



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, JANUARY 24, 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

Consideration of Previous Meeting Minutes:

1. Minutes from January 10, 2023 Regular Meeting **Action:** Motion (pg. 2)

Second Consideration Ordinances:

2. Second Consideration Ordinance No. 8207 Approval of Special Use Permit for Residential Home Stay 723 S. 10th Street
Action: Roll Call Vote (pg. 11)
3. Second Consideration Ordinance No. 8208 Granting an Electric Franchise with Evergy Kansas Central, Inc.
Action: Roll Call Vote (pg. 14)

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 sign-up sheet will be provided in the commission chambers for anyone wishing to speak.

General Items:

4. Consider Abatement of Administrative Fees on Nuisance Special Assessments 1229 Spruce Street
Action: Motion (pg. 27)

Bids, Contracts and Agreements:

5. Consider Camp Leavenworth Event Management Contract **Action:** Motion (pg. 32)
6. Consider Leavenworth Attainable Housing Proposal **Action:** Motion (pg. 42)
7. Consider Police Department License Plate Reader System **Action:** Motion (pg. 46)
8. Consider Police Department Weapons Upgrade **Action:** Motion (pg. 68)

First Consideration Ordinance:

9. First Consideration Ordinance for Amending the Code of Ordinances regarding Towing and Impoundment of Vehicles
Action: Consensus (pg. 73)

Consent Agenda:

Claims for January 7, 2023, through January 19, 2023, in the amount of \$728,036.14; Net amount for Payroll #01 effective January 13, 2023, in the amount of \$375,816.63 (No Police & Fire Pension).

Action: Motion

Other:

Adjournment

Action: Motion



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

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Finance Director Roberta Beier, Planning & Community Development Director Julie Hurley, Leavenworth Housing Authority Manager Andrea Cheatom, Public Works Director Brian Faust, Parks & Recreation Director Steve Grant, Parks & Recreation Superintendent Brian Bailey, 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.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Bauder moved to accept the minutes from the December 13, 2022 regular meeting and the December 20, 2022 special meeting. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

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

Louis Klemp 1816 Pine Ridge Dr:

- Handed out pictures of since torn down/rebuilt locations in Leavenworth
- Mentioned voting for a Mayor and that the City should change the form of government
- Mentioned the request from Sister Vickie to build duplexes for the homeless and the valuation of that entity

General Items:

Mayor's Appointment:

Mayor Wilson moved to reappoint to the Airport Advisory Board Jeffery Bouma, Greg Kaaz, Bob Euler and Lisa Haack to terms ending December 31, 2025; to reappoint to the Deer Management Advisory Committee Clay McDaniel, Ed Menard and Jamie Whitworth to a term ending December 31, 2025; to reappoint to the Parks & Community Activities Board David Davis, Wendy Sachen, Edna Wagner and Esteban Zamora to terms ending January 15, 2026; and to reappoint to the Sister City Advisory Board Maxine Hunter and Terry Weakley to a term ending December 31, 2025. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Consider Cereal Malt Beverage License for Leavenworth Operations LLC (K-7 Stop), 300 N 4th Street – City Manager Paul Kramer presented for consideration a request for an off premise Cereal Malt Beverage License for Leavenworth Operations LLC, doing business as K-7 Stop located at 300 N 4th Street. The request has been reviewed and approved by the Police Department.

Commissioner Martin moved to approve the issuance of a 2023 off premise Cereal Malt Beverage License for Leavenworth Operations LLC (K-7 Stop) at 300 N 4th Street. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Bids, Contracts and Agreements:

Consider Award of Bid for Planters II Flooring Project Floors 2 through 10 – Leavenworth Housing Authority Manager Andrea Cheatom presented for consideration award of the bid for the replacement of flooring and cove base at Planters II to include hallways, laundry rooms and elevator lobbies on floors 2 through 10. This item was tabled at the last meeting in order to address the sales tax item. The Leavenworth Housing Authority contacted five companies to supply a proposal for the specified work. Three companies responded and two provided a quote. This procedure was performed in accordance with HUD’s procurement policy and in compliance with Davis-Bacon wages. There are sufficient funds available in the Capital Fund Program grant for this project. The flooring was last updated 12 and half years ago.

Commissioner Bauder moved to award the bid for the removal and installation of all flooring on floors 2 through 10 of Planters II to Seifert’s Flooring, Inc., in an amount not to exceed \$99,755.72. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Consider Award of 4-Ton Trailer Mounted Falcon Hotbox – Public Works Director Brian Faust presented for approval the purchase of a 4-Ton Trailer Mounted Falcon Hotbox through Sourcewell. The 2023 CIP included a new trailer mounted hotbox for the Streets Division. The hotbox is crucial for operations and will allow two (2) crews to pothole patch Citywide. After reviewing available purchase options, department staff chose to utilize the cooperative purchase available through Sourcewell. This program allows the City to purchase the hotbox that meets our needs while guaranteeing that standard governmental purchasing practices are followed. The actual cost is higher than budgeted in the CIP; however the difference will be made up by the reserves in the CIP Sales Tax Fund.

Commissioner Bauder:

- Asked what is life expectancy of this

Mr. Faust:

- At least 10 years and used frequently throughout the year

Commissioner Hingula:

- Asked how old is the current one

Mr. Faust:

- We plan to keep the current one, but it doesn’t have the heater and is a smaller unit

Commissioner Martin moved to approve the purchase of a 4-Ton Trailer Mounted Falcon HotBox from Kirby-Smith Machinery, in the amount not to exceed \$54,279.00. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Consider Award of Design Services Contract for Vilas Street ADA and Sidewalk Upgrades Project – Deputy Public Works Director Earl Wilkinson presented for approval the contract with Bartlett & West for the development of the Vilas Street ADA and Sidewalk Upgrades Project plans and specifications. The City of Leavenworth initially submitted two (2) Transportation Alternatives (TA) Grants to KDOT, and during the review process KDOT asked that the two projects be combined into one grant application. The City was notified that the project had been selected to receive federal funds from the TA Program. The estimated cost for the construction of the project is \$1,582,300 and the Federal TA award is for \$1,265,840 and the local share will be \$316,460. The Federal TA Funding is only available for construction and construction inspection, therefore the City will be responsible for the costs associated with the preliminary engineering, design, right-of-way and utility relocation along with the 20% local construction match. Once design begins, it will take approximately 14 months for the project to go through the KDOT design and review requirements before it can be finalized and ready to advertise for construction. The cost will be funded with Federal Fund Exchange Dollars.

Commissioner Martin:

- Asked when will we see conceptual design

Mr. Wilkinson:

- In about 4 months

Commissioner Bauder moved to approve the design services contract with Bartlett & West for the Vilas Street ADA and Sidewalk Upgrades Project in an amount not to exceed \$198,666.00. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Consider Bids for Water Pollution Control Division Chemicals – Public Works Director Brian Faust presented for consideration the bids for WPC chemicals. Staff recommends approval of the low bids for the following chemicals Ferrous Chloride, in an amount not to exceed \$1.29/lb, Sodium Hypochlorite, in an amount not to exceed \$3.30/gal and Polymer, in an amount not to exceed \$2.77/lb. The two (2) chemicals where no bids were received will be purchased separately. The quantity of these two (2) chemicals is small enough to only require quotes based on the City’s Purchasing Policy.

Chemical	Price Paid 2021	Price Paid 2022	Cost for 2023	Vendors for 2023
Ferrous Chloride	\$0.96/lb. Fe	\$0.95/lb. Fe	\$1.29/lb. Fe	OFS, Inc.
Hydrogen Peroxide	\$0.31/lb.	\$0.35/lb.	No Bid	No Bid
Sodium Hypochlorite	\$1.50/gal	\$1.66/gal	\$3.30/gal	Edwards Chemicals
Sodium Hydroxide	\$0.235/lb.	\$0.329/lb.	No Bid.	No Bid
Polymer	\$1.92/lb.	\$2.53/lb.	\$2.77/lb.	Atlantic Coast Polymers

Commissioner Bauder:

- The rising costs is to be expected but it’s gone up considerably

Commissioner Martin:

- Asked is this delivered pricing

Mr. Faust:

- Yes it is

Commissioner Bauder moved to accept the low bids for chemicals as presented. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Consider Award of Contract for 2023 Biennial Bridge Inspection Services – Public Works Director Brian Faust presented for consideration the award of contract for the 2023 Biennial Inspection Services to Alfred Benesch & Company. The Federal Highway Administration (FHWA) issued National Bridge Inspection Standards (NBIS) that both states and localities must comply with. Cities that own bridges that are not on the state system are responsible for inspection of those structures at least every two (2) years. There are 39 bridges located within the City limits that are to be inspected with this project. In 2021, the City selected Alfred Benesch & Company based on their experience and response to our Request for Qualifications. As part of their work, Benesch inspected the bridges and imported the data into electronic format that can be used moving forward to create an asset management component, similar to what we are doing with streets and traffic signals. Using the same firm for several inspection cycles creates consistency in the inspections and reduces cost as a new firm will need to familiarize their staff with our bridges and prior evaluations. The adopted CIP contains \$40,000 for the biennial bridge inspections.

Mayor Wilson:

- Asked when an issue is identified who makes the repairs

Mr. Faust:

- These are City owned bridges, so the City is responsible for the repairs

Commissioner Hingula moved to approve the contract with Alfred Benesch & Company for the 2023 Biennial Bridge Inspection services, in an amount not to exceed \$35,535.00. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Consider Award of Contract for Wollman Aquatic Center Revitalization Project – Parks & Recreation Director Steve Grant presented for consideration award of the contract for the revitalization project at Wollman Aquatic Center. Through the City's ARPA funding, a project to revitalize the Wollman Aquatic Center was approved by the Commission during ARPA discussions. The aquatic center has just completed its 20th season of operation and staff suggested a project to provide a new look and opportunities for patrons. The revitalization will include:

- Rebuild/overhaul of existing main pool pump and slides pumps
- Refurbish existing Starburst water feature in main pool
- Replace water features in the youth pool with more interactive features
- Replace missing tiles, re-grout tile, and repaint the youth pool
- Replace canopy fabric of existing shade structures
- Install three (3) new cantilever shade structures.

Staff has selected the Greenbush Cooperative Purchasing program for execution of this project. This program allows for the purchase of specific items and services that meet our standards through a manufacturer with a proven record of customer service in the region. Staff recommends Playscape

Recreation LLC for the execution of this project. The City's experience with Playscape Recreation LLC was a very positive one as they installed the new splash pad at Hawthorne Park in 2022. Total cost for purchase and installation, as well as maintenance items, is \$155,523.00. The City Commission approved ARPA funds to be utilized for the purpose of revitalizing Wollman Aquatic Center.

Commissioner Bauder:

- Do we not have to do the cooperative bid

Mr. Grant:

- This is through the Cooperative Purchasing program

Commissioner Bauder:

- I bet the shade structures are costly due to the climate we are in and needing a product to withstand it

Commissioner Hingula:

- Asked about the Contingency line item on the bid

Mr. Grant:

- Explained if they don't need to do some of those labor intensive things, we can get some or all of that amount back

Commissioner Martin moved to award the contract for the Wollman Aquatic Center Revitalization Project to Playscape Recreation LLC on the Greenbush Cooperative Purchasing contract in an amount not to exceed \$155,523.00. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Consider Purchase of New Features for the Youth Pool at Wollman Aquatic Center – Parks & Recreation Director Steve Grant presented for consideration award of the contract for the purchase and installation of new features for the youth pool at Wollman Aquatic Center. As part of the aquatic center revitalization project, staff consulted with the Wollman Aquatic Center design firm, as well as our current aquatics maintenance consultant, as to potential replacement features in the youth pool to provide patrons a new experience with interactive features. Water Odyssey was recommended, as the current features and controls are manufactured by Water Odyssey. Staff is recommending purchase of the following features: Devan Dolphin Water Slide and Billy Box Turtle play forms. Each play form will be custom made to fit the youth pool. Staff has selected the Omnia Partners Cooperative Purchasing program for these items from Water Odyssey. This program allows for the purchase of specific items and services that meet our standards through a manufacturer with a proven record of customer service in the region. Cost of the two features to include delivery is \$27,764.44. The City Commission approved ARPA funds to be utilized for the purpose of revitalizing the Wollman Aquatic Center

Commissioner Hingula:

- Asked can we ensure timing is discussed with the contracts so everything is ready to go at the same time

Mr. Grant:

- Yes that is the intent

Commissioner Martin:

- Asked about the freight cost and that it seemed high

Mr. Grant:

- The play form features are good sized items and freight costs are up at this time

Commissioner Bauder moved to award the contract for the purchase of the two water features for Wollman Aquatic Center youth pool to Water Odyssey on the Omnia Cooperative Purchasing contract in an amount not to exceed \$27,764.44. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Consider Purchase and Installation of Stubby Park Shelter – Parks & Recreation Director Steve Grant presented for consideration award of the contract for the purchase and installation of the shelter facility at Stubby Park. In 2020, the playground equipment at the park was replaced. The overall footprint was widely expanded to multiple play features and composite play structures. The parking lot was also expanded along with additional access walkways installed. This expansion has made the site a destination playground, making it readily apparent for the need of a permanent restroom and larger shelter. In 2022 the City issued temporary notes in the amount of \$800,000 to fund the following park projects:

- Splash Pad at Hawthorne Park
- Stubby Park Restroom
- Havens Park Restroom
- Stubby Park Shelter; pending availability of funds

The shelter will be of wood construction and similar in style to the park shelters at Hawthorne and Cody Park. Staff elected to utilize the Sourcewell Cooperative Purchasing contract with BKM Construction. The work by BKM in 2020 and in 2022 was very professional and staff feels confident with their ability to construct a high quality shelter at Stubby Park. The final contract amount for the shelter project is \$70,316.43. All four park projects will total approximately \$790,000 and will exhaust the issued temporary notes.

