



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, OCTOBER 12, 2021 7:00 P.M.

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

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PROCLAMATIONS AND ACKNOWLEDGMENTS

1. Proclamations: (pg. 3)
 - a. Domestic Violence Awareness Month
 - b. Military Retiree Appreciation Day
 - c. World Food Day
 - d. Captain Jesse Leavenworth Chapter of the National Society of Daughters of the American Revolution 115th Anniversary

2. New Employee Welcome (pg. 7)

OLD BUSINESS

Consideration of Previous Meeting Minutes:

3. Minutes from September 28, 2021 Regular Meeting **Action:** Motion (pg. 9)
-

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. Fill out the sheet with requested information when you enter the meeting.*

Public Hearing:

4. Public Hearing Unsafe or Dangerous Structure 2201 Magnolia Drive Damage by Fire (pg. 14)
 - a. Open Public Hearing **Action:** Motion
 - b. Review of Property by Staff & Public Comments
 - c. Close Public Hearing **Action:** Motion
 - d. Consider Resolution B-2298 **Action:** Motion

General Items:

5. Mayor's Appointments **Action:** Motion (pg. 19)

Bids, Contracts and Agreements:

6. Consider Renewal of Waste Management Contract for 2022 Services **Action:** Motion (pg. 20)

First Consideration Ordinance:

7. First Consideration of Charter Ordinance Exemption out of K.S.A. 12-4203 Related to Uniform Complaints and Notice to Appear Filed in Municipal Court **Action:** Consensus (pg. 25)

Consent Agenda:

Claims for September 25, 2021, through October 8, 2021, in the amount of \$1,865,520.15; Net amount for Payroll #20 effective October 8, 2021 in the amount of \$348,137.60 (no Police & Fire Pension).

Action: Motion

Other:

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *One in every four women will experience domestic violence during her lifetime with approximately 15.5 million children exposed to domestic violence every year; and*
- WHEREAS,** *when a family member is abused, it can have long-term damaging effects on the victim that also leaves a mark on family, friends, and the community at large; and*
- WHEREAS,** *domestic violence is widespread and is devastating to society as a whole, and the problem crosses all economic, racial, gender, educational, religious, and societal barriers; and*
- WHEREAS,** *the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; and*
- WHEREAS,** *victims should have help to find the compassion, comfort, and healing they need, with access to medical and legal services, counseling, transitional housing so that they can escape the cycle of abuse and domestic abusers should be punished to the full extent of the law; and*
- WHEREAS,** *we encourage domestic violence victims and their families to seek assistance from the Alliance Against Family Violence Hotline (913-675-7217); and*
- WHEREAS,** *it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence; and*
- WHEREAS,** *the United States President, Congress and other agencies have expressed a commitment to eliminating domestic violence; and we must dedicated ourselves to protect vulnerable members of our society with local programs, state coalitions, national organizations, and other agencies to increase public awareness of domestic violence, and to eliminate it through prevention and education.*

NOW, THEREFORE, *I, Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby proclaim the month of October, 2021 as:*

Domestic Violence Awareness Month

and urge all the people of Leavenworth, Kansas to work towards the elimination of domestic violence.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this 12th day of October in the year of two-thousand and twenty-one.*

Nancy D. Bauder, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *Military Retirees have served our country faithfully in times of peace and war; and*

WHEREAS, *Military Retirees have made significant sacrifices in defense of our freedom and liberty; and*

WHEREAS, *a large number of Military Retirees and their families live, work, and play in the Leavenworth community; and*

WHEREAS, *the Fort Leavenworth Garrison will conduct a Retiree Appreciation Day on October 30, 2021*

NOW, THEREFORE, *I, Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas do hereby join the Fort Leavenworth Garrison in recognizing the contributions, sacrifices, and loyalty of Military Retirees in our community by proclaiming October 30, 2021 as:*

Military Retiree Appreciation Day

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this 12th day of October in the year of two-thousand and twenty one.*

Nancy D. Bauder, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *World Food Day, October 16, 2021, connects us to real food, which is local, healthy and sustainable and challenges members of the community to eat real, whether it is one ingredient, one meal, all day, or every day; and*
- WHEREAS,** *World Food Day, October 16, 2021, educates and inspires the Greater Kansas City community to create a stronger, healthier, more accessible, more sustainable local food system; and*
- WHEREAS,** *the health and well-being of our citizens is a primary concern for the City of Leavenworth reducing obesity and diet-related diseases by promoting safe and healthy diets is a critical factor in improving citizens' overall health; and*
- WHEREAS,** *supporting sustainable family farms and local agriculture benefits the local economy; and*
- WHEREAS,** *obtaining fair pay and safe conditions for food and farm workers is beneficial for both the producer and consumer so that the food we produce and consume is safe and fair for all; and*
- WHEREAS,** *expanding access to real food to those who live in food deserts is critical to alleviating hunger; curbing junk-food marketing aimed at children is vitally important in order to combat rising obesity rates and raise a generation of healthy children; and*
- WHEREAS,** *the Leavenworth Farmers Market has adopted the Double-UP Program to provide for healthful eating for members of the Supplemental Nutrition Assistance Program, by matching their purchases of fresh produce up to \$25.00; and*
- WHEREAS,** *protecting the health of the environment and farm animals is necessary to sustain future generations.*
- NOW, THEREFORE,** *I, Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby proclaim October 16, 2021 to be:*

