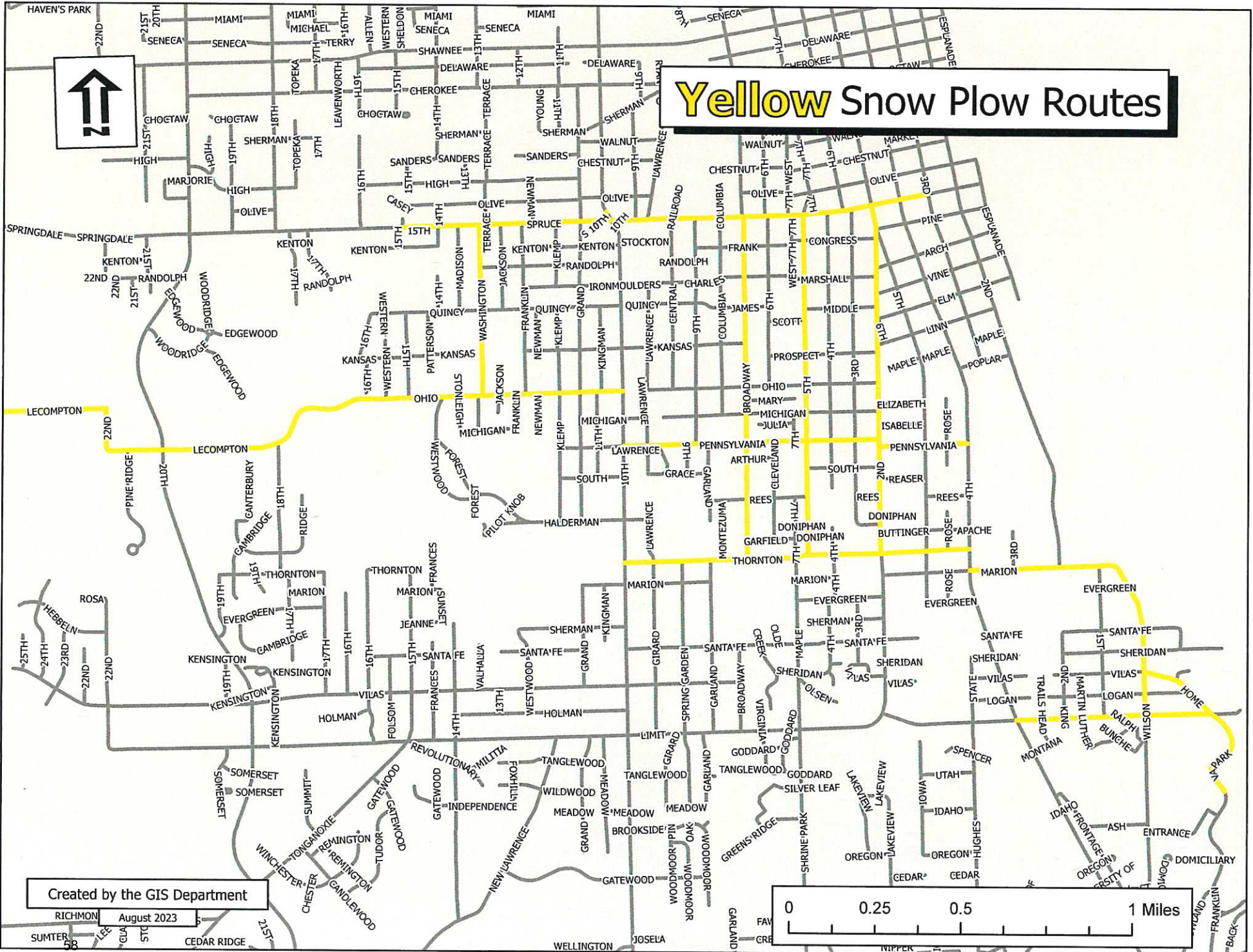
# Rainbow Snow Plow Routes



Created by the GIS Department  
August 2023

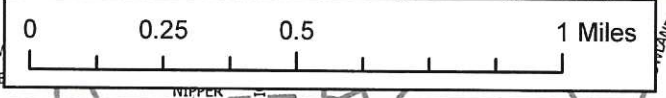


# Yellow Snow Plow Routes

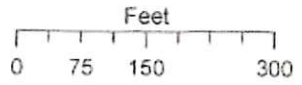


Created by the GIS Department

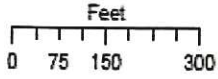
August 2023



# Downtown Municipal Parking Lots WEST of 4th Street



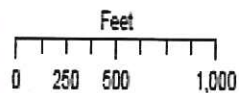
Map Prepared by the  
City of Leavenworth GIS Department  
October 12, 2017