Mayor Wilson:

- Asked how many people can occupy this shelter

Mr. Grant:

- We will probably keep 10 picnic tables out there because it is larger than our other ones

Commissioner Hingula:

- The Policy Report states we have a shelter at Stubby will we have 2

Mr. Grant:

- No, that is a misprint and should be Cody Park

Commissioner Bauder moved to award the contract for the purchase and installation of the park shelter at Stubby Park to BKM Construction, LLC on the Sourcewell Cooperative Purchasing contract in an amount not

to exceed \$70,316.43. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

First Consideration Ordinance:

First Consideration Ordinance for Special Use Permit for a Residential Home Stay at 723 S 10th Street – Planning and Community Development Director Julie Hurley presented for first consideration an ordinance that would allow a Residential Home Stay at 723 S. 10th Street. Residential Home Stays are allowed in the R1-6 zoning district with the approval of a Special Use Permit. Per the applicant, they intend to utilize the single-family structure for short-term rentals with a focus on providing housing for military families while locating to and from Leavenworth, as well as anyone visiting the area. The property provides a driveway for off-street parking and a fenced back yard for privacy. The Commission may recommend issuance of a special use permit whenever it finds that:

- The proposed special use complies with all applicable provisions of this ordinance.
- The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public.
- The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.
- The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations.

The Planning Commission considered this item at their December 5, 2022 meeting and voted 4-0 to recommend approval of the Special Use Permit.

Commissioner Bauder:

- How many Airbnb's do we have in town

Ms. Hurley:

- Those in the downtown don't require a Special Use Permit, but they do in residential areas and this is the 3rd one in a residential area

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

First Consideration Ordinance Electric Franchise Agreement Evergy Kansas Central, Inc. – City Manager Paul Kramer presented for first consideration an Electric Franchise Agreement with Evergy Kansas Central, Inc. On August 26, 2003 the City of Leavenworth and Westar Energy, Inc., now Evergy Kansas Central, Inc., entered into a Contract Franchise Agreement via Ordinance as required by Kansas Statute K.S.A. 12-2001 et. seq. The contract became effective upon passage by the governing body of the City and its publication in the official City newspaper and continued to be in effect until September 30, 2013, and per the terms of the agreement could be renewed automatically for ten (10) additional one (1) year terms. On October 18, 2022 the City received notice from Evergy of their intent to negotiate a new Contract Franchise Agreement, in advance of the expiration of the 2003 agreement. The proposed agreement has been reviewed by the City Attorney and City Staff. There are no substantive changes to the agreement. The following are some of the highlights of the agreement:

- Every Kansas Central, Inc. will continue to remit to the City a franchise fee of 5% of Gross Receipts as is currently in place
- Every Kansas Central, Inc. is still required to obtain necessary permits and licenses
- Use of Public Right-of-Way – The City still maintains its home rule powers in administration and management of public right-of-way
- The Franchise ordinance shall be in effect for ten (10) calendar years, unless terminated sooner as provided in the ordinance. Thereafter, this Franchise ordinance will renew automatically for ten (10) one (1) year terms

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

Consent Agenda:

Commissioner Bauder moved to approve claims for December 10, 2022 through January 6, 2023, in the amount of \$3,393,447.02; Net amount for Payroll #25 effective December 16, 2022, in the amount of \$395,312.17 (Includes Police & Fire Pension in the amount of \$9,888.71) and Payroll #26 effective December 30, 2022 in the amount of \$381,388.53 (No Police & Fire Pension). Mayor Wilson seconded the motion and the motion was unanimously approved. Mayor Wilson declared the motion carried 4-0.

Other:

City Manager Paul Kramer:

- Visited Havens Park to look at the restroom installation
- Will get dates out for Goal Setting to the Commission soon
- Stubby Park Restroom opens on March 1st
- Centennial Bridge presentation will be next week

Commissioner Hingula:

- Recognized Law Enforcement Appreciation Day and mentioned his appreciation for the Leavenworth Police Department

Commissioner Martin:

- Enjoy the nice weather, have a nice week and God bless

Commissioner Bauder:

- The Lions Club is doing a service project for plastics that can't be taken to the service center; you can take it to Leavenworth Paper Supply and when you raise a certain number of pounds of material, you can get a composite bench; looking forward to helping beautify Havens Park
- Noted that there are 17 cities of the 1st class that have the same form of government as Leavenworth
- People have asked about digging on 20th, and AT&T is putting in fiber, it's a good thing for our community

Mayor Wilson:

- Next week is MLK Day in support of MLK Day the NAACP will be hosting a health and wellness fair at the Haymarket Event Center on Monday from 11am to 4pm

Adjournment:

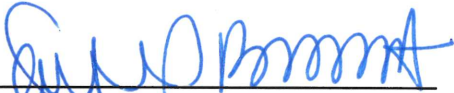
Commissioner Hingula moved to adjourn the meeting. Commissioner Bauder seconded the motion and the motion was approved and the meeting was adjourned.

Time Meeting Adjourned 6:59 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8207
APPROVAL OF SPECIAL USE PERMIT FOR RESIDENTIAL HOME STAY
AT 723 S. 10TH STREET**

JANUARY 24, 2023



Sarah Bodensteiner, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the January 10, 2023 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE ALLOWING A SPECIAL USE PERMIT FOR A
RESIDENTIAL HOME STAY TO BE LOCATED AT 723 S. 10TH STREET IN
THE CITY OF LEAVENWORTH, KANSAS.**

There have been no other changes since first consideration.

Ordinance No. 8207 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8207

(Summary Published in the Leavenworth Times on January 27, 2023)

ORDINANCE NO. 8207

**AN ORDINANCE ALLOWING A SPECIAL USE FOR A
RESIDENTIAL HOME STAY TO BE LOCATED AT 723 S.
10th STREET IN THE CITY OF LEAVENWORTH, KANSAS.**

WHEREAS, under the 2016 Development Regulations of the City of Leavenworth, Kansas, the Governing Body of the City of Leavenworth is given the power to locate special uses in each zoning district by ordinance within said City; and

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 5th day of December, 2022 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time set as was published in the Leavenworth Times newspaper and mailed to all property owners within 200 feet of the said property on the 10th day of November 2022; and

WHEREAS, upon a motion made, duly seconded, and passed, the Planning Commission adopted findings of fact and recommended approval of the request for a Residential Home Stay at 723 S. 10th Street, Leavenworth, Kansas.

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

Section 1. That a special use permit be issued for a Residential Home Stay on the following described property:

LOTS 22 AND 23, BLOCK 19, CENTRAL SUBDIVISION, CITY OF
LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS.

More commonly referred to as: 723 S. 10th Street, Leavenworth Kansas.

Section 2. That this special use permit is subject to the following:

- a.) A Lodging Permit shall be obtained from the City of Leavenworth Office of the City Clerk each year and payment of Transient Guest Taxes as required to the City of Leavenworth.
- b.) The Special Use Permit shall become null and void upon the sale of the property.
- c.) The property shall be used for the boarding of one limited-term boarder (individual or family) only, and shall not function as an event venue, to include the hosting of parties attended by individuals not listed on the lease agreement.
- d.) Any guests of the property must park in the driveway or garage of the home.
- e.) Any police response to the subject property shall be reported to the City Commission, which may result in revocation of the Special Use Permit.

Section 3: That this Ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper of the City of Leavenworth, Kansas, as provided by law.

Passed by the Leavenworth City Commission on this 24th day of January 2023.

Jermaine Wilson, Mayor

ATTEST:

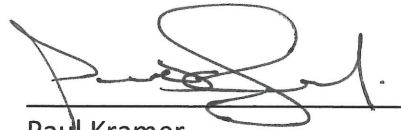
Sarah Bodensteiner, CMC, City Clerk

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8208
GRANTING AN ELECTRIC FRANCHISE WITH EVERGY KANSAS CENTRAL, INC.**

JANUARY 24, 2023



Sarah Bodensteiner, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the January 10, 2023 City Commission regular meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE GRANTING TO EVERGY KANSAS CENTRAL, INC., AN
ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT,
OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION
AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS
OF THE CITY OF LEAVENWORTH, KANSAS.**

There have been no other changes since first consideration.

Ordinance No. 8208 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8208

ORDINANCE NO. 8208

AN ORDINANCE GRANTING TO EVERGY KANSAS CENTRAL, INC., AN ELECTRIC FRANCHISE INCLUDING THE RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN ELECTRIC TRANSMISSION, DISTRIBUTION AND STREET LIGHTING FACILITIES WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAVENWORTH, KANSAS.

WHEREAS, the City of Leavenworth, Kansas ("City"), a municipal corporation and a City of the First Class, duly organized and existing under the laws of the State, has the right pursuant to Article 12, Section 5 of the State constitution and K.S.A. 12-2001, to grant a franchise to permit a Person to provide Service to persons within the City limits and in accordance therewith, to construct, operate and maintain electric transmission, distribution and street lighting facilities in the City; and

WHEREAS, Evergy Kansas Central, Inc., ("Franchisee") desires to operate its Facilities for the purpose of providing said Service in the City and therefore has applied to the City for a franchise in order to operate its Facilities; and

WHEREAS, any such permission requires a franchise to be granted by the City in accordance with said State constitutional provision and K.S.A. 12-2001 *et al*; and

WHEREAS, the City Commission considered this Franchise Ordinance for first reading at its regular meeting held on January 10, 2023, with the second and final reading held at a regular meeting of the City Commission on January 24, 2023.

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

Section 1. Definitions. For the purpose of this Franchise Ordinance, the following words and phrases and their derivations shall have the following meaning:

"City" means City of Leavenworth, Kansas, a municipal corporation, and if applicable, the territorial boundaries of the City of Leavenworth as now constituted or as shall hereafter exist.

"Facilities" means all appropriate facilities and plants for carrying on a power and light business and all other operations connected therewith or incident thereto for the purpose of selling and distributing within the City, electric energy in such forms as may be reasonably required for domestic, residential, commercial, industrial, municipal and other purposes.

"Franchise Ordinance" means this ordinance passed to grant the franchise to Franchisee. This ordinance shall operate as a grant of permission by the City for Franchisee to utilize the City's public right-of-ways and to operate its Facilities in the City as defined herein. Such grant shall at all times be subject to the laws of the State.

"Franchisee" means Evergy Kansas Central, Inc., and its successors, transferees, or assigns.

"Franchise Fee" means the fee imposed by the City on Franchisee solely because of its status as a franchisee in accordance with said State constitutional provision and K.S.A. 12-2001, as set forth in Section 4 below. It shall not include: (a) any tax, fee, or assessment of general

applicability including any which are imposed on Franchisee; (b) requirements or charges incidental to the awarding or enforcing the Franchise Ordinance, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages, (c) any permit fee or other fee imposed under any valid right-of-way ordinance, or (d) any other fee imposed by federal, state or local law.

“Gross Receipts” means those receipts, less uncollectible amounts, derived from the sale of electricity for domestic, residential, commercial, or industrial purposes used within the City’s corporate limits as they now exist or may be extended during the term of the franchise granted by this Franchise Ordinance.

“KCC” means the Kansas Corporation Commission.

“Person” means any natural, governmental or corporate person, business association or business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

“Right-of-way” shall mean only the area of real property in which City has a dedicated or acquired right-of-way interest in the real property, and shall include any area on, below or above the present and future streets, alleys, avenues, roads, sidewalks, highways, parkways or boulevards dedicated or acquired as right-of-way.

“Service” means the transmission of electric energy through Franchisee’s Facilities.

“State” means the State of Kansas.

“Subscriber” means any person who receives Service from Franchisee.

Section 2. Grant.

- (a) Franchisee is hereby granted the right, privilege, and franchise to provide Service to the residents of the City, and in connection therewith, to construct, operate, and maintain its Facilities in, through and along the City’s right-of-way on a nonexclusive basis within the City, subject, however, to the terms and conditions herein set forth within this Franchise Ordinance. As a condition of this grant, Franchisee shall be required to obtain and shall be responsible for any necessary permit, license, certification, grant, registration or any other authorization required by an appropriate governmental entity, including, but not limited to, the City, the State or the KCC, subject to Franchisee’s right to challenge in good faith such authorization as established by the State, KCC or other City ordinance.
- (b) Grantee may allow attachments to its Facilities only if its Facilities are covered by a separate pole attachment agreement or similar agreement with the City. This Franchise shall not:
 - (i) Permit the use of the Franchise or the right-of-way by Grantee or other parties for any other purpose, and a separate franchise shall be required therefor;
 - (ii) Convey equitable or legal title in the right-of-way;

- (iii) Grant authority to construct, maintain or operate any Facilities or related appurtenance on property owned or controlled by the City outside of the right-of-way, specifically including, but not limited to, city easements, city parks, city hall property, police or fire property, or public works facility property.