World Food Day

in the City of Leavenworth, Kansas, and I urge all citizens to observe this day by choosing to follow one of the suggestions published on the National Today website at: nationaltoday.com/world-food-day/

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this 12th day of October in the year of two-thousand and twenty one.*

Nancy D. Bauder, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *October 23, 2021 is the 115th anniversary of the founding of the Captain Jesse Leavenworth Chapter of the National Society of the Daughters of the American Revolution, a women's service organization that honors the memory and spirit of the men and women who achieved American independence, and whose objectives are to promote education, historic preservation and patriotism; and*

WHEREAS, *the Captain Jesse Leavenworth Chapter NSDAR was founded on October 23, 1906, in Leavenworth, Kansas by Ruth Emma Johns with a charter membership of 15 to complete this important service work on the local level; and*

WHEREAS, *now, 132 Captain Jesse Leavenworth Chapter Daughters continue this fine tradition with the more than one million women who have served in this vibrant service organization; and*

WHEREAS, *Captain Jesse Leavenworth Chapter Daughters have provided over 11,000 hours of service to the Leavenworth community over the past three years, awarded Good Citizen medals to graduating high school seniors, promoted literacy and given recognition awards, continued the decades long tradition of awarding JROTC medals, provided scholarship funds to students for Vo-Tech training, and supported service members, their families, and veterans; and*

WHEREAS, *Captain Jesse Leavenworth Chapter proudly claims many members who were elected to serve at senior levels within the state, three of whom lead the state; and one who presently serves as an executive officer of the National Society; and*

NOW, THEREFORE, *I, Nancy D. Bauder, Mayor of the City of Leavenworth, Kansas hereby proclaim the entire month of October as a celebration of:*

The Captain Jesse Leavenworth Chapter of the NSDAR in the City of Leavenworth Kansas.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this 12th day of October in the year of two-thousand and twenty-one.*

Nancy D. Bauder, Mayor

ATTEST:

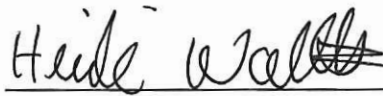
Carla K. Williamson, CMC, City Clerk

POLICY REPORT 21-04
New Employee Welcome Ceremony
October 12, 2021

Prepared by:

Reviewed by:

Reviewed by:



Heidi Walther
HR Assistant



Lona Lanter
HR Director



Paul Kramer
City Manager

ISSUE: To welcome newly hired regular full time and part time City of Leavenworth employees.

BACKGROUND: The City has established a program of welcoming new employees to the City Team. As part of this program, each new employee will be announced/introduced by the Mayor or the Mayor Pro Tem at a regular meeting of the Leavenworth City Commission. Each employee will also be presented with a welcome card and City of Leavenworth pin from their Department. Brief background information of each employee listed below is attached.

EMPLOYEES TO BE WELCOMED:

Clayton Pfrimmer
Brandon Cole
Nicole Shifflett
Julie McKeel
Victor Ramos
Laura Finney
Charlie Phillips
Kyle Anderson
Patrick Bradley
Ian McArthur
Kayla Land
Penny Holler
Austin Flint

Park Technician I
Streets Equipment Operator I
Administrative Clerk – Streets
PT Clerk Typist
Police Officer
Solid Waste Collector
Telecommunications Specialist
Firefighter
Firefighter
Firefighter
Police Officer
Assistant City Manager
Solid Waste Laborer

Clayton Pfrimmer – Clayton was hired on March 18, 2021, as Park Tech I. Clayton graduated from Lansing High School. He was previously employed with Hallmark Card as a Warehouse Employee.

Brandon Cole – Brandon was hired on June 10, 2021, as Streets Equipment Operator I. Brandon graduated from Leavenworth High School and received an Associate's Degree in Automotive Collision Repair from Northeast Technical College. He previously worked at Clearwater Pools & Spas as a Laborer.

Nicole Shifflett – Nicole was hired on July 8, 2021, as Administrative Clerk-Streets. Nicole graduated from Leavenworth High School and received a Bachelor's Degree in Psychology/Human Resources from Pittsburgh State University. She previously worked at Pittsburg State University as a Human Resource Assistant.

