

City of Leavenworth, Kansas

2021 Stormwater-Related Policy Reports & City Commission Minutes

(which can be found at this link: www.leavenworthks.org/publicworks/page/engineering)

No.	Date	Type	Subject
	2/9/2021	Policy Report	Review DRAFT 2020 KDHE Annual Stormwater Report
		Commission Minutes	
		Policy Report	Consider Engineering Contract w/Wilson & Co. for Stormwater Improvements at 741 Pottawatomie
		Commission Minutes	
		Policy Report	Consider Stormwater Cost Share Agreement with USD 453
		Commission Minutes	
	2/23/2021	Policy Report	Review Final 2020 Draft KDHE Annual Stormwater Report and Adopt Resolution B-2277
		Commission Minutes	
	4/13/2021	Policy Report	Consider Bids for 16th Terrace Stormwater, Phases 2 & 3
		Commission Minutes	
	4/27/2021	Policy Report	Consider Change Order No.4 for 16th Terrace & Thornton Design Contract, Phases 2 & 3
		Commission Minutes	

- Slowly but surely working
- No way it will be done in 30 days

Commissioner Preisinger:

- At the last meeting stated she need to have a roofing contract in place
- Feels we have reached the end of the limit on this property

Ms. Hurley:

- Stated that Mr. Derringer came in to City Hall today to extend the permit
- Ms. Hurley informed Mr. Derringer that since the item was being heard this evening the city would not extend the permit until after the Commission reviewed the property

City Manager Kramer:

- Mr. Kramer stated that the work that has been done was reviewed by the City inspectors and does not meet building standards

There was a consensus to move forward with demolition.

Commissioner Preisinger moved to review 504 Miami at the March 23rd meeting and to move forward with the demolition of 824 Osage. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Review Draft 2020 Kansas Department of Health and Environment (KDHE) Annual Report for Stormwater – Public Works Director Mike McDonald presented for review the draft 2020 KDHE report to be submitted by February 28, 2021. Staff is requesting any comments from the Commission or public prior to final approval. COVID has had an impact on the activities that the City would normally undergo during the year. The final report will be brought back to the Commission at the February 23, 2021 meeting for approval via Resolution. No formal action required at this time.

Resolutions:

Resolution B-2276 Set Limits for 2021 General Improvement Bonds – City Clerk Carla Williamson presented for adoption and approval Resolution B-2276 setting the maximum amount for 2021 General Improvement Bonds in the amount of \$2,038,938.00. This amount is set by Charter Ordinance 56.

Commissioner Leonhard moved to adopt Resolution B-2276 as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Bids, Contracts and Agreements:


Consider Purchase of Animal Control Replacement Vehicle – Police Chief Pat Kitchens presented for consideration the purchase of a replacement vehicle for animal control using the 2020 Mid America Council of Public Purchasing (MACPP) contract. Staff recommends approval of one (1) 2021 Ford T-250 Cargo Van from Shawnee Mission Ford at a total price of \$40,346.00.

POLICY REPORT PWD NO: 21-06

REVIEW DRAFT 2020 KDHE ANNUAL REPORT
FOR STORMWATER

February 9, 2021

Prepared by:



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

Submitted by:



Paul Kramer,
City Manager

ISSUE:

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

BACKGROUND:

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

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

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

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

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

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

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

KEY SECTIONS of the REPORT

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

RECOMMENDATION:

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

ATTACHMENT:

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

City of Leavenworth, Kansas



January 1, 2020 - December 31, 2020

Kansas Permit No: M-MO12-SN01

Federal Permit No: KSR044011

February 28, 2021

CITY OF LEAVENWORTH

Kansas Stormwater Annual Report Form for Municipal Separate Storm Sewer Systems

January 1, 2020 - December 31, 2020

Kansas Permit No: M-MO12-SN01

SECTION 1: EXECUTIVE SUMMARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **If an audit/inspection of your MS4 program was conducted by EPA or KDHE during the year, list the items the audit/inspection report identified as required changes and provide a narrative explanation of how the changes were implemented or explain the plan to implement the changes and identify a target date for final implementation.**
There were no known inspections of the MS4 program by KDHE or EPA in 2020.

CITY OF LEAVENWORTH

Kansas Stormwater Annual Report Form for Municipal Separate Storm Sewer Systems

January 1, 2020 - December 31, 2020

Kansas Permit No: M-MO12-SN01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There were no changes to the City Limits in 2020.

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

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

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

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

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

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

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

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

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

Section E

- Stormwater Management Program Requirements
(Sections E1 - E6)

Stormwater Management Program Requirements (Six Minimum Control Measures)

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

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

(List presentations and media)

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

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

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

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

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

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

a. Illicit Discharge Detection and Elimination

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

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

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

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

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

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

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

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

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

b. Construction Site Stormwater Runoff Control

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Municipal Pollution Prevention/Housekeeping

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

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

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

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

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

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

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

Commissioner Preisinger moved to approve the purchase of one (1) 2021 Ford T-250 Cargo Van from Shawnee Mission Ford at a total price of \$40,346.00. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Stormwater Cost Share Agreement with USD 453 – City Manager Paul Kramer presented for consideration a 50% cost share of a study performed by Water Resource Solutions (WRS) on conceptual ideas on bank stabilization and improvements on the property located at the new 10th Avenue park baseball and softball complex being constructed by USD 453. USD 453 will enter into an agreement with WRS for a total cost of \$45,899.00 and the City will agree to pay \$27,449.50 to USD 453. A Memorandum of Understanding (MOU) would be entered into with the school after the findings.

Commissioner Leonhard moved to authorize payment of \$27,449.50 to USD 453 for 50% of the total cost of \$54,899.00 for the study. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Design Contract with Wilson & Co. for Stormwater Improvements 700 Block of Pottawatomie Street - Public Works Director Mike McDonald presented for consideration a contract in the amount of \$29,450.00 with Wilson & Company for the design of storm drainage improvements at 741 Pottawatomie.

