



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

**CITY COMMISSION SPECIAL MEETING & STUDY SESSION**  
**COMMISSION CHAMBERS**  
**TUESDAY, DECEMBER 15, 2020 7:00 P.M.**

**Welcome to your City Commission Meeting – Please turn off or silence all cell phones during the meeting**

*Meetings are televised everyday on Channel 2 at 7 p.m. and midnight and available for viewing on YouTube and Facebook Live*  
**In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed on Channel 2 and via Facebook Live. The public is encouraged to view the meeting using one of those options. The Leavenworth City Commission meeting is open to the public with limited seating capacity. To mitigate the spread of COVID-19 face coverings and social distancing are REQUIRED to attend the meeting. To attend the meeting in person, email [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 4:00 pm on December 15 to reserve a seat. Seats are available on a first come first serve basis. If you are not attending the meeting but would like to submit questions on an agenda items to be read during discussion on that topic, email your comments or questions to [cwilliamson@firstcity.org](mailto:cwilliamson@firstcity.org) no later than 6:00 pm on December 15.**

**SPECIAL MEETING**

**Open Special Meeting**

1. Presentation to Outgoing Mayor Myron J. “Mike” Griswold
2. Consider City Commercial Insurance Package for 2021
3. Consider City Festival Management Contract
4. Consider Sale/Transfer of 505 Ottawa Street

**Action:** Motion

**Action:** Motion (pg. 2)

**Action:** Motion (pg. 5)

**Action:** Motion (pg. 21)

**Close Special Meeting**

**Action:** Motion

**STUDY SESSION**

5. Review Sidewalk Cost Share Program (pg. 27)
6. Review Stormwater Detention, Retention, and Stormwater Treatment Facility Maintenance (pg. 41)
7. Review COVID-19 Small Business Grant Program Update (pg. 53)

**POLICY REPORT  
CONSIDER COMMERCIAL INSURANCE PACKAGE FOR 2021**

DECEMBER 15, 2020



Carla K. Williamson, CMC  
City Clerk



Paul Kramer  
City Manager

**ISSUE:**

To approve the City's Commercial Insurance Package effective January 1, 2021.

**BACKGROUND:**

Each year the City in conjunction with Mike Reilly of the Reilly Company reviews the renewal or possible bids for insurance coverage for the City.

This year, Intact Insurance (formerly OneBeacon) our current provider, along with Travelers provided quotes for the 2021 coverage.

Per the Premium Summary provided with the policy report Intact Insurance quoted a price of \$561,560.00 which is an increase over the 2020 premium of \$38,926.00. Travelers quoted a price of \$421,006.00.

Travelers has a couple of items to consider that will impact their quote.

- Recommendation to increase the deductible on Wind/Hail from \$25,000 to \$50,000.
  - The increase in the deductible would result in a savings of \$26,250.00
- Add a \$1M Umbrella to the quote.
  - The added coverage will resulting in an additional \$16,370.00
- Travelers would require that the City implement written policies for the Parks & Recreation Department for Abuse with regards to Youth Sports. Travelers would work with the City to implement the policy that would then have to be approved by the Commission.
- These changes would bring their quote for 2021 to \$411,126.00.

Staff recommends acceptance of the quote and insurance coverage with Travelers in the amount of \$411,126.00.

The City's insurance broker, Mike Reilly will review the quotes and answer any questions the Commission may have.

**ACTION:**

Motion to approve the 2021 commercial insurance package with Travelers in the amount of \$411,126.00.

**ATTACHMENTS:**

- Premium Summary & Coverage Differences

## PREMIUM SUMMARY

DESCRIPTION OF COVERAGE	INTACT PREMIUM 2020-21	INTACT PREMIUM 2021-22	TRAVELERS QUOTE 2020-21
Property & Earthquake	\$157,902	\$166,834	\$156,418
Commercial Inland Marine	\$ 15,803	\$ 16,457	\$ 8,694
Commercial General Liability	\$ 96,743	\$ 97,881	\$ 61,523
Crime	\$ 158	\$ 163	\$ 646
Commercial Automobile	\$160,551	\$180,592	\$ 97,881
Public Officials E & O	\$ 91,477	\$ 99,633	\$ 14,197
Law Enforcement Liability	\$ Incl	\$ Incl	\$ 53,478
Public Entity Employment Practices Liability	\$ Incl	\$ Incl	\$ 28,169
<b>Package Total</b>	<b>\$522,634</b>	<b>\$561,560</b>	<b>\$421,006</b>

## Coverage Differences

### Intact Insurance

Flood Insurance excluded  
Earthquake Included \$5M  
Property deductible \$10,000  
Wind/Hail Ded \$25,000  
Optional Quote provided  
\$50,000 saves \$24,281 a year

Law Enforcement Liability:  
Deductible \$10,000

Cyber  
\$50,000 Cyber Vandalism  
\$50,000 Business Income Loss

### Travelers Insurance

Flood Insurance Included \$5M  
Earthquake Included \$5M  
Property Deductible \$10,000  
Wind/Hail Deductible \$25,000  
Optional Quote provided for  
\$50,000 saves \$26,250 a year

Law Enforcement Liability:  
\$25,000

Cyber  
\$500,000 Network Security  
\$500,000 Privacy Breach Notice  
\$100,000 Computer Fraud  
\$500,000 Business Income Loss

Umbrella \$1M Quote: \$16,370

### Underwriting requirements needed to bind with Travelers Insurance:

Written policies for Parks Dept for Abuse with regard to Youth Sports, Travelers Risk Control can work with them to put policies in place but Abuse Coverage will not be included until completed.

Higher Wind/Hail Deductible is highly recommended per their statement:

*"I would really like the City to considering increasing this deductible and take the savings as the market is slowly pushing us to have to mandate deductibles at this level and we can't always offer the premium savings to go along with it."*

Drone licenses and Drone Pilot Licenses requested

If coverage for Fencing, Retaining Walls, Bridges or Artificial Turf is requested, then we need to report value at each location.

**POLICY REPORT**  
**City Festival Management Contract**  
**December 15, 2020**

Prepared By:



Taylour Tedder  
Assistant City Manager

Reviewed By:



Paul Kramer  
City Manager

**ISSUE:**

O'Neill Events and Marketing has assembled a plan to execute the Camp Leavenworth Festival in 2021. Building on our successes from 2019, and the Lovingworth campaign of 2020, the 2021 festival will fine tune our efforts from and continue to bolster Camp Leavenworth as the signature City-sponsored festival for residents and visitors of Leavenworth. Staff anticipates the 2021 festival to evolve over time, dependent on the mitigation of the COVID-19 pandemic. The current plan is for Camp Leavenworth to be back bigger than ever with exclusive entertainment and activities offered in September 2021.

The contract and scope of work includes a detailed breakdown of services covered. A few notable roles and tasks covered include:

- Event Director
- Event Producer
- Sponsorship Producer
- Marketing Manager
- Public Relations
- Festival Insurance
- Organization Financial Management & Storage
- Festival WIFI Network and onsite IT support

Each item in the list above is accompanied by a more comprehensive breakdown in the scope of work.

**ACTION:**

Consider a comprehensive management contract with O'Neill Events and Marketing for the 2021 Camp Leavenworth Festival.

**ATTACHMENTS:**

2021 Scope of Work  
2021 Contract



**SCOPE OF WORK FOR CITY OF LEAVENWORTH  
FOR THE  
CAMP LEAVENWORTH FESTIVAL 2021  
Event Management Proposal**

**November 30, 2020**

*Presented by:*

O'Neill Events & Marketing

1607 Oak Street

Kansas City, MO 64108

## **Overview:**

O’Neill Events and Marketing has put together a plan to execute Camp Leavenworth festival in the City of Leavenworth in 2021. This plan with tasks and costs is outlined below.

## **Summary and Period of Engagement Leavenworth Festival Event Management**

December 1, 2020 – October 31, 2021

O’Neill Events & Marketing has been approached by the city of Leavenworth to provide professional services as outlined below, under the direction and supervision of designated Leavenworth Festival representatives, and understands the Scope of Work as defined:

- Event Director
- Event Producer
- Sponsorship Producer
- Marketing Manager
- Public Relations
- Festival Insurance
- Organization Financial Management & Storage
- Festival WIFI Network and onsite IT support

O’Neill Events & Marketing understands the Period of Engagement for the outlined work as follows:

## **O’Neill Deliverables and Responsibilities**

O’Neill Events & Marketing will serve as the Event Producer for the festival with Keli O’Neill Wenzel as Event Director of Leavenworth Festival. If Keli O’Neill Wenzel is unable to serve as Event Director, any replacement Event Director will be submitted to the Leavenworth Festival City Manager/Office for approval.

The detailed scope of work below, along with the above summary, reflects O’Neill Events & Marketing’s understanding of the project. Please initial by each subhead to confirm Leavenworth Festival’s understanding of each section. If you have questions or notice any conflicts, please contact O’Neill Events & Marketing.

## General Timeline Requirements & Process

O'Neill Events & Marketing understands the initial target delivery date for Leavenworth Festival is September 24 – 25, 2021. As such, all work outlined above will reflect said target date and be executed in a timely manner to achieve success. O'Neill Events & Marketing will do all to meet any established deadline, but because of project dependencies beyond O'Neill Events & Marketing's control, O'Neill will not issue a formal project timeline until all defined requirements and approvals are received.

Any changes to Scope of Work or delays in approvals will potentially affect the general timeline and cost of the project. Missed deadlines relating to services, contracts, or information on the part of the client or third party will result in O'Neill Events & Marketing adjusting the general project timeline.

If actions by the client or any other third party creates project delays, the overall project timeline will be reevaluated to account for lost time, and a Change Order may be issued for any additional time required of the O'Neill Events & Marketing team. Any such Change Order issued on behalf of the project is subject to additional fees associated with those changes.