Section 3. Use of Public Right-of-Way. Franchisee's Facilities shall be located in the right-of-way as now constructed and as further authorized by the City in accordance with all applicable laws, statutes and/or ordinances. Placement, changes, additions, replacements, maintenance, and repairs for the Facilities shall be conducted in compliance with any applicable ordinance and/or permit requirements. Franchisee shall be responsible for obtaining all necessary permits as required by the City for work performed in the right-of-way, as well as paying any associated permit fees. In its use of the right-of-way within the City, Franchisee shall be subject to all applicable rules, regulations, policies, laws, orders, resolutions, and ordinances now or hereafter adopted or promulgated by any appropriate governmental entity now or hereafter having jurisdiction, including, but not limited to the City in the reasonable exercise of its police powers. Such police powers include, but are not limited to, the following:

- (a) Franchisee's use of right-of-way shall in all matters be subordinate to the City's use of the right-of-way. Franchisee shall coordinate with the City or its designee the placement of its Facilities in a manner that minimizes adverse impact on public improvements and maximizes public safety, as reasonably determined by the City. Such placement, as it relates to City parking lot, area lighting and street lighting shall include, but not be limited to, the installation, removal and/or the relocation of power and light wires and poles in the City, whether or not they are in use or usable in the Franchisee's Facilities.
- (b) All earth, materials, sidewalks, pavings, crossings, utilities, public improvements or improvements of any kind damaged or removed by Franchisee in its activities under this franchise shall be fully repaired or replaced promptly by Franchisee at its sole expense and to the reasonable satisfaction of the City.
- (c) All new utility lines shall be placed underground within designated easements in all residential subdivisions within the City of Leavenworth that were approved after the effective date of that certain franchise ordinance no. 7575 (2003), adopted for the benefit of Franchisee when operating under its previous name of Westar Energy, Inc.. The provisions of this subsection shall not apply to any of the following:
 - (1) Existing poles, overhead wires, and associated overhead structures, when part of a continuous line, or service to individual properties from existing overhead lines that are within a subdivision previously approved in conformance with these requirements.
 - (2) Electric distribution or transmission lines with capabilities of three thousand (3,000) kVA or more.
 - (3) Electric substations and the accompanying equipment and apparatus necessary to provide adequate electric service.
 - (4) Transformers, transformer pads, junction cabinets, or other above-ground facilities normally used with and as a part of an underground distribution system.
 - (5) Underground installation of wiring or electrical power equipment shall not be required in flood plain areas, drainage easements, major or other drainage ways.

- (d) Franchisee shall keep and maintain accurate records and as-build drawings depicting approximate horizontal location of all Facilities constructed, reconstructed, or relocated in the right-of-way. Upon request by the City, Franchisee shall provide to the City a set of plans showing Franchisee's Facilities within the right-of-way or easements in a commonly agreed upon industry standard format. Franchisee shall designate a person familiar with the Facilities who is responsible for timely response to information requests of the City and other users of the right-of-way. Such person or such person's designee shall be available on a scheduled basis in the City to talk to City officials and citizens, including regular City scheduled utility coordinating staff meetings.
- (e) Not less than three (3) working days prior to construction or relocation of any Facilities in the right-of-way or easement, Franchisee shall give written notice to the Director of Public Works of the proposed activity.
- (f) Franchisee shall relocate or adjust any Facilities in the right-of-way for any public funded or public guaranteed improvement project. Such relocation or adjustment shall be performed by Franchisee at its sole expense without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to rules and regulations of the City. Franchisee shall not be required to relocate or adjust, at Franchisee's cost, any individual Facilities at the same specific location more often than once in any five (5) year period. Such relocation or adjustment shall be completed as soon as reasonably possible and within the time set forth in any request by the City for such relocation or adjustment. Any damages suffered by the City or its contractors as a result of Franchisee's failure to timely relocate or adjust its Facilities shall be borne by Franchisee.
- (g) It shall be the sole responsibility of the Franchisee to take reasonable measures to protect and defend its Facilities in the right-of-way from harm or damage. If Franchisee fails to accurately or timely relocate Facilities when requested, it shall have no claim, for costs or damages against the City and its authorized contractors unless such party is solely responsible for the harm or damage by its negligent or intentional conduct. Franchisee shall be responsible to the City and its authorized contractors for all damages including, but not limited to, delay damages, repair costs, down time, construction delays, penalties or other expenses of any kind arising out of the failure of Franchisee to perform its obligations under this Franchise ordinance unless the damaged party is solely responsible for the harm or damage by its negligence or intentionally caused harm.
- (h) Franchisee shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair or relocation of Facilities which would require any street closure which reduces traffic flow to less than two (2) lanes of moving traffic. Except in the event of any emergency, as reasonably determined by Franchisee, no such closure shall take place without such notice and prior authorization from the City. The City shall follow its policies in the grant or denial of such authority, which shall not be unreasonably delayed. In addition, all work performed in the traveled way or in which in any manner impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected at Franchisee's expense. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Standards and Guidelines for Work Zone Traffic Control, unless otherwise agreed to by the City.
- (i) All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Facilities in the right-of-way shall be in accordance with the applicable present and future federal, state and city laws and

regulations, including but not limited to, the most recent editions of the National Electric Code, the National Electrical Safety Code, or such substantive equivalents as may hereafter be adopted or promulgated.

- (j) Franchisee, upon request of any appropriate applicant, shall remove or raise or lower its overhead Facilities temporarily to permit the moving of houses or other structures. The expense of such temporary removal, raising or lowering of overhead Facilities shall be paid by the party or parties requesting the same, and Franchisee may require such payment in advance. Franchisee shall be given not less than fifteen (15) days written notice from the applicant detailing the time and location of the moving operations, and not less than twenty-four (24) hours advance notice from the applicant advising of the actual operation. The City shall not be liable for any such expense or notice requirement for the moving of houses or structures by the City or its contractors.
- (k) Permission is hereby granted to the Franchisee to trim trees upon and overhanging the right-of-way and utility easements. Franchisee shall perform line clearance work in accordance with regulations established under OSHA 29 CFR 1910.269, as amended. All pruning operations shall be performed by personnel certified to perform the work and in accordance with ANSI Z-133.1.1994 and ANSI 300 (Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance), or such substantive equivalents as may hereafter be adopted or promulgated. For routine trimming operations, customers shall be contacted at least one (1) week in advance by either personal contact or by informational door hanger. For emergency/electrical outage restoration, where possible, including ice and windstorms, a notification attempt shall be made before trimming and an accelerated tree trimming and Facilities repair time frame shall be immediately communicated to the City's Director of Public Works.
- (l) Lighting System Repairs. Within sixty (60) days after the effective date of this franchise, Franchisee shall provide to the City a written schedule of a reasonably expedient time frame for the completion of repairs which shall reflect an installation or light fixture outage schedule of no more than thirty (30) days to complete after written notice of such outage is given by the City. Such schedule shall be adhered to by Franchisee at all times in the event any repairs are needed to any light fixture, installation or item in that part of the Facilities which serves as a part of the City's street, parking or area lighting system. Such time frame shall commence upon the receipt by Franchisee of written notice from the City that repairs are required. Such schedule shall not be applicable to Franchisee initiated repairs, however, in the event the Franchisee fails to adhere to such time frame, subject to KCC tariff requirements, the Franchisee shall credit or rebate to the City the equivalent value of the daily cost to the City, if any, of the unrepaired lighting system fixture or installation.

Section 4. Franchise Fee. Effective the first day of the second month following the effective date of this franchise, Franchisee shall pay as its Franchise Fee an amount which will be equal to five percent (5%) of its Gross Receipts and thereafter for the term of this franchise or until changed by the City, Franchisee shall pay five percent (5%) of its Gross Receipts. The payments herein provided shall be in addition to, not in lieu of, all other taxes, charges, assessments, fees, and impositions of general applicability that are or may be imposed by the City, with the exception of any annual occupation license. Such fee shall be payable on or before the last day of each month without invoice or reminder from the City, and shall be based on the Gross Receipts of the previous month.

Section 5. City's Right to Audit and Access to Records. Franchisee shall annually file with the City a "Gross Receipts Report" regarding all applicable monthly revenues. The City acknowledges that Franchisee considers such information to be confidential and proprietary, that such information is the sole property of Franchisee, and that such records should not be subject to disclosure under the Kansas open records act, K.S.A. 45-215 *et seq.* ("KORA") To the extent City, in its sole determination, determines that such records are subject to disclosure under KORA, then to the extent permitted under KORA and subject to applicable time limitations under KORA, the City will use its reasonable commercial efforts to provide Franchisee with advance notice of its intent to disclose such information. The City shall also have access to and the right to examine, within two (2) years of any payment of fees hereunder, at all reasonable times, all relevant books, receipts, files, records and documents of the Franchisee necessary to verify the correctness of such statement and to correct the same, if found to be erroneous. If such statement of Gross Receipts is incorrect, then such payment shall be made upon such corrected statement, including interest on said amount at the annual statutory rate then in effect. Further, the City's acceptance of any payment determined as hereinabove provide to be deficient shall not be construed as a release of liability from the City or an accord or satisfaction of any claim that the City may have for additional sums owed by Franchisee. In addition to access to the records of Franchisee for audits, upon request, Franchisee shall provide reasonable access for records necessary to verify compliance with the terms of this Franchise Ordinance.

Section 6. Term. This Franchise ordinance shall be effective upon its passage by the governing body of the City and its publication in the official City newspaper and continue to be in effect until that date which is ten (10) calendar years after such effective date, unless sooner terminated as provided herein. Thereafter, this Franchise ordinance will renew automatically for ten (10) one (1) year terms, unless either party notifies the other party of its intent to terminate the franchise prior to ninety (90) days before the termination of the then current term.

Section 7. Franchisee Information. Franchisee shall, at its own expense, annually submit to the City the following information:

- (a) The Gross Receipts Report (as referenced by Section 5 herein);
- (b) A summary of the previous year's development of Facilities, including but not limited to, the location of Facilities during the year, and Franchisee's plan of development of Facilities for the next year. This requirement may be met by a meeting in person between Franchisee's designated representative and the City's public works director to discuss these issues: and
- (c) Information as to the number and address of subscribers in the City in digital format. Note: this requirement does not include giving the identification of the subscribers.

Section 8. Subscriber Rates. Franchisee's charges to subscribers shall comply with all applicable federal and state statutes and regulations. Upon request, Franchisee shall file with the City Clerk a schedule of current rates in effect when such rates are not on file and publicly available from KCC. If authorized by state or federal law, the City may at any time fix a reasonable schedule of maximum rates to be charged to the City and its residents.

Section 9. Transfer of Franchise. The rights granted by this franchise are exclusive to Franchisee and shall inure to the benefit of Franchisee and any parent, subsidiary, affiliate or successor entity now or hereafter existing. No other party may use Franchisee's rights granted herein (by retail "wheeling" or otherwise to consumers within the City) and the rights herein shall

not be assignable without the express written consent of the Governing Body of the City, except Franchisee may assign its rights under this Franchise to a parent, subsidiary, affiliate or successor entity without such consent. Provided, that no assignment shall be effective until the assignee assumes all of the obligations contained herein as of the effective date of the assignment, including, but not limited to, the obligations with regard to indemnity, insurance and bond (with the intent being that there shall be no lapse in any coverage as a result of the assignment). Any required consent is to be evidenced by an ordinance or resolution of the Governing Body of the City that fully recites the terms and conditions, if any, upon which consent is given. In the event of any assignment, Franchisee shall timely notify the City of the name of the assignee, provide a point of contact for the assignee, and advise the City of the effective date of the assignment.

Section 10. Other Service Providers. Franchisee shall not interfere with any agreement between the City and another service provider. Additionally, if and when the City requires or negotiates to have another service provider cease to use such service provider's existing poles and to relocate its services underground, all other service providers using the same poles, including Franchisee when applicable, shall also relocate their Facilities underground at that time; provided, however, that such placement is economically reasonable. Notice of any intent to enter into such an agreement will be timely provided to Franchisee.

Section 11. Notification Procedure. Any required or permitted notice under this Franchise Ordinance shall be in writing. Notice to the City shall be delivered to the City Clerk by first class United States mail or by personal delivery. Notice to the Franchisee shall be delivered by first class United States mail or by personal delivery to:

Evergy
Customer Solutions Manager
Ed Broxterman
23505 W 86th St.
Shawnee, KS 66227

Any notice concerning a change in the above shall be in writing delivered by first class United States mail or by personal delivery to the City.

Section 12. Indemnification. Upon notice by the City, Franchisee shall fully indemnify, defend and hold harmless the City, its officers, employees, agents and authorized contractors from and against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other Persons for damages, losses, costs, and expenses, including attorney fees or otherwise, to the extent caused by Franchisee's actions or operations rendered or offered in accordance with this ordinance. The City agrees to notify Franchisee of any such claim, demand, suit, proceeding, and/or action, by providing written notice via certified mail to Franchisee. Nothing herein shall be deemed to prevent the City or any Person from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve Franchisee from its duty to defend against liability or its duty to pay any judgment entered against the City or its officers, employee, agents and authorized contractors.

Section 13. Insurance Requirements.

- (a) During the term of this franchise, Franchisee shall procure and maintain insurance coverage at its sole expense, from an insurance company qualified to do business in the State of Kansas with a rating of A- or higher. Franchisee may elect to self-insure to the

extent of the insurance requirements in this Franchise Ordinance, as provided in subsection (b) below. Franchisee shall provide insurance in the following amounts:

- (i) Workers' compensation as provided under any workers' compensation or similar law in the State of Kansas, with an employers' liability limit equal to the amount required by law; and
 - (ii) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not claims made basis, with a limit of not less than two million dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Franchise; and
 - (iii) Employer's liability limit with a limit of one million dollars (\$1,000,000.00) for each accident/disease/incident/occurrence.
- (b) As an alternative to the requirements of subsection (a), Franchisee may demonstrate to the satisfaction of the City that it is self-insured and as such Franchisee has the ability to provide coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in aggregate, to protect the City from and against all claims by any person for loss or damage from personal injury, bodily injury, death or property damage occasioned by Franchisee, or alleged to so have been caused or occurred.
- (c) Franchisee shall, prior to the commencement of any work, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Franchisee shall make available to the City on request the policy declarations page and certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.

Section 14. Performance Bond Requirement. Franchisee shall at all times maintain in full force and effect a corporate surety bond in a form approved by the City Attorney, in an amount of fifty thousand dollars (\$50,000), for a term consistent with the term of this Franchise Ordinance plus one additional year, conditioned upon Franchisee's faithful performance of the provisions, terms and conditions conferred herein. An annual bond automatically renewed yearly during this period, or evidence of self-insurance as required by Section 13 hereof, shall satisfy this requirement.

