



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, FEBRUARY 28, 2023 6:00 P.M.

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

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

OLD BUSINESS:

Amended Agenda
Added Item No. 7 Executive Session

Consideration of Previous Meeting Minutes:

1. Minutes from February 14, 2023 Regular Meeting

Action: Motion (pg. 02)

NEW BUSINESS:

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

General Items:

2. Mayor's Appointments
3. Consider Cereal Malt Beverage License for Shop Smart #2, 700 Eisenhower Road

Action: Motion (pg. 10)

Action: Motion (pg. 11)

Resolutions:

4. Resolution B-2328 Annual Report for Stormwater 2022

Action: Motion (pg. 12)

Bids, Contracts and Agreements:

5. Consider Award of Bid for Property Maintenance Services
6. Consider Award of Design Services Contract for Sanitary Sewer Flow Monitoring & Analysis Project

Action: Motion (pg. 30)

Action: Motion (pg. 42)

Consent Agenda:

Claims for February 11, 2023 through February 24, 2023, in the amount of \$1,033,114.50; Net amount for Payroll #04 effective February 24, 2023, in the amount of \$372,487.10 (Includes Police & Fire Pension in the amount of \$10,383.15).

Action: Motion

Other:

7. Executive Session – Attorney Client Privilege

Action: Motion (pg. 56)

Adjournment

Action: Motion



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

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Police Chief Patrick Kitchens, Public Works Director Brian Faust, Parks & Recreation Director Steve Grant, Parks & Recreation Superintendent Brian Bailey, Riverfront Community Center Manager Tammy Metzgar, Leavenworth Housing Authority Section Eight Coordinator Patrick Tooley, Planning & Community Development Director Julie Hurley, City Planner Bethany Falvey, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

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

PROCLAMATIONS:

Black History Month – Mayor Wilson read the proclamation. The proclamation was accepted by Rik Jackson with the Leavenworth Community Service Organization.

Susan B. Anthony Day, February 15th – Mayor Wilson read the proclamation. The proclamation was accepted by Denise Souza of the Leavenworth County Historical Society.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Hingula moved to approve the minutes from the January 24, 2023 regular meeting. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Second Consideration Ordinances:

Second Consideration Ordinance No. 8209 Amending the Code of Ordinances regarding Towing and Impoundment of Vehicles – Police Chief Patrick Kitchens reviewed the Ordinance as there were small additions to clarify language, since first introduced on January 24, 2023.

Mayor Wilson called the roll and Ordinance No. 8209 was unanimously approved.

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

Louis Klemp 1816 Pine Ridge Dr:

- Addressed the Commission on various topics, to include:
 - Private meetings
 - State money

- Centennial Bridge Project
- City and County Grant Money
- City Spending

Public Hearing:

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

Open Public Hearing:

Commissioner Bauder moved to open the public hearing. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Staff and Public Comments:

City Clerk Sarah Bodensteiner reviewed the request for the waiver.

- City Code allows for a waiver to permit alcoholic liquor to be sold or served from a location within 300 feet from any church, school, nursing home, library or hospital
- Immaculate Conception Church located at 711 N 5th is having its annual St. Patrick's Corned Beef and Cabbage dinner on March 12, 2023, and are requesting a waiver to apply for the temporary liquor license
- Letters were sent to all property owners within 300 feet of the location notifying them of the public hearing

John and Theresa Williams:

- Provided history of the annual event to the Commission
- Provided details of the St. Patrick's Corned Beef & Cabbage Dinner event

Close Public Hearing:

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

Commissioner Bauder moved to approve the request to waive the 300 foot requirement from any church, school, nursing home, library or hospital for the St. Patrick's Corned Beef and Cabbage event at Immaculate Conception Church. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

General Items:

Consider Transient Merchant Permit Waiver for Dark River Artifact Show at Riverfront Community Center – City Clerk Sarah Bodensteiner presented for consideration an application for a waiver requested by John Kruid for the use of the Riverfront Community Center on April 22, 2023 for an artifact, rock and fossil collectors show. City Code prohibits Transient Merchant permits on city property, but does allow the City Commission to grant waivers. All fees for the use of the facility and permits would still apply should the waiver be granted.

John Kruid:

- Excited to make this an annual event and now has displayers from 8 states

Commissioner Leonhard moved to grant the waiver of a Transient Merchant Permit for use of the Community Center for the Dark River Artifact Show on April 22, 2023. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Mayor's Appointments:

Mayor Wilson moved to appoint to the Grow Leavenworth County Development Corporation Board Debbie Deere to an unexpired term ending May 31, 2024 and to appoint to the Sister City Advisory Board Ryan Bodensteiner to fill the standing position of the Education Representative. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Review Draft of 2022 KDHE Annual Report for Stormwater – Public Works Director Brian Faust reviewed the draft report. The guidelines for the activities to be reported on are set by the revised Stormwater Management Program which was adopted by the City Commission on October 27, 2020 and these guidelines were used in 2022. The report is required to be submitted annually and it is suggested by KDHE and EPA that the report be available for review in a public forum and allow time for public comment. The report will come back to the City Commission for approval at the February 28, 2023 meeting to allow time for public comments. No action is needed by the Commission at this time.

Commissioner Hingula:

- Asked about the “implement a program to evaluate MS4 outfalls to identify illicit discharges” where there is no value listed on the draft report

Mr. Faust:

- Advised that the City did not meet the threshold in 2022 to acquire the point

Acceptance of Land for Public Right-of-Way for Greenamyre Addition, Final Plat – Planning & Community Development Director Julie Hurley presented for consideration acceptance of land for public Right-of-Way for Greenamyre Addition, Final Plat. The applicant is requesting approval of a 6 lot final plat for the Greenamyre Addition residential development located at 2101 and 2013 Vilas. The subject property is 4.53 acres in size consisting of 2 lots and is currently vacant. The proposed plat consists of 6 lots, all of which are approximately 0.75 acre in size. The plat also includes the dedication of additional Right-of-Way for Vilas Street to allow for future roadway improvements. A rezoning request from R1-25 to R1-9 was approved in fall of 2022. Staff recommends accepting the dedication of land for public Right-of-Way for the Greenamyre Addition Final Plat.

Commissioner Hingula:

- Asked about ownership of the lot to the south of the plat

Ms. Hurley:

- Part of the area is owned by Greenamyre

Commissioner Bauder moved to accept the dedication of land for public Right-of-Way for the Greenamyre Addition Final Plat. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Acceptance of Land for Public Utilities for Riverview Estates, Final Plat – Planning & Community Development Director Julie Hurley presented for consideration acceptance of land for public utilities for Riverview Estates, Final Plat. The applicant is requesting approval of a 4 lot final plat for the Riverview Estates residential development located in the vicinity of 28 Limit Street. The subject property is 14.55 acres in size and is primarily vacant, with an existing single family home on Lot 1. The plat also includes dedication of easements for public utilities. Staff recommends accepting the dedication of land for public utilities for the Riverview Estates Final Plat.

Commissioner Leonhard moved to accept the dedication of land for public utilities for the Riverview Estates Final Plat. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Acceptance of Land for Public Utilities for U-Haul, Final Plat – Planning & Community Development Director Julie Hurley presented for consideration acceptance of land for public utilities for U-Haul Final Plat. The applicant is requesting approval of a 1 lot final plat for the U-Haul development located at 4820 S. 4th Street. The property currently consists of 2 previously unplatted tracts. The plat is being requested in order to combine the 2 existing tracts into 1 lot to facilitate the construction of an additional building on the site. The adopted Development Regulations require the entire property to be platted in order for any sort of combination to be approved. The plat also includes dedication of easements for public utilities. Staff recommends accepting the dedication of land for public utilities for the U-Haul Final Plat.

Commissioner Martin moved to accept the dedication of land for public utilities for the U-Haul Final Plat. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Resolutions:

Resolution B-2326 Setting the Public Hearing for Unsafe or Dangerous Structures – City Planner Bethany Falvey reviewed the resolution to set April 11, 2023 as the public hearing date to review the 10 structures as unsafe or dangerous.

Mayor Wilson:

- Asked has anyone on the list reached out about their property

Ms. Falvey:

- We are working with and in contact with property owners

Commissioner Hingula:

- Asked if anyone has done enough work to get off this list

Ms. Falvey:

- The Resolution tonight just sets the hearing, each property will be discussed at the hearing in April

Commissioner Bauder moved to adopt Resolution B-2326 to set a public hearing for unsafe or dangerous structures on April 11, 2023 in the City Commission chambers. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Resolution B-2327 Section Eight Management Assessment Program (SEMAP) Certification – Leavenworth Housing Authority Section Eight Coordinator Patrick Tooley presented the 2022 SEMAP for approval by the City Commission. This assessment is an annual process and is submitted electronically after approval by the City Commission. Mr. Tooley provided an overview of the Section Eight Program. The Section Eight Program consists of the Housing Choice Voucher program and the Veterans Affairs Supportive Housing program. Both programs enable low income families to live in apartments, duplexes or houses in the community that they would be unable to afford on their own. The families rent portion is based on their income. The program is 100% federally funded, including all Admin costs.

Commissioner Martin moved to adopt Resolution B-2327 Section Eight Assessment Program. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Award of Bid for Tracked Skid-Steer Loader – Public Works Director Brian Faust presented for consideration approval of the bid for the purchase of a 2023 Bobcat T770 T4 Compact Track Loader to replace the 2010 Skid Loader. The Solid Waste Division budgeted \$80,000.00 for a replacement skid steer/track loader in the 2023 CIP. Bid specifications were prepared and options for purchasing the equipment were researched. The skid loader will replace a 2010 Bobcat that was damaged in a fire in 2021. The bid includes a 2-year/2,000 hour warranty with a 3-year/3,000 hour protection plan.