# Municipal Parking Lots - Riverfront N Esplanade & Kickapoo



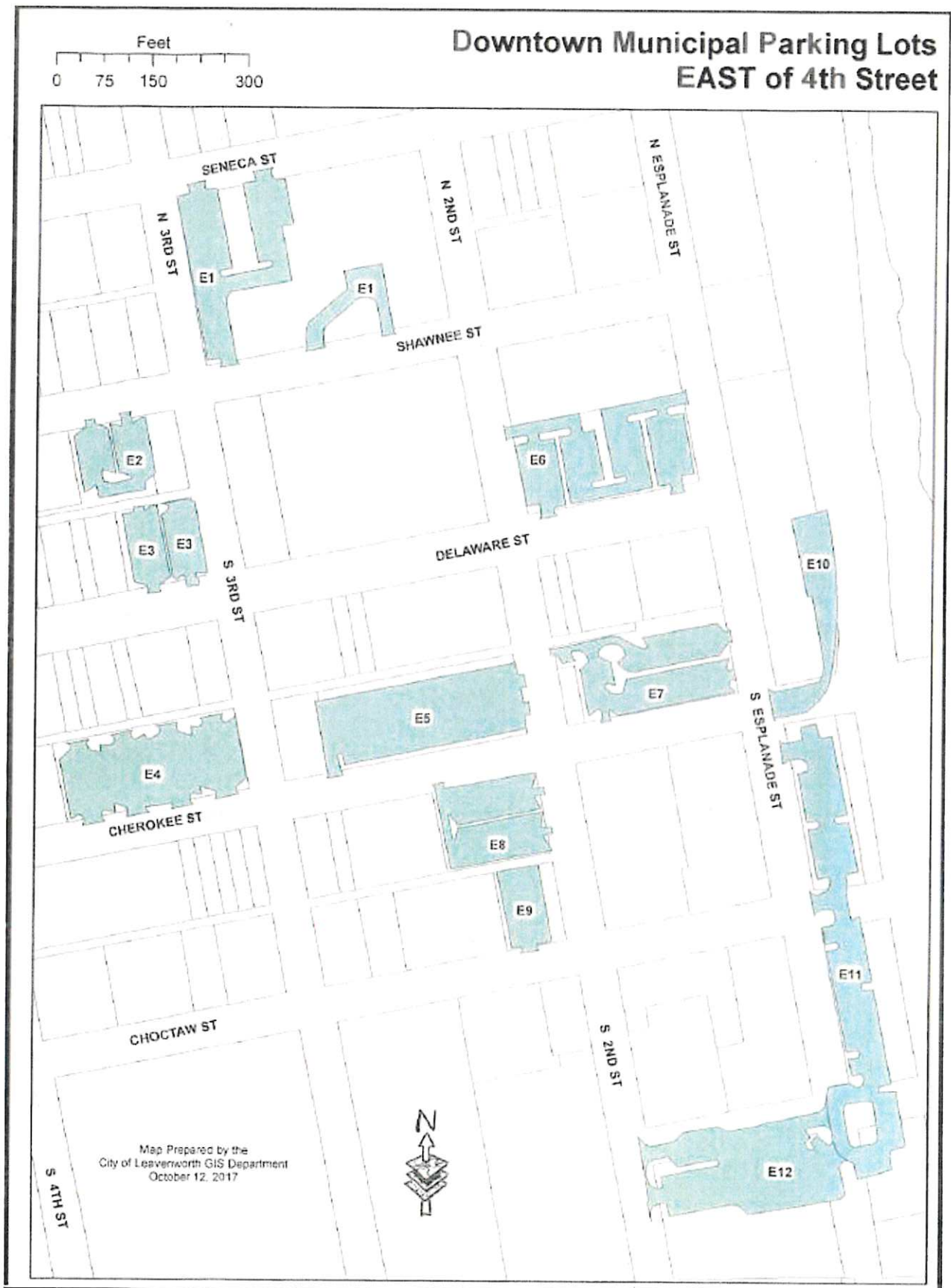
Map Prepared by the  
City of Leavenworth GIS Department  
October 14, 2020