Section 15. Reservation of Rights. In addition to any rights specifically reserved to the City by this Franchise Ordinance, the City reserves to itself every right and power available to it under the constitutions of the United States and the State, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety and welfare. Nothing in this Franchise Ordinance shall limit or govern the right of the City to exercise its municipal authority to the fullest extent allowed by law. The City shall have the right to waive any provision of the franchise, except those required by federal or State law, if the City determines: (a) that it is in the public interest to do so; and (b) that the enforcement of such provision will not impose undue hardship on Franchisee or its subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by duly authorized

representative of the City. The waiver of any provision in any one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of this Franchise Ordinance unless the statement so recites. Further, the City hereby reserves to itself the right to intervene in any suit, action or proceeding involving the provisions herein.

Section 16. Forfeiture of Franchise. In case of a material failure of Franchisee to comply with any of the provisions of this Franchise Ordinance, or if Franchisee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Ordinance, Franchisee shall forfeit all rights and privileges granted by this Franchise and all rights hereunder shall cease, terminate and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings:

- (a) For violations concerning the use of the right-of-way as described in this Franchise Ordinance and deemed by the City to be a public nuisance and/or emergency, the following procedure shall apply. The City shall provide written notice by certified mail to Franchisee of any such violation, setting forth in detail the conditions of neglect, default or failure complained of. Franchisee shall have fourteen (14) days subsequent to receipt of such notice to inform the City in writing of the action Franchisee is taking to correct the violation. Such corrective action shall be completed within thirty (30) days subsequent to receipt of notice unless otherwise agreed to by the City. If at the end of such period the City deems that the conditions of such franchise have not been complied with by Franchisee and that such franchise is subject to cancellation by reason thereof, the City shall enact an ordinance setting out the grounds upon which such franchise is to be cancelled and terminated. If Franchisee fails to take corrective action within the 30-day period set forth above, nothing herein shall preclude the City from maintaining an action against Franchisee to recover damages as a result of such failure to take corrective action, including, but not limited to, reasonable attorney fees and the costs of corrective action incurred by the City.
- (b) For all other violations of the Franchise Ordinance, the following procedure shall apply. The City shall provide written notice by certified mail to Franchisee of any such violation, setting forth in detail the conditions of neglect, default or failure complained of. Franchisee shall have ninety (90) days after the mailing of such notice in which to comply with the conditions of this franchise. If at the end of such period the City deems that the conditions of such franchise have not been complied with by Franchisee and that such franchise is subject to cancellation by reason thereof, the City shall enact an ordinance setting out the ground upon which such franchise is to be cancelled and terminated.
- (c) If within thirty (30) days after the effective date of an ordinance to terminate the franchise in accordance with Section 16(a) or 16(b) herein, the Franchisee shall not have instituted an action in the District Court of Leavenworth County, Kansas to determine whether or not the Franchisee has violated the terms of such franchise and that the Franchise is subject to cancellation by reason thereof, such franchise shall be cancelled and terminated at the end of such 30-day period. If within such thirty (30) day period the Franchisee does institute an action, as above provided, and prosecutes such action to final judgment with due diligence, then, if the court finds that such franchise is subject to cancellation by reason of the violation of its terms, such franchise shall immediately terminate after such final judgment is rendered and all available appeals exhausted.

In addition to any other remedy available herein or and at law or equity, the City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of such franchise ordinance and/or to abate nuisances maintained in violation thereof.

Section 17. Revocation of Franchise. In addition to all other revocation rights and powers herein or otherwise enjoyed by the City, the City shall have the additional and separate right to revoke this franchise and all rights and privileges of the Franchisee as a result of and in response to any of the following events or reasons:

- (a) Any provision of this Franchise Ordinance is adjudged by a Court of competent jurisdiction to be invalid or unenforceable and said judicial act and declaration is deemed by the Governing Body to constitute such a material consideration for the granting of this franchise as to cause the same to become null and void; or
- (b) Franchisee commits an act of fraud or deceit against the City in obtaining the grant of this franchise herein conferred, or after or upon being granted, Franchisee commits such an act against the City.

To revoke this franchise in accordance with the provisions of this Section regarding Revocation of Franchise, the following procedure shall apply. The City shall enact an ordinance setting out the grounds upon which such franchise is to be cancelled and terminated. Prior to the enactment of such ordinance, Franchisee shall be provided with timely written notice by certified mail, and Franchisee shall be allowed to address the Governing Body before final consideration of such ordinance. If within thirty (30) days after the effective date of such ordinance to terminate such franchise, the Franchisee shall not have instituted an action in the District Court of Leavenworth County, Kansas to determine whether or not the Franchise was appropriately terminated in accordance to the provisions of this Section and is subject to cancellation by reason thereof, such franchise shall be cancelled and terminated at the end of such thirty-day period. If within such thirty (30) day period the Franchisee does institute an action, as above provided, and prosecutes such action to final judgment with due diligence, then, if the court finds that such franchise is subject to cancellation by the reason addressed by this Section, such franchise shall immediately terminate after such final judgment is rendered and all available appeals exhausted.

Section 18. Miscellaneous Provisions.

- (a) Nonexclusive Clause. The privilege to construct, erect, operate and maintain Facilities and to provide service within the City is nonexclusive. The City expressly reserves the right to grant other franchises to other Persons.
- (b) Exclusive Benefit of Franchise Right by Franchisee. The rights granted to Franchisee by this Franchise Ordinance shall be for the sole use of Franchisee to provide Facilities as authorized herein. The rights are for the exclusive benefit of Franchisee, except where otherwise provided herein, or when authorized by the City.
- (c) Franchisee is Without Remedy Against the City. Franchisee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from the enactment of the provisions or requirements of this Franchise Ordinance, or for the failure of the City to have the authority to grant, all, or any part, of the Franchise Ordinance granted. Franchisee shall accept the provisions of this ordinance in writing, and in doing so the Franchisee: (i) expressly acknowledges that it accepted the Franchise Ordinance

granted in reliance on its independent and personal investigation and understanding of the power and authority of the City to grant the Franchise conferred upon Franchisee; (ii) expressly acknowledges by its acceptance of this Franchise Ordinance that it has not been induced to enter into this franchise upon an understanding, or promise, whether given verbally or in writing by or on behalf of the City, or by any other person concerning any term or condition of this Franchise Ordinance not expressed herein; and (iii) expressly acknowledges by the acceptance of this franchise that it has carefully read the provisions, terms, and conditions of this Franchise Ordinance and is willing to, and does accept, all of the risk directly or indirectly attendant to its provisions, terms, and conditions.

- (d) Federal, State and City Jurisdiction. This Franchise Ordinance shall be construed in a manner consistent with all applicable federal, State, and local laws. Notwithstanding any other provisions of this Franchise Ordinance to the contrary, the construction, operation and maintenance of the Facilities by Franchisee or its agents shall be in accordance with all laws and regulations of the United States, the State and any political subdivision thereof, or any administrative agency thereof, having jurisdiction hereof. In addition, Franchisee shall meet or exceed the most stringent technical standards set by regulatory bodies, including, but not limited to the City, now or hereafter having jurisdiction. Franchisee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public. Franchisee shall comply with all applicable general laws and ordinances enacted by the City pursuant to that power. Unless authorized in writing by the KCC and the City, Franchisee shall not adopt or utilize a rate structure for City parking lot and area lighting that differs from the rate structure adopted or utilized for the City's street lighting. Finally, Franchisee acknowledges that its failure to comply with any law or regulation governing the operation of the Facilities could result in a forfeiture of the Franchise in accordance with the provisions of this Franchise Ordinance.
- (e) Special Lighting Agreements. Franchisee shall promptly, upon written notice from the City, negotiate the establishment of special lighting districts within the City's boundaries which may require, among other things, painted light or power poles, special and/or additional power receptacles and lighting fixtures for special occasions. All such agreements shall provide for the reasonably agreed upon Franchisee's additional expense, if any, to be incorporated in and paid for by the City by a modification in the City's street lighting rate structure unless forbidden by ruling from the KCC.
- (f) Attachment to Poles. Nothing in this Franchise Ordinance shall be construed to require or permit any telephone, television cable, electric light, wireless communications, or power wire attachments by either the City or Franchisee on the poles of the other. If such attachments are desired by either party, then a separate non-contingent agreement shall be prerequisite to such attachments. However, notwithstanding any provision in this franchise and subject to Franchisee approval that the proposed City activity does not violate the National Electric Code, the National Electrical Safety Code, or such substantive equivalents as may hereafter be adopted or promulgated, Franchisee authorizes the City to affix, at the City's cost, but with no charge assessed by the Franchisee to the City, signs, flags, bunting, cables and all necessary paraphernalia on Franchisee's light or power poles which give notice to or are, in the City's sole opinion, appropriate for City sponsored or authorized events. In the event the City utilizes the authority granted herein, it will give Franchisee seven (7) days' notice of its intent to do so, describing the paraphernalia in general terms along with its locations and within seven (7) days after the termination of

the event, the City will remove the paraphernalia at no cost to the Franchisee, leaving the light or power poles in their original condition, less ordinary wear and tear.

- (g) Failure to Enforce. The failure of either party to enforce and remedy any noncompliance of the terms and conditions of this franchise shall not constitute a waiver of rights nor a waiver of the other party's obligations as provided herein.
- (h) Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Franchisee's or the City's control.
- (i) Severability. Any section, subsection, sentence, clause, phrase, or portion of this Franchise Ordinance is for any reason held invalid or unconstitutional by any court or administrative agency or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 19. Repeal of Other Ordinances. All other ordinances, agreements and resolutions or parts thereof inconsistent or in conflict with the terms hereof shall be cancelled, annulled, repealed, and set aside; provided, that this Franchise Ordinance shall not take effect or become in force until the requirements for adopting a Franchise Ordinance under Kansas Statutes have occurred.

Section 20. Effectiveness. This Franchise Ordinance shall take effect upon its final passage by the City Commission and its publication in the official City newspaper.

Section 21. Acceptance. Franchisee agrees to accept the terms of this Franchise Ordinance in writing within sixty (60) days after its effective date, upon which this franchise shall also become a contract between the City and the Franchisee. In the event this franchise is not timely accepted in writing by the Franchisee, the Franchisee shall be bound by its requirements for as long (during its Term) as the Franchisee provides its Services to the residents of the City; provided, that if Franchisee does not timely accept this Franchise Ordinance as provided herein, City may terminate this Franchise at any time upon written notice to Franchisee.

PASSED and APPROVED by the Governing Body on the 24th day of January, 2023.

Jermaine Wilson, Mayor

{SEAL}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

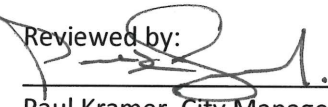
POLICY REPORT
CONSIDER REQUEST TO ABATE ADMINISTRATIVE FEES ON 2022 SPECIAL ASSESSMENT/NUISANCE FEES
1229 SPRUCE STREET

JANUARY 24, 2023

Prepared by:


Sarah Bodensteiner CMC, City Clerk

Reviewed by:


Paul Kramer, City Manager

ISSUE:

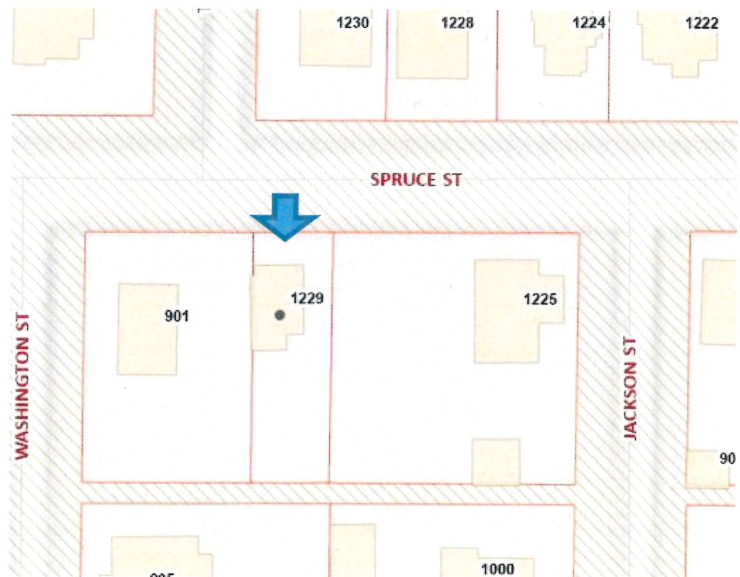
On January 11, 2023 Jeremy Fruechting submitted a formal request to the City Clerk asking that the City Commission consider abating administrative fees on the property located at 1229 Spruce Street.

BACKGROUND:

Mr. Fruechting purchased the property at the September 29th Sheriff's sale. At that time there was a special assessment placed against the property for nuisance abatements totaling \$1,609.58. The breakdown of fees are attached which includes the mowing of the property in 2021 totaling \$1,609.58.

In the past, the City Commission has reduced the fees for similar requests, to the actual cost of the mowing incurred by the city and a \$100.00 administration fee. This would reduce the 2022 Special Assessments from \$1,609.58 to \$209.58.

The property was purchased to revitalize however, the special assessment amount is a large expense they did not anticipate. The plan is to sell the property once revitalized.



ACTION:

- Deny the request
- Reduce the 2022 Special Assessments on the property at 1229 Spruce Street from \$1,609.58 to \$209.58
- Reduce the 2022 Special Assessments to different amount

ATTACHMENTS:

- Breakdown of dates and fees
- Special Assessment Ordinance Filed August 30, 2022
- Email from Jeremy Fruechting

Property Owner Name	Invoice Date	Viol #	Property Address	CAMA	Date Mowed	Admin Fee	Mowing Cost	Billed Amount
WHITE, STACY M	8/4/2021	35861	1229 SPRUCE STREET	773503005002000	7/9/2021	\$500.00	\$20.00	\$520.00
WHITE, STACY M	9/8/2021	35861	1229 SPRUCE STREET	773503005002000	8/18/2021	\$500.00	\$19.79	\$519.79
WHITE, STACY M	10/8/2021	35861	1229 SPRUCE STREET	773503005002000	9/13/2021	\$500.00	\$69.79	\$569.79
							Total	\$1,609.58
Administrative fees						\$1,500.00		
Mowing cost incurred by City							\$109.58	
Staff Recommendation of Cost of mowing + \$100.00							\$209.58	

(Published in the Leavenworth Times on August 26, 2022)

ORDINANCE NO. 8190

AN ORDINANCE LEVYING AND ASSESSING SPECIAL ASSESSMENTS FOR CERTAIN LOTS, PIECES AND TRACTS OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, FOR THE PURPOSE OF PAYING THE COSTS OF ABATEMENT OF NUISANCES AND PRESCRIBING FOR PAYMENT AND COLLECTION OF SAID ASSESSMENTS.