Commissioner Preisinger moved to approve the contract with Wilson & Company Corporation for the design of storm drainage improvements at 741 Pottawatomie not to exceed \$29,450.00. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consent Agenda:

Commissioner Wilson moved to approve claims for January 23, 2021, through February 5, 2021, in the amount of \$1,884,336.76; Net amount for Payroll #2 effective January 29, 2021 in the amount of \$334,840.92 (Includes Police & Fire Pension in the amount of \$9,624.04). Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Other:

Public Works Director Mike McDonald:

- Updated the Commission on the snow and ice removal efforts of the City during the recent snow that began on Saturday

Commissioner Preisinger

- Price Chopper has started their \$12 million renovation
- Two restaurants temporarily closed down due to COVID exposures for deep cleaning
- Walmart in Leavenworth announced they will have vaccine at some point
- Verified with Mr. Kramer that he did mail letters to delegations about health clubs and the legislation proposed to exempt taxes; this is an effort brought up by Rodney Stephens owner of Genesis Health Clubs

POLICY REPORT PWD NO. 21-08

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

PROJECT NO. 2021-951

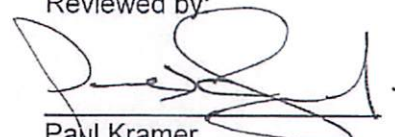
February 9, 2021

Prepared by:



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

Reviewed by:



Paul Kramer
City Manager

ISSUE:

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

BACKGROUND:

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

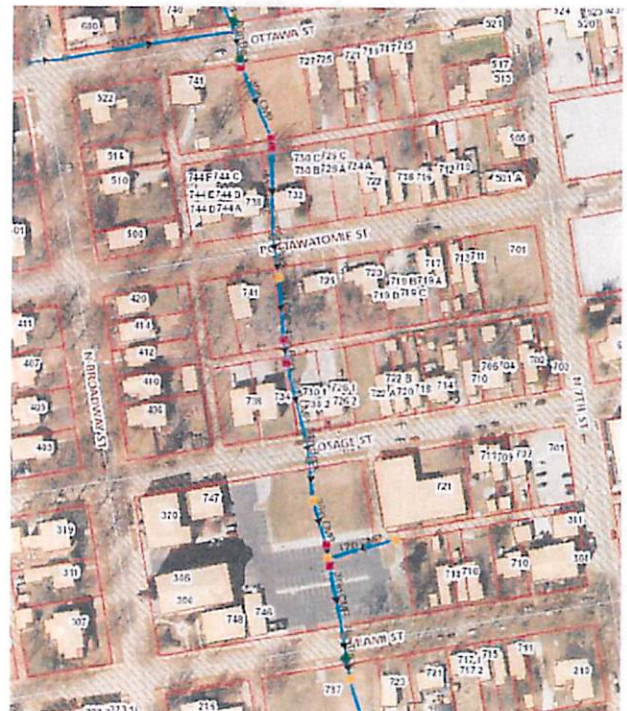
The drainage channel between Broadway and 7th Street running south from Metropolitan Avenue through downtown is known to have many issues in high rainfall events. A project near Ottawa Street was completed a few years ago to address known flooding problems in that area.

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

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

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

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



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

RECOMMENDATION:

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

ATTACHMENTS:

Wilson & Company Proposals for Design Services

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into this 9th day of February, 2021 (Effective Date), by and between **City of Leavenworth, Kansas**, hereinafter referred to as the "Owner", and **Wilson & Company, Inc., Engineers & Architects**, hereinafter referred to as the "Consultant."

WITNESSETH:

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

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

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

**ARTICLE I
CONSULTANT SERVICES**

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

**ARTICLE II
OWNER'S RESPONSIBILITIES**

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

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

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

ARTICLE III TIME SCHEDULE

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

ARTICLE IV PAYMENTS TO THE ENGINEER

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

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

ARTICLE V OPINIONS OF COST

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

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

ARTICLE VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNER:

CONSULTANT:

CITY OF LEAVENWORTH, KANSAS

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

By: Nancy D. Bauder

By: Justin C. Klaut

Signature: 

Signature: 

Title: Mayor

Title: Vice President

Date Signed: February 9, 2021

Date Signed: February 4, 2021

ATTEST:

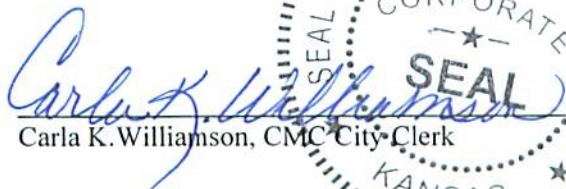

Carla K. Williamson, CMC City Clerk



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

General Scope of Services

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

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

Location Map



Detailed Scope of Services

Section 1 – Data Collection and Field Survey

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

Section 2 – Preliminary Plan Development (60% Complete)