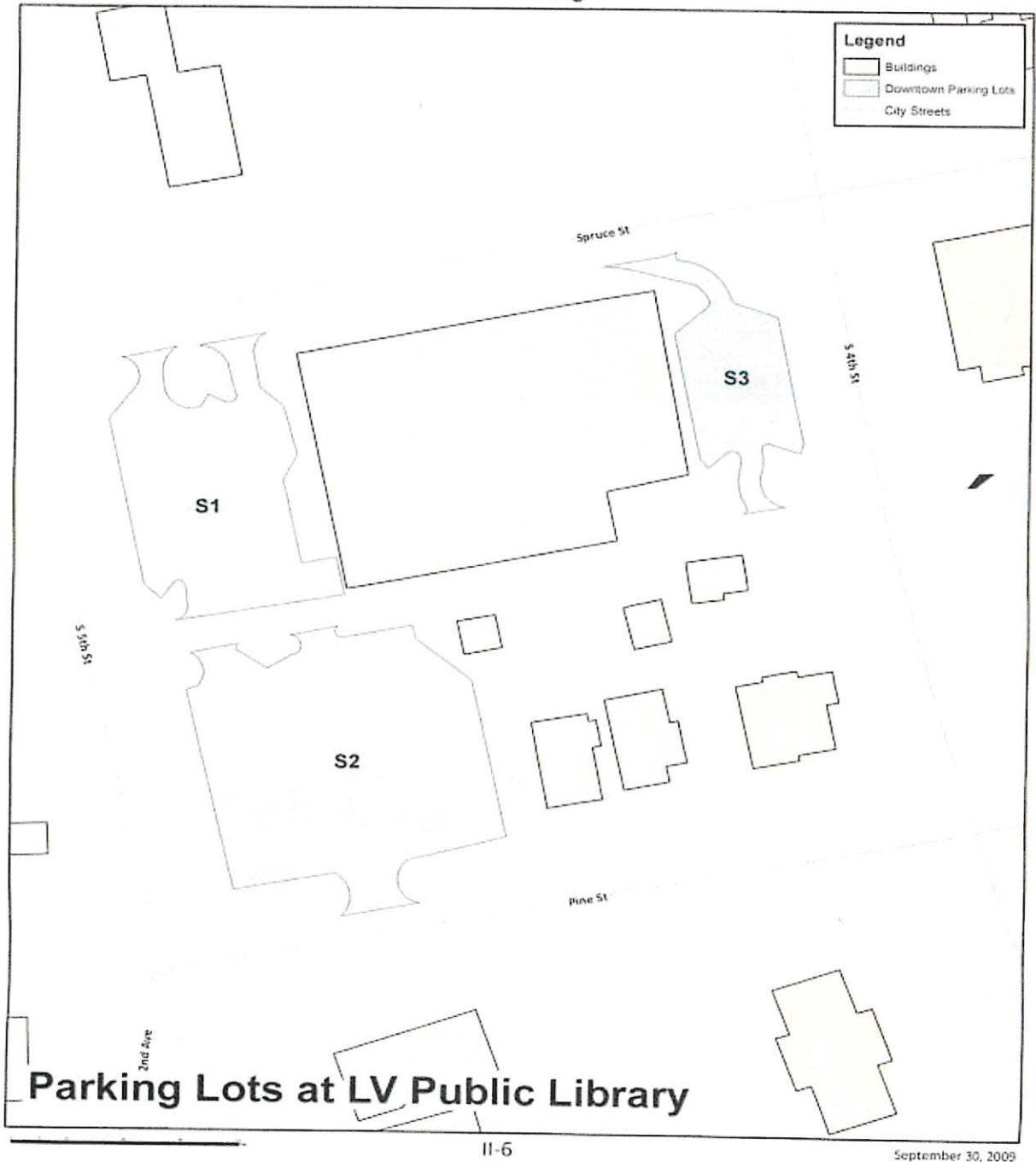
# Municipal Parking Lots - Springfield Wollman Park