Commissioner Hingula moved to approve the bid from KC Bobcat for a 2023 Bobcat T770 T4 Compact Track Loader in an amount not to exceed \$78,314.66. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Consider Award of Bid for Street Sweeper – Public Works Director Brian Faust presented for consideration awarding of the bid for the purchase of one 2023 vacuum street sweeper. The 2023 CIP included a street sweeper for the Streets Division. The sweeper is crucial for operations as it will improve the City's ability to clean our streets which has a direct impact on the appearance of the community as well as the quality of the stormwater runoff that enters our waterways. The City currently has 1 sweeper and this second sweeper will allow the City to double our production. The goal is to sweep all residential areas at least 3 times each year, and collector and arterial streets at least once each month. The 2023 CIP included funding in the amount of \$230,000.00, however the low bid came in \$55,000.00 over the amount shown in the CIP. Staff contacted the bidders to ask after the increase and the reasoning provided was COVID. The actual cost of this equipment increased 24% over what was budgeted. Based on current trends, Staff does not feel costs will decrease in the foreseeable future. Therefore, Staff recommends the City accept the bid for the purchase of a street sweeper and fund the difference of the cost from reserves in the CIP Sales Tax Fund.

Commissioner Hingula:

- Asked how much is in the CIP Sales Tax Fund

Mr. Kramer:

- Roughly half a million dollars, to include some carry over from 2022; there are sufficient funds

Commissioner Leonhard moved to accept the bid from Red Equipment for the purchase of the new 2023 Ravo 5 iSeries Street Sweeper in an amount not to exceed \$285,000.00. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Consider Award of Bid for Havens Park Trail Extension Project – Parks & Recreation Superintendent Brian Bailey presented for consideration awarding the bid for the Havens Park Trail Extension Project 23HV-TRAIL. The City Commission dedicated \$45,000 in the 2023 CIP for construction of trails. At the March 15, 2022 Study Session, Staff presented options for trail construction, and the Commission came to a consensus for extending the existing Havens Park asphalt trail system. Bids were solicited and three bids were received. The work for this project will include 1,100' of 5' wide asphalt trail per specification. Work is expected to be completed 60 days after the Notice of Proceed is issued.

Mr. Kramer:

- As there are remaining funds for this particular project, we are looking at doing some maintenance with crack-sealing to the existing trail

Commissioner Bauder moved to award the bid for the Havens Park Trail Extension Project 23HV-TRAIL to Barkley Asphalt Co., Inc. in an amount not to exceed \$30,450.00. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Consider Purchase of Pull Type Batwing Finish Mower – Parks & Recreation Superintendent Brian Bailey presented for consideration approval to purchase a 15' Pull Type Turf Batwing Finish Mower, utilizing a cooperative purchasing program standard set forth by the Finance Department. In 2014 the Parks Department purchased a 12' pull behind flex wing mower. This mower has been an indispensable tool in accomplishing mowing responsibilities of the 424 acres of park property. The mower cuts down mowing time by about half and allows staff to attend to other park requirements/maintenance. The mower has reached the point of replacement. The life span of the replacement should be between 7-10 years. Staff elected to utilize the Sourcewell Cooperative Purchasing program. This program allows for the purchase of equipment that meet our standards through a manufacturer with a proven record of customer service in the region. Funds were allocated in the 2023 CIP for this equipment purchase.

Commissioner Martin:

- Asked how long is the mowing season
- How do you reallocate resources with the staff-time saving from the use of the mower

Mr. Bailey:

- Mowing season goes from April into November
- With the freed up time the staff can do maintenance to parks, courts, pool, fields, flowers, shelter maintenance, etc.

Commissioner Bauder:

- Asked if the mower blades expensive
- How long do the blades last

Mr. Bailey:

- Blades are rotated once a week
- We sharpen our own blades in-house
- A set of blades should last 2 maybe 3 years

Commissioner Bauder moved to approve the purchase of a New Woods/Massey Ferguson Red TBW15.40 Turf Batwing Mower, extra blades and delivery, through the Sourcewell Cooperative Purchasing Program in an amount not to exceed \$24,650.00. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Consider Purchase of Bobcat Skid-Steer Loader – Parks & Recreation Superintendent Brian Bailey presented for consideration approval to purchase a T66 T4 Bobcat Compact Track Loader, utilizing a cooperative purchasing program standard set forth by the Finance Department. In 2002, the Parks Department purchased a Bobcat Skid-Steer Loader. However in the last few years the Skid-Steer has begun to show its age to include some cost prohibitive repairs. The Skid-Steer is used to clean 3 Mile Creek after heavy rains and flooding, all facets of park maintenance, and was an instrumental piece of equipment with the sandbag flood wall and flood clean up in 2011 and 2019. The many attachments used with the Skid-Steer are Bobcat brand and are fully compatible with the new machine. Staff elected to utilize the Kansas NASPO Construction-SW192 Cooperative Purchasing program statutory authority KSA 12-2901. This program allows for the purchase of equipment that meet our standards through a manufacturer with a proven record of customer service in the region. \$60,598 was allocated for this item in the 2023 CIP. The difference in cost will be made up by reserves in the CIP Sales Tax Fund.

Commissioner Martin:

- Asked about the shipping location

Mr. Bailey:

- This will ship to KC Bobcat and KC Bobcat will deliver to the City

Commissioner Hingula:

- Asked if the City will keep the old piece of equipment

Mr. Bailey:

- It will go to auction through Purple Wave

Commissioner Martin moved to approve the purchase of a T66 T4 Bobcat Compact Track Loader, through the Kansas NASPO Construction-SW192 Cooperative Purchasing program statutory authority KSA 12-2901, in an amount not to exceed \$65,582.79. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

First Consideration Ordinance:

First Consideration Ordinance for Amending the Development Regulations Article 9 – City Manager Paul Kramer asked the City Commission to table the item as additional text amendments need to be made before consideration by the City Commission.

There was consensus from the City Commission to table the item.

Consent Agenda:

Commissioner Leonhard moved to approve claims for January 20, 2023, through February 10, 2023, in the amount of \$3,129,256.51; net amount for Payroll #02 effective January 27, 2023, in the amount of \$381,368.04 (Includes Police & Fire Pension in the amount of \$10,383.15) and Payroll #03 effective February 10, 2023 in the amount of \$353,857.15 (No Police & Fire Pension). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 5-0.

Other:

City Manager Paul Kramer:

- Advised that it costs \$15.00 per month per light when the City puts in a street light
- On February 21st there will be the open public meeting for the Centennial Bridge Project from 4-7 p.m. at the Riverfront Community Center

The City Commission wished everyone a Happy Valentine's Day

Adjournment:

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

Time Meeting Adjourned 7:05 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

MAYOR'S APPOINTMENTS

FEBRUARY 28, 2023

Mayor Wilson

"Move to

*Appoint to the **1st Judicial District Juvenile Corrections Advisory Board** Vicky Kaaz to an unexpired term ending February 14, 2024;*

*Appoint to the **Leavenworth County Port Authority** Dave Schroeder to a term ending March 25, 2027;*

*Appoint to the **Convention & Tourism Committee** Jewell West III to an unexpired term ending January 31, 2025.*

Requires a second and vote by the Governing Body.

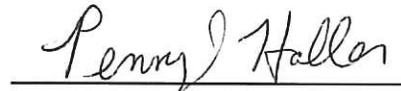
**POLICY REPORT
CONSIDER CEREAL MALT BEVERAGE LICENSE FOR
SHOP SMART #2, 700 EISENHOWER ROAD**

FEBRUARY 28, 2023

Prepared by:


Sarah Bodensteiner, CMC
City Clerk

Reviewed by:


Paul Kramer
City Manager

ISSUE:

Consider approving the issuance of a 2023 Cereal Malt Beverage (CMB) License to Shop Smart #2, located at 700 Eisenhower Road.

BACKGROUND:

Shop Smart #2 submitted an application for an off premise consumption Cereal Malt Beverage License on February 9, 2023. They currently have a City Health Permit and the Police Department has reviewed and approved the application.

STAFF RECOMMENDATIONS:

Staff recommends approving the issuance of the CMB license.

ACTION:

Motion to approve the issuance of a 2023 off premise consumption Cereal Malt Beverage License for Shop Smart #2 at 700 Eisenhower Road.

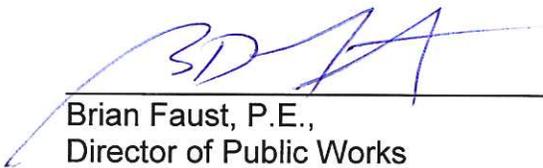
POLICY REPORT PWD NO. 23-09

REVIEW FINAL 2022 KDHE ANNUAL REPORT
FOR STORMWATER AND ADOPT RESOLUTION NO. B-2328

February 28, 2023

Prepared by:

Submitted by:


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


Paul Kramer,
City Manager

ISSUE:

Adopt a resolution approving the annual KDHE report for 2022 stormwater activities.

BACKGROUND:

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

The draft report was reviewed by the Commission on February 14th, 2023 and is available on the City's website. No input or concerns were received from residents regarding the report.