WHEREAS, by due and legal proceedings heretofore carried into effect by the City of Leavenworth, Kansas, certain nuisances have been abated; and

WHEREAS, several lots pieces, parcels and tracts of land hereinafter set forth are legally liable to pay the costs or proportionate costs hereof as provided by the Code of the City of Leavenworth, Kansas; and

WHEREAS, the cost of such abatement has been ascertained as provided by law and fixed and distributed and apportioned as in this ordinance set forth.

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


Section 1. That for the purpose of paying the costs of abatement of nuisances in the City of Leavenworth, Kansas, there shall be and hereby is apportioned to be levied and assessed on and against several lots, pieces, parcels and tracts of land liable; therefore, special assessments hereinafter set out in such amounts, as are set out as follows:

ATTACHED GRASS AND WEEDS NUISANCE ASSESSMENTS – EXHIBIT A

Section 2. Such amounts so levied and assessed are set forth in Section 1 of this ordinance, shall be due and payable from and after publication of this ordinance, and the City Clerk shall certify same to the County Clerk for collection as other special assessments are collected and such amounts so certified shall be placed on the tax rolls and collected as special assessments.

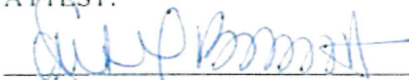
Section 3. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this 23rd day of August 2022.


Camalla M. Leonhard, Mayor

{SEAL}

ATTEST:


Sarah Bodensteiner CMC, City Clerk



Sarah Bodensteiner

From: Jeremy Fruechting <jffamilyproperties@gmail.com>
Sent: Wednesday, January 11, 2023 10:19 AM
To: Sarah Bodensteiner
Subject: 1229 Spruce tax/city ordinance waiver request

Hello Sarah,

Thank you for your help yesterday. I would like to please request a waiver or removal of this amount from the taxes from the City of Leavenworth for 1229 Spruce Street.

I purchased 1229 Spruce St at a sheriff's sale on Sept 29. I received the full deed after the 90 day period, on Dec 29. When I went to pay the 2022 taxes I had an unpleasant surprise. There's an extra \$1609 we did not plan on.

It seems this \$1609 is city work or mowing done to the property Aug - Nov 2021. I did not own this property at that time and we are trying to fix up the property to sell. This amount is a significant negative expense for us. Can you please help us in this situation, or advise us what to do next?

The tax ID is 1-04427.

Again, thank you for your help,

Jeremy Fruechting
2 Eastwood Dr
Saint Joseph, MO 64506

816-341-0349

*** THIS EMAIL CAME FROM AN EXTERNAL SOURCE. PLEASE BE CAUTIOUS WHEN CLICKING ON LINKS OR ATTACHMENTS.

POLICY REPORT
Consider Camp Leavenworth Event Management Contract
January 24, 2023

Prepared By:



Penny Holler
Assistant City Manager

Reviewed By:



Paul Kramer
City Manager

ISSUE:

Consider approving contract with O’Neill Events and Marketing to manage the 2023 Camp Leavenworth festival for \$68,200.

BACKGROUND:

In the fall of 2022, nearly 7,000 residents and visitors attended the Camp Leavenworth festival to enjoy two days of food, live music, and fun activities. Last year’s event highlighted local people and businesses including food vendors, craft vendors, and musicians. It also introduced the Camp 5k Run/Walk bringing in additional visitors to the festival on Saturday. O’Neill Events and Management was the event organizer that facilitated the 2022 event. Their past work has also included high profile events including the Kansas City Chiefs Super Bowl Parade, the World War I Museum Centennial Event, and Kansas City’s Irish Fest. The proposed contract would utilize O’Neill’s knowledge of the City and the festival to facilitate the 2023 event.

The 2023 Scope of Work has no fee increase from 2022 (\$64,900 for festival event management and \$3,300 for financial management).

BUDGET IMPACT:

Camp Leavenworth is fully funded through use of the City’s Transient Guest Tax (TGT) revenues. The festival budget for 2023 is \$247,500 and includes the event manager contract.

ATTACHMENTS:

2023 Scope of Work



SCOPE OF WORK FOR CITY OF LEAVENWORTH CAMP LEAVENWORTH FESTIVAL 2023

Event Management Proposal
Contract Number 2023-09

January 19, 2023

Presented by:

O'Neill Events & Marketing

1607 Oak Street

Kansas City, MO 64108

Overview:

O'Neill Events and Marketing has put together a plan to execute Camp Leavenworth festival in the City of Leavenworth in 2023. This plan with tasks and costs is outlined below.

Summary and Period of Engagement Leavenworth Festival Event Management

Jan. 1, 2023 – November 30, 2023

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

- Event Director
- Event Producer
- Sponsorship Producer
- Marketing Manager
- Public Relations
- Festival Insurance
- Organization Financial Management & Storage

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

O'Neill Deliverables and Responsibilities

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

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

General Timeline Requirements & Process

O'Neill Events & Marketing understands the initial target delivery date for Leavenworth Festival is September 22-23, 2023. As such, all work outlined above will reflect said target date and be executed in a timely manner to achieve success. O'Neill Events & Marketing will do all to meet any established deadline, but because of project dependencies beyond O'Neill Events & Marketing's control, O'Neill will not issue a formal project timeline until all defined requirements and approvals are received.

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

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

Event Director

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

- Provide consultation throughout the year
- Provide onsite consultation and recommendations for weather, emergency situations, threats and problems that arise
- Provide production oversight
- Be onsite during all festival hours (through tear down and setup)

Event Producer

LOGISTICS PLANNING

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

STAFFING, COMMITTEE & VOLUNTEER MANAGEMENT

- Develop committee needs and roles and coordinate tasks with City Manager/Office, Executive Committee and staff
- Coordinate Executive Committee Chairs and Weekend Chairs, overseeing their job descriptions and meeting regularly with each to ensure all tasks are being implemented
- Identify and create volunteer staffing plan
 - Shift development
 - Training

- Communications and system management

ENTERTAINMENT

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

HOSPITALITY MANAGEMENT

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

PERMITTING & LICENSING

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

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

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

EMERGENCY PREPAREDNESS

- Update a public safety plan to include all festival related security and medical needs and coordinate all related entities responsible for executing this plan

- Manage Emergency Incident Coordinator and on-site preparedness plans
- Emergency Action Plan development and distribution in advance and on-site

TRANSPORTATION & PARKING

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

BAR & BEVERAGE OPERATIONS

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

VENDOR RELATIONS

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

ON-SITE MANAGEMENT

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

Sponsorship Producer

- Develop target sponsor list and festival financial goals for fundraising
- Create general festival sponsorship package and festival overview

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

Marketing Manager

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

Organization Financial Management (Annually)

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

Project Fee and Compensation

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

Festival Event Management

- \$5,900 per month (11 months)
- TOTAL: \$64,900**

Financial Management

- \$300 per month (11 months)
- TOTAL: \$3,300**

Sponsorship Bonus Compensation

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

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

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

MAYOR, CITY OF LEAVENWORTH

DATE

CITY CLERK, CITY OF LEAVENWORTH

DATE

O'NEILL EVENTS & MARKETING, Keli Wenzel, President

DATE

Policy Report
Leavenworth Attainable Housing proposal
January 24, 2023

Prepared by:



Paul Kramer
City Manager

Background

At the Dec. 6 City Commission Study Session, Sister Vickie Perkins, representing Leavenworth Attainable Housing, briefed the City Commission on efforts by the group to build a homeless transitional housing program in the City. As part of that presentation, a request was made for City American Rescue Plan Act (ARPA) funding for two duplex housing units for the program. At that meeting, Sister Vickie also mentioned that the local group was partnering with Depaul USA to help manage the program.

At the request of the City Commission, Chuck Levesque, President of Depaul USA, presented a more detailed proposal for the project at the Jan. 3 meeting, along with providing more information on the Depaul organization. Following that meeting, Depaul and Leavenworth Attainable Housing submitted a revised proposal attached to this policy report. In brief, the revised proposal expands the scope to include the two duplex units, as well as the intent to purchase, rehabilitate and incorporate four single-family homes into the project.

Issue

The proposal is before the Commission for consideration. If there is Commission direction to move forward, I would suggest the following structure to allocating the funds:

- 1) Funding for land and/or property acquisition as outlined in the proposal would happen following an agreement and prior to closing. My office would confirm an agreement and contract had been completed, and prior to closing, would issue that portion of the funding.

- 2) Funding for construction would be allocated following full building permits being issued by the City. At that point, the City would expend construction funding in an amount not to exceed \$600,000 total (including funding provided for land and property acquisition as outlined in item #1).

Commission action

The Commission can accept the proposal and instruct the City Manager to work with the group to execute the agreement. The Commission can reject the proposal. The Commission can take alternative action.

Attachments

- Attainable Housing proposal

ATTAINABLE HOUSING DEVELOPMENT PROPOSAL TO THE LEAVENWORTH CITY COMMISSION

January 4th, 2023



INTRODUCTION

On January 1, 2023, Leavenworth Attainable Housing became a program of Depaul USA, Inc., a national homeless services organization that provides housing and services across the United States. Prior to this merger, Leavenworth Attainable Housing had requested \$600,000 in ARPA funding from the City of Leavenworth to expand the inventory of attainable housing in the city.

OVERVIEW

Depaul USA, through Leavenworth Attainable Housing, now owns or manages seven housing units in Northeast Leavenworth. These houses accommodate families of extremely limited means. Depaul USA provides residents with the necessary social services and relationships to maintain their housing and become more productive and engaged members of the community.

Depaul USA now proposes an expansion of its attainable housing program in Leavenworth. The project is estimated to cost a total of \$740,000. Depaul USA will raise \$140,000 for this initiative from private individuals, faith communities, and institutional donors. Depaul USA seeks the remaining \$600,000 in ARPA funds from the City of Leavenworth. The \$740,000 will permit Depaul USA to construct two duplexes (4 units) of housing on two vacant lots, and purchase and rehabilitate four houses in Northeast Leavenworth. These housing units will accommodate 16 individuals currently without permanent housing or precariously housed.

THE PROPOSED BUDGET

Amount	Item	Comments
\$456,000	Construction of two 952 sq. ft. duplexes	Construction cost estimated at \$239/sq. ft.
\$24,000	Land Acquisition	Lot needed for one of the duplexes
\$140,000	Purchase of four houses	Estimated cost of each house \$35,000
\$120,000	Rehab of the four houses	Estimated cost of rehab is \$30,000 per house
\$740,000		

STATUS OF THE PROPOSAL

Depaul USA has acquired the vacant lot located at 728 Pottawatomie Street. The first duplex will be built there. Depaul USA is negotiating with the owners of two additional plots, either of which could serve as the site for the second duplex. In addition, having constructed duplexes in Little Rock, Arkansas, Depaul USA already possesses architectural drawings for the duplexes that could be modified for use in Leavenworth.

As regards the four houses Depaul USA plans to purchase and rehab, Depaul USA has made offers to a number of property owners. These offers are under consideration.
Status of the Proposal

BENEFITS OF THE PROPOSAL

Depaul USA's proposal leverages the organization's 14-years of experience developing attainable housing and has multiple benefits. It will expand the city's inventory of attainable housing, allow Depaul USA to house more individuals (an underserved population), jump-start investment and improvement in older city neighborhoods, and beautify the city's urban core.

Depaul USA thanks the City Commission for its consideration and looks forward to working in Leavenworth.



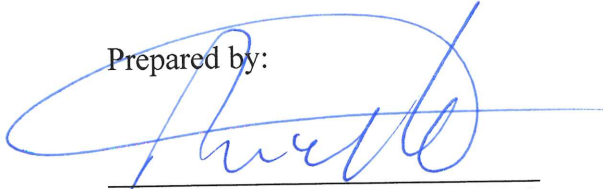
A duplex Depaul USA constructed in Little Rock, Arkansas



A house rehabbed by Depaul USA in Little Rock, Arkansas

Policy Report No. 1-2023
License Plate Reader System
January 24, 2023

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Paul Kramer, City Manager

ISSUE:

The Police Department is requesting the city commission authorize the City Manager to enter into an agreement with Flock Safety, Inc. to provide a License Plate Reader (LPR) system at major intersections in the City of Leavenworth.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

In the 2022 and 2023 City Commission Goals related to Public Safety the Police Department identified one of our critical goals as “*continue to evaluate technology to improve operations and transparency.*” Over the course of the last several years we have identified a gap in our ability to reduce crime and apprehend criminals on some major crimes and cases. It is for those reasons the Police Department identified and advocated for the funding and acquisition of a License Plate Reader (LPR) system at major intersections in our community.

We’ve had murder cases that LPR evidence would have enhanced our investigators ability to identify, apprehend, and successfully prosecute suspects. All across the country and here in the Kansas City Metropolitan area we have seen a significant increase in car thefts. In 2021, Leavenworth had 148 stolen automobiles and in 2022 we had 123 stolen cars. The Police Department has responded to and investigated a number of other serious crimes where the availability of LPR evidence would have helped.

