



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

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

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

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

**Mayor’s Award**

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

1. Minutes from February 11, 2020 Regular Meeting **Action:** Motion (pg. 2)
2. Second Consideration Ordinance 8123-Amend Sec 8-63 **Action:** Roll Call (pg. 7)

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**NEW BUSINESS:**

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

**General Items:**

3. Review Unsafe & Dangerous Structures 305 N 2<sup>nd</sup>, 326 Osage & 400 N 5<sup>th</sup> Street **Action:** Motion (pg. 10)
4. Mayor’s Appointment to Convention & Tourism Committee **Action:** Motion (pg. 22)

**Resolutions:**

5. Resolution B-2245 2019 KDHE Annual Report for Stormwater **Action:** Motion (pg. 23)

**Bids, Contracts, and Agreements:**

6. Consider Purchase of two Parks & Recreation Department Vehicles **Action:** Motion (pg. 50)
7. Consider Design Services Contract with Affinis for 2020 Pavement Management **Action:** Motion (pg. 55)

**First Consideration Ordinance:**

8. First Consideration Ordinance Construction & Financing of Stormwater Utility Improvements **Action:** Consensus (pg. 74)

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**Consent Agenda:**

Claims for February 8, 2020 through February 21, 2020 in the amount of \$881,051.49; Net amount for Payroll #4 effective February 14, 2020, in the amount of \$328,563.11; (No Police & Fire Pension) **Action:** Motion

**Other:**

**Adjournment** **Action:** Motion



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

**Others present:** Assistant City Manager Taylour Tedder, Public Works Director Mike McDonald, Deputy Public Works Director Mike Hooper, Fire Chief Gary Birch, Deputy Fire Chief Mike Shore, and Battalion Chief Christopher Wolters, Finance Director Ruby Maline, Public Information Officer Melissa Bower, City Attorney David E. Waters, Deputy City Clerk Cary L. Collins and City Clerk Carla K. Williamson.

Mayor Griswold called the meeting to order and opened the meeting with the pledge of allegiance followed by silent meditation.

**Proclamation:**

**Susan B. Anthony Day February 15, 2020** – Samantha Poirier from the Leavenworth County Historical Society was present to accept the proclamation.

**OLD BUSINESS:**

**Consideration of Previous Meeting Minutes:**

Commissioner Wilson moved to approve the minutes from the January 28, 2020 regular meeting. Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Second Consideration Ordinances:**

**Second Consideration Ordinance 8122 Special Use Permit 869 Sherman Avenue** – City Clerk Carla Williamson presented Ordinance 8122. There have been no changes since the ordinance was placed on first consideration at the January 28, 2020 City Commission meeting.

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

**NEW BUSINESS:**

**Public Comment:**

Brian Visocsky – 400 N 5<sup>th</sup> Street

- Property owner of the property at 400 N 5<sup>th</sup> Street on the demolition list
- Would like to have the property removed from the demolition list

Mayor Griswold stated that the Commission is unable to remove the property at this meeting but it will be back for review in two weeks.

Buddy Wooten – 220 Arch Street

- Discussed the Waggin Tails dog park
- Represents concerned citizens regarding the park
- There was a dog park committee and Parks Department representative would attend meetings and listen to recommendations
- Parks and Recreation Department has since taken over the park
- Recently have been a lot of incidents at the dog park
- Has expressed concerns with City Manager and Parks Department
- Sign was installed to direct people to call the police regarding incidents
- Would like security cameras, more city presence
- Would like better working relationship with the city
- Would like to re-form the Dog Park Committee

Commissioner Preisinger

- 14 calls to the dog park last year (not all dog related)
- 2 people have been banned
- Facebook reports are not the way to report incidents
- Incidents have to be reported directly to the Police Department-they cannot respond to Facebook postings
- Encourage everyone to call if there is a problem
- Encourage members to attend the Parks and Recreation Advisory Board meetings

**General Items:**

**Request Waiver of Distance Requirement for Temporary Liquor Licenses St. Joseph & Immaculate Conception Church Events** – City Clerk Carla Williamson presented for consideration a waiver of the code requirement that prohibits alcoholic liquor from being sold or served from a location within three hundred (300) feet of any church, school, nursing home, library or hospital. The waiver is requested for the events at Immaculate Conception Church, located at 711 N. 5<sup>th</sup> St on Sunday, March 15, 2020 for the St. Patrick's Corned Beef and Cabbage Dinner and St. Joseph Church, located at 306 N. Broadway St on Saturday, June 13, 2020 for the Annual Germanfest Dinner and Dance. The City of Leavenworth Code of Ordinances, Chapter 6, Article III, Section 6-97 (d) allows the governing body to grant such a waiver, if they find that the proximity of the establishment is not adverse to the public welfare or safety. Mr. Leo Fink was present on behalf of the Church.

Commissioner Preisinger moved to open a public hearing to hear any public comments. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0 and a public hearing opened.

Public Comment – None

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

Commissioner Leonhard moved to approve the request to waive the 300-foot requirement from any church, school, nursing home, library or hospital. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Review Draft 2019 Kansas Department of Health and Environment (KDHE) Annual Report for Stormwater** – Public Works Director Mike McDonald reviewed the draft report. The report is required to be submitted annually and it is suggested by KDHE and EPA that the report be available for review in a public forum and allow time for public comment. The report will come back to the City Commission for approval at the February 25, 2020 meeting to allow time for public comments. No action is needed by the Commission at this time.

**Resolutions:**

**Resolution B-2242 Section Eight Management Assessment Program (SEMAP)** – Assistant City Manager Taylour Tedder presented for approval by the City Commission acting as Public Housing Authority the 2019 SEMAP.

Commissioner Preisinger moved to adopt Resolution B-2242. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Resolution B-2243 Authority to Finance Purchase of Fire Apparatus with Proceeds of Bonds** – City Clerk Carla Williamson presented Resolution B-2243 authorizing the City to acquire a fire department aerial truck, apparatus and accessories and finance the purchase with the proceeds of general obligation bonds under the authority of Home Rule Ordinance 7942 of the City. The general obligation bonds are to be issued by the City in the maximum principal amount of \$1,430,000.00.

Commissioner Preisinger moved to adopt Resolution B-2243 authorizing the City to acquire a fire department aerial truck, apparatus and accessories and finance the purchase with the proceeds of general obligation bonds. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Resolution B-2244 Setting Limit for General Improvement Bonds 2020** – City Clerk Carla Williamson presented Resolution B-2244 related to the City's 2020 Asphalt Overlay-General Improvement Project Bonds in the maximum amount of \$1,949,726.00. This amount is set by Charter Ordinance 56, which authorizes the City to issue and sell its general obligation bonds in an amount not to exceed 28% of the amount of revenue produced for the tax year one year preceding the year of bond issuance by the City of Leavenworth's tax mill levies as certified by the County Clerk, Leavenworth County Kansas.

Commissioner Wilson moved to adopt Resolution B-2244 setting the limits for general improvement bonds for 2020. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Bids, Contracts and Agreements:**

**Consider Design Contract with Wilson & Company for 2<sup>nd</sup> & Chestnut Project** – Public Works Director Mike McDonald presented for consideration the contract with Wilson & Company for the design work for the 2<sup>nd</sup> & Chestnut Stormwater Project in the amount not to exceed \$218,600.00

Commissioner Leonhard moved to approve the design contract submitted by Wilson & Company for the 2<sup>nd</sup> & Chestnut Stormwater Project in the amount not to exceed \$218,600.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Consider Purchase of Fire Apparatus** – Fire Chief Gary Birch presented for approval the purchase of a Pierce Aerial Platform truck through Conrad Fire Equipment utilizing the HGAC Cooperative Purchasing program in the amount of \$1,397,528.15.

Commissioner Bauder moved to approve the purchase of a Pierce Aerial Platform truck through Conrad Fire Equipment utilizing the HGAC Cooperative Purchasing program in the amount of \$1,397,528.15. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**First Consideration Ordinance:**

**First Consideration Ordinance to Amend Section 8-63 Human Exposure to Zoonotic Diseases** – City Clerk Carla Williamson presented for first consideration an ordinance to amend Section 8-63 of the City Code of Ordinances. It was identified that the title of Section 8-63 of the Code of Ordinance is incorrect. During the recodification in 2019 two sections of the ordinance were combined. One was specific to dogs and cats and one was for all other animals. Both sections said the same thing. This amendment is necessary to change the title of Section 8-63 from “Human exposure to zoonotic diseases by animals other than dogs and cats” to “Human exposure to zoonotic disease by animals”.

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

**State Legislative Issue** – Assistant City Manager Tedder reviewed SB 294 that has been proposed by the Legislature. The bill is loosely based on the Utah Truth-in-Taxation (TNT) statute. The bill would require taxing entities to either set a mill levy based on levying the same amount of property tax in dollars or go through the process to have a truth-in-taxation hearing. In order to have the truth-in-taxation hearing, a taxing entity is required to have the County Clerk send a notice to every property taxpayer listing, among other things, exactly how much their property tax would increase. The taxing entity would be required to reimburse the county clerk for their costs. Taxing entities would be required to notify the County Clerk by August 1st of the need for a hearing and hold the hearing by September 15th. The governing body is then required to vote at that meeting on the tax increase after the hearing concludes. A recent study by the Tax Foundation recommended that Kansas adopt the Utah TNT model and repeal the tax lid.

SB 294 is flawed for the following reasons:

- It is not the Utah model - it does not let taxing entities account for new growth.
- It creates a complicated process where the Division of Administration is responsible for checking taxing entities’ math on the certified mill levy.
- Only one taxing entity can have a TNT hearing at one time. There are 89 different taxing jurisdictions in Sedgwick County alone.
- There is no exemption for Law Enforcement, Fire, or EMS.

- There is no exemption for CPI increases.
- There is no exemption for new growth or expiring tax abatements.
- Senate Bill 294 does not remove the current tax lid, and the TNT process does not work with a tax lid election.
- The bill requires any excess tax revenue to be returned to taxpayers, so it is possible for the cost of the mailing to exceed the refund.