The final report includes statements that the City has reduced pollution in accordance with the requirements to the "Maximum Extent Practicable" (MEP). Staff opinion is that the City has met the intent of the regulations to reduce pollution through the Six Minimum Control Measures as described in the report.

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

RECOMMENDATION:

The report is due at KDHE on March 1, 2023 via digital delivery. It is recommended the City Commission adopt Resolution B-2328 supporting the final report.

ATTACHMENTS:

- Final Report (partial)
 - Executive Summary
 - Comments on Section V of the Permit (Final Report)
 - Section E - Stormwater Management Program Requirements (Six Minimum Control Measures)
 - Links – Final Draft KDHE Report for 2022:
<https://www.leavenworthks.org/publicworks/page/2022-kdhe-annual-stormwater-report-supporting-documents>
 - Previous KDHE Annual Reports:
<https://www.leavenworthks.org/publicworks/page/annual-stormwater-reports>

RESOLUTION NO. B-2328

A RESOLUTION APPROVING THE 2022 KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT (KDHE) ANNUAL REPORT FOR STORMWATER AND AUTHORIZING THE CITY OF LEAVENWORTH, KANSAS, TO SUBMIT THE REPORT TO KDHE.

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

WHEREAS, the City of Leavenworth, Kansas has prepared the Annual Report for Stormwater as required and reviewed such report at the February 14, 2023 City Commission meeting allowing time for public review and input prior to approval by the Governing Body.

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

Section 1. That the 2022 Annual Report for Stormwater reflects the direction, efforts and accomplishments by City of Leavenworth for calendar year 2022. It shall be an official record of these actions to meet the requirements of Kansas Department of Health and Environment (KDHE) for an Annual Report until or unless changed by official action.

PASSED AND APPROVED this 28th day of February 2023.

CITY OF LEAVENWORTH, KANSAS

Jermaine Wilson, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

(SEAL)

CITY OF LEAVENWORTH

Kansas Stormwater Annual Report Form for Municipal Separate Storm Sewer Systems

January 1, 2022 - December 31, 2022

Kansas Permit No: M-MO12-SN01

SECTION 1: EXECUTIVE SUMMARY

To satisfy the requirements of the NPDES permit, this annual report summarizes the City of Leavenworth's plans and actions to reduce the discharge of pollutants from the municipal separate storm sewer system (MS4) to the maximum extent practicable, to protect water quality, and to meet the appropriate water quality requirements of the Clean Water Act. The information contained within this report was obtained through interviews with City staff, review of permits and projects from 2022, and examining communications and publications made available to the citizens of Leavenworth.

While the impacts from the COVID-19 Pandemic were less in 2022, the City of Leavenworth continued to struggle with filling vacant positions in our Operations and Water Pollution Control Divisions. Significant increases in fuel prices combined with increased construction costs and supply chain issues also impacted our operations.

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

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

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

While most items identified as BMPs (Best Management Practices) are believed to be effective at some level, the passive education and information sharing such as leaving material at the Library and City Hall along with informational brochures available on the City's website were probably the least effective tools identified.

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

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

On numerous public improvement projects, city staff ensured that measures were installed and maintained. These activities are very visible to residents living in the area and to the traveling public.

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

The most challenging was having developers install and properly maintain construction site runoff control. Development slowed in mid-to-late 2022 with the increase in interest rates so there were less homes under construction which resulted in fewer issues.

- **Describe any City/County area MS4 clean ups and the participation.**
 - After being unable to conduct a City-Wide Clean Up in 2020 due to COVID-19 restrictions, the City of Leavenworth was again able to sponsor a “City-Wide” clean-up day with about 35-50 groups picking up trash. This event was held on April 2, 2022.
 - Leavenworth County provides HHW (Household Hazardous Waste) services throughout the year and a special event to dispose of HHW was held at the Municipal Service Center in April, 2022.
 - The City has a “Three-Mile Creek” monthly clean-up program in which citizens pick up trash. In 2022, there were nine citizen groups that received a \$500 donation per group from transient guest tax dollars.

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

The City Commission has supported stormwater pollution elimination by creating a “Stormwater Utility” that is funded by a fee on all properties. This fee is used to address longstanding stormwater issues in the community, including reduction or elimination of erosion caused by failing roadways and culverts along with impacts to streambanks from shifting channel alignments. The Commission has also supported the goal of having public and private projects with some level of permanent water quality improvement included.

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

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

- The City coordinated a “City-Wide” clean-up day with about 35-50 groups.
- Leavenworth County provided one HHW (Household Hazardous Waste) collection service in April 2022.

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

There were no known inspections of the MS4 program by KDHE or EPA in 2022.

CITY OF LEAVENWORTH

Kansas Stormwater Annual Report Form for Municipal Separate Storm Sewer Systems

January 1, 2022 - December 31, 2022

Kansas Permit No: M-MO12-SN01

Topics in Part V of Permit

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

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

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

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

City of Leavenworth's opinion is that the information shown in each of the "Six Minimum Control Measures" tables support the conclusion that meaningful reduction in discharge of pollutants has occurred. With the global pandemic starting to subside, the City is able to conduct more public meetings. The previous limits on public meetings did impact the Public Education/Outreach as well as the Public Involvement/Participation minimum control measures.

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

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

3. Provide a summary of the stormwater activities that were undertaken during the previous calendar year and the status of these activities.

The following key programs associated with stormwater activities were conducted in 2022.

There are many other smaller programs as well.

- ✓ Building Permits, Fills, Excavations are evaluated for needing an NOI, Land Disturbance Permit, Basic Erosion Control, SWPP and other clean water related elements
- ✓ Projects under construction are inspected and deficiencies brought to the attention of the contractor, owner or other appropriate person
- ✓ City-wide civic effort for "Spring Clean-up"
- ✓ Grease Trap Program inspections and reports
- ✓ Street Sweeping Program.
- ✓ Leaf Collection by the Refuse Service and free drop off at the City's brush site.
- ✓ Free Drop-Off Recycling Program
- ✓ Household Hazardous Waste Program (Coordinated with Leavenworth County)
- ✓ Free drop-off refuse disposal once per month
- ✓ Maintain "Clean-up your Dog Poop" effort at selected City parks
- ✓ Adopt-A-Park Program to help maintain/clean City parks
- ✓ Aggressive response to SSO calls 24/7
- ✓ Sewer line cleaning and TV program
- ✓ Stormwater articles in City newsletters and brochures placed at City Hall

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

All activities as noted in #3 are expected to be continued in 2023. City Staff and Commission will continue to evaluate the measures taken and update any associated BMPs in 2023.

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

There were no changes to the City Limits in 2022.

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

There were no significant changes to the BMPs in 2022.

7. Provide copies of any ordinances or resolutions which were updated in the last year and are associated with the SMP.

The City updated our Grease Trap/Interceptor Ordinance in 2022.

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

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

CITY OF LEAVENWORTH

Kansas Stormwater Annual Report Form for Municipal Separate Storm Sewer Systems

January 1, 2022 - December 31, 2022

Kansas Permit No: M-MO12-SN01

Stormwater Management Program Requirements

(Sections E1 - E6)

Stormwater Management Program (SMP) Requirements (Six Minimum Control Measures) (Continued)

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

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

1. PUBLIC EDUCATION & OUTREACH (ED & O)			2021		2022	
			4 Points Total		4 Points Total	
BMP Program	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	POINTS		POINTS	
			Value	Actual	Value	Actual
ED & 0 - 01	Maintain a stormwater webpage for the permittee.	Stormwater webpage - https://www.leavenworthks.org/citymanager/page/stormwater-projects	3	3	2	2
ED & 0 - 02	Distribute educational materials (either flyers, brochures, catalog mailings, handouts, or e-mails) addressing various pertinent stormwater public education topics.	Flyers and educational materials are available on the City's website and in City Hall.	2		2	2
ED & 0 - 03	Provide either training or educational materials to permittee-identified businesses at high risk of contributing to stormwater pollution.	Stormwater Education Brochures - https://www.leavenworthks.org/publicworks/page/public-education-brochures	2		2	2
ED & 0 - 04	Apply notification, placard, covers/hatches with message, or stencil, on stormwater inlets to provide a message similar to "No Dumping – Drains to River"	All new storm structures have the message, "Drains to Stream". City applies the message to older structures. There are a total of 224 stamps/stencils. Example can be found at: https://www.leavenworthks.org/publicworks/page/2022-kdhe-annual-stormwater-report-supporting-documents	2		2	2
ED & 0 - 05	Post the municipality's MS4 permit and SMP document on either the stormwater webpage or the municipal webpage.	SMP - https://www.leavenworthks.org/publicworks/page/engineering MS4 Permit - https://www.leavenworthks.org/publicworks/page/engineering	1	1	1	1
ED & 0 - 12	Create a stormwater information brochure to provide to the public at public meetings and/or hearings.	Stormwater-related brochures can be found at: https://www.leavenworthks.org/publicworks/page/2022-kdhe-annual-stormwater-report-supporting-documents	1		1	1
ED & 0 - 15	Hold a social media campaign addressing various pertinent stormwater public education topics.	There were nine social media posts related to public education about improving, reducing or listing the dangers of polluting the City's stormwater system.	2		2	2
TOTAL			13	4	12	12

SMP Requirements (Six Minimum Control Measures) (Continued)