## Event Director

- Create annual festival operations budget with input from Leavenworth Festival Executive Committee and/or City Manager's Office
- Oversee festival financial systems with inclusion of City Manager
- Manage budget and spending, updating City Manager/Office monthly
- Meet with Leavenworth Festival City Manager/Office on a monthly basis to discuss organization strategy and business plans
- Meet with Leavenworth Festival City Manager/Office on a monthly basis to discuss festival operations planning
- Assist Leavenworth Festival City Manager/Office with necessary organization structure development and business documentation
- Provide historical data to the City Manager/Office
- Co-manage event identity and oversee brand management
- Oversee marketing and public relations
- Based upon approved budget numbers, Event Director will communicate, negotiate and send necessary festival agreements to City Manager's office for approval with tenants, venue owners and stakeholders within and surrounding the festival footprint



- Attend and participate in any meetings and conferences with any entities or government agencies as are necessary for developing, implementing and sustaining the event
- Provide consultation throughout the year
- Provide onsite consultation and recommendations for weather, emergency situations, threats and problems that arise
- Provide production oversight
- Be onsite during all festival hours (through tear down and setup)

## Event Producer

### LOGISTICS PLANNING

- Manage and maintain all festival operations costs, ensuring budget accountability
- Maintain a general operating timeline
- Meet with Leavenworth Festival City Manager/Office and provide updates on a monthly basis to discuss festival operations and planning
- Attend and participate in any meetings and conferences with any entities or government agencies as are necessary for developing, implementing and sustaining the event
- Create and develop a festival layout
- Manage and oversee all festival signage needs
- Coordinate, order and fulfill all-related area logistical needs
- Oversee on-site sponsorship logistics, including footprint, power, and site access
- Hire and manage additional on-site labor for festival
- Coordinate and order all festival deliverables and supplies
  - Establish list of festival area needs
  - Supply graphic design team with timelines, content and creative guidelines
  - Designate and distribute credential and festival access list
  - Distribute hospitality packages, including drink tickets, food vouchers and backstage meal tickets
  - Create festival communications plan, including radio assignments, radio order and on-site equipment setup

### STAFFING, COMMITTEE & VOLUNTEER MANAGEMENT

- Develop committee needs and roles and coordinate tasks with City Manager/Office, Executive Committee and staff

- Coordinate Executive Committee Chairs and Weekend Chairs, overseeing their job descriptions and meeting regularly with each to ensure all tasks are being implemented
- Identify and create volunteer staffing plan
  - Shift development
  - Training
  - Communications and system management

#### **ENTERTAINMENT**

- Work with designated entertainment booking agents to create, recommend and manage Leavenworth Festival entertainers, to be approved by the Leavenworth Festival City Manager/Office
- Work with designated entertainment booking agents to solidify entertainer contracts, payments and tax requirements

#### **HOSPITALITY MANAGEMENT**

- Facilitate all festival and sponsor hospitality needs and requests
- Develop guest rooming list and coordinate hotel accommodations for entertainers, various staff and VIPs
- Manage transportation plans to and from festival for entertainers, including airport and hotel needs as contracted, as well as co-manage on-site runner
- Coordinate backstage/green room needs according to entertainer riders and festival budget

#### **PERMITTING & LICENSING**

- Work with city representatives for all necessary permits for festival
  - Fire, Noise, Carnival
  - Street Closure
  - Health
  - City and State Liquor
- Obtain and coordinate all permit support documentation including permission letters, tax documents, appropriate fees and all other paperwork

#### **TICKETING, BOX OFFICE & POINT OF SALE (TBD – if VIP/special experience tickets added)**

- Negotiate, select and contract festival and event ticket provider
- Develop ticketing packages, prices and system execution
- Provide content and all information necessary for online ticket sales
- Ticket fulfillment for all festival partners, attendees, and sponsors
- Manage all onsite box office and ticketing operations and equipment

- Oversee festival Point of Sale systems/operations

#### **EMERGENCY PREPAREDNESS**

- Update a public safety plan to include all festival related security and medical needs and coordinate all related entities responsible for executing this plan
- Manage Emergency Incident Coordinator and on-site preparedness plans
- Emergency Action Plan development and distribution in advance and on-site

#### **TRANSPORTATION & PARKING**

- Manage a festival parking and traffic plan and work with all contracted vendors, city, police, etc., to execute and communicate properly
- Manage road closures and communications related to all festival transportation and parking

#### **BAR & BEVERAGE OPERATIONS**

- Oversee all bar and beverage operations
- Create bar layouts and serving operations
- Product orders including soda, water, ice, and cups and distribution of product on-site
- Work with local liquor store to coordinate liquor needs, equipment, and logistics on-site

#### **VENDOR RELATIONS**

- Coordinate, manage and contract with ALL Leavenworth Festival vendors
  - Cash and Carry: Food vendors + Makers Market vendors
  - Decor: Fabrication, Installations, Lighting
  - Hospitality: Transportation, Hotels, Green Room, Backstage
  - Parking and Transportation
  - Power: Generators, Equipment, Distribution
  - Production: Sound, Stage, Lighting
  - Public Safety: Security, Medical, Crowd Control, Weather
  - Site: Fencing, Tents

#### **ON-SITE MANAGEMENT**

- Full on-site event management from setup to tear down
  - \*\*O'Neill Events & Marketing has 2-3 dedicated staff that will oversee the festival. This includes on-site setup on the Thursday before the festival and post-festival on the day after the event. All other staff and volunteer needs will be the responsibility of the festival's budget. As indicated above, O'Neill will oversee and manage these additional positions.*

## Sponsorship Producer

- Develop target sponsor list and festival financial goals for fundraising
- Create general festival sponsorship package and festival overview
- Provide update on prospective sponsor contacts to the Leavenworth Festival City Manager/Office for final approval before solicitation
- Develop, facilitate, and maintain relationship(s) with prospective sponsors
- Create custom festival sponsorship packages based on client needs
- Manage all sponsor contracts and invoicing
- Create a sponsorship wrap up report to distribute to City of Leavenworth and sponsors
- Fulfill all sponsor requirements as established in final contract
  - Marketing materials
  - Signage
  - Logistical needs: Permits, power, etc.
- On-site management for all sponsors, including advance communications, load-in, site needs, load-out

## Marketing Manager

- Develop and manage a festival marketing plan that aligns with budget and brand
  - Yard Signs
  - Billboards
  - Radio & Television
  - Digital
- Work with all marketing vendors (Graphic designers, city communications, etc. – fees not included in O’Neill’s scope)
- Establish and manage media partnerships and media buys
- Write media scripts and commercial scripts as needed
- Provide creative direction and content guidelines with unified marketing team
- Work with unified marketing teams to create coordinated festival content calendar that aligns PR, digital and marketing efforts
  - Eblasts
  - Website
  - Mobile App
  - Media Releases
- NEW\* Update website ongoing with new content, graphics, photos etc.

- NEW\* Manage and oversee social media for the festival
  - Content creation
  - Advertising campaigns
  - Work with the city communications contact to respond to social media inquiries in a timely manner

## **Organization Financial Management (Annually)**

- Manage festival daily accounting needs
- Manage all receivables and payables
- Provide monthly updates on budget to City Manager to
- Assist with sales tax filing
- Manage all festival financial documents to keep organization compliant
- Compile all financial records and supporting documentation for required NPO audits if needed

## **Festival WIFI Network and Onsite IT Support (if needed)**

- Outdoor WIFI distribution setup and equipment rental, including:
  - Routers
  - Wireless access points
  - Antennas
  - Cabling
- WIFI distribution system configuration, installation & support, includes:
  - Sourcing and coordination of landline internet service with neighborhood business
  - Coordinating building access where needed
- Support 3rd party vendors (ticketing, merchant point-of-sale) with onsite IT support and technical troubleshooting
- General onsite technical support for mechanical & electrical issues outside of other vendors' scopes of work
- Supply onsite IT/electrical supply pack for miscellaneous needs that arise onsite

*\*2021 Final cost and equipment determination is based on software demands and final festival footprint. Cost could fluctuate and will be submitted to board for final approval.*

## Project Fee and Compensation

O’Neill Events & Marketing will be compensated in the following manner:

### Festival Event Management

- o \$5,345 per month (11 months)
- TOTAL: \$58,795**

### Financial Management

- o \$227 per month (11 months)
- TOTAL: \$2,497**

### Sponsorship Bonus Compensation

- o City of Leavenworth will pay O’Neill Events & Marketing a 10% bonus on any cash sponsorships.
- o City of Leavenworth will pay all commissions on any sponsorship agreements secured by O’Neill Events & Marketing regarding Camp Leavenworth
- o O’Neill Events & Marketing will bill sponsorship commissions separately from monthly management fee, two weeks after the festival

### Festival Third Party Software Hard Costs

O’Neill Events and Marketing will procure and solidify the following third-party software services:

- o Volunteer Management System - \$800 annually (*estimate*)
- o Sponsorship Management System - \$250 annually (*estimate if utilized*)

*\*Based on 2020 software costs. Subject to change based on final 2021 portfolio of events and customized group rate that is a direct result of our role as a multi-event producer.*

***This concludes the Scope of Works, which is incorporated into the Camp Leavenworth – O’Neill Events & Marketing Contract for Services executed on \_\_\_\_\_.***

***Please sign below to indicate an understanding of this Scope of Work. Any changes to this Scope of Work must be agreed upon by both parties in writing.***

\_\_\_\_\_  
CITY OF LEAVENWORTH, City Manager

\_\_\_\_\_  
DATE

\_\_\_\_\_  
O’NEILL EVENTS & MARKETING, Keli Wenzel, President

\_\_\_\_\_  
DATE



## CAMP LEAVENWORTH FESTIVAL 2021

### Contract for Services

#### Parties

This Contract for Services (hereinafter "Contract") is hereby made between O'Neill Events & Marketing, a Missouri business, and the City of Leavenworth, KS , this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

#### Intent

The above parties desire to enter into this Contract so that O'Neill Events & Marketing can create a year-round home for the annual Camp Leavenworth festival, on behalf of the City of Leavenworth with the understanding that the initial target delivery date for Camp Leavenworth September 24-25, 2021. The attached Scope of Work is incorporated herein.