Julie McKeel – Julie was hired on July 22, 2021, as PT Clerk Typist. Julie graduated from Grant Falls High School. She previously worked at the Leavenworth County Sheriff's Office as a Dispatcher.

Victor Ramos – Victor was hired on July 22, 2021, as a Police Officer. Victor graduated from Modesto High School. He previously worked at Centric Projects as a Jaxman.

Laura Finney – Laura was hired on July 22, 2021, as a Solid Waste Collector. Laura graduated from Leavenworth High School and previously worked at Easton Bus as a Bus Driver.

Charlie Phillips – Charlie was hired on August 5, 2021, as a Telecommunications Specialist. Charlie got his GED from Kansas State and previously worked at Frontier Justice as a Range Safety Officer.

Kyle Anderson – Kyle was hired on September 9, 2021, as a Firefighter. Kyle graduated from Lansing High School. He received his Fire/EMS Certification from KCKCC. He previously worked at Octa Pharma Plasma as a Physician/AEMT.

Patrick Bradley – Patrick was hired on September 9, 2021, as a Firefighter. Patrick graduated from Eudora High School and received his Fire Service Administration from Johnson County Community College. He previously worked at Eudora Fire Department as a PT Firefighter/EMT.

Ian McArthur – Ian was hired on September 9, 2021, as a Firefighter. Ian received his High School Diploma through a home school program and previously worked at Olathe Medical as a Patient Care Tech.

Kayla Land – Kayla was hired on September 9, 2021, as a Police Officer. Kayla received her high school diploma through Learning Land Homeschool. She previously worked at Casey's as the Kitchen Manager.

Penny Holler – Penny was hired on September 16, 2021, as Assistant City Manager. Penny graduated from Wausau East High School and completed her Bachelor of Arts in International Relations from Centre College in Danville, KY. She went on to complete her Master of Public Administration from the University of Kansas. Penny comes to us from the City of Lawrence where she served as Management Analyst. Prior experience also includes Graduate Fellowship at the City of Cary, NC and Graduate Intern with the City of Eudora in addition to several Analyst roles within various county and state agencies.

Austin Flint – Austin was hired on September 23, 2021, as a Solid Waste Laborer. Austin graduated from Leavenworth High School and previously worked at Burger King as a Crew Member.



CITY OF LEAVENWORTH
100 N. 5th Street
Leavenworth, Kansas 66048

City Commission Regular Meeting
Commission Chambers
Tuesday, September 28, 2021 7:00 p.m.

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

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Police Chief Patrick Kitchens, Fire Chief Gary Birch, Housing Manager Andrea Cheatom, Community Development Coordinator Mary Dwyer, City Attorney David E. Waters Deputy City Clerk Cary Collins and City Clerk Carla K. Williamson.

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

Proclamation:

Fire Prevention Week October 3-9, 2021 – Fire Chief Gary Birch was present to accept the proclamation.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Preisinger moved to approve the minutes from the September 14, 2021 regular meeting and September 20 and 21, 2021 special meetings. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Second Consideration Ordinance:

Second Consideration Ordinance 8175 – Adopt 37th Edition Uniform Public Offense Code – City Manager Paul Kramer presented the ordinance for second consideration. Since first consideration on September 14, 2021 there has been no changes to the ordinance.

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

Second Consideration Ordinance 8176 – Adopt 48th Edition Standard Traffic Ordinances – Police Chief Patrick Kitchens presented the ordinance for second consideration. Since first consideration on September 14, 2021 there has been no changes to the ordinance.

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

Second Consideration Ordinance 8177 – Adopt 2021 Intersection Traffic Control Device Master List – Police Chief Patrick Kitchens presented the ordinance for second consideration. Since first consideration on September 14, 2021 there has been no changes to the ordinance.

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

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

Bella Whitlock – 1108 S Broadway

- Miss Leavenworth Teen Volunteer
- Platform is fire safety
- Was burned in a fire this summer and spent several weeks in KU Hospital and has fully recovered

Thomas Gould - 208 Miami

- 1050 10th Avenue on demolition list
- Was unable to attend at the public hearing
- Has repaired siding and trouble finding a roofer

City Manager Paul Kramer recommended he contact code enforcement. Mr. Gould stated that his father has contacted code enforcement.