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

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

2. PUBLIC INVOLVEMENT/PARTICIPATION (P I/P)			2021		2022	
			3 Points Total		3 Points Total	
BMP Program	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	POINTS		POINTS	
			Value	Actual	Value	Actual
P I/P - 01	Hold a public hearing or public forum to notify the public about stormwater program activities and to solicit public comments regarding stormwater issues.	City Commission reviewed KDHE annual stormwater report February 14, 2023. The meetings were also broadcast on the City's channel cable TV station and YouTube. City Commission reviewed stormwater projects for CIP in 2022, and approved design and construction of several projects. List and stormwater-related documents are at: https://www.leavenworthks.org/publicworks/page/2022-kdhe-annual-stormwater-report-supporting-documents	2	2	2	2
P I/P - 03	Hold park or stream bank clean-up events for public volunteers to aid municipal staff in removing trash, debris, or pollutant sources from the selected clean-up area.	City-wide Spring Cleanup - April 2, 2022. Services offered to residents include open Brush Site, Recycling Center, large-item drop off and electronics recycling. City coordinated with Leavenworth County and a special event to dispose of HHW was held at the City Municipal Center also in April, 2022.	3	3	3	3
P I/P - 05	Provide at least two events for residents to engage in cleanup activities and improve water quality in the municipality.	The City has a "Three-Mile Creek" monthly clean-up program (March through November) in which citizens pick up trash. In 2022 there were nine citizen groups that participated.	3	3	3	3
TOTAL			8	8	8	8

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

a. Illicit Discharge Detection and Elimination

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

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a program/plan been developed and is it presently implemented to detect and address illicit/prohibited discharges into the MS4?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a map of the MS4 been developed, showing the location of all outfalls, either pipes or open channel drainage, showing names and location of all streams or lakes receiving discharges from the outfalls?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The permit may require the permittee enact ordinances, or resolutions. Have ordinances, or resolutions, or regulations to prohibit non-stormwater discharges into the storm sewer system been enacted? Effective date: December 16, 2022, Ordinance No. 8201
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have the ordinances, resolutions, or regulations been modified? Effective date:

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

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SMP Requirements (Six Minimum Control Measures) (Continued)

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

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

3. ILLICIT DISCHARGE DETECTION & ELIMINATION (I D D & E)			2021		2022	
			5 Points Total		5 Points Total	
BMP Summary	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	POINTS		POINTS	
			Value	Actual	Value	Actual
I D D & E - 04	Implement a program to evaluate MS4 outfalls to identify illicit discharges.	The City's stormwater map identifies MS4 outfalls. If residents identify concerns regarding illicit discharges, they are forwarded to Water Pollution Control for evaluation and possible action. The City did not meet the threshold in 2022 to acquire the point.	1		1	
I D D & E - 06	Inspect, by televising pipelines or direct visualization of open channel drainage, 2% of the MS4 system within the permit area all conducted within a 12-month period to aid in identifying illicit discharges as well as evaluate the condition of the storm sewer lines/drainage channels-ditches.	The City visually inspects open channels and televises pipelines, but did not meet the threshold for 2022 to acquire the points.	3		3	
I D D & E - 07	Implement a Household Hazardous Waste Collection Program (HHWCP) or document others who have implemented such a program to provide such service to all property owners or residents located within the permit area.	Leavenworth County provides HHW services throughout the year and a special event to dispose of HHW was held at the Municipal Service Center in April, 2022.	3	3	3	3
I D D & E - 10	Inspect 5% of the MS4 system Stormwater inlets and/or outfalls within the permit area all conducted within a 12-month period to aid in identifying illicit discharges.	Stormwater crew inspected and/or maintained approximately 953 inlets and area drains and other stormwater facilities. Number inlets cleaned - 1,472	3	3	3	3
TOTAL			10	6	10	6

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

b. Construction Site Stormwater Runoff Control

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

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

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

SMP Requirements (Six Minimum Control Measures) (Continued)

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

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

4. CONSTRUCTION SITE STORMWATER RUNOFF CONTROL (CSSRC)			2021		2022	
			4 Points Total		4 Points Total	
BMP Program	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	POINTS		POINTS	
			Value	Actual	Value	Actual
CSSRC - 01	Implement a requirement for a Soil Erosion and Sediment Control (SESC) Plan for any land disturbance sites which are either equal to or greater than one acre or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more.	The City requires a land disturbance permit (LDP) for any project more than one acre. This includes submittal of a plan identifying all needed erosion control measures. Examples of residential and commercial LDPs can be found at: https://www.leavenworthks.org/publicworks/page/2022-kdhe-annual-stormwater-report-supporting-documents	3	3	2	2
CSSRC - 02	Develop and adopt a design manual for erosion and sediment control BMPs which are required to be used on sites which will be disturbed and are either equal to or greater than one acre, or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more.	The City follows MARC erosion control BMPs. Examples can be found at: https://www.leavenworthks.org/publicworks/page/public-education-brochures	3		2	2
CSSRC - 04	Develop a site plan review process which considers potential water quality impacts which may occur during construction as well as post construction impacts.	The City reviews every site plan for both water quantity and water quality. Building permits are not issued until water quality is addressed.	3	3	2	2
CSSRC - 07	Acquire or develop a software tracking system to track inspections and related tasks.	The City uses MUNIS to track and schedule inspections.	1	1	1	1
TOTAL			10	7	7	7

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

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

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

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

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

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SMP Requirements (Six Minimum Control Measures) (Continued)

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

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

5. POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT & REDEVELOPMENT PROJECTS (P-C SM)			<u>2021</u>		<u>2022</u>	
			5 Points Total		5 Points Total	
BMP Program	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	POINTS		POINTS	
			Value	Actual	Value	Actual
P-C SM - 01	Develop and adopt a custom design manual for Post-Construction Stormwater Management which specifies various structural BMPs which are required for new development and re-development construction sites which are greater than one acre or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more. (Points shown reflect adopting existing APWA/MARC manuals.)	Link to APWA/MARC manuals posted at City's website: https://www.leavenworthks.org/publicworks/page/public-education-brochures Link to the City of Leavenworth Manual of Infrastructure Standards: https://www.leavenworthks.org/publicworks/page/designs-studies-reports	4	4	3	3
P-C SM - 02	Develop a list of post-construction structural or non-structural BMPs which are required to be incorporated in any development/re-development project. The list must include guidance regarding the BMPs which must be incorporated in various projects as determined appropriate by the permittee. The list is to be provided to entities involved with the design of project prior to site plan review by the permittee.				3	
P-C SM - 03	Develop and implement a program to ensure adequate long-term cleaning, operation and maintenance of all municipally-owned or operated post-construction structural stormwater BMP facilities.	Currently developing a program.	3		2	2
P-C SM - 05	Develop and implement a program for inspection of permittee-owned structural BMPs which includes implementation of needed maintenance to ensure long-term operation of the BMPs.	City spent more than 30 hours conducting inspections of 34 selected sites on random, after rainfall, or with depth-recording equipment.	3	3	2	2
P-C SM - 06	Develop and implement a program for inspection of known privately-owned structural BMPs which includes providing the owner of the BMPs an inspection report which specifies needed maintenance to ensure long-term operation of the BMPs.	Due to personnel changes, a Detention Public Meeting was not held.	3	3	2	
TOTAL			13	10	12	7

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

d. Municipal Pollution Prevention/Housekeeping

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

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

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

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SMP Requirements (Six Minimum Control Measures) (Continued)

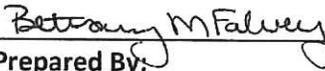
6. Municipal Pollution Prevention / Housekeeping (Table) - Please fill out accordingly

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

6. POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS (PP/GH)			2021		2022	
			4 Points Total		4 Points Total	
BMP Program	BRIEF BMP DESCRIPTION	MEASURABLE GOAL(S)	POINTS		POINTS	
			Value	Actual	Value	Actual
PP/GH - 01	Install a screening device or method at a single municipal storm sewer outfall or on the storm sewer line immediately upstream of the outfall to reduce the discharge of floatables or other objects to receiving waters.	Parking lot across from City Hall screens runoff. Device was previously installed so using two points per permit.	3	2	2	2
PP/GH - 02	Implement a recycle and proper waste disposal program for municipal staff to reduce potential for litter, to recycle waste oil, batteries, glass containers, plastic containers, and paper products.	Staff is currently participating in a recycle and proper waste disposal program.	3		2	2
PP/GH - 05	Implement a program for street sweeping in which the street sweepings are collected and disposed of properly or recycled/reused if possible.	<ul style="list-style-type: none"> Street sweeping program operations continued throughout the year. Sweeper No. 3332 from Jan-Dec: Miles of streets swept - 1,593	3	3	2	2
PP/GH - 07	Implement a program to inspect stormwater inlets to identify illicit discharges and clean drop inlets of accumulated debris.	Stormwater crew inspected and/or maintained approximately 953 inlets and area drains, and other stormwater facilities. Number inlets cleaned - 1,472	1	1	1	1
PP/GH - 08	Develop, implement and keep updated an online storm sewer map accessible to the public.	Map can be viewed at the City's GIS website: http://gis.firstcity.org/	3	2	2	2
PP/GH - 12	Install a stormwater treatment system for capture of either trash, sediment, or debris.	City installed a stormwater treatment system in inlets along Thornton Street. The system was cleaned in 2022.	3		2	2
TOTAL			16	8	11	11

POLICY REPORT
Leavenworth City Commission
Bids for Property Maintenance Services

FEBRUARY 28, 2023


Prepared By:
Bethany Falvey
City Planner


Reviewed By:
Paul Kramer
City Manager

DISCUSSION:

Each year, the City of Leavenworth uses contract services to mow and maintain City owned properties such as rights-of-way, drainage ditches, and parcels obtained through the County tax sale (perpetual lawn care). In addition, the City's Code Enforcement efforts require corrective action for properties with property maintenance violations. These contract services are offered through an open competitive bidding process.