#### Terms

This agreement shall begin when both parties sign and agree to the scope of work and project details as outlined above and authorizes O'Neill Events & Marketing to proceed and continue until all services are complete and delivered.

Payment Schedule:

\$5,572 due on the 15<sup>th</sup> of each month Dec. 15 – Oct. 15\*

Third party software costs and sponsorship commission billed separately.

## Expiration and Termination

This Scope of Work will be honored for 60 days from the date received. If signature approval is not received within 60 days, this agreement is void and a new agreement must be issued.

The above scope of work and agreement is subject to change if the festival date or venue location changes. Such modifications to festival date or location change, or changes to the scope as defined here, may require additional work not outlined above and result in additional fees to be paid to O'Neill Events & Marketing.

*Termination for Cause:* Either party may terminate this Contract at any time, on written notice to the other party, if the other party breaches any of its material responsibilities or obligations under this Contract and fails to cure that breach within ten (10) calendar days of receipt of written notice of breach.

*Termination for Insolvency:* Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee or custodian is appointed for it.

*Termination by Mutual Agreement:* This agreement may be terminated by the mutual agreement of the parties.

*Termination Fees:* In the event of termination, Client shall pay O'Neill Events & Marketing for the Services performed through the date of termination as well as the work not completed that is listed in the estimate in the amount of a prorated portion of the fees due to the extent work related thereto has been performed. Client shall pay all reasonable and actual expenses, fees and additional costs incurred through the date of termination.

## Notice

Notice to either party under this Contract shall be given by written notice via email and hard copy to the following:

**City of Leavenworth, KS (Camp Leavenworth)**  
ATTN: Paul Kramer  
100 N 5<sup>th</sup> Street  
Leavenworth, KS 66048  
Email: [pkramer@firstcity.org](mailto:pkramer@firstcity.org)

**O'Neill Events & Marketing**  
ATTN: Keli O'Neill Wenzel  
1607 Oak Street  
Kansas City, Missouri 64108  
Email: [keli@oneillevents.com](mailto:keli@oneillevents.com)



## Payment

*(as details in Scope of Work, incorporated herein)*

### **\$58,795 \*Festival Event Management**

- \*Billed at \$5,345 per month December 2020 – October 2021
- TOTAL: \$58,795**

### **\$2,497 \*Financial Management**

- \*Billed at \$227 per month December 2020 – October 2021
- TOTAL: \$2,497**

O’Neill will separately bill pre-approved Camp Leavenworth expenses upon receipt of invoice(s). This includes expenses as detailed in the Scope of Work, and incorporated herein:

- Sponsorship Bonus Compensation
- Festival WIFI Network and Onsite IT Support
- Festival Third Party Software Hard Costs

## Signing Agent

The City of Leavenworth will be fiscally responsible for all payments agreed upon via contract. O’Neill Events & Marketing will act as the Event Director, Event Producer, Sponsorship Producer, Marketing Manager, and agent as record according to the scope of work and will sign contracts and event-related agreements on behalf of the City of Leavenworth as agreed upon.

O’Neill Events & Marketing is simply the contracting agent and will retain no fiscal responsibility for execution of the contracts and/or agreements.

## Indemnification and Liability

It is hereby understood and agreed that O’Neill Events & Marketing will in no case be responsible for any loss, damage or injury to any person or property during the term of this agreement except for acts of its non-negligence or misconduct except for acts of O’Neill Events & Marketing’s negligence or misconduct, or that of its agents, employees, or contractors. It is further agreed by and between O’Neill Events & Marketing and the City of Leavenworth that the City of Leavenworth will protect, indemnify and hold harmless O’Neill Events & Marketing, officers, agents and employees, volunteers, individually and collectively, from any and all claims, suits and/or judgements, including attorney’s fees and other costs of defense of any

said claim and/or suit incurred by O'Neill Events & Marketing, brought by anyone as a result of action or inaction of the City of Leavenworth.

The City of Leavenworth shall effect and maintain adequate insurance coverage (including professional indemnity insurance and event and public liability insurance) to cover all liabilities under the agreement, with a reputable insurer and shall, on O'Neill Events & Marketing's request, produce a copy of the insurance certificate giving details of coverage in the respect of each insurance.

Nothing in these conditions shall operate to exclude or restrict either party's liability for: a) death or personal injury resulting from negligence. b) fraud or deceit. Subject to above terms, the liability of O'Neill Events & Marketing in connection with the agreement whether for negligence, breach of contract, misrepresentation or otherwise, will not extend to any special, indirect or consequential damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the City of Leavenworth has advised O'Neill Events & Marketing of the possibility of those losses, or if they were within O'Neill Events & Marketing's contemplation.

## **Confidentiality**

O'Neill Events & Marketing hereby agrees to keep confidential any non-public information provided by the City of Leavenworth to O'Neill Events & Marketing that is reasonably designated as confidential by the City of Leavenworth. Likewise, the City of Leavenworth hereby agrees to keep confidential any non-public information provided by O'Neill Events & Marketing to the City of Leavenworth that is reasonably designated as confidential by O'Neill Events & Management. Both parties shall take reasonable efforts to safeguard any personally identifiable information, consistent with applicable law. Both parties agree that all representations and warranties made with regard to Confidentiality shall survive the Term of this Contract.

## **Dispute Resolution**

*Negotiation:* Parties agree to attempt to resolve any dispute by negotiation between the parties.

*Arbitration/Mediation:* If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

*Litigation:* In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Kansas. The parties waive any jurisdictional or venue defenses available to them.

*Attorney Fees:* The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

## **General**

*Modification/Waiver:* Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

*Notices:* All notices under this Agreement shall be given in writing either by: (a) Fax or Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or fax, on confirmation of receipt.

*No Assignment:* Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

*Governing Law:* This Agreement shall be governed by the law of Kansas.

*Severability:* If any provision of this Agreement is held invalid or unenforceable, the remainder of this agreement shall remain in full force and effect. Where possible, the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.

*Headings:* Headings used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

*Complete Agreement:* This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.

## Approval

By signing this agreement, the City of Leavenworth agrees to the project details outlined above and authorizes O'Neill Events & Marketing to determine final costs and timelines and proceed with the project.

---

CITY OF LEAVENWORTH, City Manager

---

DATE

---

O'NEILL EVENTS & MARKETING, Keli Wenzel, President

---

DATE

**POLICY REPORT  
CONSIDER THE SALE/TRANSFER OF CITY-OWNED PROPERTY  
505 OTTAWA STREET  
REAL ESTATE SALES AGREEMENT  
JAMES C. MOYERS**

**DECEMBER 15, 2020**

Prepared by:



Carla K. Williamson, CMC  
City Clerk

Reviewed by:



Paul Kramer  
City Manager

**BACKGROUND:**

The City received a request from James C. Moyers to acquire the City owned property located at 505 Ottawa Street. The property is next to the property of his daughter and son-in-law. The request was reviewed by staff. The property was acquired by the City at the 2012 County tax sale for a price of \$200.00.

Mr. Moyers letter indicates that he would like the property deeded to his son-in-law however, since the transaction is between the City and Mr. Moyers the City will transfer the property to Mr. Moyers and he can further deed to his son-in-law after the transfer is complete with the City.

The City Attorney has reviewed the Real Estate agreement and Quit Claim transferring the property to Mr. Moyers. No costs are to be incurred by the City for this transaction.

**RECOMMENDATION:**

Staff recommends the sale of 505 Ottawa Street to James C. Moyers for \$200.00 and authorize the Mayor to sign related documents.

**ATTACHMENT:**

- Letter from James C. Moyers dated December 3, 2020
- Real Estate Sales Contract
- Quit Claim Deed

James C. Moyers  
3716 Stonewall Ct.  
Leavenworth, Kansas 66048

03 December 2020

Carla K. Williamson, CMC  
City Clerk  
City of Leavenworth, Kansas

Subject: Request for Purchase of City Owned Property

Ms. Williamson,

Per our previous conversations, I am requesting the purchase of the City owned property located at 505 Ottawa St. (also known as Lot 30, Block 65 of Leavenworth City Proper) through the use of a quitclaim deed and the price of \$200 plus fees.

I further request that the property be deeded to my son in law,

Gregory D. Clark  
509 Ottawa St.  
Leavenworth, KS 66048

If possible I would like this transaction to be completed before Christmas.

Please feel free to contact me at the above e-mail or phone number for further discussion on method of payment and completion of appropriate documentation.

Thank you.

Respectfully,

*James C. Moyers*

## REAL ESTATE SALE CONTRACT

**THIS REAL ESTATE SALE CONTRACT** (this "Contract") is made as of the last date of signature indicated below (the "Effective Date"), by and between the **City of Leavenworth**, Kansas, a Kansas Municipal Corporation (as "Seller") and **James C. Moyers** (as "Buyer").

### **REAL ESTATE INVOLVED:**

Lot Thirty (30), Block Sixty-five (65), Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas.

Commonly referred to as 505 Ottawa Street, Leavenworth, Kansas

### **CONSIDERATION;**

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows, to-wit:

**PAYMENT OF CONSIDERATION:** The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller the premises and to pay therefore the sum of \$200.00 as follows: Payment in full prior to closing.

**QUIT CLAIM DEED:** Seller will transfer to Buyer at Closing by Quit Claim deed with the property accepted by buyer. Seller makes no warranties, representations or statements about any legal documents, records, files, or information provided to Buyer, nor any physical items and conditions relating to the Property including, but not limited to any environmental conditions on the Property. No agents, employees, brokers or other persons are authorized to make any representations or warranties for Seller. By its execution of this Agreement, Buyer acknowledges that Seller has made no warranties, representations or statements whatsoever concerning any condition or matter relating to the Property, including such matters as title to the Property, legal status of the Property, use of the Property (including, but not limited to, the operation of the Property for Buyer's intended purposes), availability or cost of utilities, or physical condition of the Property. Seller has relied upon this acknowledgment as a material inducement to enter into this Agreement. If this transaction closes and Buyer acquires the Property, Buyer is acquiring the Property "AS IS" and "WHERE IS," and it acknowledges and agrees that it relies upon no warranties, representations or statements by Seller or any other persons for Seller in entering into this Agreement or in closing the transaction described in this Agreement.