Vicky Kaaz 3660 Tonganoxie Road

- Wanted to thank the Commission for Camp Leavenworth
- Was a volunteer at the event
- People had a wonderful time
- Very positive response
- Great use of the Transient Guest Tax to put on the event

Public Hearing:

Public Hearing Waiver of Temporary Liquor License for St. Joseph Church 306 N Broadway

Open Public Hearing:

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

Review of Properties by Staff:

City Clerk Carla Williamson 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 of any church, school, nursing home, library or hospital
- St Joseph Church located at 306 N Broadway is having its annual German Fest Dinner and Dance on Saturday October 23, 2021 and is requesting a waiver to apply for a temporary liquor license
- Letters were sent to all property owners within 300 feet of the location notifying them of the public hearing

Public Comment:

- Mr. Leo Fink addressed the Commission with the history of the church and the event

Close Public Hearing:

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

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

General Items:

Consider Cereal Malt Beverage License for Ava's Island Café 732 Shawnee Street – City Clerk Carla Williamson presented for consideration a request for an on premise Cereal Malt Beverage license for Ava's Island Café located at 732 Shawnee Street. The request has been approved by the Police Department.

Commissioner Leonhard moved to approve the issuance of a 2021 on premise consumption Cereal Malt Beverage license for Ava's Island Café at 732 Shawnee Street. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Resolutions:

Resolution B-2295 2021 Planters II Capital Fund Program Grant – Housing Manager Andrea Cheatom presented for approval Resolution B-2295 for the 2021 Capital Fund Program (CFP) grant # KS01P06850121 for Planters II in the amount of \$163,585.00. The grant funds must be accepted annually by the City Commission acting as the Leavenworth Housing Authority Commission.

Commissioner Griswold moved to adopt Resolution B-2295 accepting the 2021 CFP grant for Planters II. Commissioner Preisinger seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Resolution B-2296 2021-2025 Capital Fund Program Five-year Action Plan and the Capital Fund Annual Statement/Performance and Evaluation Report – Housing Manager Andrea Cheatom presented for approval Resolution B-2296 authorizing the submission of the plans to the U.S. Department of Housing and Urban Development (HUD).

Commissioner Preisinger moved to approve the plan and adopt Resolution B-2296 authorizing submission to HUD. Commissioner Leonhard seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Resolution B-2297 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) – Community Development Coordinator Mary Dwyer presented for approval Resolution B-2297 approving the 2020-2021 CAPER for submission to the U.S. Department of Housing and Urban Development (HUD).

Commissioner Preisinger moved to approve Resolution B-2297 approving the CAPER 2020-2021 for submission to the U.S. Department of Housing and Urban Development (HUD). Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Purchase of New Police Radios – Police Chief Patrick Kitchens presented for consideration and approval the purchase of replacement hand-held police radios from Motorola Solutions in the amount of \$201,237.00. The police department planned to submit the request in the 2023 Capital Improvements Program for the replacement however, the police department was notified by Motorola Solutions that they will no longer accept orders for replacement batteries for the existing radios. The State of Kansas as well as Johnson County Kansas conducted separate bids in which the City of Leavenworth can use. The Johnson County bid was lower and will be used. A trade-in of 50 of the radios will allow for a credit of \$15,000.00.

Commissioner Griswold moved to approve the purchase of replacement hand-held police radios in an amount not to exceed \$201,237.00 from Motorola Solutions. Commissioner Preisinger seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Consent Agenda:

Commissioner Wilson moved to approve claims for September 11, 2021, through September 24, 2021, in the amount of \$486,040.71; Net amount for Payroll #19 effective September 24, 2021 in the amount of \$374,744.27 (includes Police & Fire Pension in the amount of \$9,624.04). Commissioner Preisinger seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Other:

City Manager Paul Kramer:

- Trunk or Treat this year October 23
- Thanked parks department, refuse crews, and police department for the assistance with Camp Leavenworth
- Great interaction with city staff and public

Commissioner Preisinger:

- Comments on Camp Leavenworth and a successful event
- Flu shots are available at the VA as a drive through clinic

Commissioner Griswold:

- 2021 event took into account updates and changes from the 2019 event and learning with each event

Commissioner Leonhard:

- Thank you to all volunteers at Camp Leavenworth
- Police department did a great job

Commissioner Wilson:

- The community needed the Camp Leavenworth after 2020 and lock down

Mayor Bauder:

- Spoke to local businesses and they did very well with the amount of people that the festival brought in
- Local restaurants and food trucks were invited to apply to attend the festival

Adjournment:

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

Time Meeting Adjourned 7:58 p.m.
Minutes taken by City Clerk Carla K. Williamson, CMC

POLICY REPORT PWD NO. 21-35

PUBLIC HEARING FOR UNSAFE STRUCTURE
2201 MAGNOLIA DRIVE

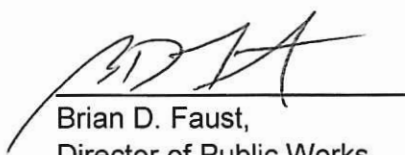
October 12, 2021

Prepared by:



Harold D. Burdette,
Chief Building Inspector

Reviewed by:



Brian D. Faust,
Director of Public Works

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Conduct a Public Hearing regarding the unsafe or dangerous structure located at 2201 Magnolia Drive.