Commissioner Preisinger moved to give the assistant city manager authority to get with our legislation delegation to oppose Senate Bill 294. Commissioner Leonhard seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**CONSENT AGENDA:**

Commissioner Leonhard moved to approve claims for January 25, 2020 through February 7, 2020, in the amount of \$2,214,096.16; Net amount for Payroll #3 effective January 31, 2020, in the amount of \$357,680.70; (No Police & Fire Pension). Commissioner Preisinger seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

**Executive Session:**

Commissioner Bauder moved to recess into executive session to discuss the acquisition of real property pursuant to the preliminary discussion of the acquisition of real property exception per K.S.A. 75-4319 (b) (6). The open meeting to resume in the City Commission Chambers at 8:40 by the clock in the City Commission Chambers. Assistant City Manager Taylour Tedder, Public Works Director Mike McDonald and City Attorney David Waters are requested to be present during the Executive Session. Commissioner Wilson seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0 and the Commission moved in to executive session.

The City Commission returned to open session at 8:40 with no action taken.

**Adjournment:**

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

Time Meeting Adjourned 8:40 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

**POLICY REPORT  
SECOND CONSIDERATION ORDINANCE 8123  
AMENDING SECTION 8-63 HUMAN EXPOSURE TO ZOO NOTIC DISEASE BY ANIMALS**

**FEBRUARY 25, 2020**



Carla K. Williamson, CMC  
City Clerk



Paul Kramer  
City Manager

**BACKGROUND:**

At the February 11, 2020 City Commission special meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF  
LEAVENWORTH, KANSAS; CHAPTER 8, ANIMALS; SECTION 8-63. PROVIDING  
SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.**

There have been no other changes since first consideration.

Ordinance No. 8123 is now presented for second consideration and requires a roll call vote.

**ATTACHMENTS:**

- Ordinance No. 8123

*(Summary Publish in the Leavenworth Times on February 28, 2020)*

**ORDINANCE NO. 8123**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS; CHAPTER 8, ANIMALS; SECTION 8-63. PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.**

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

**Section 1.** That the Code of Ordinance of the City of Leavenworth, Kansas, Chapter 8 Animals, Section 8-63, is hereby deleted in its entirety and amended to read as follows:

**CHAPTER 8. ANIMALS**

**Sec. 8-63. Human exposure to zoonotic diseases by animals.**

- (a) Any animal bite which requires medical treatment of a human shall be reported within 24 hours to the animal control supervisor by the treating physician or hospital caring for the patient.
- (b) Any injury to a person by an animal that exposes the person to the possibility of rabies or other reported zoonotic disease (referred to in this section as an "incident") shall be immediately reported to the animal control supervisor by the victim, the animal owner, keeper or harbinger, and any other person or official having knowledge of the incident.
- (c) It is the duty of every owner or keeper of an animal, upon receiving notice or having knowledge of the involvement of his animal in a human exposure to the possibility of rabies or other zoonotic disease by biting or scratching, to immediately place such animal in a duly licensed veterinary medical facility, the address of which must be furnished to the animal control supervisor at once, or in the city animal pound or licensed kennel approved by the animal control supervisor, where such animal shall be located and confined for observation for not less than ten consecutive days from the day of the incident. The day of the incident will not be counted in the ten-day quarantine.
- (d) It is unlawful for the owner, keeper or person harboring the animal involved in an incident to release it from custody or to hide or conceal such animal or to take or allow such animal to be taken beyond the limits of the city, unless authorized by the animal control supervisor, until an observation period stipulated by the animal control supervisor for the particular species of animal is over or such period is ruled unnecessary by the animal control supervisor.
- (e) It is the duty of the owner or keeper of an animal upon receiving notice of an incident to immediately place the animal involved in a duly licensed veterinary facility, the name and address of which must be furnished to the animal control supervisor at once, or in the municipal animal shelter, where such animal shall be isolated and confined for observation. The owner or keeper of an animal involved in a biting incident is liable for the cost of confinement and observation.



- (f) The animal control supervisor or his designee may authorize confinement other than as described in this section as he finds appropriate, provided such animal will be controlled and observed in accordance with a signed agreement. This subsection shall apply only if the animal has been vaccinated for rabies within the past 12 months or 36 months, dependent upon the type of vaccination, and is duly licensed by the city if required by this chapter.
- (g) The death or any suspicious change in health or behavior of any animal undergoing observation for rabies or other zoonotic disease shall be reported immediately by the observing authority to the animal control supervisor.
- (h) If a proper period of observation is determined or undeterminable for the species of animal involved in an incident, the municipal court may order whatever laboratory examination of the animal or of the animal's tissues is required by prudent medical practice for the protection of the victim, and no liability for damages shall arise from any injury to or the death of the animal occasioned by such laboratory examination.
- (i) When an animal involved in an incident is outside the city, the animal control supervisor shall forward information concerning the incident to the appropriate authority of the jurisdiction of residence of the owner, keeper or harbinger, or appropriate state health department for disease prevention.
- (j) If there is no known owner, keeper or harbinger of any animal involved in a bite case, state statutes and regulations regarding communicable disease control, K.A.R. 28-1-13, shall be controlling.

**Section 2. REPEAL.** Chapter 8, Animals, Section 6-63, Human exposure to zoonotic diseases by animals, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

**Section 3: EFFECTIVE DATE.** This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

**PASSED and APPROVED** by the Governing Body on this 25th day of February 2020.

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Myron J. "Mike" Griswold, Mayor

{Seal}

ATTEST:

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Carla K. Williamson, CMC, City Clerk

## POLICY REPORT

### Review Unsafe and Dangerous Structures

FEBRUARY 25, 2020



Prepared By:

Julie Hurley,  
Director of Planning and  
Community Development



Reviewed By:

Paul Kramer,  
City Manager

#### DISCUSSION

On May 14, 2019, the City Commission adopted Resolution B-2220 regarding demolition of 20 structures. At that time, the Commission voted to grant a 90-day extension to the owners of the following properties to allow for completion of the needed work. The Commission reviewed the properties on August 13, 2019 and voted again to grant a 60-day extension to allow for completion of needed work. At the October 22, 2019 meeting, the Commission voted to grant another 60-day extension. At the November 26, 2019 meeting, the Commission voted to grant a 90-day extension for work to be completed. The current status of each property is as follows:

1. **305 N. 2<sup>nd</sup> Street – Single family house**  
Work complete
2. **326 Osage – Single family house**  
Work ongoing. Code Enforcement made contact with the owner on 2/19/20, owner indicated that material for roof repairs had been delivered to the house and repairs would be completed shortly.
3. **400 N. 5<sup>th</sup> Street – 2 story residential structure**  
Work complete

#### RECOMMENDED ACTION

- Motion to remove listed properties from demolition list.
- Motion to grant extension to complete repairs to listed properties.
- Motion to proceed with demolition of listed properties.



## PROPERTY REMEDIATION AGREEMENT

Owner: ABSL VENTURE LLC  
 Site Address: 305 North 2<sup>nd</sup> Street  
 Leavenworth, KS 66048

The owner(s) of the property located at 305 North 2<sup>nd</sup> Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	May 10, 2019 May 10, 2019	<b>Siding</b> – replace/repair all exterior walls and sidings. <b>Soffits &amp; eaves</b> —replace-repair all soffits and eaves.
2)	May 10, 2019	<b>Windows &amp; doors</b> – replace/repair ALL windows & doors.
3)	May 10, 2019	<b>Paint</b> – remove all peeling paint and repaint entire exterior structure.
		Remove all dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

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

Notary Area

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date









## PROPERTY REMEDIATION AGREEMENT

Owner: Variese J. Johnson  
 Site Address: 326 Osage Street  
 Leavenworth, KS 66048

The owner(s) of the property located at 326 Osage Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	May 10, 2019	<b>Roof</b> – replace entire roof.
2)	May 10, 2019 May 10, 2019	<b>Siding</b> – replace/repair all exterior walls and sidings. <b>Soffits &amp; eaves</b> – replace /repair all soffits and eaves.
3)	May 10, 2019	<b>Windows &amp; doors</b> – replace/repair all windows & doors.
4)	May 10, 2019	<b>Paint</b> – remove all peeling paint and repaint entire exterior structure.
		Remove all dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

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

Notary Area

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date















**MAYOR'S APPOINTMENT**

**FEBRUARY 25, 2020**

**Mayor Griswold**

**Motion:**

*“Move to appoint to the Convention and Tourism Committee Brian Huntington to an unexpired terms ending January 31, 2022.”*

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

**POLICY REPORT PWD NO. 20-13**

**REVIEW DRAFT 2019 KDHE ANNUAL REPORT  
FOR STORMWATER**

**February 25, 2020**

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 2019 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.

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.

KDHE has modified the report format for 2019 from previous years. The attached documents are the Final Draft of the key portions of the annual report for 2019 and reflect this change in focus.

The 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.

The draft report was reviewed at the Commission Meeting on February 11th, 2020.

**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 25th 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)

Link - Previous KDHE Annual Reports: <https://www.leavenworthks.org/publicworks>



**RESOLUTION NO. B-2245**

**A RESOLUTION APPROVING THE 2019 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 11, 2020 City Commission meeting allow 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 2019 Annual Report for Stormwater reflects the direction, efforts and accomplishments by City of Leavenworth for calendar year 2019. 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 25<sup>th</sup> day of February 2020.

CITY OF LEAVENWORTH, KANSAS

\_\_\_\_\_  
Myron J. "Mike" Griswold, Mayor

ATTEST:

\_\_\_\_\_  
Carla K. Williamson, CMC, City Clerk

(SEAL)

## **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 2019, and examining communications and publications made available to the citizens of Leavenworth.

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 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 sponsors a "City Wide Clean-up" effort each year. This was on April 6, 2019 with over 920 participants. This also includes coordination with Leavenworth County for a HHW (Household Hazardous Waste) Collection Site within the City.
- The City has created a "Three-Mile Creek" monthly clean-up program for seven citizen groups that received \$500 donation per group from transient guest tax dollars in 2019.

- **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 that began in January 2019. This fee is used to

**CITY OF LEAVENWORTH**

Kansas Stormwater Annual Report Form for Municipal Separate Storm Sewer Systems - DRAFT

January 1, 2019 - December 31, 2019

Kansas Permit No: M-MO12-SN01

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.

- **Describe the collaboration with other organizations to eliminate stormwater pollution.** The City coordinates with 34 groups during Citywide clean-up day. Leavenworth County provides HHW services throughout the year.

- **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 2019. EPA has sent a letter releasing the City from the Consent Decree issued on July 18, 2019. This letter is included in the appendix.