**TITLE INSURANCE AND COSTS:** Based on the transfer by Quit Claim deed no title insurance is provided to buyer. No cost shall be incurred by the Seller.

**REAL ESTATE TAXES:** Real estate taxes shall be paid by Seller to date.

**ASSIGNMENT:** Buyer shall not assign this Contract, sell the premises subject to this Contract, or allow any person to take possession of the property, at any time prior to Buyer obtaining title.

THIS CONTRACT is and shall be binding and obligatory upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 15th day of December 2020.

**SELLER:**

**SELLER: City of Leavenworth, KS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

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

**ATTEST:**

By: \_\_\_\_\_

Name: Carla K. Williamson, CMC

Title: City Clerk

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

**BUYER:**

By: \_\_\_\_\_

Name: James C. Moyers  
3716 Stonewall Ct  
Leavenworth KS 66048

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





**ACCEPTANCE BY JAMES C. MOYERS**

Acceptance of the Quit Claim by and between **The City of Leavenworth** of the County of Leavenworth, State of Kansas, (Grantor) and the **James C. Moyers, 3716 Stonewall Ct, Leavenworth Kansas,** (Grantee):

By: James C. Moyers (Grantee)

\_\_\_\_\_  
James C. Moyers

STATE OF KANSAS            )

) SS

COUNTY OF LEAVENWORTH    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020 by James C .Moyers.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

\_\_\_\_\_

REVIEW OF SIDEWALK COST-SHARE PROGRAM

DECEMBER 15, 2020

Prepared by:



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

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

Review the current sidewalk cost-share program.

**BACKGROUND:**

The maintenance of sidewalks within the City of Leavenworth revolves around many related issues. Some key items are:

- Nearly all public sidewalks in the City are on City right-of-way (ROW). This refers generally to street ROW created when the areas were divided into lots, blocks and streets.
- Property owners are responsible for maintenance of the sidewalks abutting their property by state law and City ordinances, even though the sidewalks are public property. This responsibility also applies to grass and weeds and general appearance.

Sidewalks are expensive to construct and can be expensive to maintain or replace. In 1999, the Commission created a cost-sharing program to address these concerns. At that time, the City Commission created an ad-hoc Sidewalk Committee to provide recommendations on sidewalk related issues. The Sidewalk Committee was later upgraded to a formal committee.

The original intent of the cost-share program was to assist property owners repairing or replacing their brick sidewalks with concrete. Property owners often commented on the high cost of replacement being an obstacle. As a result, the program has evolved over time to address new concerns brought forward to include both new sidewalks and the repair of existing sidewalks. The first guidelines for residential cost sharing were created in 2005 (see attached 2005 Guidelines).

Significant funds were set aside for sidewalk construction when the sale tax passed in 2007. The City Commission reviewed the program and increased the participation rate in 2008.

Staff has interpreted requests under the 50/50 guidelines to be part of a "cost-shared" project. Providing of bricks has been interpreted as meeting the City participation guidelines as bricks have a value of between \$1 and \$5 (possibly more). The City will provide "free" bricks for brick sidewalk projects.

The City seeks to include as many requests as possible in this program. Requests for participation in the sidewalk program may be denied because the guidelines were not followed – particularly when no permit was obtained or no inspection is performed during the project.

Another source of concern is that the bricks in the sidewalks are public property in the City Ordinances. The owners are not entitled to keep the sidewalk bricks unless they fund the cost of the new sidewalk. Bricks removed under the 50/50 programs are returned to the City stockpile for use by others on similar projects.

The intent of setting a participation maximum in the 50/50 program was to ensure that the City is paying a reasonable price for concrete work. The application is streamlined and the City relies upon estimates provided by the property owner with little City oversight.

The costs associated with sidewalk replacement continues to rise. Current cost sharing reimbursement costs and replacement costs for the sidewalk, ADA ramp, and curb replacement are listed below. These new costs were obtained from unit prices on City projects, from estimates provided by participants in the cost-share program and discussions with contractors that are involved in this work.

**Current reimbursement rates are (up to):**

Sidewalk - \$2.50 per sq. ft. residential/ \$5.00 per sq. ft. commercial

ADA Ramp - \$1,250.00 per ramp (generally City funded at 100% if at street corner)

Curbing - \$25.00 per lineal foot

**Current actual costs for improvements:**

Sidewalk - \$10.00 - \$15.00 per square foot

ADA Ramp - \$1300 - \$1800 per ramp

Curbing - \$35.00 - \$45.00 per lineal foot

**RECOMMENDATION:**

Staff recommends that the City Commission approve the increase in reimbursement for sidewalk replacement completed within the program guidelines (50/50 Cost Share) to \$5.00 per sq. ft. for residential and \$10.00 per sq. ft. for commercial.

**ATTACHMENTS:**

February 2, 1999 Policy Report 10-99 and minutes

2005 Guidelines flyer

City Ordinance Sec. 102-167

K.S.A 12-1808 State law reference

2017 – 2020 Sidewalk Cost-Share Spreadsheet

2020 Sidewalk Cost-Share Proposal/Invoices (4)

POLICY REPORT PWD #10-99

**SIDEWALK REPLACEMENT POLICY RELATED TO  
1999 RESIDENETIAL SIDEWALK REPAIR CREW, STREET DIVISION**

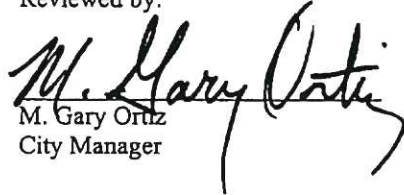
February 2, 1999

Prepared by:



Robert D. Patzwald  
Deputy Public Works Director

Reviewed by:



M. Gary Ortiz  
City Manager

**ISSUE**

Discuss the policy and goals of the 1999 Sidewalk Repair Crew.

**STAFF RECOMMENDATION**

City Commission establish a contractor based 50/50 program for residential sidewalk repair for 1999.

**BACKGROUND**

The Commission approved a residential sidewalk repair crew for the Street Division as part of the 1999 Operating Budget. The Supplemental Request discussed residential sidewalk repair with City personnel. The request did not discuss details of the program. The discussion at budget time indicated that the Commission was interested in a 50/50 split in cost with the property owner.

The Street Division Sidewalk Repair Crew is in addition to the current Service Delivery Contract. The Service Delivery Contract has grouped funding from several sources. The 1999 CIP Sales Tax Budget includes \$30,000 for the Downtown Curb and Gutter Program. The Street Division Budget contains \$63,000 for Small Concrete Repairs. The County Wide Sales Tax also includes a budget of \$100,000 for "Pay As You Go Projects", which have not been designated. The replacement of curbing and sidewalk on major collector or arterial roadway has been discussed as a possible use for this money. The 1998 Service Delivery contract currently underway is for \$226,000. It also includes several funding sources and goals.

The first consideration is to define what type of repairs this program will address. A definition of a small concrete repair should be established. The definition might be as simple as the repair or replacement of sidewalks on public property or could define specific lengths of sidewalk in need of repair.

A definition of sidewalk in need of repair should also be established. Broken walks and trip hazards should be included. The replacement policy of sidewalks with minimal damage or cosmetic defects should be clarified. The type of material utilized for brick walk repair or replacement should be discussed. The amount of funding available for the property owner should be discussed. Large commercial owners could realize this a good deal and utilize the majority of the funding.

The method of payment by the citizen will need to be established. The past policy for alley paving was for the citizen to bring in a request. Staff would measure the area and create an estimate. The citizens in the area would deposit the dollar amount for the estimate with the City Clerk's Office. The work would be placed upon a list and completed as time allowed. A second option would be to not accept money on the front end and allow the repair to be completed. This method would allow an exact dollar value to be established. A letter of agreement or a notice of sidewalk in need of repair would need to be prepared to ensure payment for the work. This method would allow unknowns such and water meters improvements, tree trimming or removal, drain adjustments, and sub-grade improvements to be accommodated.

The scheduling of the work will also need to be addressed. The easiest method is first come, first served. I would also recommend that a limit of the amount of work accepted be established. Staff learned last summer with the brick sidewalk program that production is not always as expected. A moderate schedule should be outlined and only that amount of work accepted. The program could always be rescheduled if production exceeds predictions.

The program as discussed at budget time includes one temporary work leader and two temporary laborers. Personnel expenses are estimated at \$33,500.00. Other expenses are for equipment rental, concrete, gravel, tools, and gasoline. The costs are estimated at \$18,500.00

Staff has also considered reformatting this program. Several options were discussed. One option is to work only on arterial/collector streets with no 50/50 match. A second option is to eliminate the crew and utilize contractors. A third option is delay implementation until the Commission has approved an overall sidewalk plan. If that plan included repair of the sidewalks in the downtown area this funding could be utilized to make significant improvements.

A change to a contractor based program resolves a number of issues. The Street Division Residential Sidewalk program as outlined above does not include all of the resources necessary to support a sidewalk crew. No crew truck, dump truck, or other large equipment item has been budgeted. The staff review of the brick sidewalk program from last year indicates that these items will need to be utilized from the existing equipment fleet. The utilization of this equipment is possible but does create scheduling challenges. Staff has also experienced difficulty hiring qualified temporary personnel over the last several years. A program utilizing contractors could provide business opportunities for small and large contractors.