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

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

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

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

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

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

Section 5 – Utility Coordination

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

Section 6 – Project Meetings

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

Section 7 – Construction Phase Services

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

Assumptions

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

City Responsibilities

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

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

Items Not Included in the Scope of Services

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

**EXHIBIT A
 FEE ESTIMATE WORKSHEET**

Fee Reviewed by: J.C. Sklar
 Date: 01/27/21

TASK ID	WORK TASK DESCRIPTION	ESTIMATED MANHOURS										TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE	
		TASK CODE														
		1051	1051	1051	1221	1221	1221	1221	1221	1221	1221					
Project Manager	Project Engineer	Project Designer	Survey Manager	Survey Chief	Survey Crew Chief	Survey Crew Chief	Survey Crew Chief	Survey Crew Chief	Survey Crew Chief	Survey Crew Chief						
PHASE 01 - Data Collection and Field Survey																
1.1	Survey Control															
1.2	Utility Location															
1.3	Topographic Field Survey															
1.4	Flow, Storm and Sanitary Sewer Structure															
1.5	Locate Manholes (Check)															
1.6	Prepares Plans and Ownership															
	Subtotal	0	0	0	16	2	19	19	19	19	19	19	19	19	19	2,815.00
PHASE 02 - Preliminary Plan Development																
2.1	Develop Hydraulic Analysis															
2.2	Develop Alternatives Analysis															
2.3	Develop Storm Sewer Design															
2.4	Develop Grading Plan															
2.5	Develop Water Quality Features															
2.6	Develop Erosion and Sediment Control Plan															
2.7	Develop Traffic Control and Construction Phasing Plan															
2.8	Prepare Preliminary Plans															
2.9	Prepare Construction Cost Estimate															
2.10	Attend Preliminary Plan Review Meeting															
	Subtotal	12	35	16	0	0	0	0	0	0	0	0	0	0	0	11,315.00
PHASE 03 - Final Check Plans and Permit Documents																
3.1	Review Preliminary Plans Based on City Comments															
3.2	Identify Proposed Easements															
3.3	Prepare List of Descriptions and Easements															
3.4	Prepare Specifications for Non-Standard Items															
3.5	Prepare Construction Cost Estimate															
3.6	Attend Final Check Plan Review Meeting															
	Subtotal	0	12	12	2	6	0	0	0	0	0	0	0	0	0	5,310.00
PHASE 04 - Construction Plans, Special Provisions, and Engineer's Estimate																
4.1	Review Final Check Plans Based on City Comments															
4.2	Review Specifications Based on City Comments															
4.3	Prepare Construction Cost Estimate															
4.4	Submit PDF Plans to District Clerk															
	Subtotal	4	17	1	0	0	0	0	0	0	0	0	0	0	0	2,591.00
PHASE 05 - Utility Coordination																
5.1	Utility Location Report															
5.2	Attend City Utility Meeting to Review Final Check Plans															
	Subtotal	3	5	0	0	0	0	0	0	0	0	0	0	0	0	855.00
PHASE 06 - Project Meeting																
6.1	Attend Project Kick-off Meeting															
6.2	Attend Public Meeting															
	Subtotal	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1,188.00
TOTALS		32	143	48	4	19	19	19	19	19	19	19	19	19	19	29,450.00

2020 Hourly Rates



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

2020 Hourly Rates



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

Commissioner Preisinger moved to approve the purchase of one (1) 2021 Ford T-250 Cargo Van from Shawnee Mission Ford at a total price of \$40,346.00. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Stormwater Cost Share Agreement with USD 453 – City Manager Paul Kramer presented for consideration a 50% cost share of a study performed by Water Resource Solutions (WRS) on conceptual ideas on bank stabilization and improvements on the property located at the new 10th Avenue park baseball and softball complex being constructed by USD 453. USD 453 will enter into an agreement with WRS for a total cost of \$45,899.00 and the City will agree to pay \$27,449.50 to USD 453. A Memorandum of Understanding (MOU) would be entered into with the school after the findings.

Commissioner Leonhard moved to authorize payment of \$27,449.50 to USD 453 for 50% of the total cost of \$54,899.00 for the study. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Design Contract with Wilson & Co. for Stormwater Improvements 700 Block of Pottawatomie Street - Public Works Director Mike McDonald presented for consideration a contract in the amount of \$29,450.00 with Wilson & Company for the design of storm drainage improvements at 741 Pottawatomie.

Commissioner Preisinger moved to approve the contract with Wilson & Company Corporation for the design of storm drainage improvements at 741 Pottawatomie not to exceed \$29,450.00. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consent Agenda:

Commissioner Wilson moved to approve claims for January 23, 2021, through February 5, 2021, in the amount of \$1,884,336.76; Net amount for Payroll #2 effective January 29, 2021 in the amount of \$334,840.92 (Includes Police & Fire Pension in the amount of \$9,624.04). Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Other:

Public Works Director Mike McDonald:

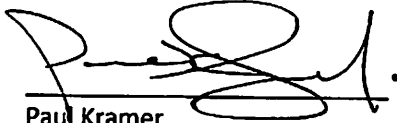
- Updated the Commission on the snow and ice removal efforts of the City during the recent snow that began on Saturday

Commissioner Preisinger

- Price Chopper has started their \$12 million renovation
- Two restaurants temporarily closed down due to COVID exposures for deep cleaning
- Walmart in Leavenworth announced they will have vaccine at some point
- Verified with Mr. Kramer that he did mail letters to delegations about health clubs and the legislation proposed to exempt taxes; this is an effort brought up by Rodney Stephens owner of Genesis Health Clubs

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

Prepared by:



Paul Kramer
City Manager

Background:

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

Issue:

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

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

Commission Action:

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

Attachments:

- Cost breakdown
- Project scope overview

Exhibit B

Independence Court Bank Stabilization Design													
12/11/20	Project Personnel	Principal	Senior Engineer	Senior Geotechnical Engineer	Project Engineer	Engineer I	Technical Editor	Administrative	Total Hours	Estimated Labor	Total Expenses	Total Subcontract Costs	Total Cost
	Project Billing Rate	\$1,350	\$1,275	\$3,225	\$1,155	\$1,100	\$125	\$75					
	Task Group 1 - Project Coordination	4	6	0	16	0	0	0	26	\$4,830	\$0	\$0	\$4,830
	Task Group 2 - Background Information	4	6	0	16	0	0	0	26	\$4,830	\$0	\$0	\$4,830
	Task Group 3 - Field Investigation	0	0	0	4	4	0	0	8	\$1,020	\$0	\$0	\$1,020
	Task Group 4 - Hydraulic and Sediment Transport Analysis	0	6	0	0	12	0	0	18	\$2,150	\$106	\$0	\$2,256
	Task Group 5 - Alternatives Analysis	0	6	0	0	12	0	0	18	\$2,150	\$106	\$0	\$2,256
	Task Group 6 - Recommendations	0	8	0	32	96	0	0	136	\$16,360	\$0	\$0	\$16,360
	Task Group 7 - Meetings	0	2	0	4	8	0	0	14	\$1,740	\$0	\$0	\$1,740
	Task Group 8 - Report Revisions	0	2	0	4	8	0	0	14	\$1,740	\$0	\$0	\$1,740
	Task Group 9 - Subtasks	0	1	0	4	8	0	0	13	\$1,645	\$0	\$0	\$1,645
	Task Group 10 - Subtasks	0	5	0	12	72	0	0	89	\$10,185	\$0	\$0	\$10,185
	Task Group 11 - Subtasks	0	2	0	6	12	0	0	20	\$2,580	\$0	\$0	\$2,580
	Task Group 12 - Subtasks	0	4	0	8	16	24	0	48	\$6,340	\$330	\$0	\$6,670
	Task Group 13 - Subtasks	0	1	0	4	8	0	0	13	\$1,645	\$0	\$0	\$1,645
	Task Group 14 - Subtasks	0	7	0	14	57	24	0	101	\$12,565	\$330	\$0	\$12,895
	Task Group 15 - Subtasks	0	1	0	2	4	0	0	7	\$1,285	\$106	\$0	\$1,391
	Task Group 16 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 17 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 18 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 19 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 20 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 21 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 22 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 23 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 24 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 25 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 26 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 27 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 28 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 29 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 30 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 31 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 32 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 33 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 34 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 35 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 36 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 37 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 38 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 39 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 40 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 41 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 42 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 43 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 44 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 45 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 46 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 47 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 48 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 49 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 50 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 51 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
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	Task Group 57 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 58 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 59 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
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	Task Group 61 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 62 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
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	Task Group 66 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 67 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 68 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 69 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 70 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 71 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 72 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 73 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
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	Task Group 75 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 76 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 77 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 78 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 79 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 80 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 81 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 82 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 83 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 84 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 85 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 86 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 87 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 88 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 89 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 90 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 91 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 92 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 93 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 94 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 95 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 96 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 97 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 98 - Subtasks	0	3	0	6	12	0	0	21	\$2,655	\$106	\$0	\$2,761
	Task Group 99 - Subtasks	0	3	0	6	12	0	0	21	\$2,655			