## 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 reduction in discharge of pollutants has been made over the last five years of the permit, and that these have occurred at the Maximum Extent Practicable for the last two years.

- 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 leaf collection, street sweeping, deicing use (salt), grease trap program, land disturbance permit issuance, SSO reporting, creek crossing inspections, BMP operation (particularly detention basins) annual meeting 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.

- 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 during 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 2019 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
- ✓ Citywide civic effort for "Spring Clean-up"
- ✓ Grease Trap Program inspections and reports
- ✓ BMP annual meeting
- ✓ Street Sweeping Program – sweeping was curtailed in summer months beginning in 2018 to allow additional resources to be used on other work assignments. Goal of once per month on Arterials and three times per year on residential streets was met.
- ✓ Leaf Collection Program – program eliminated curbside pick-up in 2019, but retains free drop off site and collection by Refuse Service
- ✓ Free Drop-Off Recycling Program
- ✓ Household Hazardous Waste Program (Coordinated with Leavenworth County)
- ✓ Free drop-off refuse disposal once per month
- ✓ 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 2020. City Staff and Commission will be evaluating the new permit and associated BMPs in 2020 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 2019

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

The City has made the following changes to BMPs in 2019

- Street Sweeping Program – sweeping curtailed in summer months beginning in 2018 to allow additional resources to be used on other work assignments. Goal of once per month on Arterials and three times per year on residential streets was met.
- Leaf Collection Program – program eliminated curbside pick-up in 2019, but retains free drop off site and collection by Refuse Service.

CITY OF LEAVENWORTH

Kansas Stormwater Annual Report Form for Municipal Separate Storm Sewer Systems - DRAFT

January 1, 2019 - December 31, 2019

Kansas Permit No: M-MO12-SN01

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 10 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 no ordinances or resolutions associated with the SMP in 2019 except where the City Commission approved the 2018 KDHE Annual 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.

## **SIX MINIMUM CONTROL MEASURES FOR MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s) WITH NPDES PERMITS**

The following outlines the NPDES permit requirements for implementation of the Six Minimum Control Measures as required under Kansas MS4 permits issued by the KDHE. The NPDES permit provided to the MS4 authority should be reviewed for additional requirements associated with implementation of the Six Minimum Control Measures such as deadlines for the implementation of the requirements or supplemental requirements associated with the individual measures. The general requirements are as follows:

**A. Six Minimum Controls** — The permittee shall develop and implement Best Management Practices (BMPs) with measurable goals for each of the six minimum control measures. The six minimum control measures and the associated requirements are listed and explained as follows:

### **1. Public Education and Outreach**

The permittee shall implement a public education program which includes distribution of educational materials to the community or conducting equivalent outreach activities which address the impacts of stormwater discharges on water bodies and the steps the public can take to reduce pollutants in stormwater runoff.

### **2. Public Involvement and Participation**

The permittee shall implement a public involvement and participation program to solicit public comment and recommendations regarding the BMPs and measurable goals utilized by the permittee to comply with the permit. The permittee shall comply with state and local public notice requirements when implementing a public involvement and participation program.

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### 3. Illicit Discharge Detection and Elimination

The permittee shall:

- a. Develop, implement and enforce a program to detect and eliminate illicit discharges into the MS4.
- b. Develop a storm sewer system map of the permittee's MS4, showing the location of all outfalls, either pipes or open channel drainage, showing the names and location of all streams or lakes that receive discharges from those outfalls. A copy of the map shall be submitted to KDHE. This map may be submitted as a PDF file(s) on a CD or DVD.
- c. Enact ordinances or resolutions to prohibit non-stormwater discharges into the storm sewer system and implement appropriate enforcement procedures and actions if the permittee has such authority. A copy of the ordinances or resolutions shall be submitted to KDHE.
- d. Inform public employees, businesses, and the general public of hazards associated with illegal discharges and improper disposal of waste; and
- e. Develop and implement a plan to detect and address prohibited non-stormwater discharges, including but not limited to illegal dumping, to the storm sewer system. Unless identified by either the permittee or KDHE as a significant source of pollutants to waters of the state, the following examples of non-stormwater discharges are not prohibited from entering the MS4:

1. Water line flushing
2. Diverted stream flow
3. Rising groundwaters
4. Uncontaminated groundwater infiltration as defined under 40 CFR 35.2005(20) to separate storm sewers
5. Uncontaminated pumped groundwater
6. Contaminated groundwater if authorized by KDHE and approved by the municipality
7. Discharges from potable water sources
8. Foundation drains
9. Air conditioning condensate
10. Irrigation waters
11. Springs
12. Water from crawl space pumps
13. Footing drains
14. Lawn watering
15. Individual residential car washing
16. Occasional not-for-profit car wash activities
17. Flows from riparian habits and wetlands
18. Dechlorinated swimming pool discharges excluding filter backwash
19. Street wash waters (excluding street sweepings which have been removed from the street)
20. Discharges of flows from firefighting activities
21. Heat pump discharge waters (residential only)
22. Treated wastewater meeting requirements of a NPDES permit
23. Sump pump drains
24. Other discharges determined not to be a significant source of pollutants to waters of the state, a public health hazard, or a nuisance



#### **4. Construction Site Stormwater Runoff Control**

The permittee shall develop, implement, and enforce a program to reduce pollutants in any stormwater runoff to the MS4 from construction activities that result in a land disturbance of greater than or equal to one acre. Reduction of stormwater discharges from construction activity disturbing less than one acre must be included in the program if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more. The program must include the development and implementation, at a minimum, of the following:

- a. Permittees which have the authority to enact ordinances or resolutions shall enact such ordinances or resolutions to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under State and Local law;
- b. Requirements for construction site owners or operators to implement appropriate erosion and sediment control best management practices;
- c. Requirements for construction site owners or operators to control waste such as discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site that are likely to cause adverse impacts to water quality;
- d. Procedures for site plan review which incorporate consideration of potential water quality impacts;
- e. Procedures for receipt and consideration of information submitted by the public;
- f. Procedures for site inspection and enforcement of control measures.

#### **5. Post-Construction Stormwater Management in New Development and Redevelopment Projects**

The permittee shall develop, implement, and enforce a program to address post-construction stormwater runoff from new development and redevelopment projects that disturb greater than or equal to one acre, including projects less than one acre that are part of a larger common plan of development and implementation, at a minimum of the following:

- a. BMPs to prevent or minimize adverse water quality impacts;
- b. Strategies which include a combination of structural and/or non-structural BMPs appropriate for the municipality;
- c. For permittees which have the authority, ordinances or resolutions to address post-construction runoff from new development and redevelopment projects to the extent allowable under State and local law;
- d. Ensure adequate long-term operation and maintenance of BMPs

## 6. Pollution Prevention/Good Housekeeping for Municipal Operations

The permittee shall develop and implement an operation and maintenance program that includes employee training to prevent and reduce stormwater pollution from municipal operations activities such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance.

### B. Stormwater Management Program

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 the Stormwater Management Program (SMP) been developed and implemented?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the SMP been modified or updated during this reporting period?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	If the answer to question 2 above was "yes," has the modified SMP been submitted to KDHE for review?

If the answer to item 3 is a "NO," a copy of the updated SMP must be submitted with this annual report. If it is anticipated a measurable goal cannot be met in the next year the SMP should be modified and submitted to KDHE for review. The modifications may include different BMPs and/or revised goals to avoid being in a position of non-compliance. However; reasonable BMPs with reasonable goals must be implemented or KDHE may require the permittee to modify the SMP to include additional or better BMPs and/or more reasonable goals.

### C. Total Maximum Daily Load (TMDL) Best Management Practices (BMPs)

Some permittees are required to implement BMPs to reduce the discharge of listed TMDL regulated pollutants (potentially any or all of the following pollutants – bacteria, nutrients, and sediment)

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

YES	NO	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Were any BMPs intended to attenuate the discharge of TMDL regulated pollutants implemented? See your permit to determine if TMDL regulated pollutants are listed for the receiving stream affected by your stormwater system (TMDL Table).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	List all of the BMPs intended to attenuate the discharge of TMDL regulated pollutants as identified in the SMP and provide the requested information in the following table.

List all the TMDL BMPs as identified in the SMP and provide the requested information in the following table.

**E. 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 322,016 views, with 11,553 views on the Solid Waste Division page and 1,549 views on the Brush Site page.	All previous permits and annual reports are available online at the City’s webpage. Newly posted is a brochure listing steps to slow down or stop soil erosion. Brochure can be found at: <a href="https://www.leavenworthks.org/publicworks">https://www.leavenworthks.org/publicworks</a>
1.2	Place documents in public library. Stormwater infrastructure information – Master Plan, Management Plan, Map.	# 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 – three articles from the three issues in 2019 can be found at: <a href="https://issuu.com/melissabower/docs/fall_2019_for_web">https://issuu.com/melissabower/docs/fall_2019_for_web</a> , pg. 7  <a href="https://issuu.com/melissabower/docs/summer_2019_final_corrected2">https://issuu.com/melissabower/docs/summer_2019_final_corrected2</a> , pg. 4  <a href="https://issuu.com/melissabower/docs/winterspring_2019_final">https://issuu.com/melissabower/docs/winterspring_2019_final</a> , pg. 16  # Issues – three issues of City Connection delivered in 2019, and the link is: <a href="https://www.leavenworthks.org/citymanager/page/public-information-office">https://www.leavenworthks.org/citymanager/page/public-information-office</a>	Coordination between Public Information Office and Public Works has stories on the City’s Annual Spring Cleanup. From the Parks Division: Arbor Day, Legacy Tree, Adopt-a-Park - all can be found at this link: <a href="https://www.leavenworthks.org/parksrec/page/parks-programs">https://www.leavenworthks.org/parksrec/page/parks-programs</a>
1.4	City-generated posts on social media related to stormwater issues at least ten occurrences per year.	# Posts – unable to determine exact number, well in excess of 50.	Public Information Office interacts with the public on social media on a wide range of stormwater-related issues.

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 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.
1.6	Show stormwater information on local cable TV station.	<p>Broadcast community forums, in which continued water quality discussions take place.</p> <p>There were 10 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.</p>	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, etc., can be found in Appendix D related to BMP 1.6.