Mowing for the perpetual lawn care clusters 1-5 will be provided on a bi-monthly basis, for a maximum of 14 total mowings for 2023. Code enforcement mowing activities will be done on an as needed basis.

The RFP for mowing contract services was issued to known contractors and published in the Leavenworth Times, with bid proposals due on February 21, 2023. A total of 4 proposals were received from the following contractors:

- Affordable Lawn Care
- Wilken's Lawn Care
- Mair's Lawn & Landscape LLC
- Ground FX Lawn and Landscape

The low bids were as follows:

Perpetual Lawn Care

Cluster 1: Ground FX Lawn and Landscape - \$1,595.00 per mowing, not to exceed \$22,330

Cluster 2: Wilken's Lawn Care - \$950.00 per mowing, not to exceed \$13,300

Cluster 3: Mair's Lawn & Landscape LLC - \$375.00 per mowing, not to exceed \$5,250

Cluster 4: Ground FX Lawn and Landscape - \$389.00 per mowing, not to exceed \$5,446

Cluster 5: Ground FX Lawn and Landscape - \$335.00 per mowing, not to exceed \$4,690

Property Maintenance

Affordable Lawn Care at a cost of \$0.02 per sqft.

This contract will be issued for a period of two years, with the option to renew for an additional two years.

RECOMMENDATION:

Staff recommends acceptance of the proposals for mowing services from the selected contractors as follows:

- a. Ground FX Lawn and Landscape for perpetual lawn care not to exceed \$32,466,
- b. Wilken's Lawn Care for perpetual lawn care not to exceed \$13,300,
- c. Mair's Lawn & Landscape LLC for perpetual lawn care not to exceed \$5,250, and
- d. Affordable Lawn Care for property maintenance at a cost of \$0.02 per sqft.

ATTACHMENTS:

Code Enforcement Mowing bids summary

Mowing Bid Specifications

**CITY OF LEAVENWORTH
SPECIFICATIONS AND BID SHEET
FOR COMMUNITY DEVELOPMENT & CODE ENFORCEMENT 2023
BID #**

Private/Public Property Mowing Maintenance Contract

I. Scope of Work

All work requested is primarily for the corrective maintenance of private properties within the corporate city limits of Leavenworth. Other property maintenance will include city owned properties.

II. Definitions

- a. **Mowing Schedules or Perpetual Care** shall mean the time periods established for the project year within which all prescribed maintenance activities for each area shall be completed.
- b. **Mowing Cycle** shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, within which all prescribed maintenance activities for each area shall be completed.
- c. **Code Enforcement Officer** shall mean the duly authorized representative of the Code Enforcement Department who shall monitor the contractor's progress within his/her assigned area.
- d. **Director** shall mean the person responsible for the administration and execution of all activities within the department.
- e. **Contractor** shall mean the firm, agency or person providing mutually agreed upon services to the City.
- f. **Inclement Weather** shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- g. **Weeds (Brush and woody vines shall be classified as weeds)**
 - i. Weeds and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
 - ii. Weeds which bear or may bear seeds of downy or wingy nature;
 - iii. Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;
 - iv. Weeds and indigenous grasses on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed twelve (12) inches in height.
- h. **Nuisance** means any person doing an unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:
 - i. Injures or endangers the comfort, repose, health or safety of other;
 - ii. Offends decency;
 - iii. Is offensive to the senses;
 - iv. Unlawfully interferes with obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage;
 - v. In any way renders other persons insecure in life or the use of property; or
 - vi. Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others.

- i. **Examples of nuisances**
 - i. Trash: Including but not limited to old, dilapidated, scrap or abandoned metal, paper, building material and equipment, bottles, glass, appliances, furniture, beds and bedding, rags, rubber, motor vehicles, and parts thereof.
 - ii. Brush: Including but not limited to dead tree limbs/trunks, decayed vegetation or organic materials.
 - iii. Miscellaneous Materials: Automobile/truck parts or components, old appliances, bulk construction materials or any items fifty (50) pounds or over.
- j. **Trimming** shall refer to the cutting or removal of all plant material immediately adjacent to or under public structures. Also includes removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), steps, driveways, and pavements.
- k. **Edging** shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks (both sides), curbs, steps, driveways, and pavements.
- l. **Sucker Growth** shall mean the incidental, vegetative growth arising from the bases and lower trunk areas of trees which are not essential to the overall well being of the plant.
- m. **Rights-of-way** shall mean a strip of land occupied or intended to be occupied by a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees, or other special use.
- n. **Public Road** shall mean all public property reserved or dedicated for street traffic.
- o. **Sidewalk** shall mean all property reserved or dedicated for pedestrian traffic.
- p. **Easements** shall mean the right of a person, government agency, or public utility company to use public or private land owned by another for a specific purpose.

III. Contract Duration

The agreement shall be for a period of two (2) years with the option to renew for two (2) additional years, providing that both the City of Leavenworth and the Contractor agree and that costs remain the same. The City of Leavenworth shall notify the contractor by December 1, 2024 of the intent to renew the contract.

IV. Assignment and Inspection of Work

- a. **Code Enforcement Officer Duties:**
A Code Enforcement Officer will be assigned to the area for which he/she will be responsible for making inspections, re-inspections, monitoring the Contractor's activities, and ensuring the work performed in the assigned area is done to the quality level prescribed in the bid/contract and in accordance with prescribed time schedules. Upon determination of a violation of the specifications and/or terms of the contract or bid, the Code Enforcement Officer shall record, process, and submit all pertinent information to the Director for processing.
- b. **Assignment of Contractor for Property Maintenance Violations:**
All property maintenance violation job orders are required prior to any issuance of a work assignment to the contractor. The work orders will provide the name and address of contractor, location of job assignment, date/time, and monetary value of service and signature blocks for the contractor and Code Enforcement Officer. The contractor is responsible to pick up all work orders at the front reception desk.
- c. **Assignment of Contractor for City Owned Property Mowing contracts:**
All properties are distributed and assigned by geographical location and size. Properties are clustered into five (5) work areas based upon their approximate proximity to each other.

- d. Time to Complete Work for Property Maintenance Violations:
Upon receipt of any work order, the contractor shall be responsible for executing and completing the assigned job within five (5) business days. Invoicing for completed work shall be submitted to the City within (5) days of completion of work. Payment shall be made to contractor for completed work within 30 days of receipt of invoice.
- e. Time to Complete Work for mowing of City Owned Properties:
Upon approval to proceed, Contractor shall begin work and shall proceed with all reasonable dispatch to completion. The Contractor will be required to maintain all project areas assigned to him/her in the time allotments—mowing cycles—set for each project area. Work within an area must be completed in consecutive days. Inclement weather may result in the cancellation of a mowing cycle only if the Code Enforcement Officer or designated City representative determines that there was an insufficient time period during the entire mowing cycle available for the services described to be performed. It shall be assumed that the contractor can perform said services at the rate of twenty-five (25) acres per day per project area. Due to growth factors of the turf during the hot summer months, it may be necessary for the frequency of mowing to be increased or decreased. In order to verify the need for mowing, the Contractor shall contact the Code Enforcement Officer bi-weekly. Failure to get approval from the Code Enforcement Officer may result in non-payment for completed mowing.
- f. Failure to Maintain Mowing Schedule:
Failure on the part of the Contractor to maintain the required production rate for an area shall be sufficient reason for the Director to have the work in question, or portions thereof, completed by others. If work is completed by others, any additional cost caused by a higher bid price will be deducted from the contractor's billing statement. Failure to maintain the mowing schedule shall be determined in the following manner:
- i. All areas shall be maintained according to the mowing schedule to each area. Final assessment of each area shall be made by the Code Enforcement Officer on the morning following the end of each mowing cycle. If the contractor fails to meet the mowing specifications within the time limits of the schedule, then that portion of the work will be removed from his responsibility and may be immediately assigned to another contractor.
 - ii. In the event the contractor develops difficulty in meeting the mowing schedule and contract specifications, the contractor may also be assessed two hundred-fifty (\$250.00) dollars per day as liquidated damages because of breach of contract as aforementioned. Should it become necessary to penalize a contractor on more than one occasion for failure to meet the grounds maintenance specifications within the prescribed mowing schedule, the contractor may be released from his contractual obligation to the City of Leavenworth. The project area will then be awarded to an existing alternate contractor on a per area basis, or awarded to the next lowest and best bidder on a previous bid.
- g. Mowing Schedule:
Maintenance of all assigned City property within Clusters 1 through 5 shall be completed on a (14) day bi-weekly schedule (except as noted in Section IV e) beginning April 17, 2023, if needed, through the contract period for a maximum total of eleven (14) mowings.

h. Documentation of Work for Property Maintenance Violations

Upon submission of bi-weekly invoices for property maintenance violation mowing, the Contractor shall submit “before” and “after” photographs of each property mowed. Each photograph shall identify the specific location represented. Identification of photographs may be in the form of individual file names, or with a dry erase board or similar included in the photograph identifying the property. Failure to include before and after photographs with proper identification of each property mowed may result in non-payment for completed mowing.