The Police Department’s pursuit policy strictly regulates when an officer can and cannot chase. We reserve the ability to conduct high speed pursuits for the most egregious and dangerous crimes. In 2022, the Police Department had 25 occasions in which we attempted to stop cars for various reasons and the drivers choose not to stop and speed

away. Some of those were related to traffic offenses and the officers did not chase. Some of those circumstances involved stolen cars that fled to Missouri over the Centennial Bridge.

The Police Department prepared a Request for Proposal (RFP) and invited companies to submit for consideration. The Police Department empaneled a committee to review and assess the proposals.

We received proposals from Electronic Technology, Inc., Flock Safety, Insight, and Utility Associations, Inc. Members of the committee participated in a demonstration of each of the company's products and services.

The RFP identified the major criteria as:

- 1) The system should be all-encompassing that includes the hardware and software necessary to monitor and capture video's or photos of 4 major intersections of ingress and egress of the community.
- 2) The establishment of a 5 year relationship
- 3) Responsibility for capturing, maintaining, and storing the data with cloud service. The data shall not be sold.
- 4) Select the best overall system based upon, but not limited to need, performance, ease of use of system, and cost.

The committee reviewed all proposals based upon the criteria and are recommending the Police Department select Flock Safety, Inc. as best suited for our needs.

The proposal submitted by Flock Safety came in well under budget and would allow for the addition of a 5th Intersection to the project. It is the committee's recommendation that we add 4th and Limit as the 5th intersection.

(Power Point attached)

BUDGET IMPACT:

In the 2023-27 Capital Improvement Program the City Commission authorized an allocation of \$65,000 per year for the next 5 years for the acquisition and installation of a LPR System.

COMMISSION ACTION:

Authorize the City Manager to enter into a 5 year contract with Flock Safety, Inc. to provide a License Plate Reader system for 5 intersections at a cost of:

- 1) Year 1 - \$54,150.00
- 2) Year 2 - \$47,500
- 3) Year 3, \$47,500
- 4) Year 4 - \$47,500
- 5) Year 5 - \$47,500

There will need to be an additional expense to a local electrician associated with installation of the cameras at the intersections.



Introduction and Overview

The Leavenworth Police Department is seeking Request for Proposals from Rekor Systems Inc., Flock Safety, and Electronics Technologies, Inc., for the installation of a License Plate Reader (LPR) System in the City of Leavenworth. The system should be all-encompassing that includes the hardware and software necessary to monitor and capture video's or photos of 4 major intersections of ingress and egress of the community.

The primary goal of the system will be to assist the Leavenworth Police Department in the identification and apprehension of person(s) suspected of criminal involvement and/or the investigation of major traffic accidents.

The Leavenworth Police Department is seeking to enter into a five-year relationship with a selected company through a leasing agreement. The selected company will be responsible for capturing, maintaining, and storing the data with cloud services or propose an alternate.

The City of Leavenworth reserves the right to select the best overall system based upon, but not limited to the need, performance, ease of use of system, and cost. The City of Leavenworth reserves the right to disregard minor differences between vendors.

The Request for Proposal will not be awarded until 2023 and submitted pricing must be valid until February 15, 2023.

Under no circumstances will any data that is collected for the Leavenworth Police Department be sold to any third party.

Patrick R. Kitchens

Chief of Police

Leavenworth Police Department

Leavenworth Police Department

Leavenworth Justice Center • 601 S. 3rd St., Suite 2055 • Leavenworth, Kansas 66048-2868

(913) 651-2260



Scope of Services

Intersections

Provide and install a LPR camera(s) at the intersection of 4th and Eisenhower that captures photos/videos of vehicles traveling in all lanes in all four directions (north, south, east, and west.)

Provide and install a LPR camera (s) at the Intersection of 4th and Metropolitan that captures vehicles traveling in all lanes in all four directions except vehicles north of the intersection. (east, west, and south)

Provide and install a LPR camera (s) at the intersection of 10th and Eisenhower that captures vehicles traveling in all lanes in all four directions.

Provide and install a LPR camera(s) on Metropolitan in or around the area of 20th Street/Sante Fe Trail. A determination is to be made about installing the LPR on existing Kansas Department of Transportation equipment. Appropriate permitting required. An alternate option of installing a pole at the location must be outlined.

Leavenworth Police Department

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Cameras

All cameras should have an acceptable on-site power source through hardwire or solar. The camera should be capable of capturing data in all type of weather conditions, at all times of the day or night in a variety of lighting conditions. It should be capable of capturing data on vehicles traveling speeds of 1 to 75 miles an hour.

All cameras should be capable of capturing photos or videos from a minimum distance of 100 feet.

All cameras should have a fully comprehensive warranty of at least three years.

The City of Leavenworth Police Department reserves the right to reduce the number of cameras at intersections to ensure we are in line with projected budget.

Data Management and Access

The LPR should take a video or photograph of all vehicles that travel through specified intersections. It should capture the vehicle license plate, body type, make, model, color, and other distinguishing characteristics. The LPR should capture date, time and location for each vehicle. Preference will be given to the LPR Systems that capture a photo or video of the driver.

The vendor is expected to manage the data through cloud services which should be included in the cost as outlined in the vendor proposal. The LPR system should clearly outline network connectivity between the camera and cloud storage. Preference will be given to companies that provide and manage connectivity.

All Police Officers should have unlimited access to the data via desktop computer, laptop computer, tablet, or MDT. An option to access the data via Smart Phone should be available.

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Officers should be able to search the data including, but not limited to, full or partial vehicle license plate, body type, make, model, color, distinguishing characteristics, date, time and location.

The LPR system should allow for the connection to Federal, State, and/ or local databases such as NCIC for the sharing of information on wants, warrants, BOLO or other law enforcement related matters. Any additional costs for connection should be outlined. The information should be updated at least twice every 24 hours.

The LPR System should allow Leavenworth Police Officers to enter information about wants, warrants, or other critical information on law enforcement matters.

The captured data should be available for a period of at least 10 days. Preference will be given to the LPR System that provides 30 days of storage.

Leavenworth Police Department

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License Plate Reader

Request for Proposal

Selection Committee

Chief Patrick Kitchens

Major Dan Nicodemus

Lt. Steve Herring

Sgt. Ezekiel Stevenson

Sgt. Noah Wooten

IT Specialist Amy Peters

IT Specialist Josh Vieau

Leavenworth Police Department

Leavenworth Justice Center • 601 S. 3rd St., Suite 2055 • Leavenworth, Kansas 66048-2868

(913) 651-2260



LEAVENWORTH COUNTY ATTORNEY OFFICE

Phone: (913) 684-0480

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TODD G. THOMPSON

COUNTY ATTORNEY

Leavenworth Justice Center
601 S. Third Street, Suite 3069
Leavenworth, KS 66048-2868

Shawn Boyd
DEPUTY COUNTY ATTORNEY

Christopher Lyon
ASSISTANT COUNTY ATTORNEY

Kathryn Devlin
Assistant County Attorney

Ashley Hutton
ASSISTANT COUNTY ATTORNEY

Mary McMullen
ASSISTANT COUNTY ATTORNEY

Jose Guerra
ASSISTANT COUNTY ATTORNEY

David D. Melton
ASSISTANT COUNTY ATTORNEY

November 23, 2022

Chief Patrick Kitchens
601 South 3rd Street
Leavenworth, KS 66048

Re: Acquisition of License Plate Reader Systems

Dear Chief Kitchens,

I am thrilled at the prospect of License Plate Reader Systems (LPRS) being installed at key locations in the city of Leavenworth. LPRS have proven themselves to be an invaluable tool in the investigation of crimes and the apprehension and conviction of dangerous offenders. In child abduction cases, when time is of the essence, they may also be used to help recover the child before the child is harmed. The importance of LPRS to the safety of Leavenworth residents cannot be overstated.

Police pursuits potentially pose a high risk to the safety of both law enforcement officers and the public at large. I know your officers always consider the risk posed to themselves and the public when deciding whether or not to pursue a fleeing criminal. I also know that in certain situations the danger posed by the fleeing criminal is so high that your officers have no choice to pursue. The high rate of speed and multiple cars in the pursuit put everyone in their path at risk of harm or death. We have seen it too often. LPRS have the potential to help us identify and bring to justice these fleeing criminals. In fact, LPRS have the potential to assist law enforcement in *any* case in which a car is used by a criminal offender. For example, LPRS can assist in locating missing and stolen vehicles and the persons who have taken them.

The most important benefit LPRS may bring is the swift recovery of children who have been abducted. As we know, time is of the essence when a child has been taken. The sooner we are able to locate the

child, the more likely it is that the child will be recovered unharmed. LPRS can tell us if and when the child has been taken from our community by the abductor. They can provide us the description of the vehicle the abductor is driving, and possibly identify the abductor. They can indicate when and where they may be going too, preventing us from expending limited resources and precious time looking for the child in places where the child is not. LPRS would have been invaluable in recent homicide cases.

LPRS are a “force multiplier.” They have the potential to enable your limited number of officers to quickly obtain critical information that would otherwise require a much larger number of officers, officers you do not have, to obtain. I can foresee no downside to the installation of LPRS, and there is no question in my mind that LPRS will make our citizens safer. I hope we see the installation of LPRS implemented as soon as possible.

Thank you,

Todd G. Thompson

Todd Thompson
County Attorney
Leavenworth County, Kansas

1. Public Safety

a. Police

- i. Address recent trends in domestic violence incidents and target initiatives to reduce drug crimes in high risk areas. (Pat)**
- ii. Continue to focus on community engagement (Pat)**
- iii. Continue to evaluate technology to improve operations and transparency (Pat)**
- iv. Push for the continuation of increased funding and resources for mental health issues. (Pat)**

**Capital Improvements Program
2023 - 2027
Police - License Plate Reader System**

Purpose:

This allocation provides funding for the first year of a License Plate Reader System (LPRS) for four major intersections. The LPRS will capture a small video of each vehicle that goes through the intersection. The video clip will be retained for a period of 7-10 days with cloud storage. The videos can be accessed if a critical incident takes place at the intersection.

Source	Comments	Year	Requested	Projected
Sales Tax	Pilot program - annual lease	2023	\$ 65,000	\$ 65,000
General Fund	Moved to Operating Budget if 1st year is successful	2024	65,000	65,000
General Fund	Moved to Operating Budget if 1st year is successful	2025	65,000	65,000
General Fund	Moved to Operating Budget if 1st year is successful	2026	65,000	65,000
General Fund	Moved to Operating Budget if 1st year is successful	2027	65,000	65,000
			<u>\$ 325,000</u>	<u>\$ 325,000</u>

Uses	Comments	Year	Requested	Projected
Public Safety	Leased system installed at 4 major intersections	2023	\$ 65,000	\$ 65,000
Public Safety	Leased system installed at 4 major intersections	2024	65,000	65,000
Public Safety	Leased system installed at 4 major intersections	2025	65,000	65,000
Public Safety	Leased system installed at 4 major intersections	2026	65,000	65,000
Public Safety	Leased system installed at 4 major intersections	2027	65,000	65,000
			<u>\$ 325,000</u>	<u>\$ 325,000</u>



License Plate Reader System (LPR)

Chief Patrick R. Kitchens



LPR Intersections

- ▶ 4th and Metropolitan
- ▶ 4th and Limit
- ▶ 4th and Eisenhower
- ▶ 10th and Eisenhower
- ▶ 18th and Metropolitan

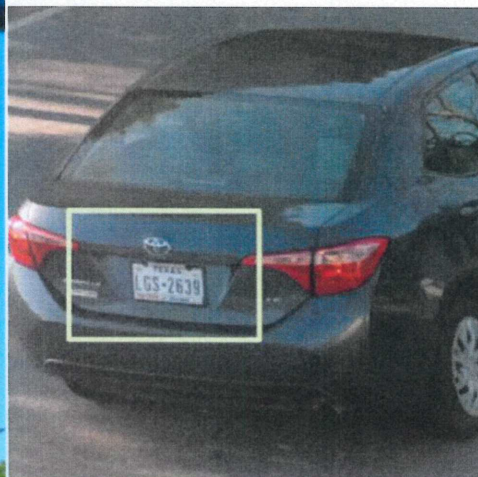


LPR – What is it?

An LPR system is simply cameras placed at intersections that capture a photograph of a car and the license plate. That data is transferred and kept in cloud storage for 30 days and available for investigators to review when needed.

Investigators can search the data by make, model, Color, license plate number, other distinguishing factors (trailers, damage, etc).

LPR – What the camera captures!





LPR – How does it help?

- ▶ Connected to NCIC
- ▶ Vehicles associated with a particular crime
- ▶ People associated with a particular car
- ▶ Stolen Automobiles
- ▶ Amber Alert or Silver Alert



Specific Instances

- ▶ KARE Pharmacy Murder case
- ▶ Young Woman Killed in the Woodland Village
- ▶ Open Murder case on Eisenhower
- ▶ Quadruple Murder suspect from Ohio Captured in Lawrence, KS

Costs – 4 Intersections

Companies			One Time Installation Costs
Flock Safety	\$37,500	Per Year	\$5,250
Insight	\$37,500	Per Year	\$8,500
ETI	\$38,395	Per Year	\$7,000 - \$10,000
Utility	\$38,550 (\$77,120 - 1st year)	Per Year	\$850

Costs – 5 Intersections

Companies			One Time Installation Costs
Flock Safety	\$47,500	Per Year	\$6,650
Insight	\$47,500	Per Year	\$8,500
ETI	\$48,631	Per Year	\$7,000 - \$10,000
Utility	\$48,830 (\$77,120 - 1st year)	Per Year	\$850



Flock Safety Considerations

- ▶ Company Interaction
- ▶ 30 days on the data
- ▶ Auditing
- ▶ Transparency Portal
- ▶ Easy to search data
- ▶ Connection to the area

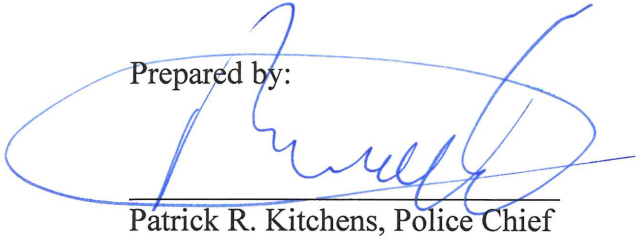


Communities in Kansas With Flock Safety

- ▶ Hamilton Co SO
- ▶ ● Wallace Co SO
- ▶ ● Ulysses
- ▶ ● Reno County SO
- ▶ ● Halstead
- ▶ ● Abilene
- ▶ ● Cowley County SO
- ▶ ● Haysville
- ▶ Clearwater
- ▶ ● Allen County
- ▶ ● Wichita
- ▶ ● Sumner County SO
- ▶ ● Maize
- ▶ ● Hutchinson
- ▶ ● Park City
- ▶ Platte City - pending

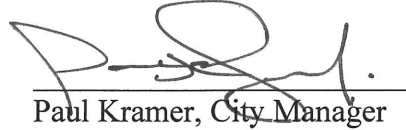
Policy Report No. 2-2023
Weapons Upgrade
January 24, 2023

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Paul Kramer, City Manager

ISSUE:

The Police Department is requesting the city commission approve a sole source purchase of new handguns, holsters, sights and lights for use by Police Officers from GT Distributors, Inc.