**E. Stormwater Management Program 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 associations 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 26th, 2019. The meetings were also broadcast on the City’s channel cable TV station and YouTube.  City Commission reviewed stormwater projects for CIP in 2018 and approved design and construction of several projects. A lengthy and complex discussion of projects took place over several meetings during the approval process for the stormwater fee.
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 seven citizen groups that received \$500 donations per group from transient guest tax dollars in 2019.
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, hold, filter, and/or infiltrate stormwater are listed in the KSU ISC Rain-Garden Project Guidebook which can be found at: <a href="https://www.leavenworthks.org/cd/page/rain-garden-design-and-implementation-kansas-property-owners">https://www.leavenworthks.org/cd/page/rain-garden-design-and-implementation-kansas-property-owners</a>
2.4	Annual Citywide Clean-Up Program.	# Groups – 34  # Participants – 948	Citywide clean up continues to occur. The Annual Spring Clean-up Program on April 6, 2019 had a slightly higher turnout of 948 volunteers. This is an increase of number in 2018 where there were 920 volunteers.  The Solid Waste Division conducted cleanup of random homeless sites within the City limits. In 2019 there were 5 locations that were cleaned up.

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 2019.
2.6	Encourage groups to participate in activities such as inlet stencil program and similar.	# Groups – None # Programs – None	Group participation is encouraged for environmental issues. There were no participants in 2019. See also BMP 2.2.

**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 2019 there were 246 total incoming calls regarding sewer issues: WPC: 73, Public Works: 12, Street: 2, Citizens: 159. Of that total, 45 calls were sewer/storm sewer issues.	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: <a href="https://map.firstcity.org/">https://map.firstcity.org/</a>
3.3	Inspect outfalls	# Outfalls inspected – over 2,651 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 2019, Grass – 61, Leaves - 472.	City provides free drop off of yard waste for composting. There may be slight overlap with #3.5. Note: the brush site was closed during the 2019 Missouri River flood from March - July.
3.5	Collect tree and brush debris at brush disposal site.	# Customers – 2,253 for 2019. (1,048 on free Saturdays, 1,205 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: the brush site was closed during the 2019 Missouri River flood from March - July.
3.6	Collect household hazardous waste (HHW) as part of Citywide clean-up event.	# Pounds of household hazardous waste recycled – approximately 2,260 lbs.	City residents are directed to Leavenworth County facility during most of the year. Citywide clean up accepts HHW, at MSC, but it is not weighed separately.



3.7	Conduct free disposal. Saturdays (first Saturday)	# Events - 12 # Tons collected – 226.08 (trash and recycling)	The free Saturdays are well attended; however, volume of recycling material is not weighed separately.
3.8	Staff training.	# of staff trained – 15 staff attended 56 training opportunities.	At least 46 days of training on stormwater-related issues; many on multiple issues. This is a possible overlap with 4.3.
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.	Inspect residential and commercial sanitary systems for improper discharge into storm drains. - YES  Inspect sanitary sewer system to reduce number and volume associated with SSO - YES  Coordinate SSO events between wastewater staff, building officials and engineering. - YES	City operates CCTV of sewer and storm sewer systems throughout the year. Approximately 43.63 total miles of sanitary sewer lines were cleaned in 2019. City inspected 9 miles of sanitary sewer and 0.77 miles of storm sewers with CCTV.  City completed \$480,215 in work within the sanitary sewer system to reduce Inflow and Infiltration to and from the storm sewer system.  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.
3.11	Commercial Grease Trap Inspection Program	Review status of commercial grease traps through record review and physical inspection – YES.	An aggressive Grease Trap Inspection Program has improved participation and recordkeeping from the approximately 72 entities required to have a grease trap; including three new ones. At least 35 new installations were visited by City staff in 2019 as a result of this program, and five installations closed during the reporting period.

**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 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)
4.1	Construction drawing plan review and site runoff control.	# Plans reviewed – 51 (13 were construction and 38 were development).  # LDPs issued - 69	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.	The Stormwater Crew of 2 attended an annual 8-hour training course on Competent Person Excavation/Trenching. Note: staff turnovers impacted the training opportunities.
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.  LDP requests were discussed when the permit was issued. Examples of these can be found at: <a href="https://www.leavenworthks.org/publicworks/page/building-inspections">https://www.leavenworthks.org/publicworks/page/building-inspections</a> LDP documents are available online.

4.5	Pre-construction meetings with owner and contractor - require meetings with owner and contractor prior to commencement of grading operations.	# Meetings – 10 (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 310 total inspections were conducted in 2019; 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). Examples of these documents can be found at the City's webpage: <a href="https://www.leavenworthks.org/publicworks/page/building-inspections">https://www.leavenworthks.org/publicworks/page/building-inspections</a>

**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 – 0.93	Property on SE corner of 2nd and Thornton was part of the City's stormwater project.
5.3	Enforce post construction runoff control ordinance.	#LDP releases – 43 Documentation of inspection and communication – YES.	LDPs are closed out when the danger of off-site erosion has been eliminated through either vegetation or other means. This is documented in the various permits. Several LDPs from 2017 and 2018 are still open through 2019.
5.4	Conduct long-term BMP maintenance inspections.	Documentation of inspection and communication - YES. City spent 50 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 March 14, 2019 with 11 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 46 BMP sites.
5.6	Analyze existing structural BMP performances at selected sites (particularly detention basins).	# Sites evaluated – 9	City installed depth recording devices in at least nine locations in 2019. This is to facilitate evaluation of performance. Selected graphs and charts are shared informally with interested parties via email.

5.7	Measure rain gauge and creek depth to evaluate flow quantity and duration from at least March – October.	# Rain gauges - 4 # Stream gauges - 2	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.
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**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.



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

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

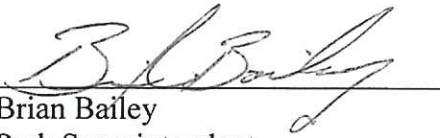
List all of the municipal pollution prevention / housekeeping BMPs as identified in the SMPs and provide the requested information in the following table.

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: Two design reports were completed.	Two sites with enhanced water quality - City Hall lot & Thornton Street were constructed in 2019.
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. In excess of 3. # Times completed collector/arterial sweeping – exceeded annual goals. In excess of 8. # Hours sweeping – 714.50 # Miles of streets swept – 3,141 # Pounds of debris removed – 433.26 tons.	Aggressive street sweeping program operations throughout the. There are two sweepers.
6.3	Snow removal operations - use ground speed control and GPS equipment to keep salt use within guidelines.	# Tons of salt used per year - 675. # Pounds per lane mile per storm – 288.72 lbs/lane-mile average for 2019.	Use of ground speed control resulted in application rates between 200-300 lbs/lane-mile.
6.4	Stormwater inlet cleaning.	# Inlets – 2,283.	Stormwater crew inspected and/or maintained approximately 2,283 inlets, and cleaned 1,858 area drains and other stormwater facilities.
6.5	Continue Citywide Leaf Collection Program.	Program was modified in 2019.	Leaf Collection Program – program eliminated curbside leaf pick-up in 2019, but retains free drop off site and collection by Refuse Service.

*City of Leavenworth, Kansas*  
**Parks & Recreation Department**  
**2020 Truck Replacements**  
**POLICY REPORT NO. P&R 02-20**


February 25, 2020

**PREPARED BY:**

  
Brian Bailey  
Park Superintendent

**REVIEWED BY:**

  
Steve Grant  
Parks and Recreation Director

  
Paul Kramer  
City Manager

**ISSUE:**

The Parks and Recreation Department is requesting approval to purchase one 2020 Ford Super Duty F-350 XL 4x4 with a Weather Guard Cab Guard and one 2020 Ford F-150 XL 4x4 with a Weather Guard Cab Guard manufactured and furnished to our specifications, utilizing a cooperative purchasing program authorized by the city's purchasing policy.

**BACKGROUND:**

In 1999 and 2001, the department bought truck #344 and #335. These trucks have served the parks system very well. However, in the last few years, these trucks have begun to show their age with some costly repairs. These trucks are used in every fashion of the department to include pulling trailers, hauling equipment and material, picking up trash and servicing park restrooms. Without these trucks we are unable to keep up on key components of our operation.

After reviewing available purchasing options, the department staff has selected the Sourcewell Cooperative Purchasing program. This program is used throughout our region for the purchase of transportation equipment. This program allows us to purchase equipment that meets our needs through a manufacturer with a proven record of customer service in the Kansas region, and it ensures that we are receiving the best possible price while guaranteeing that standard governmental purchasing practices are followed.

Staff developed a set of specifications for the trucks that would replace truck #344 and #335. The new trucks will be equipped with the ability to perform the maintenance needs required by the department. The trucks on the Sourcewell cooperative bid that meets these requirements are the 2020 Ford Super Duty F-350XL 4x4 with the Weather Guard Cab Guard in the amount of

\$38,019 and the Ford F-150XL 4x4 with the Weather Guard Cab Guard in the amount of \$30,822, for a combined total of \$68,841.

**RECOMMENDATION:**

Staff recommends the purchase of one (1) 2020 Ford Super Duty F-350 XL 4x4 with the Weather Guard Cab Guard and one (1) 2020 Ford F-150 XL 4x4 with the Weather Guard Cab Guard in the total amount of \$68,841 from Sourcewell quote ID#12454 R5 and ID# 12819 R3.

**BUDGET IMPACT:**

There is \$68,000 allocated for this in the 2020 CIP equipment purchase.