The program could be based upon the unit prices established by the current Service Delivery Contract. The current price would be divided in half to establish a rebate rate. The rate would be available to property owners that apply for reimbursement for repair or replacement of their sidewalk. The applicant would bring in a sketch of the proposed work. Staff would review the site, confirm the measurements, and establish an amount for reimbursement. The applicant would need to obtain a building permit and follow the established rules for repairing sidewalks already in place through the Building Inspection Department. Upon completion and inspection of the work the applicants would submit a bill for the agreed upon amount and be reimbursed.

The program would solve many of the problems associated with sidewalk replacement. Tree root removal, tree removal, water meter adjustment, and matching existing stairs or drains would be the responsibility of the property owner. The property owner would take more ownership in the project and by working with the contractor directly may be more inclined to continue the improvements onto private property. Issues such as timeliness of the work, traffic control, site clean up, reseeding or sod replacement, landscaping, and product warranty would be property owner responsibility. A program for repair of brick sidewalk could be established.

The City would need to limit the number of applicants with a contractor-based program but the issues of scheduling would not be a consideration. The \$50,000 budgeted would allow for approximately one mile of sidewalk repair or replacement within the City of Leavenworth at a 50% rate. The local contractors may not be able to match the price that the City receives on the Service Delivery bid. The percentage of participation could be adjusted, if necessary, to reflect a Commission desire to cost share to a greater extent or adjust available funding due to participation.

Several other issues concerning sidewalks still need to be discussed. The ordinance outlining sidewalk responsibility in residential, collector/arterial, and downtown has not been discussed. One option may be for the creation of this program is delayed until final policies are established. The available funding could then be directed towards one or more of the needed areas. A significant impact on the improvement of sidewalks in the downtown area in support of streetscape could be made with the available funding.

Study Session  
February 2, 1999  
Page 1

Minutes  
Study Session  
February 2, 1999  
7:00 p.m.

The Governing Body met for a study session, Tuesday, February 2, 1999 at 7:00 p.m. with the following members present: Mayor H. B. Weeks; Commissioners: Ken Bower, James F. Byrne Jr., Bill Johnson and Phil Urban.

M. Gary Ortiz, City Manager, introduced the first agenda item, which was a discussion of the sidewalk replacement policy related to the 1999 residential sidewalk repair crew.

Bob Patzwald, Deputy Director of Public Works, shared with the Commission a sidewalk policy survey that he had conducted with the City of Atchison, Emporia, Lansing, Lenexa, Olathe, Overland Park and Topeka.

Following a discussion, it was the consensus of the Commission that they use contractors rather than City labor. They discussed reimbursement for brick sidewalks to be not more than 50% of the cost to replace a concrete sidewalk with the property owners being responsible for the remainder.

The Commissioners asked that staff prepare an assessment of sidewalk conditions so they could better tell what they were looking at in the way of costs.

Commissioner Bower said he felt downtown sidewalks should be paved City-at-Large with the property owner responsible for maintenance.

Commissioner Johnson said he felt the owners should be responsible for filling vaults.

Commissioner Urban felt that the downtown should be City-at-Large like the arterial and collector streets.

The Commission also asked for an evaluation of downtown sidewalk conditions.

Commissioner Johnson suggested that the sidewalks downtown be constructed with diamond shape granite with the names of historical persons in them.

Commissioner Weeks said cleanliness in the downtown is extremely important. The design of the downtown improvements should be easy to keep clean.

Study Session  
February 2, 1999  
Page 2

Commissioner Johnson suggested that the Commission sit-down with the architect to come up with a consensus as to what the Commission expects from the gateways.

The City Commission asked that the traffic signals at 6<sup>th</sup> Street and Cherokee Street be repaired rather than placing a four-way stop sign at that location.

The Commission decided that on February 16, 1999 there would not be a study session due to the absence of two Commissioners.

There being no further business, the meeting was adjourned by Mayor Weeks.



**CITY OF LEAVENWORTH  
December 2005**

**GUIDELINES**

**SIDEWALK  
REIMBURSEMENT PROGRAM**

The City has a program to assist property owners who repair or replace their sidewalks. The general guidelines of the program are shown below. Qualifying projects are eligible for 50% reimbursement to the owner.

1. Request City participation in advance of construction
  - Include a description of the work to be done and a cost estimate
2. Obtain a permit and necessary inspections
3. City only participates in sidewalk construction NOT drive entrance expenses
4. Costs must be within the range of prices paid by the City on similar projects

The current reimbursement is up to one half of \$3.56 sq. ft.

A paid invoice needs to be submitted for approval before the City can process your request for reimbursement.

Any questions, contact the Public Works Department at 913 684-0375.

LEAVENWORTH CODE

STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

**Sec. 102-167. Repairs by owner or city.**

It shall be the duty of the owner of the abutting property to keep the sidewalk in repair, but the city may, after giving five days' notice to the owner or agent, if known, of the necessity for making

repairs, and without notice if the lot or piece of land is unoccupied, make all necessary repairs at any time. Such repairs shall be done and the cost thereof assessed against the lot or piece of land abutting on the sidewalk so repaired as may be provided by law.

(Code 1978, § 32-40)

State law reference—Similar provisions, K.S.A. 12-1808.

1-2

**12-1808:** Repairs by owner or city; notice; special assessments; **payment from general fund or general improvement fund**, when. It shall be the duty of the owner of the abutting property to keep the sidewalk in repair, but in cities of the third class no formality shall be required for the repairing of a sidewalk by the city and such repairs may be made without notice to the abutting property owner; and in cities of the first and second class the city engineer, or city clerk, may, after giving five days' notice to the owner or his or her agent, if known, of the necessity therefor, and without notice if the lot or piece of land is unoccupied, make all necessary repairs at any time. Repairs may be made by force account or by contract and an account of the cost thereof shall be kept and reported to the governing body.

The city shall by ordinance levy a special assessment against the lot or piece of land abutting on the sidewalk so repaired for the cost of repairs, and if the abutting property owner does not pay the assessment within thirty days, upon the city clerk mailing to the owner or his or her agent, if known, a printed or written notice of the amount of such repairs, the full amount shall be certified by the city clerk to the county clerk to be put on the tax rolls for collection like other taxes. The temporary financing of repairs may be borne by the city out of the fund for maintaining streets or out of the general fund or general improvement fund. In cities of the first class having a population of more than sixty thousand and less than ninety thousand, the cost of repairing sidewalks may, in the discretion of the governing body, be paid from the general improvement fund of the city when the costs of such repairs do not exceed three thousand dollars in any one calendar year, and no assessment shall be levied.

**History:** L. 1941, ch. 103, § 8; June 30.

**City of Leavenworth Sidewalk Cost-Share Program**

Year	No.	Address	Square Footage	Date	Amount
2017	1	1108 S. Broadway	310	April	\$ 775.00
	2	1308 Broadway	280	September	\$ 700.00
	3	230 Cherokee (Pullman's)	492	May	\$ 1,230.00
	4	417 N. Esplanade	135 (ADA) & 375	October	\$ 3,437.50
	5	320 S. 7th St.	700	October	\$ 1,750.00
	6	2800 S. 14th St.	328	November	\$ 820.00
<b>TOTAL</b>					<b>\$ 7,937.50</b>
2018	1	938 W. 7th Street	135+ADA (\$337.50+\$1,250)	April	\$ 1,587.50
	2	521 Linn Street-Sacred Heart Parish	410	June	\$ 1,025.00
	3	417 N. Esplanade	2 ADA+3 Sidewalks (\$2,500+937.50)	July	\$ 3,437.50
	4	520 Seneca	119	August	\$ 297.50
	5	607 N. 12th	200	September	\$ 500.00
<b>TOTAL</b>					<b>\$ 6,847.50</b>
2019	1	628 Kiowa	269.5	January	\$ 1,923.75
	2	1715 Pawnee	40 + 10 ft curb	June	\$ 350.00
	3	520 Chestnut	205	August	\$ 512.50
	4	3131 Lakeview	132	September	\$ 330.00
	5	225 Delaware (Theater)	998sf + 105lf	November	\$ 7,615.00
<b>TOTAL</b>					<b>\$ 10,731.25</b>
2020	1	810 N. 9th Street	122 sf	January	\$ 305.00
	2	101 S. 4th Street	876 + ADA ramp	April	\$ 5,940.00
	3	217 N. Broadway	312	July	\$ 780.00
	4	912 Ottawa	210 sf	October	\$ 585.00
	5	824 Dakota	150 sf	October	\$ 375.00
	6	620 Kiowa	321 sf + 59lf	November	\$ 2,267.00
<b>TOTAL</b>					<b>\$ 10,252.00</b>

(As of 17 Nov 20)

	\$ 7,937.50
	\$ 6,847.50
	\$ 10,731.25
	\$ 10,252.00
<b>Four-Year Total</b>	<b>\$ 35,768.25</b>
	\$ 7,937.50
	\$ 6,847.50
	\$ 10,731.25
	\$ 10,252.00
<b>Average</b>	<b>\$ 8,942.06</b>

Henry Contracting LLC  
 28860 183rd  
 Leavenworth, Kansas 66048  
 (913) 306-1563, 2012  
 June 212020

Kyle Schroeder  
 217 N. Broadway  
 Leavenworth, Kansas 66048

**PROPOSAL**

**New concrete sidewalks**

Scope of work: City sidewalks

- Remove and replace 52lf of 6' wide City sidewalk using the cost sharing plan. 312sf
- All concrete will be City approved mix design, 4" thick.

Scope of work: Homeowner sidewalk to the street

- Remove and replace 12' x 5' section of sidewalk from City sidewalk to the curb. 60sf
- Homeowner will be responsible for backfilling.

Cost: Homeowner sidewalks

- R/R homeowner sidewalks \$480.00

Cost: City sidewalk

- Permit \$15.00
- 312sf \$2496.00

Total: \$2991.00

Cost sharing program

- City responsibility \$2.50/sf of 312sf City sidewalk only \$780.50
- Homeowner responsibility \$2991.00 – \$780.00 \$2211.00

Proposal will need to be taken down to City Hall and approved.  
 When work is completed Invoice must be paid in full and signed by contractor then will be taken to City Hall and checks are usually mailed out in 2-3 weeks.