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

PROJECT UNDERSTANDING

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

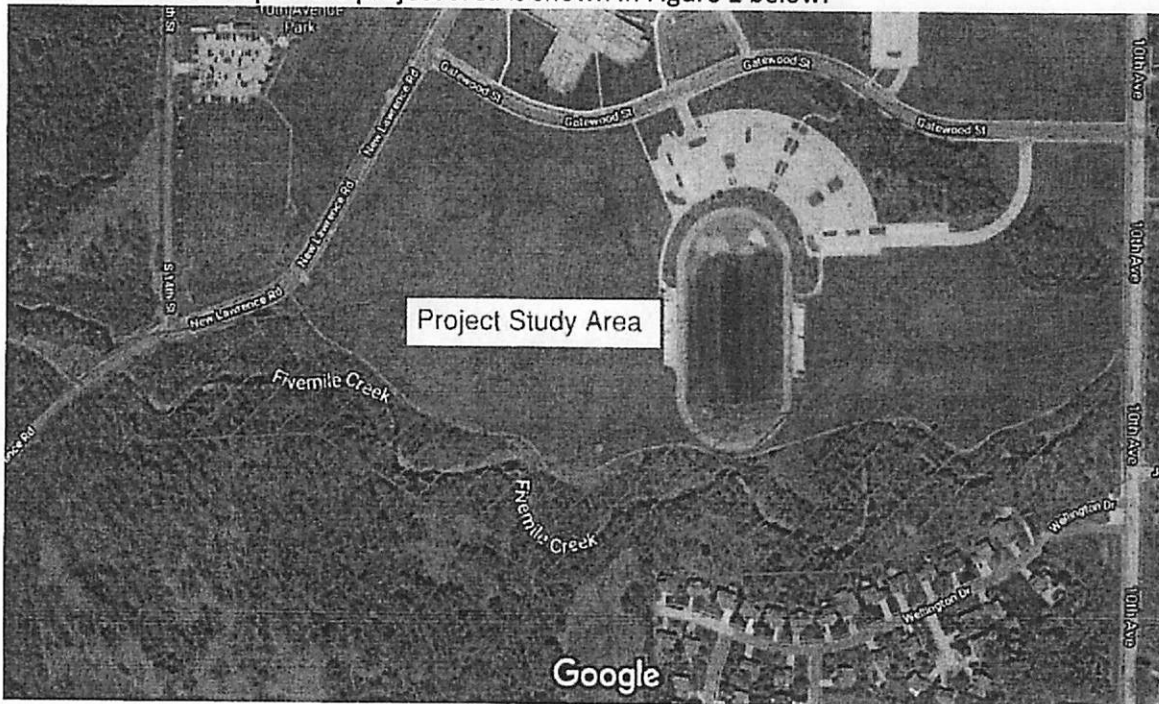


FIGURE 1: 5 Mile Creek Project Area

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

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

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

1.0 COORDINATE ALL ACTIVITIES OF THE DESIGN TEAM

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

BACKGROUND INFORMATION

2.0 GATHER BACKGROUND INFORMATION FOR THE PROJECT AREA

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

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

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

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

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

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

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

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

4.0 HYDRAULIC AND SEDIMENT TRANSPORT ANALYSIS

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

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

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

5.0 ALTERNATIVES ANALYSIS

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



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

6.0 RECOMMENDATIONS

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

7.0 MEETINGS

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

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

Additional Services

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

collected each year through the Stormwater fees collected. Projects are rank ordered and a very good process that engineers look at the projects and needs. There are hundreds of projects that are needed.

General Items:

Mayor's Appointment-1st Judicial District Juvenile Corrections Advisory Board:

Mayor Bauder moved to appoint to the 1st Judicial District Juvenile Corrections Advisory Board Jermaine Wilson to a term ending February 14, 2024. Commission Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Resolutions:

Resolution B-2277 Annual Report for Stormwater 2020 – Public Works Director Mike McDonald presented for adoption the annual Kansas Department of Health and Environment (KDHE) report for 2020 Stormwater activities.

Commissioner Leonhard moved to adopt Resolution B-2277 approving the annual KDHE report for 2020 Stormwater activities. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Proposal for Kansas State Rehabilitation Tax Credits – City Manager Paul Kramer stated that there have been some discussions with Fallbrook Tax Credits regarding the contract agreement. Until questions have been resulted, Staff recommends that the item be removed from the agenda.