STAFF RECOMMENDATION:

Staff recommends approval.

BACKGROUND:

The Police Department acquired our existing handguns in 2012 and they are in need of replacement. The Police Department has generally replaced our handguns about every 10 years and this replacement would be on schedule.

Our Department Range Masters have done extensive research and determined it would be beneficial to maintain the Glock handgun as a standard issue weapon but switch from a .40 caliber round to a 9mm round. The most important element of this decision is accuracy.

GT Distributors is the only authorized Glock representative for our Region.

BUDGET IMPACT:

GT Distributors provided a cost of \$27,666 for the purchase of 78 handguns, holsters, lights, sights, and magazines. We receive a trade value of \$23,098.50 for 79 handguns in use now by Officers. Once the trade takes place, GT Distributors will make those guns available to Officers who may want to purchase their individual weapons for a reduced price.

In the 2023-2027 Capital Improvement Program budget the City Commission authorized \$87,500 for the Police Department weapons upgrade. This purchase is specific to handguns. We will be making additional purchases of rifles and other equipment but those will be from several different vendors and will likely need City Manager approval in compliance with the Finance Rules.

COMMISSION ACTION:

Approve a sole source purchase of new handguns, holsters, lights, sights, and magazines from GT Distributors in the amount of \$27,666.



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0151918
Date	1/17/2023
Page:	1

Bill To:

Leavenworth Kansas Police Dept (KS)
 Attn Accounts Payable
 601 South 3rd., Suite 2055
 ATTN: Cassidy Fox
 Leavenworth KS 66048

Ship To:

Leavenworth Kansas Police Dept (KS)
 601 South 3rd, Suite 2055
 Attn: Pam Cline
 Leavenworth KS 66048

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
GUNTRADE	006102	WSMITH	FEDEX-GROUNDN	NET 15	0/0/0000	2,556,918
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
65	GLOCK-PA175S202MO	Glock 17 Gen5 MOS w FS 9mm FXDSGHT 3 I	EA	\$429.00	\$27,885.00	
10	GLOCK-PA455S202MO	Glock 45 Gen 5 MOS w FS 3 MAGS Fxd Sghts	EA	\$429.00	\$4,290.00	
3	GLOCK-PA2650202*	Glock 26 Gen 5 9mm w/ Fixed Sights	EA	\$358.00	\$1,074.00	
61	UG-GLOCK22G4	Used Gun Glock 22 Gen 4 .40 Pistol	EA	(\$291.50)	(\$17,781.50)	
15	UG-GLOCK23G4	Used Glock 23 Gen 4 Pistol .40	EA	(\$299.50)	(\$4,492.50)	
1	UG-GLOCK23G5	Used Glock 23 Gen5b .40	EA	(\$309.50)	(\$309.50)	
3	UG-GLOCK27G4	Used Glock 27 Gen 4 .40 Cal.	EA	(\$271.50)	(\$814.50)	
78	AG-GL-252	XL Tall Green Tritium LimeGreenLumi Outline .:	EA	\$68.75	\$5,362.50	
10	STL-69424*	Streamlight TLR-7A FLEX Rail Mounted Tac Lig	EA	\$114.75	\$1,147.50	
40	GLOCK-39328*	Glock Gen 5 17 9MM Magazine 17 Rounds	EA	\$21.00	\$840.00	
57	SAF-6390RDS-28327-48	6390RDS GLOCK 19MOS TLR-7 STX BSK BLI	Each	\$113.75	\$6,483.75	
8	SAF-6390RDS-28327-48	6390RDS GLOCK 19MOS TLR-7 STX BSK BLI	Each	\$113.75	\$910.00	
25	SAF-6390RDS-28327-10	6390RDS GLOCK 19MOS TLR-7 STX TAC BLI	Each	\$113.75	\$2,843.75	
2	SAF-6390RDS-28327-10	6390RDS GLOCK 19MOS TLR-7 STX TAC BLI	Each	\$113.75	\$227.50	
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		Sights installed by customer \$300 Total if GT Applies the sights				
1	NOTES:	Notes:	EA	\$0.00	\$0.00	
		Trade assumes box and 3 magazines.				



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

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 601 South 3rd, Suite 2055
 Attn: Pam Cline
 Leavenworth KS 66048

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GUNTRADE	006102	WSMITH	FEDEX-GROUNDN	NET 15	0/0/0000	2,556,918

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	NOTES:	*Subtract \$5.00 for missing gun box *Subtract \$18.00 for missing magazines Notes: All guns must be fully functional to receive full trade value.	EA	\$0.00	\$0.00
1	NOTES:	Notes: The agency is responsible for packaging and all freight charges on trades to G T Distributors.	EA	\$0.00	\$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Bill Smith. Thank you for your business!
 Sgt. Noah Wooten (nwooten@firstcity.org

Subtotal	\$27,666.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$27,666.00

**Capital Improvements Program
2023 - 2027
Police - Handgun and Rifle Replacement**

Purpose:

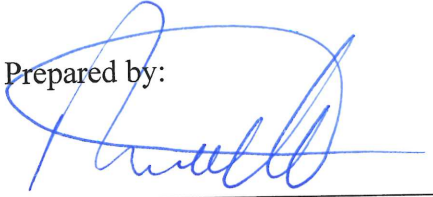
This allocation provides funding to replace handguns and rifles that are over 10 years-old. Allocation includes an additional 12% to provide for inflation.

Source	Comments	Year	Requested	Projected
Sales Tax		2023	\$ 87,500	\$ 87,500
		2024	-	-
		2025	-	-
		2026	-	-
		2027	-	-
			\$ 87,500	\$ 87,500

Uses	Comments	Year	Requested	Projected
Public Safety	Eighty-three (83) Glock Gen. 5 handguns (engraved)	2023	\$ 42,546	\$ 42,546
Public Safety	Less: trade-in seventy-nine (79) Glock Gen. 4 handguns	2023	(25,874)	(25,874)
Public Safety	Twenty-one (21) Rick River rifles	2023	23,091	23,091
Public Safety	Holsters, lights, magazines	2023	47,737	47,737
Public Safety	Additional accessories	2023	-	-
		2024	-	-
		2025	-	-
		2026	-	-
		2027	-	-
			\$ 87,500	\$ 87,500

Policy Report No. 3-2023
2023 Towing and Impoundment of Vehicles
January 24, 2023

Prepared by:



Patrick R. Kitchens, Police Chief

Approved by:



Paul Kramer, City Manager

ISSUE:

The Police Department is asking the City Commission to place an ordinance on first consideration of the Municipal Code of Ordinances that governs Towing and Impounding of vehicles in the City of Leavenworth.

STAFF RECOMMENDATION:

Staff has no recommendation.

BACKGROUND:

The Police Department was before the Governing Body on December 6, 2022 during a study session to discuss the ordinances that govern police towing and impounding of vehicles. If you recall, a citizen expressed concern about excessive and unnecessary charges that resulted when a car was towed after a traffic accident.

The City Commission provided consensus to make a modification to the ordinances that authorize staff to take action to try and eliminate this problem in the future. Staff conducted a thorough review of the ordinances and included those changes. That language was added to Section 44-224 B. Tow companies would be subject to suspension or revocation if”*The wrecker or towing service has applied abusive or excessive charges for the services provided.*”

During the review by our legal team we also discovered a need to enhance the ordinance by including provisions that allow for a citizen to contest their car being towed. The courts have made it clear cities must have a formal process to address this matter.

That is addressed in Section 44-222.

BUDGET IMPACT:

There is no budget impact.

COMMISSION ACTION:

Place an ordinance on First Consideration that updates the Towing and Impoundment of Vehicles that would amend Section 44-85, 44-86, 44-98, 44-99, and 44-127. Further amending Chapter 44 by adding 44-220, 44-221, 44-222, 44-223, 44-224, and 44-225.

ORDINANCE NO. XXXX

AN ORDINANCE REGARDING THE TOWING AND IMPOUNDMENT OF VEHICLES, AMENDING SECTIONS 44-85, 44-86, 44-98, 44-99, AND 44-127 AND AMENDING ARTICLE VI (ABANDONED VEHICLES) OF CHAPTER 44 (TRAFFIC AND VEHICLES), OF THE LEAVENWORTH CODE OF ORDINANCES, AND ESTABLISHING NEW AND REPLACEMENT SECTIONS.

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

Section 1. Section 44-85 of the Leavenworth Code of Ordinances is hereby deleted in its entirety and amended to read as follows:

Sec. 44-85. Penalty for violation of article; prima facie evidence of violation.

Any operator of a vehicle permitting such vehicle to be parked or standing in violation of this article, upon conviction, shall be guilty of a misdemeanor. If any vehicle is found to be in violation of the provisions of this article and the identity of the operator cannot be determined, the owner or person in whose name such vehicle is registered shall be held prima facie responsible for such violation.

Section 2. Section 44-86 of the Leavenworth Code of Ordinances is hereby deleted in its entirety and amended to read as follows:

Sec. 44-86. Parking restricted to 24-hour period.

It is unlawful for any person to park or to permit the parking, storing or standing of any vehicle, as defined in the standard traffic ordinance incorporated by section 44-1, upon any street or alley or in any public park or public off-street parking facility in the city, for a continuous period of more than twenty-four (24) hours, without special permission of the police chief.

Section 3. Section 44-98 of the Leavenworth Code of Ordinances is hereby deleted in its entirety and amended to read as follows:

Sec. 44-98. Removal of vehicles for city services.

The police shall have the power to remove or have removed, in accordance with article VI of this chapter 44, any vehicle on any street in the city after posting or giving notice two (2) hours in advance of such removal that the vehicle must be removed as ordered for removal of snow, painting of traffic signs or cleaning of the streets, which authority shall apply to any hour, day or night.

Section 4. Section 44-99 of the Leavenworth Code of Ordinances is hereby deleted in its entirety and amended to read as follows:

Sec. 44-99. Removal of parked vehicles during emergencies.

If, by reason of fire, flood, windstorm, snowstorm or other catastrophe, any emergency arises which, in the opinion of the fire chief, police chief, city engineer

or other officer of the city, requires the removal of any vehicles parked or standing in the streets, alleys, public parks, public off-street parking facilities, or in any other public place in the city, such vehicles may be removed and towed by the city officers or employees to some other safe place in the city, in accordance with article VI of this chapter 44.

Section 5. Section 44-127 of the Leavenworth Code of Ordinances is hereby deleted in its entirety and amended to read as follows:

Sec. 44-127. Violation notices; towing of vehicles.

When a police officer or other officer designated by the police chief finds a vehicle parked in violation of this division, or is otherwise authorized to remove a vehicle, he or she may order the vehicle removed and towed by a towing service in the city, in accordance with article VI of this chapter 44. The city official ordering such removal shall cause a record to be kept listing the description of any and all vehicles so removed and the place from which and to which such vehicles are removed. Before such vehicle may be reclaimed or redeemed, the owner thereof shall pay all costs for the towing and storing of such vehicle.

Section 6. Article VI of Chapter 44 of the Leavenworth Code of Ordinances is hereby deleted in its entirety and amended to read as follows:

ARTICLE VI. TOWING AND IMPOUNDMENT REGULATIONS¹

Sec. 44-217. Authority to Tow or Impound.

The police department, and all members thereof, are authorized to remove or tow away, or have removed and towed away by a commercial towing service to an impound lot or other safe place designated by the city, all motor vehicles found under the hereinafter enumerated circumstances:

- A. When any motor vehicle upon a street is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle cannot safely operate the motor vehicle or are unable to provide for its custody or removal to a lawfully secure location; or
- B. When any motor vehicle is parked illegally in such a manner as to constitute a hazard or obstruction to the safe movement of traffic, or is parked in violation of chapter 44, article IV of this code or other applicable code or ordinance, or where the removal of such vehicle is otherwise authorized by chapter 44, article IV of this code or other applicable code or ordinance; or
- C. When the operator of any motor vehicle is arrested and taken into custody by the police department and such vehicle would thereby be left unattended and create a hazard or obstruction to the safe movement of traffic; or

¹ *State Law Reference—Abandoned and disabled vehicles, K.S.A. 8-1101 et seq.*

- D. When any motor vehicle is abandoned or left unattended on a highway, public road or city-owned property for a period of time in excess of forty-eight (48) consecutive hours (except as otherwise provided or further time-limited under other city code, in which event such other time limitation shall apply); or
- E. When any vehicle is found being driven on the streets and is not in proper or safe condition to be driven and cannot be removed safely to a lawfully secured location by the owner or operator; or
- F. When any motor vehicle determined to be stolen or taken without the consent of its owner is found upon the public street; or
- G. When any motor vehicle is subject to seizure as evidence in a criminal prosecution; or
- H. When any motor vehicle is subject to seizure or forfeiture under the laws of this state or federal law.