# Contract

---

10/6/20

This contract is between:

Hershel Lincoln  
1908 Shawnee  
Leavenworth KS. 66048  
913-683-0029

and

Ron Wilkerson  
1703 Remington Ct.  
Leavenworth KS. 66048  
913-238-2124

Job address: 824 Dakota  
Leavenworth, KS. 66048

Contractor to supply labor to complete the following:

Side walk

- Remove the front brick sidewalk and haul away
- Grade the new sidewalk with a layer of gravel
- Pour a new concrete sidewalk 5' x 30' 4" thick per city code
- Owner to supply city permit

Total: \$2,300.00

Terms: \$1,200.00 to start *paid 10/6/20 RW*  
\$1,100.00 upon completion



---

Hershel Liken



---


Ron Wilkerson

Service First Remodeling LLC  
 400 Shawnee Suite B  
 Leavenworth, KS 66048  
 (913)306-5751  
 bryan.servicefirst@gmail.com

# Estimate

ADDRESS  
 Apex Properties LLC  
 810 N 9th  
 Leavenworth, KS 66048

ESTIMATE # 1008  
 DATE 08/15/2019

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
08/15/2019	Concrete	Remove and replace concrete sidewalk on the city right of way that has been damaged by tree roots. Side walks are 8'x4' & 18' x 5'. 	122	15.00	1,830.00
08/15/2019	Concrete	Remove and replace concrete sidewalk leading from top of steps from city sidewalk to the bottom of house steps.	1	740.00	740.00

TOTAL **\$2,570.00**

Accepted By

Accepted Date

32'  
 90  
 ---  
 122'



Dustin - 3-306-1354

"Quality name in concrete construction."

Proposal

May 22, 2019

Shawnee Plaza  
Attn: Angie  
101 S. 4th St  
Leavenworth, KS 66048

Re: City sidewalk, ADA panels, curb sections

**Proposed Work Operations:**

We will furnish all labor, material and equipment to complete the following work;  
Remove and replace sidewalk sections, ADA ramps (x3), and curb:

- 1) ADA ramp with new 5-ft ADA panel per code, 7-ft x 10-ft ramp,  
10-ft of 2-ft wide curb  
16-ft of 2-ft sidewalk section
- 2) 14-ft x 2-ft sidewalk section
- 3) 16-ft x 2-ft sidewalk section
- 4) 6-ft x 2-ft sidewalk section
- 5) 6-ft x 2-ft sidewalk section
- 6) 14-ft x 2-ft sidewalk section
- 7) 5-ft x 2-ft sidewalk section
- 8) 36-ft x 2-ft sidewalk section
- 9) 42-ft x 2-ft sidewalk section
- 10) 52-ft x 2-ft sidewalk section
- 11) 35-ft x 2-ft sidewalk section
- 12) 29-ft x 2-ft sidewalk section
- 13) 42-ft x 2-ft sidewalk section
- 14) 6-ft x 4-ft sidewalk section
- 15) 40-ft x 2-ft
- 16) 11-ft x 2-ft ADA sidewalk with new 5-ft ADA panel
- 17) 11-ft x 7-ft ADA sidewalk with new 5-ft ADA panel
- 18) 7-ft x 5-ft sidewalk section

Total sq ft of sidewalk sections to be replaced- 674 sq ft.

see next sheet - 202 sq ft. added

City Concrete Mix Req. - 4K Granite or Trap Rock Aggregate

\* CAST IRON ADA PANELS REQ. - REQ

---

773 Seneca Street • Leavenworth, Kansas 66048

W.P. REQUIRE A KDOT PERMIT



**POLICY REPORT PWD NO. 20-57**  
**REVIEW PROPOSED CHANGES TO THE LEAVENWORTH CITY CODE REFERENCING**  
**STORMWATER DETENTION, RETENTION,**  
**AND STORMWATER TREATMENT FACILITY MAINTENANCE**

**December 15, 2020**

Prepared by:



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

Reviewed by:



Paul Kramer,  
City Manager

**ISSUE:**

Staff is proposing changes to the City Code to facilitate stormwater detention, retention and stormwater treatment facility maintenance, repair, replacement, inspection, reporting, and remedies for the failure to maintain the improvements to comply with their design and/or current code standards.

**BACKGROUND:**

On October 23, 2019, the Kansas Department of Health and Environment (KDHE) issued the City a new Kansas Water Pollution Control Permit and Authorization to Discharge stormwater under the National Pollutant Discharge Elimination System (NPDES). This permit is effective for 2020 - 2024. A major component of the new permit was the upgrade of the existing Stormwater Management Program (SMP).

On October 27, 2020, the Commission approved the updated Stormwater Management Program for 2020-2024. The SMP is intended to guide City efforts to address the "Minimum Control Measures" outlined in the new permit. The new permit contains six statutory areas known as "Minimum Control Measures" (MCM). Specific Control Measures include "Illicit Discharge Detection and Elimination", "Construction Site Stormwater Run-off Control", "Post-Construction Stormwater Management in new development and re-development projects, and "Pollution Prevention and Good Housekeeping". The matter of stormwater detention, retention, and stormwater treatment on properties falls into these sections.

A key item within the approved City SMP is that the City establish a mechanism to regulate the many locally (City) required facilities and structures constructed to meet water quality improvements for discharges into the City stormwater system. Construction of detention, retention facilities and other water quality features in new and re-development projects is an accepted practice throughout the country. City staff has worked over at least the last 10 to 15 years to require these facilities in all public and private new and re-development projects.

The maintenance of the facilities has been a continual problem throughout the City. The pollutant-laden waste created by the improperly maintained facilities leads to the following issues (among others):

- Failure of the detention or retention facility to store the designed amount of stormwater run-off and/or hold the stormwater run-off for the designed period of time.
- Allows pollutants in the stormwater to flow into the adjacent stormwater piping system or creeks.
- Creates a situation that increases the amount of pollutants that flow into the adjacent stormwater piping system or creeks.

These situations besides being unsightly, possibly odorous and creating a health hazard for the public, are a “non-compliance” issue with the City NPDES Permit.

To combat the issues regarding the maintenance of these facilities, staff is proposing the implementation of a more aggressive approach to the monitoring/inspection, repair, certification, and reporting for Stormwater Treatment Facilities (STF). The current voluntary effort began after the EPA inspections of City programs in 2012. Besides the physical inspections by City staff, the City implemented a record-keeping program by owners.

The City sends out a letter annually reminding establishments of the need for annual facility inspections and requesting a copy of their inspection report. These records are also reviewed during periodic inspections by City staff. The responses regarding records are mixed at best.

City expectations for these reports is pretty basic. Most large buildings, projects or companies have a contract with a service company that inspects the ponds/structures, removes excess trash/debris, addresses any excess or lack of vegetation and submit a report. Smaller installations often require only an annual inspection, removal of any accumulated trash, vegetation maintenance (typically mowing) and similar activities. Some locations are designed to direct runoff over grassy areas. A simple letter identifying that these activities have been completed is generally sufficient.

Some of the STF owners will fill out the inspection report appropriately as we have requested and submit it annually. Many other owners:

- Do not respond at all.
- Do not address maintenance until there is a problem. This occurs in both large and small STFs.

Staff is proposing that the regulations be changed as follows:

1. Require an annual Operation and Maintenance Report for each STF.
2. Owner provide specific requirements for the maintenance and annual inspection of the STF and associated devices for review and approval by the City.
3. Require a three-year certification for each STF. The certification shall provide the assurance that the facility is fully functional in accordance with the approved plans and specifications and as-built drawings as required for the development or as determined by the Director of Public Works. This is intended for larger institutional installations.
4. Stipulate the enforcement actions and fines for facilities that fail to obtain a permit, fail to maintain their facilities, fail to provide credible evidence of routine maintenance, or fail to clean up an illicit discharge as required.

Proposed enforcement actions include:

1. Pursuing action under the "Nuisance" or other appropriate section of the City Codes.
2. Revocation of the STF permit.
3. City initiated repairs of the STF and assessed fees to the owner for the costs incurred for the cleanup, repair, replacement, or abatement of an illicit discharge from the facility or device.
4. Impose a late fee for the failure to renew the annual permit for the STF (which would also include submittal of maintenance records).

A draft of the proposed changes which is attached to this policy report. The Municipal Code has been re-codified since this was prepared and the section numbers are different today; however, the language within them remains the same. Key items are shown below:

- \$100 per month for failing to submit maintenance log
- \$500 per month for failing to submit three-year certification
- \$250 per day for failing to abate any nuisance or hazard, or the failure of any owner to make any repairs and/or modifications within the specified time

Staff will continue to work on developing the final version of the proposed code changes. After any changes proposed by the Commission, staff would prepare a final draft for review at a regular meeting. It would then be appropriate to place this in ordinance form for first consideration.

It is expected that the City would begin implementing the various changes in 2021.

It is important to note that the City has several facilities that fall under these requirements. They range from large projects such as the Eagles Pond and trash collecting systems installed on Thornton Street to the "water quality inlets" installed in the parking lot west of City Hall. Besides general maintenance of vegetation and trash, there may be a need to periodically replace the special soil mixtures placed underground on the water quality inlets and along pipelines such as recent project running north /south between Broadway and 7th Street. The City will be expected to meet these same requirements as other systems.