Commissioner Preisinger moved to remove the item from the agenda. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Small Cell Facility Agreement with New Cingular Wireless PCS, LLC d/b/a AT&T Mobility – City Manager Paul Kramer presented for consideration an agreement with New Cingular Wireless PCS, LLC d/b/a AT&T Mobility. The agreement would take effect March 1, 2021 for a term of 10 years ending February 28, 2031 with provisions for renewals. The agreement outlines the agreement between the City and the wireless service provider to install small-cell antennae and devices on City-owned light poles and access to City right-of-way for these purposes. Paul Snider representing AT&T was present at the meeting to answer any questions by the Commission. Mr. Snider addressed the commission but did not have any prepared statements but was prepared to answer any questions. City Attorney Waters did a brief review of the agreement on what it covers regarding right-of-way access, grant of license, use of City Facilities and other elements of the agreement.

Commissioner Preisinger moved to approve the Small Cell Facility Deployment and Master Right-of-Way License Agreement with New Cingular Wireless PCS, LLC d/b/a AT&T Mobility effective March 1, 2021. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

POLICY REPORT PWD NO. 21-10

REVIEW FINAL DRAFT 2020 KDHE ANNUAL REPORT
FOR STORMWATER AND ADOPT RESOLUTION NO. B-2277

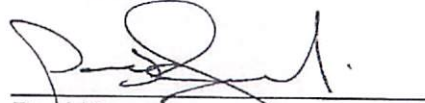
February 23, 2021

Prepared by:



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

Submitted by:



Paul Kramer,
City Manager

ISSUE:

Adopt a resolution approving the annual KDHE report for 2020 stormwater activities.

BACKGROUND:

The City of Leavenworth is regulated by the Kansas Department of Health and Environment (KDHE) and US Environmental Protection Agency (EPA) as a Phase II City for stormwater purposes. The City has been required to submit an annual report on stormwater activities every year since 2003. The report is to summarize the actions the City has taken the previous year to protect and enhance stormwater quality. The guidelines for the activities to be reported on are set by the Stormwater Management Program (SMP) which was adopted by the City Commission in 2016. Future reports will be based on the guidelines set by the new SMP (2020-2024) that was adopted by the City Commission on October 27, 2020.

The City has submitted reports in accordance with KDHE requirements in previous years. Interaction with KDHE and EPA suggest that the report be reviewed in a public forum rather than simply submitted by staff. The draft report was reviewed by the Commission on February 9th, 2021. No other comments were received.

The final report includes statements that the City has reduced pollution in accordance with the requirements to the "Maximum Extent Practicable" (MEP). MEP can be used as a legal term; however, there is no single definition of what it means in individual situations. Staff opinion is that the City has met the intent of the regulations to reduce pollution through the Six Minimum Control Measures as described in the report.

There is considerable additional information in the appendices that will be included when the report is submitted.

RECOMMENDATION:

The report is due at KDHE on February 28th via digital delivery. It is recommended the City Commission adopt the resolution supporting the final report at the February 23rd Commission meeting.

ATTACHMENT:

Final Draft Report (partial)

- Executive Summary
- Comments on Section V of the Permit (Final Report)
- Section E - Stormwater Management Program Requirements (Six Minimum Control Measures)
- Links – Final Draft KDHE Report for 2020:

<https://www.leavenworthks.org/publicworks>

Previous KDHE Annual Reports:

<https://www.leavenworthks.org/publicworks/page/annual-stormwater-reports>

RESOLUTION NO. B-2277

A RESOLUTION APPROVING THE 2020 KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE) ANNUAL REPORT FOR STORMWATER AND AUTHORIZING THE CITY OF LEAVENWORTH, KANSAS, TO SUBMIT THE REPORT TO KDHE.

WHEREAS, the City of Leavenworth, Kansas is regulated by the Kansas Department of Health and Environment (KDHE) and the US Environmental Protection Agency (EPA) as a Phase II City for stormwater purposes; and


WHEREAS, the City of Leavenworth, Kansas has prepared the Annual Report for Stormwater as required and reviewed such report at the February 9, 2021 City Commission meeting allowing time for public review and input prior to approval by the Governing Body.

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

Section 1. That the 2020 Annual Report for Stormwater reflects the direction, efforts and accomplishments by City of Leavenworth for calendar year 2020. It shall be an official record of these actions to meet the requirements of Kansas Department of Health and Environment (KDHE) for an Annual Report until or unless changed by official action.

PASSED AND APPROVED this 23rd day of February 2021.

CITY OF LEAVENWORTH, KANSAS



Nancy D. Bauder, Mayor

ATTEST:



Carla K. Williamson, CMC, City Clerk



purchase. Commissioner Preisinger seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Consider Bid for 16th Terrace & Thornton Stormwater Improvements, Phase 2 & 3 – Public Works Director Brian Faust along with Public Works Project Manager Michael Stephan presented for consideration and approval the single bid received from Lexeco Inc. in the amount of \$694,656.60. The Engineer’s Estimate on the project was \$631,529.00. Staff feels that the bid is reasonable and there would be no benefit gained by rejecting and rebidding the project at a later date. Greg Kaaz of Lexeco addressed the Commission and discussed the challenges of the project regarding access to the area.

Commissioner Leonhard moved to award the 2021 16th Terrace & Thornton Stormwater Improvements, Phase 2 & 3 between 16th Terrace and 16th Street to Vilas Street in the amount of \$694,656.60. Commissioner Preisinger seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Consider Bids for 2021 Pavement Management (Granite Seal Program) – Public Works Director Brian Faust along with Public Works Project Manager Michael Stephan presented for approval the low bid from Harbour Construction for the base bid only in the amount of \$143,810.68. Bids were opened on April 7, 2021 and were as follows:

Company	City	Base Bid	Alternate Bid	Total Bid
Harbour Construction	Kansas City KS	\$143,810.68	\$20,208.17	\$164,018.85
MidAmerica Road Builders	Platte City MO	\$144,337.44	\$19,048.59	\$163,386.03
Vance Brothers Inc.	Kansas City MO	\$184,857.41	\$32,373.48	\$217,230.89
Engineer's Estimate (Base only)		\$158,116.64		