The mowing schedule for the 2023 maintenance year will be as follows: (Except as noted in Section IV e)

i. Mowing Cycle for Clusters 1-5:

Cycle #	Date Period
1	April 17 - April 30
2	May 1 - May 14
3	May 15 - May 28
4	May 29 - June 11
5	June 12 - June 25
6	June 26 - July 9
7	July 10 - July 23
8	July 24 - August 6
9	August 7 - August 20
10	August 21 - September 3
11	September 4 - September 17
12	September 18 - October 1
13	October 2 - October 15
14	October 16 - October 29

NOTE: The designated Code Enforcement Officer has the authority to modify scheduled mowing cycles on a week to week basis. The cancellation will be based upon need, prevailing weather conditions, and available funding. The minimum number of mowing for Clusters 1-5 during the term of contract will be ten (10) assuming all work is completed satisfactorily.

NOTE: It shall be mandatory that a review of the contracted perpetual care area be conducted prior to beginning the first mowing cycle. Such a review shall be attended by the successful contractor and the assigned Code Enforcement Officer. The review shall include an explanation of the area to be maintained during subsequent mowings.

V. Grass and Weed Removal

Contractor is responsible throughout the contract period to remove all cut grass and debris which falls or is thrown by equipment upon the pavement of streets, sidewalks, driveways, or adjacent properties. Such removal shall take place prior to exiting the work site. Directional mowing will be utilized to minimize the amount of discharge onto such adjacent areas whenever possible. Safety discharge chutes shall remain in place and operational at all times.

VI. Supervision of Work Crew

Contractor shall provide supervision of all work crews at all times while performing work under this contract. Personal supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the Contractor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities.

VII. Contractors' Bidding Options and Response

Contractors will have the option of responding to all or portions of the services within this document. Under no circumstances shall any individual job assignments within each Cluster be divided or exchanged among other Clusters.

VIII. Selection Criterion

Selection of a Contractor will be base upon following factors:

- a. Ability to meet standards set forth within this document;
- b. Price;
- c. Ability to perform work stated within this document;
- d. Availability of contractor to perform work as assigned and;
- e. History of providing similar work.

IX. Insurance

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

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

General Liability:

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

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

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

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

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

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

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

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

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

Automobile Liability:

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

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

Workers Compensation:

Statutory

Employers' Liability:

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

Builders Risk/Installation (if required by Owner):

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

Umbrella Coverage (if required by Owner):

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

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

\$1,000,000 each claim and \$1,000,000 aggregate.

Waiver of Subrogation:

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

Sample Certificate:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/20/2008
PRODUCER FAX Agent Name: Agent Street Address: City & State Phone # Fax #		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Named Insured Address City and State Zip Code		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: Company AM Best Rating "A" or better
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	POLICY NUMBER			EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY	POLICY NUMBER			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	POLICY NUMBER			EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000				AGGREGATE \$ 1,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	POLICY NUMBER			<input checked="" type="checkbox"/> W/C STAT-LIAB/LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				EL EACH ACCIDENT \$ 100,000 EL D SEASE - EA EMPLOYEE \$ 100,000 EL D SEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Project name
 City of Leavenworth, Its Assigned, Officers & Affiliates are additional insured on a primary and non-contributory basis which included Products and Completed Operations on project shown.

CERTIFICATE HOLDER City of Leavenworth City Hall 100 No. 5th Street Leavenworth, KS 66048	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**CITY OF LEAVENWORTH
FOR COMMUNITY DEVELOPMENT & CODE ENFORCEMENT
BID SHEET
BID #**

Property Maintenance Violations Mowing Bid Sheet

Grass and Weeds (twelve inches or over)

Cost per square foot \$ _____

Trash, Brush and Miscellaneous awards will be on an as needed basis and given to the vendor providing the lowest cost quote for the specified location/job activities at the time services are needed.

****Tree cutting, trimming and removal will be awarded on an as needed basis. Only vendors whom hold a current tree trimming license with the City of Leavenworth shall be considered for individual quotes.****

Company Name: _____

Address: _____ City/State/ZIP _____

Phone: (____) _____

Authorized Person's Name & Title (Please print or type): _____

POLICY REPORT PWD NO. 23-10

CONSIDER APPROVAL OF THE DESIGN SERVICES CONTRACT
WITH GEORGE BUTLER & ASSOCIATES, INC. (GBA) FOR
THE 2023 SANITARY SEWER FLOW MONITORING & ANALYSIS PROJECT

City Project No. 2022-991

February 28, 2023

Prepared By:


Mike Stephan,
Project Manager


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

Reviewed By:


Paul Kramer,
City Manager

ISSUE:

Consider approval of the contract with George Butler & Associates, Inc. (GBA) for the 2023 Sanitary Sewer Flow Monitoring & Analysis Project.

BACKGROUND:

The City of Leavenworth has been concerned with the amount of Inflow and Infiltration (I&I) that enters the wastewater system and I&I reduction was identified as an important issue in recent master plans. The 2010 Wastewater Master Plan Update confirmed that the City should focus in the Three-Mile Creek Watershed in the Northeast area of the City. GBA performed Flow Monitoring in 2012 to identify locations in need of repair or replacement. Since then, the City has completed several Sanitary Sewer I&I Projects to help achieve a reduction in I&I. It is now time to re-evaluate this portion of the watershed to see if what we have been doing has made an impact in the amount of I&I entering our system.

The project will use temporary flow monitors for 90 days with the option to extend another 30 days if the rainfall during this time is small. A final report will be developed following the culmination of the flow monitoring. The report will summarize the data collected, the flow parameters analyzed, the areas where excessive I&I is occurring, compare the infiltration and inflow reduction of the basin per foot versus estimated costs to fix the basin. A cost to reduction will be evaluated to determine effectiveness of the repair methods and how other repair methods could be more effective.

BUDGET IMPACT:

The cost will be funded with Sanitary Sewer I&I funds set aside for this type of work in a not-to-exceed amount of \$86,096. This includes \$73,786 for the initial 90-day period. If an additional 30 days is needed to capture more rain events, the total cost would be \$86,096.

POLICY:

The City has been using GBA for professional services related to our Sanitary Sewer Projects for the past several years. They also completed Flow Monitoring in 2012 and have significant experience with this type of work in Kansas.

RECOMMENDATION:

Staff recommends approval of the design services contract with George Butler & Associates, Inc. for the Sanitary Sewer Flow Monitoring Project in an amount not to exceed \$86,096.

ATTACHMENTS:

Design Contract – George Butler & Associates, Inc.
(Includes Scope of Services & Fee Schedule)

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF LEAVENWORTH, KANSAS

AND

GEORGE BUTLER ASSOCIATES, INC.

ARTICLES OF AGREEMENT

This AGREEMENT made as of ____ day of _____ 2023, between the City of Leavenworth, Kansas, (hereinafter called the "CITY") and, George Butler Associates, Inc., (hereinafter called the "ENGINEER").

WITNESSETH:

WHEREAS, the CITY is in need of professional assistance for Engineering Services for 2023 Sanitary Sewer Flow Monitoring and Analysis; and

WHEREAS, the CITY is authorized and empowered to contract with the ENGINEER to provide professional services as hereinafter described; and

WHEREAS, the ENGINEER, a Kansas Corporation with offices at 9801 Renner Boulevard, Lenexa, Kansas, is registered in accordance with the laws of the State of Kansas and is qualified to provide the professional services desired by the CITY; and

NOW THEREFORE, the CITY and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services by the ENGINEER and the payment for those services by the CITY as set forth below;

IT IS AGREED THAT:

SECTION I - PROJECT

The CITY has selected and hereby employs the ENGINEER to perform Engineering Services for 2023 Sanitary Sewer Flow Monitoring and Analysis, hereinafter referred to as the Project.

SECTION II - SCOPE OF SERVICES

A. BASIC SERVICES

The ENGINEER shall provide for the City professional services listed in Attachment A - Scope of Services.

B. OPTIONAL SERVICES

Optional services shall be furnished by the ENGINEER upon receipt of a written agreement from the CITY.

SECTION III - RESPONSIBILITIES OF CITY

The CITY shall provide information and assistance as follows:

A. CITY REPRESENTATIVE

The CITY shall designate a representative authorized to act on the CITY'S behalf with respect to the Project. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ENGINEER in order to avoid delay in the orderly and sequential progress of the ENGINEER'S services. The ENGINEER shall interpret all requests for Optional Services by the CITY'S representative to have the full approval of the governing body of the CITY.

B. AUTHORIZATION

1. The CITY shall furnish approval, consents, and letters of authority as may be necessary for performing the services required under this Agreement in a timely manner.
2. Furnish to the ENGINEER a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement.

C. INFORMATION

The CITY shall provide to the ENGINEER:

1. All available reports, plans, specifications, background information, and other data pertinent to the services required under this Agreement; all of which ENGINEER may rely upon on the accuracy and completeness of the information so furnished in performing services hereunder.
2. All requirements for the Project, including project objectives and constraints, capacity and performance requirements, and budgetary limitations.

D. ACCESS TO SITE

The CITY shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property (subject to CITY'S easements) as required by ENGINEER to perform services covered by this Agreement.

E. CITY KNOWLEDGE OR CIRCUMSTANCES

1. The CITY shall give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Agreement.

2. The CITY shall give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER services.
3. The ENGINEER shall not be responsible for delays in the Project, or in the services hereunder, when delays are caused by the CITY, its agents, employees or contractors, or other causes beyond the reasonable control of ENGINEER.