Map Prepared by the  
City of Leavenworth GIS Department  
October 14, 2020



City of Leavenworth Snow Plan  
Downtown Parking Lots



II-6

September 30, 2009

**PARKING LOT TABLE**

<b>PARKING LOT NUMBER</b>	<b>LOCATION</b>
<b>E1</b>	Planters II - East Parking Lot & Entrance Drive
<b>E10</b>	Riverfront Community Center - East Parking Lot
<b>E11</b>	Riverfront Community Center - South Parking Lot
<b>E12</b>	Abernathy Lot
<b>E2</b>	300 Block of Shawnee Street - South Side
<b>E3</b>	3rd Street & Delaware Street - Northwest Corner
<b>E4</b>	300 Block of Cherokee Street - North Side
<b>E5</b>	200 Block of Cherokee Street - North Side
<b>E6</b>	100 Block of Delaware Street - North Side
<b>E7</b>	100 Block of Cherokee Street - North Side
<b>E8</b>	2nd Street & Cherokee Street - Southwest Corner
<b>E9</b>	High Noon Saloon - East Parking Lot
<b>N1</b>	Sportsfield - Parking Lots
<b>N2</b>	Wollman Park - Parking Lots
<b>N3</b>	N Esplanade St & Kickapoo St - Northwest Corner
<b>N4</b>	Riverfront Park - North Parking Lots
<b>S1</b>	Public Library - South Parking Lot
<b>S2</b>	Public Library - South Parking Lot
<b>S3</b>	Public Library - East Parking Lot
<b>W1</b>	City Hall - East Parking Lot
<b>W2</b>	5th Street & Seneca Street - Southwest Corner
<b>W3</b>	Immaculata High School - North Side
<b>W4</b>	500 Block Shawnee Street - South Side
<b>W5</b>	400 Block Cherokee Street - North Side
<b>W6</b>	6th Street & Cherokee Street - Northeast Corner
<b>W7</b>	400 Block Cherokee Street - South Side
<b>W8</b>	5th Street & Choctaw Street - Northeast Corner
<b>W9</b>	Haymarket Square



## SCHOOL ZONES

Listed below are the locations of all school zones, which will be plowed and treated in conjunction with the school district's maintenance and supervisory personnel:

- GRID 1** David Brewer School  
401 N. 17<sup>th</sup> Street
- N 18<sup>th</sup>, Osage to Ottawa
  - Ottawa, N 18<sup>th</sup> to N 17<sup>th</sup>
  - N 17<sup>th</sup>, Ottawa to Osage

- GRID 2** Lawson School  
820 N. 5<sup>th</sup> Street
- N 4<sup>th</sup>, Johnson to Pawnee
  - Pawnee, N 4<sup>th</sup> to N 5<sup>th</sup>
  - N 5<sup>th</sup>, Johnson to Pawnee
  - Johnson, N 5<sup>th</sup> to N 4<sup>th</sup>

- St. Paul Lutheran School  
320 N. 7<sup>th</sup> Street
- N 7<sup>th</sup>, Miami to Osage
  - Osage, N 7<sup>th</sup> to N 6<sup>th</sup>

- GRID 6** Xavier Catholic Pre-School  
1409 2<sup>nd</sup> Avenue
- 2<sup>nd</sup> Ave, Ohio to Prospect

- GRID 7** Leavenworth High School  
2012 10<sup>th</sup> Avenue
- 10<sup>th</sup>, Marion to Halderman
  - Halderman, 10<sup>th</sup> to Grand
  - Grand, Halderman to Marion
  - Marion, Grand to 10<sup>th</sup>

- Henry Leavenworth School  
1925 Vilas
- 20<sup>th</sup>, Vilas to Limit
  - Vilas, 20<sup>th</sup> to 22<sup>nd</sup>
  - 22<sup>nd</sup>, Vilas to Limit
  - Limit, 22<sup>nd</sup> to 20<sup>th</sup>