Commissioner Preisinger moved to accept the 2021 Pavement Management-Granite Seal Program to Harbour Construction, Kansas City Kansas for the base bid only in the amount of \$143,810.68. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Consider Change Order No 1 with Linaweaver Construction for the 4th & Olive Alley Community Development Block Sanitary Sewer Project - Public Works Director Brian Faust along with Public Works Project Manager Michael Stephan presented for consideration Change Order No 1 with Linaweaver Construction in the amount not to exceed \$21,409.00 for a new contract total not to exceed \$182,169.00. During the construction, changes were needed to address several items identified in the field that included: increased length of service line and one additional service connection; removal and replacement of an existing chain link fence over the revised service line location; tree removal over the revised line location; modifying one manhole to address the elevation of the main and concrete invert. Commissioner Preisinger moved to approve Contract Change Order No. 1 in the amount of \$21,409.00. Commissioner Griswold seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

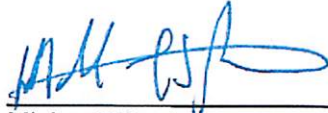
POLICY REPORT PWD NO. 21-12

CONSIDER BIDS FOR THE
16th Terrace & Thornton Stormwater Improvements, Phase 2 & 3

Project 2018-897

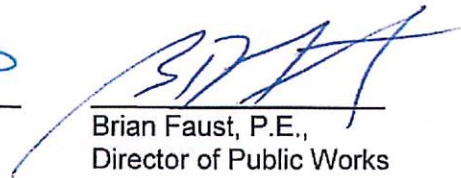
April 13, 2021

Prepared by:



Michael Stephan
Project Manager

Reviewed by:



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



Paul Kramer,
City Manager

ISSUE:

Consider bids received and possible award of the 2021 16th Terrace & Thornton Stormwater Improvements, Phase 2 & 3.

BACKGROUND:

At the July 18, 2017 City Commission meeting, staff provided an outline for the proposed Stormwater Management Program. The first priority of the program was to address the growing list of residential concerns where stormwater infrastructure issues have been identified and/or have orange fences are on their properties.

The Phase 1 construction project included the installation of a detention basin on property currently owned by the City at the northwest end of 16th Terrace and the modification of the overland swale and inlet box between the properties at 2205 and 2209 S. 16th Street Terrace. The Phase 1 project is complete.

The Phase 2 & 3 project includes:

- Replacement of existing underground metal piping south of the existing junction box, rear yard piping and outflow improvements, rock grade control, rock slope stabilization, regrading of existing slopes, and restoration of all disturbed areas with sodding & seeding all the way to Vilas Street.
- A swale on the property at the north end of 16th Street to divert stormwater into the detention facility constructed in Phase 1.

Water Resources Solutions LLC was contracted in December of 2018 to produce the plans and specifications for the 16th Terrace & Thornton Stormwater Improvements, Phase 2 & 3. The project was advertised for bid in the Leavenworth Times and at Drexel Technologies. A pre-bid meeting was held on April 1st and bids were opened on April 7, 2021. Bid results are shown below and on the attached bid tabulation.

Lexeco, Inc. has previously done work for the City. All previous projects were satisfactorily completed within the specifications and time frames allotted.

Company	City	Total Bid
Lexeco, Inc.	Leavenworth, KS	\$694,656.60
Engineer's Estimate:		\$631,529.00

The project will be funded with monies from the Stormwater Fee. The project is anticipated to start in May of 2021 and will take 150 calendar days to complete. While the finished product will address needed stormwater improvements, there will be fairly significant disruptions in the rear yards for residents within the project limits. With Lexeco's local roots and past experience, they will be able to successfully navigate these challenges. Inspection work will be completed with City forces.

POLICY:

The City Commission generally awards a contract to the lowest bidder if the bid is less than the Engineer's estimate and whose evaluation by the City indicates that the award will be in the best interest of the City. The one bid received did exceed the engineer's estimate by 10%; however, staff feels that the bid is reasonable and that there would be no benefit gained by rejecting this bid and rebidding the project at a later date.

RECOMMENDATION:

Staff recommends the City Commission award the 2021 16th Terrace & Thornton Stormwater Improvements, Phase 2 & 3 between 16th Terrace and 16th Street to Vilas Street in the amount of \$694,656.60

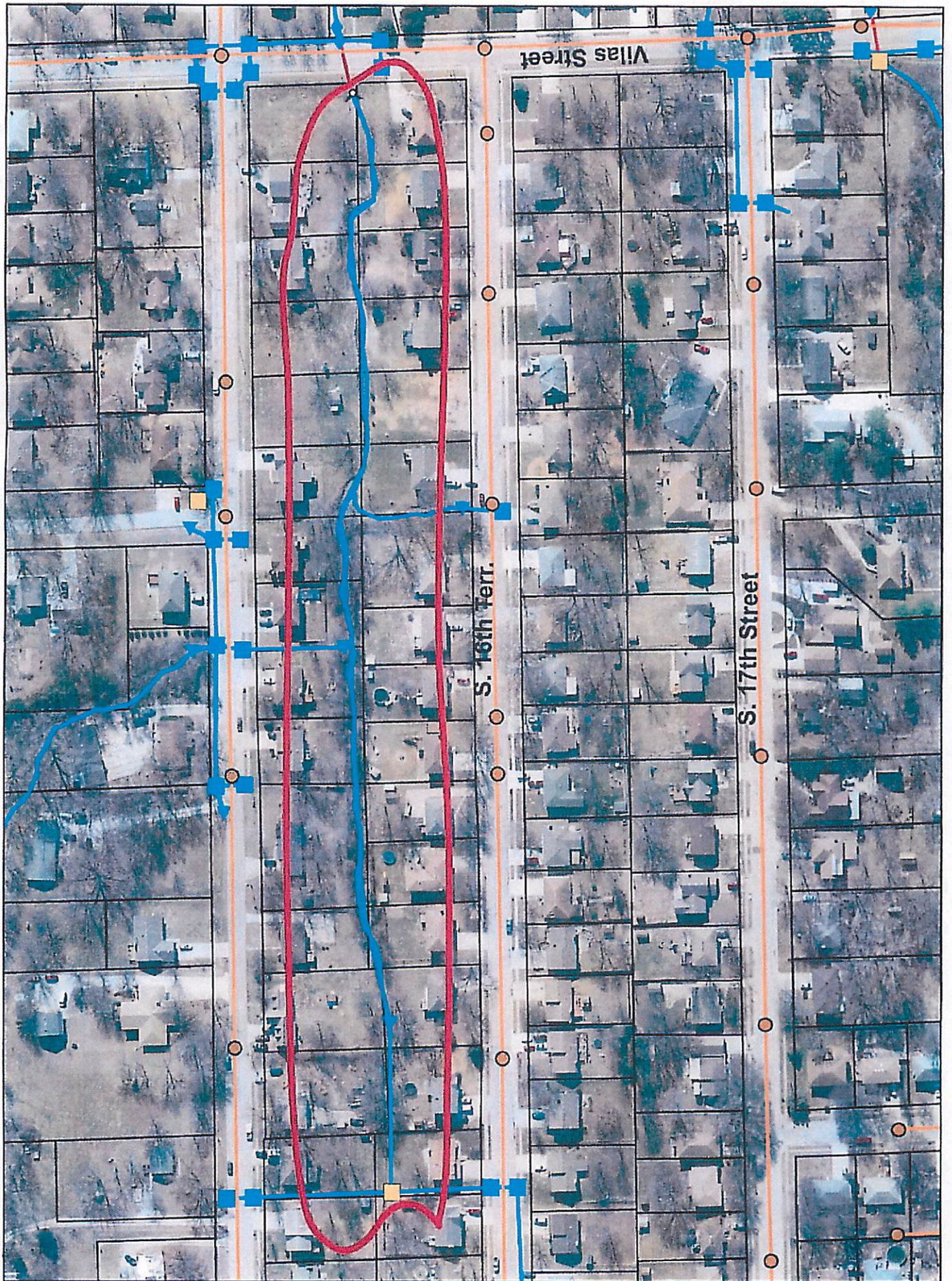
ATTACHMENTS:

- Bid Tabs
- Improvements Map



CITY OF LEAVENWORTH
Project No. 2018-897
16th Terrace & Thornton Stormwater Project, Phase 2 & 3
April 7, 2021

BASE BID				Engineer's Estimate		Lexeco, Inc.	
Item	Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension
Phase 2 - Pipe and Channel							
1	Mobilization	LS	1	\$20,290.00	\$20,290.00	\$47,000.00	\$47,000.00
2	Contractor Construction Staking	LS	1	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00
3	Clearing, Grubbing & Site Preparation	LS	1	\$50,730.00	\$50,730.00	\$27,000.00	\$27,000.00
4	Erosion & Sediment Control	LS	1	\$6,350.00	\$6,350.00	\$19,000.00	\$19,000.00
5	Traffic Control	LS	1	\$6,350.00	\$6,350.00	\$1,000.00	\$1,000.00
6	Excavating, Filling and Grading - Excavation	CY	2,169	\$35.00	\$75,915.00	\$53.50	\$116,041.50
7	60" HDPE	LF	190	\$110.00	\$20,900.00	\$261.00	\$49,590.00
8	60" Flared End Section	EA	1	\$2,100.00	\$2,100.00	\$4,358.00	\$4,358.00
9	Concrete Toe Wall	CY	2	\$1,000.00	\$2,000.00	\$720.00	\$1,440.00
10	Removal and Resetting Fence	LF	1,189	\$50.00	\$59,450.00	\$15.00	\$17,835.00
11	Rip Rap (D50 = 18")	CY	540	\$115.00	\$62,100.00	\$121.00	\$65,340.00
12	Site Restoration - Sodding	SY	3,273	\$6.00	\$19,638.00	\$6.75	\$22,092.75
13	Site Restoration - Native Vegetation Seeding	SY	2,085	\$3.00	\$6,255.00	\$2.20	\$4,587.00
14	Pipe Outfall Adjustment (Sta. 7+50)	LS	1	\$1,000.00	\$1,000.00	\$4,642.00	\$4,642.00
Phase 2 - Pipe & Channel Total:					\$343,078.00		\$382,426.25
Phase 2 - North Swale							
1	Excavating, Filling and Grading - Excavation	CY	54	\$35.00	\$1,890.00	\$103.00	\$5,562.00
2	Excavating, Filling and Grading - Fill	CY	297	\$25.00	\$7,425.00	\$21.00	\$6,237.00
3	Turf Reinforcement Mat (TRM)	SY	146	\$4.00	\$584.00	\$9.80	\$1,430.80
4	Site Restoration - Native Vegetation Seeding	SY	1,727	\$4.00	\$6,908.00	\$2.20	\$3,799.40
Phase 2 - North Swale Total:					\$16,807.00		\$17,029.20
Phase 3 - Channel							
1	Mobilization	LS	1	\$17,210.00	\$17,210.00	\$34,000.00	\$34,000.00
2	Contractor Construction Staking	LS	1	\$10,000.00	\$10,000.00	\$1,750.00	\$1,750.00
3	Clearing, Grubbing, & Site Preparation	LS	1	\$43,020.00	\$43,020.00	\$11,100.00	\$11,100.00
4	Erosion & Sediment Control	LS	1	\$5,380.00	\$5,380.00	\$10,000.00	\$10,000.00
5	Traffic Control	LS	1	\$5,380.00	\$5,380.00	\$815.00	\$815.00
6	Excavating, Filling and Grading - Excavation	CY	2,489	\$35.00	\$87,115.00	\$56.00	\$139,384.00
7	Removal and Resetting Fence	LF	279	\$50.00	\$13,950.00	\$19.00	\$5,301.00
8	Rip Rap (D50 = 18")	CY	591	\$115.00	\$67,965.00	\$121.00	\$71,511.00
9	Site Restoration - Sodding	SY	2,333	\$6.00	\$13,998.00	\$6.75	\$15,747.75
10	Site Restoration - Native Vegetation Seeding	SY	2,542	\$3.00	\$7,626.00	\$2.20	\$5,592.40
					\$271,644.00		\$295,201.15
TOTAL BASE BID:					\$631,529.00		\$694,656.60



Adoption of Comprehensive Plan – City Manager Paul Kramer explained to the Commission that tonight will be a final review and a consensus as the Comprehensive Plan must be approved by Ordinance. Julie Hurley, Planning and Community Development Director introduced Shelby Ferguson with Shockey Consulting. Mr. Ferguson presented the final draft.