**ATTACHMENTS:**

Sourcewell (National Auto Fleet Group) Quotes ID#12454 R5 & ID#12819 R3



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/8/2020

2/18/2020 Re-Configured

Quote ID: 12454 R5

Order Cut Off Date: TBA

Mr Brian Bailey  
CITY OF LEAVENWORTH

790 Thornton

Leavenworth , Kansas, 66048

Dear Brian Bailey,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2020 Ford Super Duty F-350 SRW (F3B) XL 4WD Reg Cab 8' Box 142" WB, Weather Guard Cab Gaurd )** and delivered to your specified location, each for

	One Unit
Contract Price	\$36,926.00
Weather Guard Cab Gaurd	\$1,093.00
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$38,019.00

- per the attached specifications. Price includes 1 service manual(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572



GMC



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/6/2020  
2/18/2020 Re-Configured

Quote ID: 12819 R3

Order Cut Off Date: 5/1/2020

Mr Brian Bailey  
CITY OF LEAVENWORTH Park & Rec  
790 Thornton  
Leavenworth , Kansas, 66048

Dear Brian Bailey,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.  
**One (1) New/Unused (2020 Ford F-150 (F1E) XL 4WD Reg Cab 8' Box 141" WB, Weather Guard Cab Guard )** and delivered to your specified location, each for

	One Unit
Contract Price	\$29,729.00
Weather Guard Cab Guard	\$1,093.00
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$30,822.00

- per the attached specifications. Price includes 1 service manual(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572



**GMC**

**In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:**

**Fax: (831) 480-8497**

**Mail: National Auto Fleet Group  
490 Auto Center Drive  
Watsonville, CA 95076**

**Email: Fleet@nationalautofleetgroup.com**

**We will then send a W-9 if you need one**

**Please contact our main office with any questions:  
1-855-289-6572**

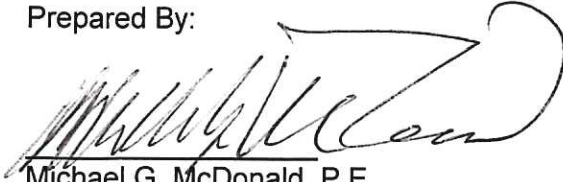
POLICY REPORT PWD NO. 20-12

CONSIDER APPROVAL OF THE DESIGN SERVICES CONTRACT WITH AFFINIS CORPORATION FOR THE 2020 PAVEMENT MANAGEMENT PROGRAM

City Project No. 2020-927

February 25, 2020

Prepared By:



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

Reviewed By:



Paul Kramer,  
City Manager

**ISSUE:**

Consider approval of the contract with Affinis Corporation for the design of the 2020 Pavement Management Program (PMP).

**BACKGROUND:**

In 2016, staff contracted with Stantec to provide an independent objective pavement condition analysis of the City streets using digital evaluation techniques. The result of that effort was that Pavement Management Programs between 2016 and 2019 included a large Granite Seal Program which concentrated on stabilizing streets City-wide. There was also a mill and overlay program during those years concentrated on significant repairs to 20th Street from Spruce Street to Eisenhower Road.

During the budget process for 2020, the Commission increased funding for the PMP beginning in 2020 and for future years. The total design/construction/inspection budget for the 2020 program is \$2,000,000 with a focus on more structural repairs.

Staff used the services of Stantec again in 2019 to re-evaluate the pavement condition of City streets. The 2019 Stantec Pavement Summary Report will be used by staff and the design engineers as a guide for the 2020 Pavement Management Program. This information will be used to develop a program to identify the best streets for the mill and overlay re-surfacing operations. The goal is to improve street conditions with an emphasis on bringing the City's overall street PCI (Pavement Condition Index) rating up to a range of 65 – 75 (fair to satisfactory).

The Commission reviewed the City-owned parking lots proposed for inclusion in this year's project at the Feb. 11th meeting. The two lots to be repaired with estimates are shown below (map attached):

- NW corner of 3rd Street and Delaware Street. \$107,750
- Lot east of Pullman (north side of Cherokee and west of 2nd Street) \$76,550

Work to be completed in the 2020 program is estimated as shown below:

○ City Lot Repairs (or less)	\$185,000
○ 2020 Mill & Overlay -	\$1,650,000
○ 2020 Other PMP actions -	\$40,000
○ <u>2021 PMP Design -</u>	<u>\$105,000</u>
	\$1,980,000

The attached Scope of Services and Fee Schedule are based on the program reviewed by the City Commission and as described above. Affinis has performed the evaluation, design, and cooperative inspection services for the past programs since 2010.

The proposed contract will include the following:

- Develop a process to create a 3-year recommendation of City streets to include in the annual mill and overlay program (PCI ratings and not specific streets)
- Identify streets and prepare plans for the streets included in the 2020 PMP
- Complete plans for improvements to the parking lots identified for the 2020

The contract does not include a scope and fee for inspection services. Staff anticipates inspection work will be performed with City forces.

**RECOMMENDATION:**

Staff recommends approval of design services contract with Affinis Corporation in an amount not to exceed \$97,590 for the 2020 Pavement Management Program.

**ATTACHMENT:**

Affinis Design Contract  
Parking Lot Map



Client name: City of Leavenworth, Kansas

Job No.: \_\_\_\_\_

### **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT made as of the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between City of Leavenworth, Kansas, its successors and assigns, hereinafter called the CLIENT, and Affinis Corp., a Missouri Corporation, hereinafter called the CONSULTANT.

WITNESSETH, that whereas the CLIENT intends to construct certain improvements as described below, hereinafter called the PROJECT, consisting of the following:

**Design and Bidding Services for the 2020 Pavement Management Program  
Project No. 2020-**

AND WHEREAS the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related engineering services in connection with the PROJECT, and necessary funds for payment of said services are available.

NOW THEREFORE, the CLIENT and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by the CONSULTANT and the payment for those services by the CLIENT, as set forth below.

The CONSULTANT will serve as the CLIENT's professional engineering representative in those phases of the PROJECT to which this AGREEMENT applies and will give consultation and advice to the CLIENT during the performance of its services.

**Part A—CONSULTANT's Responsibilities**

The CLIENT and CONSULTANT have agreed to a list of Basic Engineering Services the CONSULTANT will provide to the CLIENT as outlined in EXHIBIT A of this AGREEMENT.

**Part B—CLIENT's Responsibilities**

The CLIENT shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1. Designate in writing a person to act, as CLIENT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to CONSULTANT's services for the PROJECT.
2. Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations.
3. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
4. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Scope of Services (except to the extent provided otherwise in Part A), the following:

- data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
  - appropriate professional interpretations of all of the foregoing;
  - environmental assessment and impact statements;
  - property, boundary, easement, right-of-way, topographic and utility surveys;
  - property descriptions;
  - zoning, deed and other land use restriction
- all of which CONSULTANT may use and rely upon in performing services under this AGREEMENT.
5. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
  6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
  7. Furnish approvals and permits from regulatory and governmental authorities having jurisdiction over the PROJECT as well as such approvals and consents from others as may be necessary for completion of the PROJECT.
  8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT; such legal services as CLIENT may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by Contractor(s); such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract; and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
  9. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire PROJECT, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
  10. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.
  11. Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Part C and EXHIBIT B of this AGREEMENT or other services as required.

#### **Part C—Additional Services of the CONSULTANT**

If mutually agreed to in writing by the CLIENT and CONSULTANT, the CONSULTANT will furnish or obtain from others additional services. EXHIBIT B provides a list of possible additional services that can be provided but are not part of the CONSULTANT's Basic Engineering Services. The CONSULTANT can provide such additional services or the CONSULTANT, if necessary; can arrange to obtain such services for CLIENT.

Compensation for additional services will be as outlined in Part E of this AGREEMENT.

#### **Part D—Timeliness of Performance**

The CONSULTANT acknowledges the importance to the CLIENT of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this AGREEMENT in a manner consistent with that schedule, as provided in EXHIBIT C hereto. The CLIENT understands, however, that the CONSULTANT's performance must be governed by sound professional practices.

**Part E—Payment to the CONSULTANT for Services Rendered**

The CLIENT will pay the CONSULTANT for all services rendered hereunder as follows:

1. The CLIENT agrees to pay the CONSULTANT as maximum compensation **\$97,590.00** for the scope of services as defined in Exhibit A. The compensation will be billed detailing the position, hours and appropriate hourly rates (which include overhead and profit) for CONSULTANT's personnel classifications and Direct Non-Salary Costs.
2. The term "Direct Non-Salary Costs" shall include the CONSULTANT payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the CLIENT at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the CLIENT.
3. All billings must be submitted monthly for all services rendered in the previous month. The CONSULTANT will invoice the CLIENT on forms approved by the CLIENT. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
4. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the CLIENT and the CONSULTANT prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

If Additional Services are required and approved by the CLIENT, the cost for such additional services shall be paid based on the CONSULTANT's billing rate schedule attached as EXHIBIT D, or compensation shall be negotiated for such services and the fee shall be increased. CONSULTANT shall bill the CLIENT no more than monthly based on the billing terms as outlined in Part E above. The maximum not to exceed fee shall not be exceeded unless authorized in writing by supplemental agreement between the CLIENT and CONSULTANT.

**Part F—General Consideration**1. Standard of Care

Services provided by the CONSULTANT under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

2. Insurance

During the terms of this AGREEMENT, the CONSULTANT shall provide evidence of insurance pursuant to EXHIBIT E. Additionally, the CONSULTANT agrees to maintain continuous professional liability coverage for a period of two years following substantial completion.

3. Termination

Either party may terminate this AGREEMENT by **ten (10)** days written notice. Notification will be by registered mail. If this AGREEMENT is terminated during the progress of the work, the CONSULTANT shall be paid for services rendered on the basis set forth in Part E—Payment to CONSULTANT, but the amount paid shall not exceed a sum determined by multiplying the maximum fee by the percentage of completion. Any previous partial payments made shall be credited to any terminal payment due the CONSULTANT.

4. Successors and Assigns

The CLIENT and the CONSULTANT each bind itself and its partners, successors, executors,

administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither the CLIENT nor the CONSULTANT will assign, sublet or transfer its interest in this AGREEMENT without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the CLIENT and the CONSULTANT.

5. Controlling Law

This AGREEMENT is to be governed by the laws of the State of Kansas.

6. Codes and Standard Compliance

The CONSULTANT shall exercise usual and customary professional care in his or her efforts to comply with all codes, regulations, standards and laws in effect as of the date of Preliminary Plan submittal.

7. Ownership of Instruments of Service

The CLIENT acknowledges the CONSULTANT's reports, plans, specifications, field data, notes and other documents, including all documents on electronic media as instruments of professional service. Those instruments of service prepared under this AGREEMENT are the property of the CONSULTANT, but a reproducible set shall be furnished to the CLIENT, if requested.

8. Opinion of Probable Construction Cost

Since the CONSULTANT has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost for the PROJECT provided for herein are to be made on the basis of his experience and qualifications and represents his best judgment as an CONSULTANT familiar with the construction industry, but the CONSULTANT cannot and does not guarantee that proposals, bids or the PROJECT construction cost will not vary from opinions prepared by him or her.