**ATTACHMENTS:**

Proposed Changes to City Code Section for "Stormwater Management"

## Recommended Changes to the City of Leavenworth City Code

### Chapter 103 Stormwater Management,

Add the following;

#### Article II. Stormwater Detention and Retention, Stormwater Treatment Facilities (STF)

##### Sec.103-11. – Definitions.

In addition to the words, terms, and phrases elsewhere defined in this Chapter, the following words, terms, and phrases, as used in this Article, but only for the purpose of this Article, shall have the following meanings:

- (a) Berm – is a barrier constructed of compacted earth or other material that is generally intended to restrict or direct the flow of water. Berms are relatively low in height (typically 1 to 2 feet) and have slopes not exceeding a 3:1 ratio.
- (b) Best Management Practice (BMP) – a practice that is suitable for treating pollutants in stormwater runoff and/or reducing the volume of runoff. BMP's may include changing a cultural practice, such as reducing the amount of fertilizer used; or a structural practice, such as a water harvesting system to collect, convey, and utilize water that would have run off the area. BMP's are sometimes referred to as Stormwater Control Measures(SCM's), Stormwater Treatment Facility (STF).
- (c) Biofiltration – refers to the use of plants and other biological materials to enhance filtration of water into the soil.
- (d) Bioretention – is the process of collecting stormwater in a treatment area consisting of soil and plant materials to facilitate infiltration and remove sediment and other contaminants through the physical, chemical, and biological process.
- (e) Bioretention Area – a shallow depression in the landscape that is designed to capture and infiltrate stormwater runoff in a short period of time (typically 12 to 48 hours) also called basin or garden.
- (f) Catch Basin –a depressed area through which runoff enters a bioretention cell or other water control structure. They are used to catch sediment or other pollutants before the water discharges from the basin into the structure. Could be an underground vault, accessible from ground level, that catches trash and sediment before the runoff enters the drain system.
- (g) Constructed Wetland – a manmade basin that contains slowly moving surface or subsurface water, a substrate of soil, gravel, rock, organic materials, etc., water-tolerant plants, and organisms similar to those found in natural wetlands. The systems are designed to provide water quality improvements similar to their naturally occurring counterparts.
- (h) Detention Basin (Dry) – a structure into which stormwater runoff is directed, held for a period of time, and slowly released to a surface water body. Is NOT designed to permanently contain water, can be used to improve water quality, and/or may be used to decrease downstream peak flow rates.

- (i) Detention Basin/Retention Basin (Wet) – a stormwater control structure with a permanent pool of water into which stormwater runoff is directed.
- (j) Engineered Soil – an engineered soil or growin media that has been formulated with specific components for a specific purpose or application to improve drainage and plant growth.
- (k) Filter Strip – vegetated areas used to reduce stormwater runoff velocity, filter out pollutants, and enhance filtration.
- (l) Hardscape – the man-made features of a landscape constructe of concrete, masonry, wood, or other non-plant materials.
- (m) Hydraulic Retention Time – a measure of the average amount of time required for water to pass through a stormwater treatment process or structure.
- (n) Impervious Surface – any surface or ground cover that has very limited or no capacity to absorb and/or infiltrate water.
- (o) Infiltration – the process of water moving into the soil from the surface. (Not percolation)
- (p) Infiltration Basin – a shallow impoundment designed to infiltrate stormwater runoff into the soil. They do not release water except by infiltration, evaporation, or emergency overflow.
- (q) Level Spreader – a water control device designed to create sheet flow across a landscape area rather than a concentrated flow. Typically a trench perpendicular to a slope that fills with runoff water then overflows down a hill at a slowed rate, spreading out along the entire length of the trench.
- (r) Media Filter – made out of sand, peat, shredded tires, foam, crushed glass, geotextile fabric, or other material, and is used to remove solids or other contaminants from stormwater.
- (s) Native Plants – plants which occurred in an area before disturbance by humans. They are adapted to the climate, pests, soil, and other conditions in their native region.
- (t) Outfall – the point where runoff water exits a drainage system and discharges into a receiving waterbody or municipal stormwater system.
- (u) Percolation – the flow of water within the soil profile once it has moved through the soil surface.
- (v) Permeable, Pervious, Porous Pavement – pavement constructed of materials and by methods that allow water and air to move through the pavement into the underlying soil or storage material.
- (w) Rain Garden – a shallow landscape depression designed to capture, usually 12 to 48 hours, and treat stormwater runoff. Plants and soil facilitate the infiltration and pollutant removal.
- (x) Swale (Dry or Wet) – a broad, shallow, gently sloped channel for conveying stormwater runoff, often lined with vegetation, compost, rip-rap, or other material used to slow runoff velocity, trap pollutants/particulates, and promote infiltration.
- (y) Underground Detention –an underground storage system, vault, and/or piping system used to store stormwater to eventually infiltrate into the sub-grade.

Section 103-12 Annual Reporting

- A. On or before December 31 of each year, the landowner, person in-charge, firm, and/or corporation responsible for the maintenance of each Stormwater Treatment Facility (STF), shall furnish to the Director of Public Works or his/her designee, a report listing all maintenance tasks completed during the prior year to include, but not limited to, silt removal, litter removal, other debris and/or undesirable vegetation removal, grass cutting, replacement of landscape and vegetation, replacement and/or repair of structure items, including underdrains, overflow structures, and storm drainage pipes.

Section 103-13 City Inspection of Stormwater Treatment Facilities (STF)

- A. Inspection Program - The City may establish an inspection program, including but not limited to;
  - 1. Routine inspections;
  - 2. Random inspections;
  - 3. Inspections based upon complaints or other notice of possible violations;
  - 4. Inspections of drainage areas identified as sources of higher than typical Pollutants, Sediment, or other contaminants;
  - 5. Inspections of businesses or industries of a type associated with higher than usual discharges of Pollutants or other contaminants, or associated with discharges of a type that are more likely than the typical discharge to cause violations of the NPDES permit or other Federal or State water quality or sediment control standard;
  - 6. Joint inspections with other agencies inspecting under environmental or safety laws. Such inspections may include, but are not limited to:
    - (a) reviewing maintenance and repair records;
    - (b) sampling discharges, water bodies, groundwater, and material or water in drainage control facilities; and
    - (c) evaluation of the condition of drainage control facilities and other stormwater treatment practices.
- B. Right of Entry – When any STF is installed on private property or when any new connection is made between private property and a Municipal Stormwater Drainage System, the landowner shall grant to the City, in a manner and form acceptable to the Director of Public Works, the right to enter property at reasonable times and in a reasonable manner for the purpose of an inspection. This includes the right to enter property when there exists a reasonable basis to believe that a violation of this Chapter is occurring or has occurred and to enter when necessary for abatement of a public nuisance or correction of a violation of this Chapter.
- C. Records of Installation and Maintenance Activities – The landowner or party responsible for the operation and maintenance of STF's shall make records of the installation and of all maintenance and repairs, and shall retain all maintenance/repair records for at least five (5) years. These records shall be

available to the Director of Public Works, or designee, during inspection of the facility and at other reasonable times upon request.

- D. Failure to Maintain Practices – If the landowner and responsible party fail or refuse to meet the requirements of this Chapter, Right of Entry Covenant or Agreement, and/or complete the annual reporting to the Director of Public Works or designee, the Director is authorized to exercise the enforcement measures identified in Section 103-21 of this Chapter.

#### Section 103-14 Facility Maintenance

- A. Maintenance Responsibility – The landowner on whose land an STF has been constructed pursuant to this Chapter, and any other person or agent in control of such land, shall maintain the STF in good condition and in compliance with the original plans and specifications for construction and operation, and promptly repair and restore all grade surfaces, walls, drains, dams and structures, vegetation, Erosion and Sediment control measures, and other protective devices. Such repairs or restoration and maintenance shall be in accordance with the Agreement and the Maintenance Plan, construction plans and report accepted by the Director of Public Works and any amendments thereto.
- B. Maintenance Schedule – A maintenance schedule shall be developed for all STF's and shall state the maintenance to be completed, the time period for completion, and who shall perform the maintenance. The maintenance schedule shall be included in the Report, which has been accepted by the Director of Public Works in writing, and shall be followed by the landowner and responsible parties.

#### Section 103-15 Dedicated Tracts and Easements

All STF's shall be located in a separate tract dedicated for this purpose; provided, however, if the STF serves lands from only one lot and is located on the lot served, then the STF may be located within an easement dedicated for this purpose. In all cases, the tract or easement shall adjoin a public right-of-way or shall include provisions for access from a public right-of-way to the STF for the benefit of the landowner, legally responsible for the facility for maintenance, and the Director of Public Works or designee for the periodic inspection of the STF. The use of and restrictions placed on all such tracts and easements shall be binding on subsequent landowners on which the STF is located. Whenever possible, a dedicated tract or easement shall be made part of a final plat recorded at the Leavenworth County Register of Deeds. However, whenever it is not possible or practical as determined by the Director of Public Works, an easement shall be recorded by the landowner at the Leavenworth County Register of Deeds and a recorded copy provided to the City.

#### Section 103-16 As-built Plans, STFs

Prior to the Director of Public Works issuing a written notice of acceptance, the landowner shall submit an as-built plan showing in detail all construction changes from the accepted plans, and furnish certification by a Professional Engineer to the Director of Public Works, that the materials and construction of the STF's fully comply with the plans, report, specifications, and the provisions and intent of this Chapter, and that the STF is fully functional.

Prior to the refunding of any performance surety, the City must receive and accept the as-built plans and certification. For developments not requiring a performance surety, the certification and as-built plans shall be received and accepted prior to the issuance of a Certificate of Occupancy for a building served by the STF or final acceptance of the public improvements that are served by the STFs.

#### Section 103-17 As-built Plans and Certification, Detention Facility

Prior to the Director of Public Works issuing a written notice of acceptance, the developer shall submit an as-built plan showing in detail all construction changes from the accepted Stormwater Detention plans and specifications, and furnish certification by a professional engineer to the Director of Public Works that the stormwater detention facility has full storage capacity and all inlet and outlet structures are fully functional.

#### Section 103-18 Facility Maintenance

Maintenance of a stormwater detention facility shall include, but not be limited to the clearing and removing of debris, cutting vegetation, repairing eroded areas, removing accumulated silt, maintaining structural facilities and be according to written policy, checklist or other guidance approved by the Director of Public Works; and shall be the joint and several responsibility of the following:

- A. The landowner of the property on which the stormwater detention facility is located; and
- B. Persons who are obligated or directed to construct or maintain the stormwater detention facility through agreement, or as a condition of a preliminary or final plat, development plan approval, site plan approval, plat approval, permit approval, or deed restriction.