BACKGROUND:

On August 24, 2021, the City Commission was presented a resolution regarding setting a date for a public hearing related to the structure located at 2201 Magnolia Drive that was damaged by fire. The Commission approved Resolution No. B-2290, setting October 12, 2021, as the date for a public hearing for the purposes of Chapter 20, Article V, of the City Code of Ordinances. The structure was damaged by fire on July 3, 2021. A building permit was issued on August 18, 2021, and interior demolition has been completed. The contractor has informed staff that additional materials have been ordered.

When structures are damaged by fire and the damage is severe enough that the settlement from the insurance company exceeds 75% of the face value of the policy covering the structure, the insurance company is required to draft a payment to the City of Leavenworth for 15% of the settlement. This money is to be used to either remove the structure if the owner decides not to repair it, or returned to the property owner once repairs have progressed to a reasonable point, which is when the exterior has been repaired and the interior is ready for wall finishes to be installed.

The City has received proceeds from the insurance company for this property in the amount of \$27,046.40. The money will be returned to the property owner when repairs have been completed to the point that the City typically releases the funds.

NOTIFICATION PROCEDURES:

On September 1, 2021, a copy of said resolution was mailed by certified, restricted delivery mail to the owner. The City Clerk published the resolution on the dates stated in the resolution.

RECOMMENDATION:

Staff recommends that the owner is given 90 days to complete the repairs to the point that the exterior repairs are completed and the interior has been inspected and approved so that the interior finish work can proceed. If the repairs are not completed at that time, then additional time may be given, and the money can be returned at a later date once the repairs have been completed to a point in the repair process that there is no need to consider demolition.

COMMISSION ACTION:

The Commission is asked to approve Resolution No. B-2298 giving the owners 90 days to complete the repairs, or another amount of time decided by the Commission.

ATTACHMENT:

Resolution No. B-2298
Photos of Structure

(To Be Published in the Leavenworth Times on October 19, 2021)

RESOLUTION NO. B-2298

A FINDING THAT A CERTAIN FIRE DAMAGED STRUCTURE LOCATED AT 2201 MAGNOLIA DRIVER AND HEREIN DESCRIBED IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the City Inspector of the City of Leavenworth, Kansas, did on the 24th day of August, 2021 file with the Governing Body a statement in writing that a fire damaged structure hereinafter described as “A single-family structure located at **2201 Magnolia Drive**. The property is legally described as: LOT 41, SHENANDOAH HEIGHTS SUBDIVISION PHASE 2, A SUBDIVISION IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS is unsafe and dangerous; and

WHEREAS, the Governing Body did adopt Resolution No. B-2290 fixing the time and place of a hearing at which the owner, their agents, any lienholders of record, and occupants of such structures could appear and show cause why such structure should not be condemned and ordered repaired or demolished and providing for giving notice thereof as provided by law; and

WHEREAS, Resolution No. B-2290 was published in the official City newspaper on August 31, 2021 and September 7, 2021, and a copy of said Resolution was mailed and served on the owner, agents and/or lienholder of record of such structure as provided by law; and

WHEREAS, on October 12, 2021 the Governing Body heard all evidence submitted by the Chief Building Inspector of the City and heard any evidence submitted by the owner, agents, or lienholders of records.

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

Section 1. That the Governing Body hereby finds that the fire damaged property described above is an unsafe and dangerous structure. The owner of the structure is hereby directed to commence repair or removal of such structure on or before that date listed in Section 2, and if such owner fails to commence such repair or removal within the time stated or fails to diligently prosecute the same until the work is complete, said Governing Body shall cause the structure to be razed and removed and the cost of such razing and removing, less salvage, if any, will be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

Section 2. The property is hereby given 90-days for repair or removal at which time the City Commission will review at the next scheduled meeting.

Section 3. Be it further resolved that the City Clerk and/or Chief Building Inspector shall cause this Resolution to be published once in the official City newspaper and a copy mailed to the owner, agents, and/or lienholder of record, and occupants or served personally as provided by law.

PASSED AND ADOPTED by the City Commission of the City of Leavenworth, Kansas
on this 12th day of October 2021.

Nancy D. Bauder, Mayor

{SEAL}

ATTEST:

Carla K. Williamson, CMC City Clerk



MAYOR'S APPOINTMENT

OCTOBER 12, 2021

Mayor Bauder

Move to

*Re-appoint the following members to the **Community Corrections Advisory Board**, with terms ending October 16, 2023.*

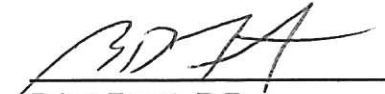
- *Patrick Kitchens*
- *Johnathan Pheral*
- *Marcia Jackson*

Requires a second and vote by the Governing Body.