9. Jobsite Safety

The CONSULTANT will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work.

10. Dispute Resolution

All questions in dispute under this AGREEMENT shall be submitted to non-binding mediation. On written notice of either party to the other of the decision to submit any dispute under this AGREEMENT to mediation, each party shall designate a representative and shall meet within five (5) days after the service of the notice. The parties themselves shall attempt to resolve the dispute within ten (10) days after meeting.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

Any third party mediator designated to serve in accordance with the provisions of this AGREEMENT shall be disinterested, shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction process.

The procedure outlined in this Section is an "informal" process aimed at resolving disputes between the parties to the AGREEMENT as expeditiously as possible.

11. Information Provided by Others

The CONSULTANT shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to the CONSULTANT such information as is available to the CLIENT and the CLIENT's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the

accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information the CLIENT is providing.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

**AFFINIS CORP.**

By   
Kristen E. Leathers-Gratton

Title President

ATTEST: 

**CITY OF LEAVENWORTH, KANSAS**

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A****Scope of Services and Schedule, Attachment A****General:**

The purpose of this scope is to use the pavement condition indices (PCI) provided from the pavement assessment database to develop a possible lists of streets to be included in the program. The program will include a variety of pavement preservation and maintenance methods. The approximate project budget is \$1.75 million. The 2020 Pavement Management Program will include specified parking lot improvements and pavement marking for City arterials. The bid package shall include a base bid and an alternate bid. The work in the alternate bid may be constructed if bids, construction, and budget allow.

The design shall be for the following:

**2020 Pavement Management Program**

**Pavement Management:** Using the pavement condition index provided by Stantec, analyze data to determine locations and application of pavement preservation methods, such as mill and overlay, slurry seal, and UBAS, and develop scenarios to fit within the construction budget. Streets or street segments are subject to change based on budget allocation. Design and plans will be prepared using aerials and City GIS. Anticipated construction budget is approximately \$1,750,000.

Develop a three year plan focused on PCI and recommended pavement preservation method. The plan will also include probable construction costs.

Evaluate and recommend pavement preservation methods for cul-de-sacs and the associated construction costs.

**Parking Lot 1: (East of the Pullman Place Family Restaurant at 3<sup>rd</sup> Street and Cherokee Street)** – potential for pavement repair, alley repair, resurfacing, curb and gutter repair, sidewalk repair, storm drainage, pavement marking, and BMPs. Design and plans will be prepared using topographic survey supplements with City provided aerials and GIS. Anticipated construction budget is approximately \$75,000.

**Parking Lot 2: (Northwest corner 3<sup>rd</sup> Street and Delaware Street)** – potential for pavement repair, alley repair, resurfacing, curb and gutter repair, sidewalk repair, storm drainage, pavement marking, and BMPs. Design and plans will be prepared using topographic survey supplemented with City provided aerials and GIS. Anticipated construction budget is approximately \$75,000.

**Pavement marking program (City-wide):** – pavement marking for streets included in the 2020 Pavement Management Program and other streets identified by the City. Calculate the cost per centerline foot to replace the striping at specified locations provided by the City to determine how much of the striping can be replaced for the construction budget of approximately \$50,000.

**1.0 Preliminary Design Phase:**

**1.01** Conduct a pre-design meeting.

**1.02** Pavement management program review:

**1.02.1** Review pavement ratings from 2019 automated pavement assessment performed by Stantec. Provide a three to five year plan for the paving program.

- 1.02.2 Review and evaluate alternative pavement preservation methods with associated costs to be constructed with the program. Propose and evaluate budget allocation for various pavement preservation methods for PCI ranges. Provide recommendations to City.
- 1.02.3 Determine quantity of striping that can be replaced for the City's pavement marking program budget based on an average cost per centerline foot.
- 1.03 Conduct field reconnaissance to evaluate and identify:
  - 1.03.1 Issues determined in the concept phase
  - 1.03.2 Need for drainage improvements
  - 1.03.3 Need for full depth pavement repairs
  - 1.03.4 Need for sidewalk replacement
  - 1.03.5 Location for new sidewalk
  - 1.03.6 Need for curb and gutter replacement
  - 1.03.7 Need for and limits of driveway replacement
  - 1.03.8 Need for which type of ADA ramps
  - 1.03.9 Utility locations and conflicts.
- 1.04 Provide utilities with map of streets in program and schedule of proposed improvements. Coordinate with utilities to determine any conflicts between their projects and City project.
- 1.05 Prepare a project cover sheet.
- 1.06 Prepare plan sheets for:
  - 1.06.1 Street and parking lot rehabilitation/reconstruction using topographic survey and supplemented with City planimetric/GIS mapping and available utility information shown.
  - 1.06.2 Pavement marking will be prepared for the streets within the 2020 Pavement Management Program and streets identified by the City for restriping. All program related pavement markings will be included in the 2020 Pavement Management Program bid package.
  - 1.06.3 Plan sheets will be 22"x34" for full-size (can be reduced to 11"x17" for half-size).
  - 1.06.4 Centerline will be assumed and shown on plan sheets.
- 1.07 Prepare typical sections.
- 1.08 Perform quality assurance review.
- 1.09 Submit three half-size sets and one full-size set of preliminary plans to City for review.
- 1.10 Submit one half-size set to utility companies requesting comments and verification of potential conflicts.
- 1.11 Conduct a field check with City.
- 1.12 Update front end documents, technical specifications and bid items as discussed in the after-action review (AAR) of the 2019 Pavement Management Program. These updates will be used as the standard for all City projects.
- 1.13 Prepare a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 20 percent and include a list of alternative streets.
- 1.14 Attend two (2) progress meetings and one (1) utility meeting to review project status. Prepare minutes of meetings and distribute to attendees within five working days.
- 1.15 Attend one Commission meeting, if needed.

**2.0 Final Design Phase**

- 2.01 Address City's preliminary plan review comments.
- 2.02 Prepare project manual.
- 2.03 Prepare final plans and details.
- 2.04 Perform quality assurance review.
- 2.05 Submit three (3) half-size sets of final plans and specifications for City review
- 2.06 Submit one (1) half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 2.07 Coordinate with utilities on their relocation or maintenance work that will impact the proposed improvements. Request utility plans and construction schedule.
- 2.08 Prepare a final opinion of probable construction cost, including a list of alternative streets.
- 2.09 Prepare all bid documents using the City's standard documents.
- 2.10 Attend one (1) progress meeting to review project status. Prepare minutes of meetings and distribute to attendees within five working days.
- 2.11 Attend one Commission meeting if needed.

**3.0 Bidding Phase**

- 3.01 Provide the City and plan room with a notice to bidders for publication and distribution.
- 3.02 Provide bid documents to electronic plan room for distribution to potential bidders.
- 3.03 Attend one (1) pre-bid meeting and assist bidders with questions regarding the project.
- 3.04 Prepare and distribute pre-bid meeting notes and addenda prior to bid opening.
- 3.05 Prepare and submit an engineer's estimate and bid tab sheet.
- 3.06 Attend one (1) bid opening.
- 3.07 Attend pre-construction meeting and prepare meeting notes. Provide contractor and utilities with bid sets of plans.
- 3.08 Attend one Commission meeting if needed.

**4.0 Construction Services Phase:**

- 4.01 The scope of services for construction services phase of the program shall be determined prior to beginning construction.



**EXHIBIT B****Possible additional services**

The following list of services are NOT part of the CONSULTANT's Basic Scope of Services but may be required for successful completion of the PROJECT. Additional services may include but are not limited to:

1. Assisting in the preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the PROJECT of any such statements; review and evaluation of the effect on the design requirements of the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
2. Services to check the accuracy of drawings or other information furnished by CLIENT.
3. Services resulting from significant change in the general scope, extent or character of the PROJECT or its design.
4. Preparing documents for alternate bids requested by CLIENT for Contractor(s)' work which is not executed or documents for out-of-sequence work.
5. Services required preparing to award more prime construction contracts than were anticipated at the time of entering into this AGREEMENT.
6. Services during out-of-town travel required of CONSULTANT other than visits to the site or CLIENT's office as required in EXHIBIT A.
7. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
8. Providing construction staking for the contractor(s) as well as other special field and office surveys such as boundary surveys.
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other legal or administrative proceeding involving the PROJECT.
10. Full-time or periodic on-site construction observation services.
11. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
12. Identify applicable governmental permits, other than storm water permits and land disturbance permits for the construction of the boulevard, necessary for execution of the PROJECT and assist in obtaining such permits. Such permits may include but are not limited to wetlands permits and cultural resource permits.
13. Services to mitigate wetlands or other permitting issues are NOT a part of the Basic Scope of Services and if required shall be done under an approved change order.
14. Traffic engineering services or analysis.
15. Providing legal descriptions for any temporary easements, permanent easements and/or rights-of-way.

**EXHIBIT C**

**Project Schedule**

**2020 Pavement Management Program:**

The scope of services for the Final Design Phase shall be completed by April 13, 2020.

The scope of services for the Bidding Services Phase, except for pre-construction meeting, shall be completed by May 13, 2020. The project shall bid for three (3) weeks.

**EXHIBIT D**

**Affinis Corp**  
**2020 Billing Rate Schedule**

<b>Professional Services</b>	<b>Billing Rate</b>
Principal	\$260.00
Senior Project Manager	\$240.00
Project Manager	\$195.00
Senior Engineer II	\$190.00
Senior Engineer I	\$180.00
Engineer III	\$165.00
Engineer II	\$140.00
Engineer I	\$130.00
Intern Engineer (IE) II	\$120.00
Intern Engineer (IE) I	\$110.00
Cost Estimator	\$135.00
Senior Cost Estimator	\$170.00
Construction Services Manager	\$135.00
Project Representative III	\$135.00
Project Representative II	\$110.00
Project Representative I	\$100.00
Design Technician II	\$150.00
Design Technician I	\$115.00
CADD Technician II	\$105.00
CADD Technician I	\$90.00
GIS Specialist	\$90.00
Land Surveyor III	\$180.00
Land Surveyor II	\$120.00
Land Surveyor I	\$110.00
Survey Crew Member II	\$105.00
Survey Crew Member I	\$85.00
One-Person Survey Crew	\$140.00
Project Related Support Services II	\$105.00
Project Related Support Services I	\$90.00
 <b>Equipment Charges</b>	
Automobile Mileage	\$0.575/mile
Survey Vehicle Mileage	\$0.75/mile
Boat Rental	\$12.00/hour

**EXHIBIT E****INSURANCE:**

The CONSULTANT shall secure and maintain such insurance as will insure the performance by the CONSULTANT of its obligations to protect, defend, indemnify and hold harmless CLIENT and officers and agents of the CLIENT and CONSULTANT respectively, as provided herein, and will protect them from claims under Worker's Compensation Acts; automobile liability for bodily injury(including death) or property damage; and general liability for bodily injury(including death) or property damage which may arise from and during operations under this contract, whether such operations be by itself or anyone directly or indirectly employed by it.