If a court orders any vehicle to be held for the purpose of a criminal investigation or for use as evidence at a trial, then such order shall be in writing, and the court shall assess as costs the actual and reasonable charges for the protection, storage or safekeeping accrued while the vehicle was held pursuant to such written order.

Sec. 44-218. Police chief designated as enforcing officer.

The police chief is designated as the enforcing officer charged with the administration of this article. The chief of police shall establish, distribute, and cause the enforcement of reasonable policies, rules and regulations for wrecker or towing services, subject to the provisions of this article, as from time to time he or she deems appropriate for the safety, well-being and protection of citizens and their property within the city.

Sec. 44-219. Notice to Owner of Towed and Impounded Vehicle.

- A. Vehicles which are subject to being towed and impounded under conditions that do not constitute an immediate obstruction to the normal and safe movement of traffic, or do not prevent the City from removing snow, painting traffic signs, or cleaning streets, and are determined to be abandoned shall not be towed or impounded until the motor vehicle has placed on its windshield or in another prominent location a sticker or placard indicating the vehicle is in violation of city code and shall be removed by the police department after forty-eight (48) hours from the time the sticker or placard was attached to the vehicle (except as otherwise provided or further time-limited under other city code, in which event such other time limitation shall apply). The sticker or placard shall include such other information as the police chief determines is necessary. Subsequent to the towing of an abandoned vehicle the police department shall comply with the notice requirements of section 44.219.B below.

- B. Whenever any motor vehicle is towed and impounded pursuant to the provisions of this article, notice, if possible, shall be given to the owner or person entitled to custody thereof that such vehicle has been towed and impounded, the reasons for the tow, how the vehicle may be recovered to include the right of hearing set out in section 44.222, and that unless the owner takes action within thirty (30) days from the date of receipt of the notice, proceedings may be instituted to dispose of the motor vehicle as provided by Kansas law to cover any costs accrued as a result of the towing and impounding. Said notice shall be by written notice provided to the owner or person entitled to custody of the motor vehicle at the time the motor vehicle is towed, provided the officer providing such notice has obtained written acknowledgment of receipt of the notice. In addition, said notice shall be made by certified mail. Notice by certified mail shall be mailed to the owner of vehicles displaying state-issued registration plates no later than close of business of the third business day after the towing. The police department shall use reasonable diligence in determining the title or registered owner of the vehicle.

Sec. 44-220. Disposal of Towed or Impounded Vehicles.

Any motor vehicle which has been towed or impounded by or at the direction of the city, as provided in this article, may be disposed of as provided by applicable Kansas statutes and procedures.

Sec. 44-221. Recovery Procedures.

- A. All motor vehicles towed or impounded by or at the direction of the city pursuant to the provisions of this article shall be surrendered to the owner or person entitled to custody of the vehicle subject to the provisions of subparagraph B herein, upon presentation of the following to the commercial tow service where the vehicle is impounded:
 - 1. Proof of ownership of the vehicle by lawful title or other proof of lawful entitlement to the vehicle;
 - 2. Proof of liability insurance on the vehicle as required by the laws of the state of Kansas;
 - 3. Proof of current registration of the vehicle as required by the laws of the state of Kansas; and
 - 4. Payment of all storage charges and towing fees incurred in the towing and impounding of the vehicle must be made prior to release of the vehicle unless otherwise relieved of that requirement by the city or by the hearing provisions set forth in section 44.222 below.
- B. Should a person seeking release of a motor vehicle impounded under the provisions of this article not present proof of current registration and proof of insurance, the vehicle will not be released to be driven away from the impound lot, but the vehicle may be released to be towed from the tow lot if proof of ownership is shown and all storage and towing charges are paid.

Sec. 44-222. Hearing Procedures.

- A. Owners or persons entitled to the lawful custody of motor vehicles impounded by or at the direction of the city who wish to contest the validity of the motor vehicle tow may request a hearing for such purpose by notifying the police department of the request in writing.
- B. A hearing for the purpose of determining the validity of the tow shall be held by the municipal court on the next regularly-scheduled court date that is at least five (5) days after such hearing is requested, unless all parties agree to an earlier date. The time of the hearing shall be set by the clerk of the municipal court.
- C. Pending such hearing, the owner or person lawfully entitled to custody of any impounded vehicle may retrieve the impounded vehicle upon either (1) paying applicable towing charge and storage fees, or (2) posting bond with the clerk of the court or the police department in the amount of the towing charge and storage fees. Upon payment or upon showing to the commercial tow service proof of the posting of the bond, the motor vehicle shall be released immediately. If payment is not made, or a bond is not posted, the vehicle shall remain in storage until the requested hearing is held.
- D. If the municipal court judge determines the vehicle was lawfully towed pursuant to the provisions of this article or other applicable law, then to the extent not previously paid, all charges shall be paid by the owner or person lawfully entitled to custody of the vehicle. Such charges may be paid for partly or in whole by the bond, if posted, and any surplus bond money shall be returned.
- E. If the municipal court judge determines the vehicle was not permissibly towed pursuant to the provisions of this article or other applicable law, the court shall order the immediate release of the vehicle to its lawful owner without costs, any towing charge and storage fees shall be paid or reimbursed by the city, and any bond posted shall be returned.
- F. Should any owner or person lawfully entitled to custody of an impounded vehicle post bond but fail to appear after being notified of the time for the hearing, such bond shall be forfeited to the party owed any towing charges or storage fees.

Sec. 44-223. Tow Service Police Rotation.

- A. Any person, firm, partnership or corporation desiring to perform wrecker or towing service for the city police department shall make written application to the chief of police providing proof that the applicant meets the requirements of this section. Any such wrecker or towing service which meets the requirements of this section all other provisions of this article and applicable towing resolutions shall be eligible to be placed on such list and be called on such rotation basis.

- B. The following requirements and criteria shall be met by any wrecker or towing service seeking approval to be authorized and listed as eligible to respond to requests for towing service by the police department.
1. Exclusive of legal holidays, each wrecker or towing service shall be open and have a representative actually on the premises of the location or area where towed vehicles are stored or kept 9½ hours per day, from 8 a.m. to 5:30 p.m. Monday through Friday. In addition, each wrecker or towing service shall conspicuously post a sign at the front of their business stating the business name and a telephone number where information can be obtained about any vehicle towed or stored by the business.
 2. Towing and wrecker services and drivers must be available on a 24-hour, seven-days-a-week basis.
 3. Each towing and wrecker service must have properly zoned adequate storage facilities within the city. All automobiles towed pursuant to this article shall be stored within the city. The outside storage areas shall be fenced and otherwise properly secured.
 4. Each towing and wrecker service must have available a storage area which is totally enclosed within a building for the protection and security of recovered stolen property to be processed and valuable property left in vehicles.
 5. Each wrecker or towing service must have available at least one 16-ton capacity wrecker or wrecker vehicle with greater capacity.
 6. Each towing and wrecker service must handle and tow abandoned vehicles in proportion to the number of tow requests received from said police department for damaged or disabled vehicles.
 7. Each towing and wrecker service must provide the City with proof of adequate insurance protection, including but not limited to garage liability, commercial general liability, business automobile liability, and workers' compensation. The city is to be named as an additional insured on all required insuring agreements with the exception of workers' compensation.
 8. Each towing and wrecker service must be certified and designated as an agent and authorized representative for the city for the limited purposes of towing, removing, storing and selling of abandoned motor vehicles. In addition thereto, each towing and wrecker service must enter into and sign a hold harmless agreement with the city.
- C. The criteria and requirements set forth in subsection B shall not apply when the person whose vehicle is to be towed shall indicate a preference as to which towing and wrecker service is to be utilized or when the person whose vehicle is to be towed shall request a specific towing or wrecker service.

- D. The chief of police shall provide to appropriate department personnel a list of eligible and qualified tow companies to be used in providing tow services for the city. The chief of police will use his or her reasonable efforts to ensure the police department implements a rotational procedure that fairly utilizes the services of the qualified tow services on the police rotation tow list.

Sec. 44-224. Suspension or Revocation of Approval and Authorization.

- A. The chief of police may order that the approval and authority of a wrecker or towing service to respond to requests of said police department be suspended or revoked and order such wrecker or tow service be struck from the rotational call list. Any such suspension shall be effective until the deficiency is corrected. If such approval and authority is revoked, such wrecker or towing service shall not be eligible for reinstatement for at least one (1) year from the date of revocation.
- B. Such suspension or revocation shall be by written notice to the wrecker or towing service advising such service of its failure to comply with any of the requirements of this article or of the violation by such wrecker or towing service of the following provisions upon which a suspension or revocation may be based:
 - 1. Obtaining the approval and authority by fraudulent conduct or false statements;
 - 2. The wrecker or towing service has applied abusive or excessive charges for the services provided;
 - 3. Such wrecker or towing service consistently refuses to respond to requests for such service by the police department or consistently fails to answer telephone calls from the police department at the telephone number supplied by the business for towing services;
 - 4. The wrecker or towing service responds to the scene of an accident, emergency, or impoundment situation, when not specifically called to do so, and solicits wrecker or towing business;
 - 5. Failure to comply with any rules or regulations governing towing services established by the chief of police; or
 - 6. The city is not satisfied with the general services of the owner and/or employees or with the cooperation it has received from such wrecker or towing service or other justifiable cause.

Sec. 44.225. Fees and Charges.

At the time of providing wrecker or towing service, any person providing such wrecker or towing service shall give written notice to the driver, if available, of the vehicle being towed that a fee will be charged for storage of such vehicle. Failure

to give such written notice shall invalidate any lien established for such storage fee.

Sec. 44.226. Other Regulations.

- A. Subject to subsections B and C below, any personal property within the vehicle need not be released to the owner thereof until the reasonable or agreed charges for such recovery, transportation or safekeeping have been paid, or satisfactory arrangements for payment have been made. The person in possession of such vehicle and personal property shall be responsible only for the reasonable care of such property. Any personal property within the vehicle not returned to the owner shall be sold at the auction authorized by this article.
- B. No wrecker or towing service, or owner, employee or agent thereof, shall prohibit or refuse to allow the owner, operator, person in charge or possession of the towed and stored vehicle, who has proof of title or registration, to retrieve any medicine or medical supplies from such towed and stored vehicle. No wrecker or towing service shall require the payment of any fees or charges before permitting access to a person retrieving medicine or medical supplies permitted to be retrieved under this section.
- C. As to vehicles towed from private property, and to the extent required by law (e.g., where personal property has not been impounded, constitutes evidence, or the like), an owner of a vehicle towed shall have access to personal property in such vehicle for forty-eight (48) hours after such vehicle has been towed and such personal property shall be released to the owner.
- D. Each wrecker and towing service shall report the location of a vehicle towed from private property to the police department within two (2) hours of such tow.

Section 7. Sections 44-85, 44-86, 44-98, 44-99, and 44-127, and Article VI of Chapter 44 of the Leavenworth Code of Ordinances (including Sections 44-217 through 44-219, inclusive), in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 8. This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

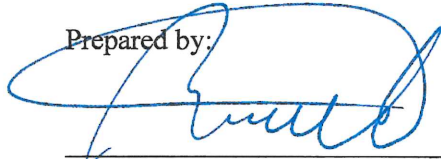
PASSED and APPROVED by the Governing Body on the _____ day of _____, 2023.

Jermaine Wilson, Mayor

{SEAL}
ATTEST:

Sarah Bodensteiner, City Clerk

Policy Report No. 10-2022
2022 Police Department Towing Ordinance and Policy
December 6, 2022

Prepared by:


Patrick R. Kitchens, Police Chief

Approved by:

Paul Kramer, City Manager

ISSUE:

The Police Department is before the Governing Body for a discussion and review of the Towing Ordinance and Policies of the Police Department.

STAFF RECOMMENDATION:

Staff has no recommendation.

BACKGROUND:

During a recent City Commission meeting a citizen spoke during the public comments section about a negative experience relating to his families traffic accident and subsequent towing of their vehicle. There was a request to bring the matter to a study session to review and discuss existing Ordinance and Policy. This specific matter was handled with a letter to all tow companies about the rules. (sample letter attached)

The Leavenworth Police Department responds to a little over 500 traffic accidents each year and a majority of those require one or both cars to be towed. We respond to and assist the public with vehicles that are disabled because of mechanical failure and those cars need to be towed. We also investigate a variety of parking complaints and occasionally those cars are towed.

The Police Department has an established rotating list of tow companies (list attached) that respond to our request for a tows. Tow companies rotate weekly from Sunday to Sunday and it's designed to share the business as equally as possible. The tow companies are subject to specific rules to eligible to participate in the rotating list. (rules attached)

An Officer working an accident or mechanical failure event provides the owner of the vehicle with two options. The first option allows the owner of the vehicle to have the car towed by a preferred company. The second option is for the owner of the vehicle to have the Police tow the car. It's at that point we call the tow company of the week and they respond.

The Police Department does not take possession of those vehicles. They are in the possession of the tow companies. The Tow companies are governed by Kansas State statute related to those vehicles. The only exception to this is when we impound a car that is involved in a crime as evidence. Those cars are subject to rules of evidence and the court has jurisdiction about disposal.

The system works very well and efficiently. The Police Department has a good working relationship with the tow companies and on the occasion are able to resolve minor disputes easily.

We did ask our city attorney David Waters to review our current ordinance as part of this process and he did take note that it has been some time since we updated it. The attached ordinance provides appropriate updates to our practices and policies, including a provision designed to provide more transparency related to fees and charges. (attached)

BUDGET IMPACT:

There is no budget impact.

COMMISSION ACTION:

Discuss and review the Towing Ordinance and Policy.