**POLICY REPORT NO. 21-30
APPROVE 2022 LANDFILL SERVICES CONTRACT
WITH WASTE MANAGEMENT**

October 12, 2021

Prepared By:



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

Reviewed By:



Paul Kramer,
City Manager

ISSUE:

Consider approval of refuse disposal contract with Waste Management for 2022.

BACKGROUND:

The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950s. The City disposes of about 11,500 tons of municipal solid waste each year (5-year average is 11,443 tons). This waste is collected by City employees and placed into City-operated trucks and transported to a state-approved disposal site. In addition to the MSW, the City disposes of approximately 3,710 tons of Special Waste (Sludge/Grit) from the WWTP (Wastewater Treatment Plant).

The City has hauled MSW to various landfills over the years - most recently the Leavenworth County Transfer Station in 2018. The rates were significantly increased by the County for 2019. City staff conducted a review of options with the City Commission in July 2018, ultimately deciding to bid out landfill services. Waste Management was the low bidder and the City has been using their landfill in Shawnee since January 2019.

The rates for 2021 for both MSW and Special Waste was set by Waste Management at \$25.96/ton. In 2022, the cost for MSW is increasing by 5% to \$27.28/ton; however, the cost for Special Waste is increasing by roughly 81% to \$46.98/ton. The yearly cost for Special Waste will go from approximately \$96K to \$174K in 2022 (an increase of \$78K). While many Special Waste generators are experiencing issues with disposal, part of the reason for the increase in 2022 is that the City hauled more MSW to the Leavenworth County Transfer Station due to severe staff shortages during the spring and summer months. Waste Management was anticipating the City hauling more MSW to their facility and the reduction impacted their ability to maintain a stable landfill.

Per Waste Management: Waste Management identifies specific, special waste that carry potential risks, and wastewater sludges exhibit that risk. The Johnson County Landfill is at the maximum for MSW/sludge ratio, of 10%, thus increasing cost to maintain a structural stable landfill.

Accepting excessive amounts of sludge wet and/or soft wastes (wet wastes) into Sub D landfills can create one or more environmental, asset and/or safety risks including, but not limited to:

- Increased occupational risk to employees and equipment due to soft surfaces.
- Reduced structural stability of the landfill.
- Development of perched water zones and leachate seeps.
- Increased leachate production.
- Elevated landfill temperature risk.
- Exceedance of POTW pre-treatment requirements.
- Odor issues from hydrogen sulfide production.
- Unplanned increases in biological activity and gas production.
- Reduced GCCS efficiency.
- Increased OPEX and CAPEX.

There are other options for solid waste disposal that can be considered over the long term. These include, but are not limited to: sludge reed basins and land application. Staff will work with our consultant to evaluate the various options and to identify the most cost effective and sustainable long-term solutions.

STAFF RECOMMENDATION:

The Staff recommends the City Commission approve a contract for landfill services with Waste Management for 2022 in the amount of \$27.28/ton for Municipal Solid Waste and \$46.98/ton for Special Waste (Sludge/Grit).

ATTACHMENTS:

Waste Management Disposal Services Agreement



INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT

COMPANY:	Waste Management of Kansas, Inc.	
	<i>A WASTE MANAGEMENT COMPANY</i>	
Address:	2601 Midwest Drive, Kansas City, KS 66111	
Signed:	_____	
	<i>Authorized Signature</i>	
Name/Title:	_____	
Effective Date:	Jan. 1, 2022	<i>Date</i>

CUSTOMER:	City of Leavenworth, Kansas	
Address:	100 North 5 th Street, Leavenworth, KS 66048	
Signed:	_____	
	<i>Authorized Signature</i>	
Name/Title:	_____	
Initial Term:	12-month agreement commencing on 1/1/2022	<i>Date</i>

AGREEMENT

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

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with disposal services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"). "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, wastewater materials described as dewatered sludge, incinerator ash, grit, screenings and other wastes removed from the Customer's wastewater and/or storm water facilities ("Wastewater Materials"), medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. TERM OF AGREEMENT; RIGHT TO PROVIDE COMPETING OFFERS. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term", with "Initial Term," collectively, the "Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed. Notice of termination received at any other time will be considered ineffective and the Agreement will be considered automatically renewed upon completion of the then-existing term. If Customer receives an offer from (or makes any offer to) a third party relating to such third party's provision to the Customer of the same or similar Services to those provided hereunder, Customer shall give Company prompt written notice of any such offer and a 15-day period to respond to such third party offer prior to Customer agreeing to such third party offer.

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

analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis. Company also may reject any Industrial Waste that could adversely impact the receiving facility, or Company may terminate the Agreement or the applicable Exhibit A related to such Industrial Waste.