There was a consensus by the Commission to move forward with the Comprehensive Plan process.

Mayor's Appointment:

Mayor Bauder moved to reappoint to the Board of Zoning Appeals Richard Gervasini and Kathy Kem to terms ending May 1, 2024; appoint to the Building Code Board of Appeals Keith Kohler to a term ending May 1, 2026; reappoint to the City Planning Commission Michael Burke and Claude Wiedower to terms ending May 1, 2024 and appoint Wesley Henning to a term ending May 1, 2024; appoint to the Electrical Board of Appeals Bill Corbet, Sr. to a term ending May 1, 2026; appoint to the Library Board Erin Sack and Patricia Barnhardt to a terms ending April 30, 2025; appoint to the Mechanical Board of Appeals Steven Wagoner to a term ending May 1, 2026; reappoint to the Plumbing Board of Appeals Joey Denney to a term ending May 1, 2026. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Sole Source Bid for 2021 Pressure Pavement Program – Public Works Director Brian Faust along with Public Works Project Manager Michael Stephan presented for consideration the sole source bid from Donelson Construction Company LLC in the amount not to exceed \$212,315.02 for the 2021 Pressure Pavement Program which is a part of the total 2021 Pavement Management Program. At this time Donelson Construction Company is the only company that performs this proprietary work.

Commissioner Griswold moved to award the 2021 Pavement Management Pressure Pave Program to Donelson Construction Company LLC for the amount of \$212,315.02. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Amendment No 4 to Design Contract with Water Resource Solutions for 16th Terrace & Thornton Phase 2 & 3 Stormwater Project - Public Works Director Brian Faust presented for consideration amendment 4 to the Design Contract with Water Resource Solutions. The complexity of phases 2 & 3 of this project impacted the original design of the project requiring additional survey and design considerations while working through the condemnations process of the project. Amendment 4 in the amount of \$5,263.25 for a new total contract price of \$64,667.25 is presented for approval.

Commissioner Leonhard moved to approve amendment 4 to the design contract with Water Resources Solutions, LLC for the 16th Terrace & Thornton Phase 2 & 3 Stormwater Project in an amount not to exceed \$5,263.25 for a new total contract price of \$64,667.25. Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Bid for Water Pollution Control Repair Mast Assembly Trickling Filter #1 - Public Works Director Brian Faust presented for consideration the bid from Douglas Pump Service & C&B Equipment in the amount of \$37,560.75 for repairs to trickling filter #1.

POLICY REPORT PWD NO. 21-15
CONSIDER AMENDMENT NO. 4 TO THE SOLE SOURCE DESIGN CONTRACT
WITH WATER RESOURCES SOLUTIONS, LLC.
FOR THE 16TH TERRACE & THORNTON PHASE 2 & 3 STORMWATER PROJECT

City Project 2018-897

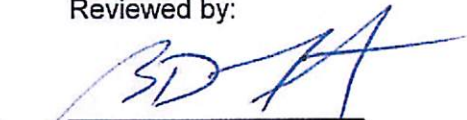
April 27, 2021

Prepared by:



Michael Stephan,
Project Manager

Reviewed by:



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



Paul Kramer,
City Manager

ISSUE:

Consider approval of Amendment No. 4 to the sole source design contract with Water Resources Solutions, LLC. for the 16th Terrace & Thornton Phase 2 & 3 Stormwater Project.

BACKGROUND:

In 2017, Water Resources Solutions completed a study of the drainage areas flowing into the area of 16th Terrace and Thornton Street. The study focused on stormwater flows for both existing and future conditions and the capacity/condition of the existing stormwater drainage system. Findings of the study resulted in recommendations for a combination detention, piping and an open channel system (backyard stream). The complete project will involve the area between the north end of 16th Street to Vilas Street. (See attached map)

The construction of the detention basin (Phase 1) was completed in 2019 and the remainder of the construction is scheduled to begin in May of this year.

With the complexity of Phase 2 & 3 and the impacts to rear years during construction, easement acquisition involved condemnation. To assist in the condemnation process, additional survey and design considerations were necessary. Work under Amendment No. 4 included staking easements for condemnation consideration and making notation changes on the plans regarding all easements.

POLICY:

Water Resources Solutions completed the additional survey work for this area to assist in the condemnation process. The firm that does the project design is typically the most cost effective choice for additional survey and staking for easement acquisition.

RECOMMENDATION:

Staff recommends the City Commission approve Amendment No. 4 to the sole source design contract submitted by Water Resources Solutions, LLC. for the 16th Terrace & Thornton Phase 2 & 3 Stormwater Project in an amount not to exceed \$5,263.25 for a total contract price of \$64,667.25.

ATTACHMENTS:

Improvements Map
Contract Amendment No. 4

AMENDMENT NO. 4 TO AGREEMENT BETWEEN OWNER AND ENGINEER

Reason for the Amendment:

The plans and cost estimate were revised based on easement acquisition negotiations between the property owners and the City. Project coordination with the City regarding the revisions to the plans and cost estimate also took place. The Temporary Construction Easement documents for Tract 24 were revised based on City negotiations with the property owner.

1. Contract Information

- a. **Effective Date of the Agreement between Owner and Engineer** December 6, 2018
- b. **OWNER** City of Leavenworth, Kansas
- c. **ENGINEER** Water Resources Solutions, LLC
- d. **Project** 16th Terrace & Thornton Drainage Phase 2 Design

2. Description of Modifications

Original Contract Amount:	<u>\$39,190.00</u>
Additional Fee Amount	
(Amendment 1):	<u>\$15,000.00</u>
Additional Fee Amount	
(Amendment 2):	<u>\$3,693.00</u>
Additional Fee Amount	
(Amendment 3)	<u>\$1,521.00</u>
Additional Fee Amount	
(Amendment 4)	<u>\$5,263.25</u>
New Contract Total:	<u>\$64,667.25</u>

ENGINEER and OWNER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 31, 2021.

OWNER:
City of Leavenworth, Kansas

ENGINEER:
Water Resources Solutions, LLC

By: Paul Kramer

By: 
Donald W. Baker, P.E.

Title: City Manager

Title: Owner

Date Signed: _____

Date Signed: 3-31-21