F. MISCELLANEOUS

1. The CITY shall obtain advice of an attorney, insurance counselor and other ENGINEERS as CITY deems appropriate for examination and rendering of decisions pertaining to documents presented by the ENGINEER within a reasonable time so as not to delay the services of the ENGINEER.
2. If requested by the ENGINEER, the CITY shall furnish evidence that financial arrangements have been made to fulfill the CITY'S obligations under this Agreement.
3. The CITY shall pay for all filing fees, application fees and permits from all governmental authorities having jurisdiction over the Project, and from others as may be necessary for completion of the Project.
4. The ENGINEER shall have no obligation to CITY to execute any agreement or document subsequent to the signing of this agreement, (whether lender consent, certification or otherwise), which in the sole judgment of the ENGINEER may increase risk, modify its obligation under this agreement, require performance by the ENGINEER to any person or entity not a party to this agreement or adversely affect the availability or costs of its professional or general liability insurance.

SECTION IV - COMPENSATION

A. COMPENSATION

The CITY shall compensate the ENGINEER for services rendered and expenses incurred as described in this Agreement a maximum of **\$86,096.00** which includes \$12,310 for optional services which must be agreed to in writing before proceeding. The maximum compensation shall not be exceeded without further authorization by Supplemental Agreement as approved by the CITY.

Compensation to the ENGINEER by the CITY shall be based on actual hours worked plus direct expenses in accordance with the ENGINEER'S Standard Hourly Chargeout Rates.

It is hereby agreed that said Standard Hourly Chargeout Rates are subject to an annual adjustment by the ENGINEER on July 1st to reflect increases in salaries and overhead costs.

B. BASIS OF PAYMENT

Payments to the ENGINEER shall be made monthly upon receipt of an invoice to be submitted to the CITY. The CITY shall make payment to the ENGINEER within thirty (30) calendar days following the date of each invoice that is received by the CITY's Accounts Payable Department.

C. OPTIONAL SERVICES

Optional Services as described in Attachment A shall be provided as stipulated with a written agreement to proceed with such Optional services.

SECTION V - TERMINATION

A. The CITY may terminate this Agreement at any time with or without cause upon giving the ENGINEER fourteen (14) calendar days' prior written notice. The ENGINEER may terminate this Agreement upon giving the CITY fourteen (14) calendar days' prior written notice for any of the following reasons:

1. Breach by the CITY of any material term of this Agreement, including, but not limited to, payment terms.
2. Transfer of ownership of the Project by the CITY to any other persons or entities not a party to this Agreement without the prior written agreement of the ENGINEER.
3. Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any Optional Services required because of such changes.

B. The CITY shall within thirty (30) calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

C. The CITY shall reimburse the ENGINEER for all expenses reasonably incurred by the ENGINEER in connection with termination of this Agreement, including but not limited to demobilization, reassignment of personnel, and space and equipment costs.

SECTION VI - MISCELLANEOUS

And, finally, it is agreed that:

A. Before the initiation of performance under this Agreement, ENGINEER shall file with the CITY certificates of insurance, acceptable to the CITY, verifying coverages and identifying the CITY'S commissions and employees as additional insured as pertains to the Agreement. The additional insured clause shall not apply to the ENGINEER'S Professional Liability or Workers' Compensation policies. This inclusion shall not make the CITY a partner or joint venture with ENGINEER in its operations hereunder. The CITY, its officers, commissions, and employees, shall be named as additional insured as respects: Liability arising out of acts performed by or on behalf of the ENGINEER; products and

completed operations of the ENGINEER; premises owned, leased or used by the ENGINEER; or automobiles, leased, hired or borrowed by the ENGINEER.

A certificate of Insurance is not required if the ENGINEER has on file with the CITY'S Risk Manager a Certificate evidencing that current coverage is in force and evidence of subsequent coverage renewals is provided annually.

In the event of an occurrence, it is further agreed that any insurance maintained by the CITY, its officers, commissions, and employees shall apply in excess of and not contribute with insurance provided by policies named in this Agreement.

This insurance shall include the specific coverages and be written for not less than the limits of liability as specified below or required by law, whichever is greater.

Professional Liability

\$1,000,000 per occurrence and as an annual aggregate.

The ENGINEER shall maintain the full limit or coverage as stated above for a minimum of one year after substantial completion of the Project to the best of its ability.

Commercial General Liability

This insurance shall be written in comprehensive form and shall protect CITY against all claims arising from injuries to persons, other than its employees, or damage to property of the CITY, or others, arising out of any negligent act, error, or omission of ENGINEER or its employees, or subcontractors.

The Liability limits shall be not less than:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

Policy will include:

1. Premises and Operations
2. Broad Form Contractual
3. Personal Injury with Employee Exclusion Deleted
4. Products/Completed Operations
5. Broad Form Property Damage
6. Independent Contractors

Comprehensive Automobile Liability

This insurance shall be written in comprehensive form and shall protect ENGINEER against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the sites of the CITY of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be not less than:

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

Workers' Compensation and Employer's Liability

This insurance shall protect ENGINEER against all claims under applicable state Workers' Compensation laws. ENGINEER shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be not less than:

- | | |
|-------------------------|------------------------------------------------------------------------------------------------------------------------|
| 1. Workers Compensation | Statutory |
| 2. Employer's Liability | \$250,000 each occurrence |
| 3. Auto Liability | \$1,000,000 combined single limit per occurrence for bodily injury and property damage on owned and non-owned vehicles |

- B.** CITY may request digital copies of ENGINEER's design documents. Due to the potential that the electronic data set forth by ENGINEER being used for designs not professionally sealed by the ENGINEER and/or modified by the CITY, or others, unintentionally or otherwise, ENGINEER shall remove all indicia of its ownership, professional corporation name, and/or involvement from each electronic display in which CITY retains a digital copy or uses for its own designs. For documentation purposes, ENGINEER will retain an exact copy of all electronic data shared.

The CITY agrees to the fullest extent permitted by law, to release and hold the ENGINEER harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of the reuse or modification of the documents by the CITY or any person or entity that acquires or obtains the instruments of service from or through the CITY.

- C.** The ENGINEER agrees to keep confidential and not to disclose to any person or entity, other than the ENGINEER'S employees, subconsultants, or any permit authorities, if appropriate, any data and information not previously known to and generated by the ENGINEER or furnished to the ENGINEER and marked CONFIDENTIAL by the CITY. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the ENGINEER from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the ENGINEER in the defense of any suit or claim.
- D.** The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from any loss, damage, or cost (including reasonable attorneys' fees) to the extent caused by the ENGINEER'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those subconsultant(s) or employees of the ENGINEER .

The CITY agrees, to the fullest extent permitted by law, to release and hold the ENGINEER harmless from any loss, damage, or cost (including reasonable attorneys' fees) to the extent caused by the CITY'S negligent acts, errors, or omissions and those of the contractors, subcontractors, or employees of the CITY.

- E. In an effort to resolve any disputes that arise during the design or construction of the Project or following the completion of the Project, the CITY and the ENGINEER agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify in detail the facts of the dispute. The matter shall be submitted to a Mediator who shall hear the matter and provide an informal opinion and advice. Said informal opinion and advice shall be nonbinding on the parties but shall be intended to help resolve the dispute. The Mediator and the location where the mediation is held will be mutually agreeable between the parties. The Mediator's fees shall be shared equally by the parties.

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

- F. Except as provided herein, services hereunder shall be carried to completion without undue interruption. Subject to acquisition of essential data from the CITY, the services hereunder shall be scheduled with subsequent authorizations and commissions from other clients of the ENGINEER.
- G. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas and in the Jurisdiction of Leavenworth County if applicable.
- I. Since the ENGINEER has no control over the cost of labor, material or equipment, or over contractor's methods of determining prices, or over competitive bidding or market conditions, the opinions of probable construction cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by the ENGINEER. If CITY desires more accurate information on Project cost, it shall retain the services of a professional construction estimator.
- J. ENGINEER shall perform its services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of the ENGINEER'S profession.

SECTION VII – PERIOD OF SERVICES

Upon receipt of written authorization to proceed, ENGINEER shall perform the Basic Services within **270 Calendar days from notice to proceed.**

IN WITNESS WHEREOF, CITY OF LEAVENWORTH, KANSAS and GEORGE BUTLER ASSOCIATES, INC., by their authorized representatives, have hereunto subscribed their names this 23rd day of February, 2023.

ATTEST:

ENGINEER
GEORGE BUTLER ASSOCIATES, INC.



Name: Karen DiMauro
Title: Administrative Assistant



Gary S. Beck, P.E.
Vice President

ATTEST:

CITY
CITY OF LEAVENWORTH, KANSAS

Name:
Title:

Name:
Title:

Attachment A

Scope of Services 2023 Sanitary Sewer Flow Monitoring and Analysis City of Leavenworth

Intent and Purpose

The City of Leavenworth is requesting flow monitoring and analysis to be conducted following inflow and infiltration (I/I) removal construction projects completed as portion of the I/I Reduction Program. Temporary flow monitoring data will be collected at 3 locations previously monitored in 2012 within the Three Mile Creek watershed (SUB01) at the following locations:

- *01-02 (Control)*
- *01-03 (Partial I/I Removal)*
- *01-04 (Control)*

The temporary flow monitoring will be completed to determine impact of previous construction projects have had on I/I within the 01-03 Basin when compared to previous 2012 flow monitoring data. The other two monitoring sites will be used as control basins. Temporary flow monitoring will be conducted for 90 days with the option to extend another 30 days. All the flow monitoring equipment will continually collect flow depth and velocity measurements using 5-minute increments. The temporary meters will be manually downloaded on a bi-weekly schedule.

Previously the 2012 flow monitoring project included the use rain data from the two permanent weather stations. In the event these are not available, two GBA supplied and maintained rain gauge units are included in optional services.