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

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. Company reserves the right, and Customer acknowledges that it should expect Company to increase or add Charges payable by Customer hereunder during the Term. The rates may be adjusted by Company to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A; any increase in or to recoup all or any portion of, disposal, transportation, processing, fuel or environmental compliance fees or costs, or recovery of the Company's and affiliates' costs associated with host community fees, waste disposal taxes and similar charges paid to municipal or other governmental authorities or agencies to engage in recycling and waste collection, transfer, processing, disposal and treatment; any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes (occurring from and after three (3) months prior to the Effective Date) in local, state or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



WM – Industrial Landfill Sales
 Technical Service Center
 W132 N10487 Grant Dr
 Germantown, WI 53022
 1-800-963-4776 Toll Free
 1-866-800-2591 Fax

Exhibit A

Service / Generator			
Name: City of Leavenworth		EPA ID#	
Generator SIC:		Address: 100 North 5 th Street, Leavenworth, KS 66048	
Contact: Brian Faust	Phone: 913-684-0375	County: Leavenworth	
Fax:	E-mail : brian.faust@firstcity.org		
Billing		Existing MAS Account #	
Name: City of Leavenworth		Address: 100 North 5 th Street, Leavenworth, KS 66048	
Contact: Brian Faust			
Phone: (913) 684-0356			
Fax: 913-682-0282		E-mail : brian.faust@firstcity.org	
Material Billing Information		Purchase Order #	
Material/Tax /Fees	Material /Ticket Descriptions	Rate/UOM	Minimum/UOM
Disposal	Municipal Solid Waste	\$27.28/TN	1-Ton
Disposal	Special Waste (Sludge/Grit)	\$46.98/TN	1-Ton
Disposal	Industrial Waste (Street Sweeping)	\$27.28/TN	1-Ton
Disposal	Construction Debris	\$27.28/TN	1-Ton
Fuel Fee	Waived		
Environmental Fee	Waived		
Wastewater Fee	Waived		
RCR Fee	Waived		

Terms of Sale:

- If Waste Management (or a Waste Management contracted hauler) is **NOT** providing the transportation services, you must ensure that the transporter is licensed and approved to haul the Special Waste or the Hazardous Waste.
- Please see profile approval form for special handling instructions and profile expiration date.

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste and Disposal Services Agreement between the parties dated: 1-01-2021

City of Leavenworth Waste Management of Kansas, Inc.

 Signature Date

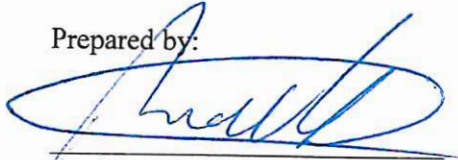
 Signature Date

 Printed Name

SR.IAM

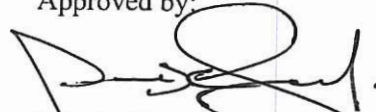
**Policy Report No. 13-2021
2021 Charter Ordinance
Uniform Complaint and Notice to Appear
October 12, 2021**

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Paul Kramer, City Manager

ISSUE:

Our Municipal Court Prosecutor discovered a technical error in the procedures for Animal Control Officers issuing uniform complaints and it is necessary to adopt a Charter Ordinance to correct the error.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

The city prosecutor became aware that Law Enforcement Officers are not always involved or available for certain violations of the city code. This is especially evident in regards to animal control issues. Many of these cases involve direct interaction between our animal control officers and a member of the public. In an effort to free up our LEOs and to allow the animal control officers to issue citations in the field, it became necessary for the City to enact this charter ordinance.

This Charter Ordinance specifically allows animal control officers to issue citations in the field, instead of trying to track down the animal owners at a later date. It also allows the animal control officers to issue these citations without the assistance of LEOs. This allows for judicial expediency and is in line with what several other cities in Kansas are doing. These cities include Lenexa, Kansas City, Topeka and Manhattan. The city prosecutor also received input from the League of Kansas Municipalities in drafting this Charter Ordinance.

BUDGET IMPACT:

There is no budget impact.

COMMISSION ACTION:

Place a Charter Ordinance on first consideration that specifically identifies Animal Control Officers as having the authority to issue a Uniform Notice to Appear for Violations.

Charter Ordinance No. ____ Effective Date: _____

CHARTER ORDINANCE NO. _____

A CHARTER ORDINANCE EXPEMPTING THE CITY OF LEAVENWORTH, KANSAS FROM K.S.A. 12-4203 AND 12-4204, AND PROVIDING SUBSTITUTE LANGUAGE AND ADDITIONAL PROVISIONS OF THE SAME SUBJECT; RELATING TO UNIFORM COMPLAINTS AND NOTICES TO APPEAR FILED WITH THE MUNICIPAL COURT.