- GRID 8** Anthony School  
570 Evergreen
- 2<sup>nd</sup>, Evergreen to Thornton
  - Thornton, 2<sup>nd</sup> Ave to 4<sup>th</sup> Ave
  - 4<sup>th</sup> Ave, Thornton to Evergreen
  - Evergreen, 4<sup>th</sup> Ave to 2<sup>nd</sup> Ave

**GRID 9**

Warren Middle School  
3501 New Lawrence Road

- 10<sup>th</sup>, Gatewood to Limit
- Limit, 10<sup>th</sup> to New Lawrence
- New Lawrence, Limit to Gatewood
- Gatewood, New Lawrence to 10<sup>th</sup>

**GRID 10**

Xavier Muncie Campus  
541 Muncie Road

- Muncie, Lakeview Dr to Hughes
- Hughes, Muncie to Eisenhower
- Eisenhower, Hughes to Lakeview Dr
- Lakeview Dr, Eisenhower to Muncie

## WATER POLLUTION CONTROL DIVISION

- A. The Water Pollution Control Division will provide manpower and equipment as required in the support for snow and ice removal. Manpower will be qualified and trained to operate the equipment being used. The Superintendent of City Operations will coordinate required training with the Superintendent of Water Pollution Control.
- B. To the maximum extent possible, there will be no change in operation of the Water Pollution Control facility during storms.
- C. Plowing and de-icing of the interior Water Pollution Control facility (WPC) will be conducted by City personnel.

## PARKS MAINTENANCE DIVISION

- A. The Parks Maintenance Division will provide manpower and equipment as required in support of the City Operations Division for snow and ice removal. Detailed manpower will be qualified and trained to operate the equipment being used. The Superintendent of the City Operations will coordinate with the Superintendent of Parks Maintenance.
- B. The primary focus for snow and ice operations for the Parks Maintenance Division will be:
- ❖ Clear and de-ice City Hall sidewalks.
  - ❖ Clear and de-ice Riverfront Community Center Sidewalks.
  - ❖ Clear and de-ice Leavenworth Public Library Sidewalks.
  - ❖ Clear and de-ice all sidewalks adjacent to all City parking lots.
  - ❖ Clear and de-ice Municipal Service Center Sidewalks.
  - ❖ Clean and de-ice selected Parks and Facilities as required.

## SOLID WASTE/REFUSE AND MAINTENANCE OPERATIONS

### A. Solid Waste/Refuse Pick-Up

- 1) To the maximum extent possible, refuse pick-up will be conducted at its normal schedule. Four-wheel drive vehicle augmentation will be provided to the Solid Waste Foreman to assist in the areas of poor or limited access.
- 2) In the event that the severity of the storm delays the normal schedule, the Solid Waste/Refuse Section will work overtime and be augmented with personnel in order to get back into the normal schedule as quickly as possible.

B. Maintenance Section: Maintenance personnel will be assigned to shift operations as directed by this plan.

C. Brush Disposal Site and Recycling: Will open only after the storm has ceased, clearing areas for brush will be accomplished as required by City personnel.

**CONTRACTORS SUPPORT**  
**TO SNOW AND ICE CONTROL**

- A. The Superintendent of City Operations will solicit price quotes and availability of equipment from local contractors before the start of snow and ice season each year. A City and Contractor meeting will occur before each snow season. At this meeting, areas will be assigned and plowing coordination standards established.
- B. Contractor Support Areas:
1. Residential streets, by grid
  2. Downtown Central Business District
  3. Other, as defined by the Director of Public Works
- C. Contractor Quality Control: The Director of Public Works will appoint staff personnel to serve as contractor quality control inspectors. The duties of these individuals will be to function as SNICCC contractor coordinator and ensure the quality control of snow removal operations by the contractor. Staff assigned to these duties will report directly to the Superintendent of City Operations.
- D. Communications with Contractors: In the event the contractor cannot furnish a viable communication link with the SNICCC and contractor representative, the SNICCC will provide receipted handheld radios for the contractors use from City-wide radio resources if available.