The CONSULTANT shall purchase and maintain in full force and effect during the term of this contract, insurance in a company or companies satisfactory to the CLIENT, but regardless of such approval, it shall be the responsibility of the CONSULTANT to maintain such coverage and shall not relieve CONSULTANT of any contractual responsibility or obligation. Insurance of the following types and with the following limits are required:

**General Liability:**

The minimum limits of liability for commercial general liability insurance shall be:

\$1,000,000 each occurrence for bodily injury or property damage;  
 \$2,000,000 general aggregate with a per-project endorsement; and  
 \$1,000,000 products/completed operations aggregate.

Each such policy shall include comprehensive torts, contractual liability, independent CONSULTANTS, products/completed operations, inherently dangerous activities, premises-operations, broad form property damage, and personal injury coverage.

General Liability coverage shall name CLIENT as an Additional Insured on a primary basis, per the CG 2010 11/85 or its equivalent, or a combination of CG 2010 10-01 and CG 2037 10-31 (including products and completed operations). These coverage's shall provide protection for the CONSULTANT and the CLIENT against liability from damages because of injuries, including death, suffered by any person and liability from damages to property, arising from or growing out of the CONSULTANT's operations in connection with the performance of this contract. All insurance required by this contract shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance. Each policy shall also contain a severability of interest conditions and the insurance afforded by the CONSULTANT shall be primary insurance.

The CONSULTANT shall provide the CLIENT with a Certificate of Insurance, specifying CONSULTANT's insurance coverage and limits before any work is performed under this contract. A Certificate of Insurance shall also be provided upon each policy renewal. Certificates of Insurance shall be sent to CLIENT at the address stated herein. Such proof of insurance shall provide for ten (10) days prior written notice to the CLIENT before cancellation, termination or material change or modification of such insurance, unless longer advance notice is required by the CLIENT. Such notice shall be given to CLIENT at the address above noted. Consulting Engineer shall be listed as an additional insured on the

liability insurance policies. Upon request CONSULTANT shall furnish certified copies of any insurance policies listed in the Certificate of Insurance.

If CONSULTANT shall subcontract any of this work to a third party, CONSULTANT shall see to it that such third party maintains such insurance and shall furnish evidence thereof to CONSULTANT and CLIENT. Subconsultant shall cause all such policies of insurance to name CONSULTANT and CLIENT as additional insured's and provide indemnification for CONSULTANT and CLIENT against liability upon the risks insured thereby to the amount of the coverage specified therein for CONSULTANT.

If the CONSULTANT has a policy or policies of insurance with aggregate limits of liability CLIENT must be notified in writing any time the aggregate limit is diminished materially below the coverage required by this contract.

CONSULTANT shall notify CLIENT in writing 10 days after it receives notice or knowledge of any demand, claim, cause of action, lawsuit, or action arising out of the work performed under this contract. CONSULTANT shall notify CLIENT as soon as possible after any bodily injury or property damage occurrence that could potentially lead to any lawsuit.

All liability insurance shall be occurrence policies in a form acceptable to CLIENT. Claims-made policies are not acceptable.

Automobile Liability:

CONSULTANT shall obtain automobile liability insurance, which provides coverage for its owned, non-owned, and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be:

\$1,000,000 combined single limit for bodily injury and property damage

Workers Compensation:

Statutory

Employers' Liability:

\$100,000/\$500,000/\$100,000(each accident/disease-policy limit/disease-each employee)

Builders Risk/Installation (if required by CLIENT):

For direct physical loss or damage to covered property while under construction at the premises described in the declaration of the policy and per specifications. Limit of coverage is the contract bid to be in force for the duration of the project and until the project is accepted by the CLIENT. The CLIENT will be named additional insured.

Umbrella Coverage (if required by CLIENT):

An umbrella coverage will be required if the project costs are over \$2 million.

Professional Liability Coverage (if required by CLIENT or necessary for project):

\$1,000,000 each claim and \$1,000,000 aggregate. Professional liability policies are written on a claims-made basis.

Waiver of Subrogation:

CONSULTANT waives any and all subrogation claims, including such claims arising out of injuries to CONSULTANT's employees, against CLIENT, Engineer, and Consulting Engineer and their respective officers, directors, partners, employees and agents.

Indemnification – Professional Negligence

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

Indemnification – Non-professional Negligence

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless, CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

**ATTACHMENT B (For information only)**  
**PROJECT ESTIMATING SHEET**  
 City of Leavenworth, Kansas  
 2020 Pavement Management Program



Rates: 2020  
 Date: 2/11/2020  
 Made By: KEL/RPS/ALR

Tasks	SR. PROJ. MANAGER/ PRINCIPAL	ENGINEER II	INTERN ENGINEER II	DESIGN TECH II	DESIGN TECH I	CADD TECH II	PROJECT RELATED SUPPORT SERVICES I	CADD TECH I	LAND SURVEYOR II	SURVEY CREW (2-MAN)	LABOR COSTS	OTHER DIRECT COSTS	TOTAL
	\$240.00	\$140.00	\$110.00	\$150.00	\$115.00	\$105.00	\$50.00	\$60.00	\$120.00	\$150.00	ITEM	COST	FEE
<b>1 PRELIMINARY DESIGN PHASE</b>													
.01. Pre-design meeting	4	4	4								\$1,953		\$1,953
.02. Field reconnaissance		16	16		8	8		8	4	24	\$11,440		\$11,440
.03. Utility coordination		2	2								\$500		\$500
.04. Program review											\$2		\$2
Review pavement ratings: update 3 yr. plan		24	24		8						\$6,920		\$6,920
Evaluating alternatives and street selection		16	16		8						\$4,920		\$4,920
Major striping cost estimate		4			8						\$1,483		\$1,483
.05. Cover Sheet						2					\$210		\$210
.06. Plan/profile sheets											\$2		\$2
Pavement management street plans		4	16	16		40					\$8,920		\$8,920
Parking lot (3rd & Cherokee)		4	8	24	24						\$7,563		\$7,563
Parking lot (3rd & Delaware)		4	8	24	24						\$7,563		\$7,563
Pavement marking plan		8			24						\$3,893		\$3,893
.07. Typical sections						4					\$420		\$420
.08. Quality control review and revisions	2	2	2	2							\$1,280		\$1,280
.09. Submit preliminary plans (60%) to City (Hard copy)		2									\$280		\$280
.10. Submit preliminary plans to utilities		2					2				\$460		\$460
.11. Field check		8	8		8						\$2,920		\$2,920
.12. Update project manual & bid items (2019AAR)	2	4					4				\$1,400		\$1,400
.13. OPCC + 20% (including alternates)		4	16								\$2,320		\$2,320
.14. Project meetings and documentation (2)	2	6	2		4						\$2,000		\$2,000
.15. Commission meeting (1)	4										\$560		\$560
											Mileage	\$300.00	\$300
											Repro./Delivery	\$250.00	\$250
<b>PRELIMINARY DESIGN PHASE - SUBTOTAL HOURS</b>	<b>14</b>	<b>114</b>	<b>122</b>	<b>66</b>	<b>68</b>	<b>102</b>	<b>6</b>	<b>8</b>	<b>4</b>	<b>24</b>			
<b>PRELIMINARY DESIGN PHASE - SUBTOTAL FEE</b>	<b>\$3,360</b>	<b>\$15,960</b>	<b>\$13,420</b>	<b>\$9,930</b>	<b>\$7,820</b>	<b>\$10,710</b>	<b>\$540</b>	<b>\$640</b>	<b>\$480</b>	<b>\$4,560</b>	<b>\$67,390</b>	<b>\$550.00</b>	<b>\$67,940</b>
<b>2 FINAL DESIGN PHASE</b>													
<b>FINAL PLANS</b>													
.01. Address City review comments		8	2	4	4	16					\$4,083		\$4,083
.02. Technical Specifications	2	4					4				\$1,400		\$1,400
.03. Details & final plan preparation				4	16	40					\$6,640		\$6,640
.04. Quality control review and revisions	4	2		2	8	4					\$2,883		\$2,883
.05. Submit final plans to City (Hard copy)		1					2				\$320		\$320
.06. Submit final plans to utilities		1									\$140		\$140
.07. Utility coordination		4									\$560		\$560
.08. OPCC	2	4			8						\$1,953		\$1,953
.09. Bid documents		8			8						\$2,040		\$2,040
.10. Progress meetings and documentation (1)	2	4									\$1,040		\$1,040
.11. Commission meeting (1)	4										\$560		\$560
											Mileage	\$150.00	\$150
											Repro./Delivery	\$400.00	\$400
<b>FINAL DESIGN PHASE - SUBTOTAL HOURS</b>	<b>14</b>	<b>36</b>	<b>2</b>	<b>10</b>	<b>44</b>	<b>60</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>			
<b>FINAL DESIGN PHASE - SUBTOTAL FEE</b>	<b>\$3,360</b>	<b>\$5,040</b>	<b>\$220</b>	<b>\$1,500</b>	<b>\$3,060</b>	<b>\$6,300</b>	<b>\$540</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$22,020</b>	<b>\$550.00</b>	<b>\$22,570</b>

ATTACHMENT B (For information only)