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

SECTION 1. The City of Leavenworth, Kansas, by virtue of the power vested in it by Article 12 Section 5, of the Constitution of the State of Kansas, hereby elects to, and does exempt itself and make inapplicable to it, K.S.A. 12-4203 and 12-4204 which applies to this City, but is part of an enactment which does not apply uniformly to all cities and provides substitute and additional provisions on the same subject hereinafter provided.

SECTION 2. (a) For purposes of the Charter Ordinance the term “City of Leavenworth Officer or Employee” shall mean: a law enforcement officer, clerk of the municipal court or duly appointed representative, or animal control officer. No provision of this Charter Ordinance shall be construed to empower the clerk of the municipal court or duly appointed representative, or animal control officer with the powers of arrest, search, detention, or other powers of law enforcement officers, except as provided by law.

SECTION 3. Complaint; service; notice to appear or warrant; failure to issue.

(a) A copy of the complaint shall be served, together with a notice to appear by a “City of Leavenworth Officer or Employee” upon the accused person, and forthwith, the complaint shall be filed with the municipal court, except that a complaint may be filed initially with the municipal court, and if so filed, a copy of the complaint shall forthwith be delivered to the city attorney. If a warrant is to issue, it shall only be served by a law enforcement officer in the same manner as prescribed herein.

(b) If a city attorney fails either to cause a notice to appear or to request a warrant to be issued, on a complaint initially filed with the municipal court, the municipal judge may, upon affidavits filed with him or her alleging the violation of an ordinance, order the city attorney to institute proceedings against any person. Any such municipal judge shall be disqualified from sitting in any case wherein such order was entered and is further prohibited from communicating about such case with the municipal judge pro tem appointed by the municipal judge to preside therein.

SECTION 4. Notice to appear; contents; form. A notice to appear shall describe the offense charged, shall summon the accused person to appear, shall contain a space in which the accused person may agree, in writing, to appear at a time not less than five (5) days after such notice to appear is given, unless the accused person shall demand an earlier hearing. A notice to appear may be signed by a municipal judge, the clerk of the municipal court, the city attorney, or a “City of Leavenworth Officer or Employee.”

A notice to appear shall be deemed sufficient if in substantially the form of the notice to appear, to wit:

IN THE MUNICIPAL COURT OF _____, KANSAS The City of _____, Kansas
vs.
_____, (Accused person)
_____, (Address)
NOTICE TO APPEAR
The City of _____, Kansas, To The Above Named Accused Person. You are hereby summoned to appear before the Municipal Court of _____, Kansas, on the ____ day of _____, 20__, at _____ o'clock, __.m., to answer a complaint charging you with _____

If you fail to appear a warrant will be issued for your arrest. Dated _____, 20__.
_____ Signature of Official
_____ Title of Official
I agree to appear in said Court at said time and place.
_____ Signature of Accused Person
RETURN
The undersigned hereby certifies that on the ____ day of _____, 20__, the notice to appear was served, mailed or delivered.
_____ Law Enforcement Officer, City of Leavenworth Officer or Employee

SECTION 5: Uniform Complaint and Notice to Appear.

(a) A complaint and notice to appear, as described in Section 3 and 4, may be issued by a uniform complaint and notice to appear that substantially incorporates the required information in each section.

(b) A Uniform Complaint and Notice to Appear shall be served upon the accused person by delivering a copy to the accused personally, or by leaving it at the dwelling house of the accused person or usual place of abode with some person of suitable age and discretion then residing therein, or by mailing it to the last known address of said person.

(c) The Uniform Complaint and Notice to Appear may be served by a “City of Leavenworth Officer or Employee” within the state and, if mailed, shall be mailed by such “City of Leavenworth Officer or Employee.” Upon service by mail, the “City of Leavenworth Officer

or Employee” shall execute a verification to be filed in Municipal Court with the copy of the notice to appear. Said verification shall be deemed sufficient if in substantially the following form:

The undersigned hereby certifies that on the _____ day of _____, 20____, a copy of the Uniform Complaint and Notice to Appear was mailed to _____ (the accused), at _____ (address of the accused).

Signature of Leavenworth City Officer or Employee

SECTION 6. This Charter Ordinance shall be published once a week for two (2) consecutive weeks in the official city newspaper.

SECTION 7. This Charter Ordinance shall take effect sixty-one (61) days after its final publication, unless a sufficient petition for a referendum is filed and a referendum held on this Charter Ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED AND APPROVED by the Governing Body, not less than two-thirds of the members elect voting in favor thereof, this _____ day of _____ 2021.

Nancy D. Bauder, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

Publish: Leavenworth Times

First Publication Date: _____

Second Publication Date: _____