## CONTRACTOR'S AREAS OF RESPONSIBILITY

### CONTRACTOR AREAS

- ❖ Grids 1, 3, 5, 7 and 9
- ❖ Grids 2, 4, 6, 8 and 10

Plowing operations will start as directed by the Director of Public Works. The Director of Public Works will make decision for plowing, based on snow accumulation and the weather forecast.

### CONTRACTOR STANDARDS

- ❖ Report when work commences by grid
- ❖ Report when finished with grid(s), plus periodic status
- ❖ Snow will be winged back as close to curb as parked cars allow – 2 passes (up/down).
- ❖ Intersections will be kept clear
- ❖ Be responsive to assigned City Inspector
- ❖ After operations report and invoice will include:
  - Date
  - Start time
  - Completion time
  - Equipment utilized and hours
  - Problems encountered and recommendations for improvement

### CITY "QUALITY CONTROL" INSPECTORS

- ❖ Engineer Tech 1
- ❖ Engineer Tech 2

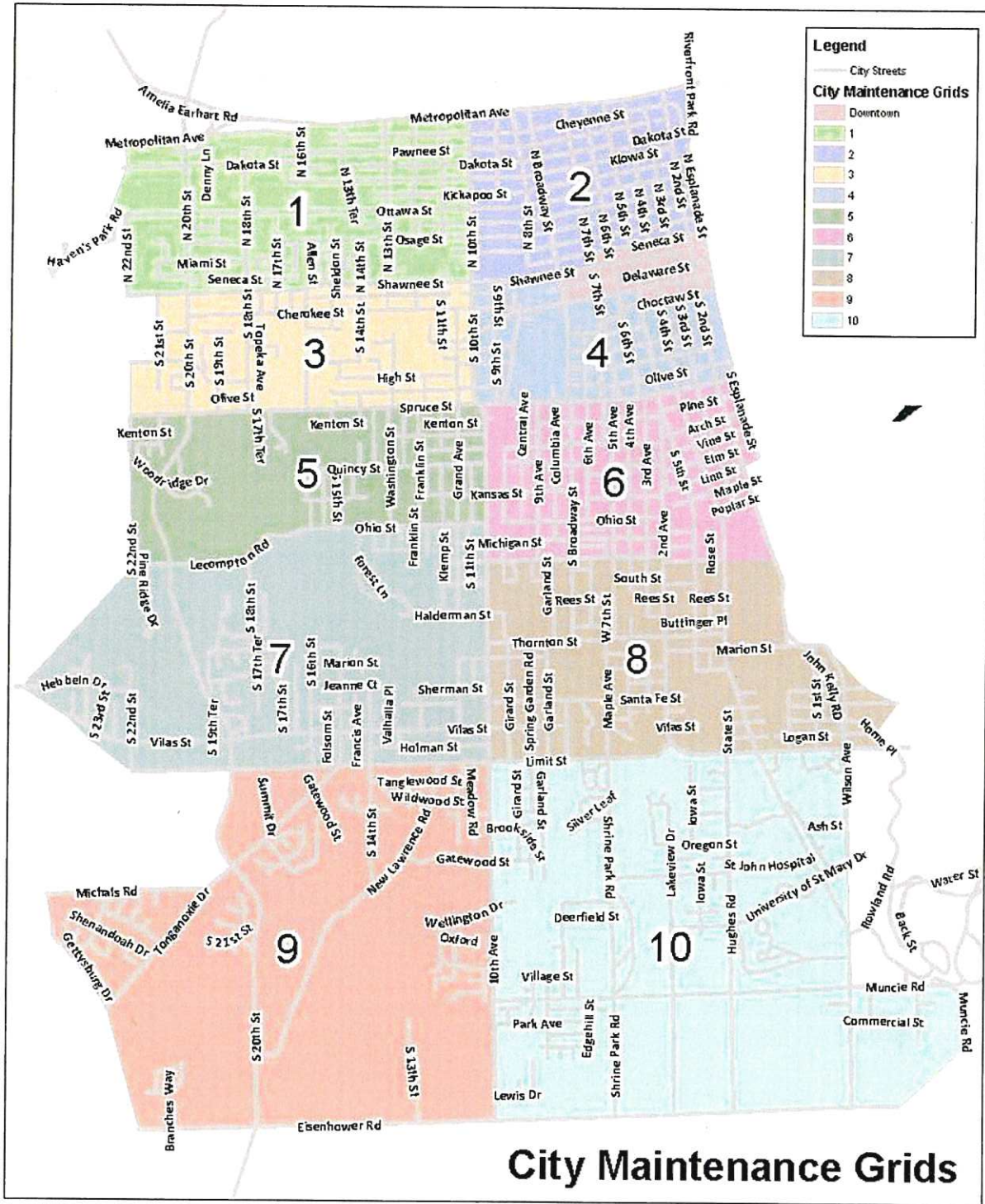
### DOWNTOWN CLEAN-UP

Operations will commence the evening after storm at 9:00 p.m. unless directed differently by the Director of Public Works.

### REQUIRED DOCUMENTATION:

- ❖ Current certificate of insurance (listing City of Leavenworth as additional insured)
- ❖ Points of contact
- ❖ Equipment availability with and without operator including costs

## City of Leavenworth Snow Plan Maintenance Grids





**MATRIX OF SNOW/DE-ICING  
TREATMENT PROCEDURES**

		RECOMMENDED TREATMENT (STORM)			
°F	PREC.	ACTIVITY	BEGINNING	DURING	AFTER
0-20	SNOW (DRY)	PLOW	IMMEDIATELY	CONTINUOUSLY	WING BACK TO SHOULDERS CLEAN-UP
		SALT/BRINE	AFTER PLOWING EMERGENCY ROUTES & OTHER KEY AREAS	AS NECESSARY AFTER PLOWING	ICY SPOTS ONLY
20-30	SNOW DRY/ WET	PLOW	IMMEDIATELY	CONTINUOUSLY	WING BACK TO SHOULDERS CLEAN-UP