PROJECT ESTIMATING SHEET

City of Leavenworth, Kansas

2020 Pavement Management Program



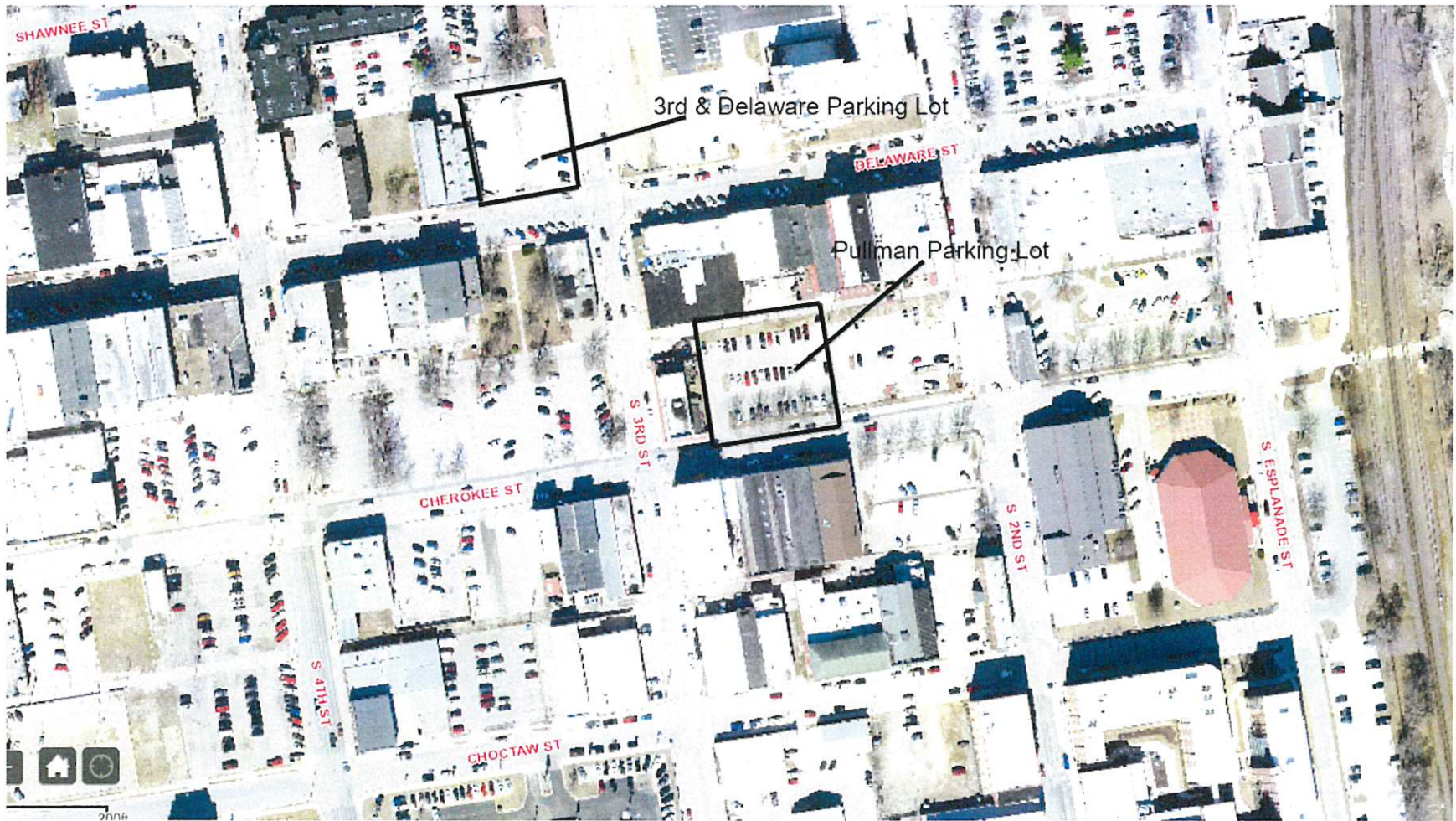
Rates: 2020

Date: 2/11/2020

Made By: KEL/RPS/ALR

Tasks	SR. PROJ. MANAGER/ PRINCIPAL	ENGINEER II	INTERN ENGINEER II	DESIGN TECH II	DESIGN TECH I	CADD TECH II	PROJECT RELATED SUPPORT SERVICES I	CADD TECH I	LAND SURVEYOR II	SURVEY CREW (2+ MAN)	LABOR COSTS	OTHER DIRECT COSTS ITEM	TOTAL COST FEE
	\$240.00	\$140.00	\$110.00	\$150.00	\$115.00	\$105.00	\$90.00	\$80.00	\$120.00	\$193.00			
<b>3 BIDDING PHASE</b>													
<b>BIDDING SERVICES</b>													
<b>2020 PMP</b>													
.01. Notice to Bidders							2				\$180		\$180
.02. Planroom coordination					2						\$230		\$230
.03. Assist bidders & pre-bid meeting		8			8						\$2,520		\$2,520
.04. Addenda Coordination	1	4			4		2				\$1,440		\$1,440
.05. Engineer's estimate		2									\$280		\$280
.06. Attend bid opening		2									\$280		\$280
.07. Attend pre-construction	2	4									\$1,040		\$1,040
.08. Commission meeting (1)	4										\$960		\$960
											Mileage	\$150.00	\$150
<b>BIDDING PHASE - SUBTOTAL HOURS</b>	9	20	0	0	14	0	4	0	0	0			
<b>BIDDING PHASE - SUBTOTAL FEE</b>	\$2,163	\$7,830	\$0	\$0	\$1,610	\$0	\$360	\$0	\$0	\$0	\$6,930	\$150.00	\$7,080
<b>TOTAL HOURS</b>	37	170	124	76	126	162	18	8	4	24			
<b>TOTAL FEE</b>	\$8,880	\$23,800	\$13,640	\$11,400	\$14,480	\$17,010	\$1,440	\$640	\$480	\$4,560	\$96,340	\$1,250	\$97,590





Proposed City Parking Lots

**POLICY REPORT  
FIRST CONSIDERATION ORDINANCE  
AUTHORIZING CONSTRUCTION OF STORMWATER UTILITY SYSTEM IMPROVEMENTS  
AND FINANCING THE COST WITH TEMPORARY FINANCING AND OR GENERAL OBLIGATIONS  
BONDS**

**FEBRUARY 25, 2020**

Prepared by:



Carla K. Williamson, CMC  
City Clerk

Reviewed by:



Paul Kramer  
City Manager

**ISSUE:**

The issue before the City Commission is to place on first consideration an ordinance related to stormwater utility system improvements at Independence Court and 2<sup>nd</sup> and Chestnut in the City. The ordinance provides the authority for the construction of the project and the financing of the costs. The city intends to finance the cost through the issuance of general obligation bonds, including temporary notes in the estimated maximum principle amount of \$3,165,000.00.

**ACTION REQUIRED:**

Consensus to place the ordinance on first consideration

**ATTACHMENTS:**

Draft ordinance

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

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

**AN ORDINANCE OF THE CITY OF LEAVENWORTH, KANSAS, AUTHORIZING THE CONSTRUCTION OF CERTAIN STORMWATER UTILITY SYSTEM IMPROVEMENTS, TOGETHER WITH ALL THINGS NECESSARY AND INCIDENTAL THERETO, AND THE FINANCING OF THE COSTS THEREOF, ALL PURSUANT TO K.S.A. 12-631r, 12-631s, 13-1055a, AND 13-1055b, ALL AS AMENDED.**

**WHEREAS**, the City of Leavenworth, Leavenworth County, Kansas, (the “City”) is a municipality as defined by K.S.A. 10-101; and

**WHEREAS**, the City has in accordance with applicable law established a stormwater utility for the City and provided for and heretofore constructed stormwater utility system improvements to serve the citizens and residents of the City (the “Stormwater Utility”); and

**WHEREAS**, the City has the authority pursuant to K.S.A. 12-631r, 12-631t, 13-1055a, and 13-1055b, all as amended, (collectively, the “Act”) to both construct, install, and otherwise complete Stormwater Utility improvements, including but not limited to storm sewers, drains, channels, retention basins, and all other things necessary and incidental thereto, to provide for the controlled drainage, retention, and disposition of storm water runoff in and throughout the City and finance the costs thereof from the proceeds of legally available funds of the City including the proceeds of general obligation bonds of the City issued pursuant to the authority of the Act for such purposes; and

**WHEREAS**, the City in the exercise of the authority granted to it pursuant to the Act has found it necessary and does hereby determine to issue general obligation bonds, including temporary notes of the City, in the estimated maximum principal amount of \$3,165,000 to finance the estimated total cost (i.e., \$3,165,000) of designing, rebuilding, rehabilitating, constructing, and reconstructing certain Stormwater Utility System improvements, together with the demolition, replacement, and reconstruction of existing site infrastructure, including but not limited to, sidewalk, pavement, and curb and gutter repairs as required by such Stormwater Utility System improvements at Independence Court and 2<sup>nd</sup> and Chestnut in the City ( collectively, the “Project”); and

**WHEREAS**, the costs of the Project are pursuant to the Act payable from any legally available and unencumbered funds of the City, from the City issuing general obligation bonds of the City, or a combination thereof.

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

**Section 1.** That the Project be constructed and otherwise completed, including the acquisition of any land and/or easements necessary therefore, all in accordance with the plans and specifications of the City’s public works department.

**Section 2.** That general obligation bonds of the City be issued in accordance with the terms and conditions of the Act and the general bond law of the State of Kansas in an amount not exceeding \$3,165,000 to pay all or part of the cost of the Project.

**Section 3.** That the City both reasonably expects and intends to finance the costs of the Project from the proceeds of general obligation bonds of the City. The City does hereby express its official intent to reimburse any such pre-issuance original expenditures (as defined in Treas. Reg. 1.150-2(c)) made by it on or after the date which is 60 days before the date of this Ordinance from the proceeds of such bonds in the estimated maximum principal amount of \$3,165,000. The City will issue such bonds for such purposes and make the reimbursements within eighteen (18) months after the date the expenditure to be reimbursed was paid or, if later, eighteen (18) months after the date on which the property resulting from the expenditure was placed in service. Provided, that, in any event, the City must make the reimbursement allocation within three (3) years after the date the expenditure was paid. This Ordinance, as the expression of the governing body's official intent regarding the matters described herein, will be available for public inspection in the City Clerk's office at City Hall during regular business hours of the City.

**Section 4.** This Ordinance shall be effective upon its passage and approval by the governing body of the City and its publication in the official City newspaper.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF LEAVENWORTH, KANSAS

\_\_\_\_\_  
Myron J. "Mike" Griswold, Mayor

ATTEST:

\_\_\_\_\_  
Carla Williamson, CMC, City Clerk

(SEAL)