The maintenance obligations provided by this Chapter may be enforced jointly or severally against those persons identified in this section through the assessment of restitution and reimbursement of all costs of any abatement, including administrative fees, materials, personnel, as provided by this Chapter 103. If the assessment for such costs is unpaid after thirty (30) days from the date of billing, the City Clerk, at the time of certifying City Taxes, shall certify such costs to the County Clerk to be collected by the County Treasurer and paid to the City and collected in the same manner as City taxes are collected and paid, with instructions to extend the same on the tax roll of the County against the property upon which the stormwater detention facility is located,



the property of the development , or the property of the homeowner’s association for which the individual property owners of the development are responsible.

Nothing in this section shall limit the City’s right to pursue collection both by levying a special assessment and in any other manner authorized by this Chapter.

#### Section 103-19 Certifications

- A. Annual Certification - On or before December 31 of each year, the landowner, person in-charge, firm, and/or corporation responsible for the maintenance of each Stormwater Detention Facility, shall furnish to the Director of Public Works or designee, a report listing all maintenance tasks completed during the prior year to include, but not limited to, silt removal, litter removal, other debris and/or undesirable vegetation removal, grass cutting, replacement of landscape and vegetation, replacement and/or repair of structure items, including underdrains, overflow structures, and storm drainage pipes. Those persons responsible for the maintenance of a Stormwater Detention Facility shall be jointly and severally responsible for the timely preparation and delivery of the annual certifications for such Stormwater Detention Facility. The maintenance certification shall be according to written policy, checklist, or other guidance approved by the Director of Public Works.
- B. Third Year Certification – Every three (3) years on or before December 31, a certification shall be provided by a professional engineer licensed in the State of Kansas to the Director of Public Works, that the facility has full storage capacity and all inlet and outlet structures are fully functional in accordance to the approved plans and specifications and as-built drawings as required for development or as determined by the Director of Public Works.

#### Section 103-20 Correction of Existing Conditions

Except as herein provided, all existing obstructions, dams, diversions, construction of any kind, deposits of debris, fill, sand, stone or other solid materials or other alterations or diversions of the natural flow of water or the intensity or quantity of flow, through, across or to any stream, pond, ditch, culvert, watercourse or Stormwater Drainage System in the floodplain districts or any other area of the City which:

- A. Causes the inundation of real property and/or buildings on other premises; or causes soil erosion, or danger to health, injury and destruction of property; or
- B. In the determination of the Director of Public Works constitutes an undue burden upon or hampers the proper present or future course of development of the aforesaid drainage system; or
- C. In the determination of the Director of Public Works presently constitutes or in the reasonably foreseeable future will constitute a danger or hazard to the well-being, safety or general welfare of the residents of the City or any property located therein.

Shall be removed or corrected by the owners of the premises upon which obstructions, dams, diversions, construction, deposits, or other alterations of the natural flow of

water are situated, within a period to be set by the Director of Public Works, not to exceed sixty (60) days after written notice to remove or correct the same.

#### Section 103-21 Abatement of Nuisances and Hazards

In addition to the penalties provided by this Article, when the Director of Public Works determines there exists a condition or act prohibited by this Article, the Director of Public Works may, in his or her sole discretion, take whatever action he/she deems necessary to immediately abate the nuisance or hazard to protect the safety of persons or property, and the City may be reimbursed from any surety, escrow account, or letter of credit, required by this Article, and/or may assess, to the property where the violation has been identified by the Director of Public Works, all costs of the abatement, including administrative costs, materials, and personnel, to the person who commits, permits, maintains, directs, or authorizes the nuisance or hazard in violation of this Article.

The Governing Body hereby delegates to the Director of Public Works or designee the duty of determining when a violation of this Article exists. This determination shall be made in written form by the Director of Public Works, acting on behalf of the Governing Body, and the Director of Public Works may proceed to abate and assess the nuisance.

#### Section 103-22 Failure to Comply with Order

No person shall intentionally impede or obstruct the Director of Public Works or his designee from the lawful performance of duties or activities related to the enforcement of this Article or abatement of violations, through the use of restraint, coercion, intimidation, or by force, violence, or threat thereof. No person shall intentionally disregard an Order of the Director of Public Works or his designee, to immediately cease and discontinue a condition or act prohibited by this Article, or fail to take any action necessary to immediately abate and/or remedy the conditions prohibited by this Article as required by the Director of Public Works.

#### Section 103-23 Additional Persons responsible for Compliance

In addition to the person who commits, permits, maintains, directs, or authorizes, a violation of this Article, additional persons responsible for compliance with this Article shall include, jointly and severally;

- A. The owner or occupant of the property upon which a violation or an illicit connection or discharge occurs;
- B. The person who submits or to whom a Building Permit or NPDES Permit is issued that relates to the property upon which a violation or an illicit connection or discharge occurs;
- C. Any person who participates in a violation or an illicit discharge or illicit connection as prohibited by this Article

### Section 103-24 Penalties

Any person violating any of the provisions of this Article shall be guilty of a Class C Offense. The imposition of a penalty shall not prohibit any action by the Director of Public Works to enforce compliance, prevent a violation, or remedy a violation, nor shall it prohibit the Director of Public Works from imposing liens or assessments necessary to remedy a violation of this Article. In addition to the imposition of a penalty, the Court may assess restitution and reimbursement of all costs of any abatement, including administrative, materials, and personnel, to the person who commits, permits, maintains, directs, or authorizes a violation of this Article.

\$100.00 per month for failing to submit maintenance log

\$500.00 for per month for failing to submit 3-year certification

\$250.00 per day for failing to abate any nuisance or hazard

# Detention Basin Inspection

Basin Address and Location: \_\_\_\_\_

Owner Name and Address: \_\_\_\_\_

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

Inspected By: \_\_\_\_\_

	Y	N	N/A	Last Maintenance Date
Are inlet/outlet structures free of debris, trash, sediment, and leaves?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Repairs/Comments: \_\_\_\_\_

Is rip rap in place and free of sediment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
---	--------------------------	--------------------------	--------------------------	-------

Repairs/Comments: \_\_\_\_\_

Are embankments and structures free of trees?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
---	--------------------------	--------------------------	--------------------------	-------

Repairs/Comments: \_\_\_\_\_

Are embankments and structures damaged or eroded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
---	--------------------------	--------------------------	--------------------------	-------

Repairs/Comments: \_\_\_\_\_

Is the facility mowed and free of trash?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
--	--------------------------	--------------------------	--------------------------	-------

Repairs/Comments: \_\_\_\_\_

Is there excess sediment in the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
--	--------------------------	--------------------------	--------------------------	-------

Repairs/Comments: \_\_\_\_\_

Is the trickle channel damaged by erosion?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
--	--------------------------	--------------------------	--------------------------	-------

Repairs/Comments: \_\_\_\_\_

Is the out flow of water causing damage to adjacent property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
---	--------------------------	--------------------------	--------------------------	-------

Repairs/Comments: \_\_\_\_\_

Is there exposed soil with no vegetation growing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
---	--------------------------	--------------------------	--------------------------	-------

Repairs/Comments: \_\_\_\_\_

Is the facility draining properly according to as built plans?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
--	--------------------------	--------------------------	--------------------------	-------

Repairs/Comments: \_\_\_\_\_

**Policy Report**  
**COVID-19 Relief Small Business Grant Program Update**  
**December 15, 2020**

Prepared By:

  
Taylour Tedder  
Assistant City Manager

Reviewed By:

  
Paul Kramer  
City Manager

**BACKGROUND:**

At the November 24<sup>th</sup> Commission Meeting, the governing body provided consensus for staff to launch the COVID-19 Relief Small Business Grant Program. On November 25<sup>th</sup> the grant program was launched and promoted through social media, press release, The Leavenworth Times, Main Street, the Chamber of Commerce, and sent out to my mailing list of business contacts.

We've had high interest in the program, and as of the last review of grants, on December 9<sup>th</sup>, we awarded 32 grants totaling \$116,750. Many inquiries and several rejected applications were from businesses open less than two years. These businesses have been able to show demonstrated losses and reductions in revenue, especially those that have been in business a year or more. Several startups occurred in November 2019 – February 2020 as well.

City staff are proposing opening the relief grant to businesses open before March 1, 2020. The grant would offer up to a \$2,500 one-time grant to businesses open less than two years to help offset business expenses and/or revenue loss incurred due to COVID-19. The grants would come from the current allocation of \$250,000 for the grant program. Applications will continue to be reviewed on a weekly basis and awarded based on need. Simplicity in the information required through the fillable secure online application will continue to allow funds to be distributed quickly and efficiently.

To be eligible for a grant, the requirements will remain the same, a for-profit small business must:

- Be located in the corporate City-limits of Leavenworth.
- Have 1 - 50 employees (Employee roster must be uploaded for verification).
- Have documented expenses from Mar 1-Dec 30, 2020 and/or documented revenue loss for Mar 1-Oct 31, 2020 versus Mar 1-Oct 31, 2019 (projections for recent startups) totaling at least \$2,500 directly related to COVID-19.
- Expenses or revenue losses that have been reimbursed from other relief funding sources (i.e. PPP, EIDL, HIRE Fund, CDBG, County Relief funds, etc.) are not eligible to be reimbursed by this grant.
- Businesses must have been in continuous operation (excluding "Stay at home order" shutdowns) over the past 24 months to receive up to a \$5,000 grant, businesses open less than 24 months but before March 1, 2020 can receive up to a \$2,500 grant.
- Businesses and/or business owners cannot have filed for any form of bankruptcy over the past 24 months.
- Only one grant will be awarded per owner, registered agent, shareholder, individual.

**ACTION:**

- Provide consensus to proceed with the relief grant program revision as presented.