		SALT	AFTER PLOWING EMERGENCY ROUTES & OTHER KEY AREAS	AS NECESSARY AFTER PLOWING	ICY SPOTS ONLY
0-30	ICE	PLOW	NO	NO	NO
		SALT *	KEY AREAS & EMERGENCY ROUTES	CONTINUOUSLY	ICY SPOTS ONLY
		SALT *	RESIDENTIAL STREETS	ONCE EMERGENCY ROUTES TREATED	ICY SPOTS ONLY

**NOTE: \*DURING ICE STORMS WHEN TEMPERATURE IS 20° F AND LOWER, ALL SALT WILL BE MIXED WITH SALT BRINE.**

## WORK MANAGEMENT FORMS AND LOGS

1. This appendix prescribes the Work Management forms and logs, which will ensure the accurate record and utilization of resources (man hours, equipment and material) as well as call in and out problems.
2. Specific forms and their function are as follows:
  - a. Snow/Ice Control Worksheet

This form is the shift operator's primary log of manpower equipment hours and de-icing resources used during a shift. Each operator per shift is responsible for the accurate completion of this form. It will be turned into the Work Management Technician after each shift.
  - b. Dispatch Log

This form will be maintained for each shift (continuation pages will be used as required). The purpose of this form is to accurately log and document all call in requests for assistance from citizens and/or City officials. The shift supervisor will review his/her log sheets and provide a copy to his/her shift relief with unresolved actions and/or requirements. The Dispatcher will be responsible by shift for this log.
  - c. Snow/Ice After Action Report

This form will be used to record and document the total resources expended for each storm. Storms will be numbered by year consecutively. The Superintendent of City Operations is responsible for the execution of this form in conjunction with Work Management.