A report will be developed following the culmination of the flow monitoring. The report will summarize the data collected, the flow parameters analyzed, the areas where excessive I/I is occurring, compare the infiltration and inflow reduction of the basin per foot versus estimated costs to fix the basin. A cost to reduction will be evaluated to determine effectiveness of the repair methods and how other repair methods could be more effective.

The results of the flow monitoring will be presented to the City Council as well as a recommendation for the direction of the I/I removal program.

Task A – Project Management

1. **Contract Administration.** ENGINEER shall provide contract maintenance throughout the duration of the project. This includes monitoring progress, budget and schedule, invoicing, and resource allocation of personnel and equipment for the overall project. ENGINEER will communicate with the City as required and provide progress status with each invoice.
2. **Kickoff Meeting.** Attend a project kickoff meeting with THE CITY and CFS to discuss and review the scope of services, roles and responsibilities, goals and objectives, projected schedule, anticipated equipment to conduct flow monitoring and proposed site locations and required coordination with CFS. The purpose of the kickoff meeting will be to establish common understanding of high commitment to the project
3. **Review Meeting.** A meeting will be scheduled with CFS and THE CITY to review data collected and summarized in the Draft Summary Report and address any comments for revisions of Final Summary Report.

Task B – Temporary Flow Monitoring

1. **On-Site Evaluations.** After review of updated CITY GIS data, locations determined to be probable flow monitoring sites, preliminary site visits will be conducted to evaluate flow characteristics for reliable proper installation for the flow monitoring equipment. If a proposed location is not considered suitable, ENGINEER will investigate and recommend alternate locations. For the sites determined to be candidates for flow monitoring, attribute data will be collected and included in the Final Report. Such data shall include manhole depth and pipe diameter measurements, notations of manhole surcharge evidence and a measurement of depth and velocity of the flow stream. In addition, schematics, and pictures of the access structures' "in" and "out" piping will be made. Flow meter pipe sizes will be accurately measured in the field to the nearest 1/8" using a sliding rule, and these sizes will be used in hydraulic flow calculations.
2. **Flow Monitoring (3 meters x 90 days).** Temporary flow monitoring will include installation and maintenance of three (3) Teledyne ISCO 2150 area-velocity flow meters in the Leavenworth sewer system. Temporary flow monitoring will be conducted for a 90-day period.
3. **Bi-weekly Servicing and Removal.** Field servicing visits will be done on a bi-weekly basis for each meter during the 90-day monitoring period. During each site visit, sensors will be cleaned to ensure proper accuracy of measurement and manual level and velocity readings will be collected to confirm calibration of each flow meter. All services will include confined space entry to conduct the manual measurements. Throughout the monitoring period, battery voltage levels

and meter desiccant conditions will be monitored and replaced as needed to ensure proper function of the flow meters. Data will be collected in 5-minute increments for all flow meters. Raw flow data will be accessible via a dedicated web server during the flow monitoring period. Adjustments to the equipment will be made to maintain a quality level of service.

4. **Flow Data Adjustments.** Flow data will be reviewed, and necessary adjustments will be made to account for incidents of level drifting, missing velocities, or other anomalies in the data prior to analysis. Adjustments to the data will be based on manual measurements gathered in the field during each site visit. If velocity readings are not recorded between services, then velocity profiling will be done using the Manning's "n" calculations.
5. **Flow Data Analysis.** Flow data analysis will be conducted using methods and procedures proven to be accurate and commonly used in the industry. These methods include determination of base flow (ADDF) and wet weather flows including rainfall induced inflow and infiltration (I/I), peak I/I flow calculation and I/I volumetric calculation for each significant storm event. A correlation will be established from multiple storm events to project peak I/I flows for a specific storm return interval (e.g., 10-year storm). A comparison of infiltration and inflow flow parameters to excessive flow parameter limits and to the 2012 previous pre-rehabilitation monitoring will be made to establish the amount of excessive I/I contributing to the flow for the monitored sub-basins and the effectiveness of the I/I reduction program.
6. **Rainfall Monitoring & Analysis.** Rainfall data from two (2) rain gauges will be utilized. Rain data will be analyzed to determine total rainfall recorded and to estimate return intervals for significant storm events. The rainfall data will be incorporated into the flow data analysis to be used for flow parameter calculations. Rainfall summaries will be included in all data submittals.

Task C – Reporting

1. **Draft Summary Report.** A draft summary report will be developed and will summarize work completed and present results of the data analysis and flow parameters of all flow metering sites. The summary report will also compare previous flow parameters to determine impacts of I/I reduction efforts and a comparison of the infiltration and inflow reduction of the basin per foot versus estimated costs to fix the basin. A cost to reduction will be evaluated to determine effectiveness of the repair methods and how other repair methods could be more effective. Based on a comparison, a recommendation will be made on continuing the I/I reduction program. The draft submittal will include all field collected inspection and flow monitoring data.
2. **Final Summary Report.** A final report will address any comments provided from a draft report review meeting. The Final Summary Report will be submitted

digitally with PDF copies of the corresponding report, site sheets, flow, and rainfall data spreadsheets with two printed hard copies if desired.

3. **City Council Presentation.** After the draft report review meeting, a draft presentation for the City Council will be prepared and sent to the City staff for review and comment. Based on the comments, the final presentation will be prepared and shared with City staff. A presentation will be made to the City Council with results and recommendations on direction of the program.

Task D – Optional Services

Optional services shall be provided only if approved by THE CITY. Compensation for these services will be at the given rates for this Task D. Authorization to proceed, if these services are required, shall be in writing specifying ENGINEER to perform these Optional Services.

1. **Extend Temporary Flow and Monitoring for 30 Days.** Additional flow monitoring will require additional rainfall and flow data collection, review, adjustments, and wet weather analyses not accounted for in the initial 90-day flow monitoring. This will all be performed for all the temporary meters extended beyond the original contracted 90-day monitoring period.
2. **Rain Gauges (2 meters x 90-120 days).** If the two permanent weather stations operated by the City are not accessible, GBA will install and maintain 2 rain gauges for the 90-day monitoring period. If the additional flow monitoring is required, the rain gauges will also be extended for an additional 30-day period.

WORK TASKS	LABOR ITEMS								DIRECTS					
	PRINCIPAL \$280	SENIOR ASSOCIATE \$245	PROJ LEAD \$195	SEN TECH \$155	SEN FIELD \$135	FIELD TECH \$110	ADMIN \$105	TOTAL HOURS	LABOR COST	FLOW MONITORING (METER-DAY) \$25	RAINFALL MONITORING (METER-DAY) \$20	MILEAGE \$0.62	DIRECT COST	TOTAL COST
Task A - Project Management														
A.1 Contract Administration	2	2	8	6				22	\$3,900				\$0	\$3,900
A.2 Kickoff Meeting	2	2	2	2				8	\$1,750				\$0	\$1,750
A.3 Review Meeting	2	2	2	2				8	\$1,750				\$0	\$1,750
Task A Sub-Total	6	6	12	10	0	0	4	38	\$7,400	0	0	0	\$0	\$7,400
Task B - Temporary Flow Monitoring														
B.1 Site Evaluations				2	8	8		18	\$2,270				\$0	\$2,270
B.2 Flow Monitoring (3 meters x 90 days)		2			6	6		14	\$1,900	270		800	\$7,246	\$9,206
B.3 Bi-Weekly Servicing and Removal					56	56		112	\$13,720				\$0	\$13,720
B.4 Flow Data Adjustments				30				30	\$4,650				\$0	\$4,650
B.5 Flow Data Analysis		2	2	24				28	\$4,600				\$0	\$4,600
B.6 Rainfall Monitoring & Analysis		2	2	20				24	\$3,980				\$0	\$3,980
Task B Sub-Total	0	6	4	76	70	70	0	226	\$29,710	270	0	800	\$7,246	\$38,426
Task C - Reporting														
C.1 Draft Summary Report	4	8	20	40				72	\$13,180				\$0	\$13,180
C.2 Final Summary Report	2	4	10	20				36	\$6,590				\$0	\$6,590
C.3 City Council Presentation	4	8	10	20				42	\$8,130				\$0	\$8,130
Task C Sub-Total	10	20	40	80	0	0	0	150	\$23,000	0	0	0	\$0	\$27,900
Total With 90 Days of Monitoring	16	32	56	166	70	70	4	414	\$60,170	270	0	800	\$7,246	\$73,786
Task D - Optional Services														
D.1 Extend Temporary Flow Monitoring for 30 Days (3 meters x 30 days)	3	3	3	20				29	\$5,260	90			\$2,250	\$7,510
D.2 Rain Gauge (2 meters X 90-120 days)									\$0		240		\$4,800	\$4,800
Task D Sub-Total	3	3	3	20	0	0	0	29	\$4,525	90	240	0	\$7,050	\$12,310
Total With Extra 30 Days of Monitoring	19	35	59	186	70	70	4	443	\$64,695	360	240	800	\$14,296	\$86,096

**EXECUTIVE SESSION
ATTORNEY-CLIENT PRIVILEGE**

FEBRUARY 28, 2023

CITY COMMISSION ACTION:

Motion:

Move the City Commission recess into executive session for a period of _____ minutes for the purpose of *discussing a real property matter with the City Attorney, under the justification for consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship* K.S.A. 75-4319 (b) 2. The City Commission, City Manager, and City Attorney will be present. The open meeting will resume in the City Commission Chambers at _____ p.m.