# SNOW/ICE CONTROL OPERATOR WORKSHEET



## Snow/Ice Control Operator Worksheet

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

<b>Starting Mileage</b> <small>(from truck odometer)</small>
---

<b>Ending Mileage</b> <small>(from truck odometer)</small>
---

<b>Total Mileage</b> <small>(Ending - Starting)</small>
--

Operator: \_\_\_\_\_

Truck #: \_\_\_\_\_

Shift:  
(Circle One)

Day      Night

<b>Start Time</b>
-------------------

<b>End Time</b>
-----------------

<b>Hours Worked</b>
---------------------

<u>Spreader Controller</u>	
Dry Distance Material - A	_____ miles
Pre-Wet Distance Material - A	_____ miles
Total Material - A	_____ miles <sup>2</sup>
Dry Material-A	_____ lbs
Pre-Wetted Material - A	_____ lbs
Total Material - A	_____ lbs <sup>2</sup>
Prewet Liq Materail - A	_____ gallons

\*\*ALWAYS clear "Current Data" at the end of your shift.\*\*

<u>Plowing Miles</u>	
Total Plowed Miles <small>(Note odometer when plow is dropped)</small>	_____ miles

<u>To Be Calculated by Street Clerk</u>	
Lbs/Lane Mile <small>(2/1)</small>	_____
Total Tons Salt/Sand <small>(2 /2,000)</small>	_____

Round to 2 decimal points.

**REMEMBER!**

Always complete a pre- and post-inspection sheet for your vehicle for each shift.

Always call in to dispatch when starting and ending a route.

If treating Hot Spots, call dispatch as each spot is treated.

Operator  
Signature: \_\_\_\_\_

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





**STATE, COUNTY, LEAVENWORTH AND LANSING'S**  
**AREAS OF RESPONSIBILITY**

**STATE:**

- Metropolitan from Bridge to 73 West
- Spruce Street from 15<sup>th</sup> Street to West
- 4<sup>th</sup> Street from Limit South

**COUNTY:**

- 18<sup>th</sup> Street/Santa Fe Trail North of Metropolitan

**CITY OF LEAVENWORTH:**

- All streets within City limits

In addition, the following streets are included:

- Metropolitan from 16<sup>th</sup> St. to 20<sup>th</sup> St./16<sup>th</sup> St. from Metropolitan to Highway 7/73
- 20<sup>th</sup> Street from Eisenhower Road to Fort Leavenworth rear entrance
- Ottawa Street from 22<sup>nd</sup> Street to Dead End
- Shawnee from 22<sup>nd</sup> Street to Dead End
- County Road 12 from 22<sup>nd</sup> Street to Highway 92
- New Lawrence Road from Limit to 20<sup>th</sup> Street Trafficway
- County Road 5 from Limit to Michals Road
- Eisenhower from 4<sup>th</sup> Street to Tonganoxie Road

**CITY OF LANSING:**

- Eisenhower Road from 4<sup>th</sup> Street East

**MUTUAL ASSISTANCE IN EMERGENCY**

- Product/Material
- Parts
- Weather Up-Dates Leavenworth/Post

# LEAVENWORTH PUBLIC SCHOOLS

## Inclement Weather Procedure

**ALL INCLEMENT WEATHER DECISIONS ARE BASED ON CONCERNS FOR STUDENT, PARENT, AND STAFF SAFETY.**

IN THE EVENT SCHOOLS ARE CLOSED FOR THE DAY, USD #453 WILL:

- Make the decision to close no later than 6:00 am
- Provide notice to the major television stations in the Kansas City area (FOX 4, KSHB 41, KCTV 5, KMBC 9); conduct the district autodialer, and post the closing on district social media channels of communication.

PARENTS NEED TO:

- Listen to news broadcasts on stormy mornings, or check the district website
- Decide whether or not to send their child(ren) to school. When the decision is made that schools will be open, some parents may choose to keep their child(ren) home because weather conditions may be considered marginal. Such absences will be excused, and work missed may be made up without penalty.

IN THE EVENT A STORM DEVELOPS OR THE WEATHER CHANGES UNEXPECTEDLY DURING THE DAY, USD #453 WILL:

- Remain open; schools will not dismiss early
- If parents feel their child(ren) should come home, they may pick them up from school; such absences will be excused and work missed may be made up without penalty.

## **FORT LEAVENWORTH**

- Will coordinate with Fort Leavenworth to modify our schedule to plow to allow for early release.

**PLEASE SAVE THIS INFORMATION FOR FUTURE WEATHER SITUATIONS**



**CITY OF LEAVENWORTH  
SNOW AND ICE REMOVAL OPERATION PLAN**

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