



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

Call to Order – Pledge of Allegiance Followed by Silent Meditation

PRESENTATIONS:

1. Mayor's Awards
2. New Employee Welcome (pg. 3)

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

3. Minutes from June 11, 2019 Regular Meeting **Action:** Motion (pg. 5)

Second Consideration Ordinance:

4. Second Consideration Ordinance No. 8102 Amending Chapter 103 Stormwater **Action:** Roll Call (pg. 11)
5. Second Consideration Ordinance No. 8103 Amending Appendix F Schedule of Fees **Action:** Roll Call (pg. 19)
6. Second Consideration Ordinance No. 8104 Amending Sec. 2-26 Composition; Elections; Term of Office **Action:** Roll Call (pg. 36)
7. Second Consideration Ordinance No. 8105 Amending Chapter 74 Parks & Recreation **Action:** Roll Call (pg. 39)

NEW BUSINESS:

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

Resolutions:

8. Resolution B-2227 Amending Resolution B-2217 Related to the Bond Issue **Action:** Motion (pg. 46)

Bids Contracts and Agreements:

9. Consider Bids for Dougherty Park Basketball Courts Resurfacing **Action:** Motion (pg. 53)
10. Consider Bids to Replace Air Handler & Preheat Loop Pumps at Planters II **Action:** Motion (pg. 55)
11. Consider Renewal of Eastern KS Multi-County Task Force Inter-Local Agreement **Action:** Motion (pg. 77)
12. Consider Design Contract with Water Resource Solutions; Independence Court Project **Action:** Motion (pg. 80)
13. Consider Contract with Stantec for Pavement Evaluation **Action:** Motion (pg. 90)

First Consideration Ordinances:

14. First Consideration Ordinance Amending Chapter 122 Vehicles for Hire **Action:** Consensus (pg. 97)
-

Consent Agenda:

Claims for June 8, 2019 through June 21, 2019, in the amount of \$849,890.70; Net amount for Payroll #13 effective June 21, 2019, in the amount of \$363,120.24; (Includes Police & Fire Pension in the amount of \$11,572.36).

Action: Motion

Other:

Adjourn

Action: Motion

POLICY REPORT 19-02
New Employee Welcome Ceremony
June 25, 2019

Prepared by:

Reviewed by:

Reviewed by:


Michelle Meinert
HR Specialist


Lona Lanter
HR Director


Paul Kramer
City Manager

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

BACKGROUND: The City has established a program of welcoming new employees to the City Team. As part of this program, each new employee is asked to attend a regular meeting of the Leavenworth City Commission. At the meeting each employee will be introduced by the Mayor or the Mayor Pro Tem and will be presented with a City of Leavenworth pin. Brief background information of each employee listed below is attached.

EMPLOYEES TO BE WELCOMED:

Jordan Green
Joshua Parrott
Paul Lednicky
Kirby Jones
Nancy Martinez
Luke Hailey
Matthew Holek
Joanna Fuimaono
Michael Maldonado
Bradley Lee
Wyatt Forshee
Antoine Mitchell

Police Officer
Police Officer
Police Officer
Animal Control Officer
Telecommunications Specialist
Police Officer
Firefighter
Admin Clerk – Streets
Traffic Control Tech
Zoning & Code Administrator
Park Technician I
RFCC Custodian

Jordan Green – Jordan was hired on November 29, 2018, as a Police Officer. She received her GED from JCCC and previously worked at Perky’s Café as a waitress.

Joshua Parrott – Joshua was hired on January 10, 2019, as a Police Officer. He graduated from Staley High School and was previously employed at Diversified Security as a technician.

Paul Lednicky – Paul was hired on January 10, 2019, as Police Officer. He graduated from Immaculata High School and received a degree in both Criminology & Psychology from the University of Saint Mary. He was previously employed at Dillon’s as a customer service supervisor.

Kirby Jones – Kirby was hired on March 21, 2019, as an Animal Control Officer. Kirby is a graduate of Atchison High School and was previously employed by Napa Auto Parts as an auto parts salesman.

Nancy Martinez – Nancy was hired on April 4, 2019, as a Telecommunications Specialist. Nancy graduated from Victor Valley High School and obtained a bachelor’s degree in criminal justice from California State University.

Luke Hailey – Luke was hired on April 4, 2019, as a Police Officer. Luke graduated from Lansing High School and earned a bachelor’s degree in history at Pittsburg State University. He was previously employed as a police officer at the Pittsburg Police Department.

Matthew Holek – Matt was hired on April 4, 2019, as a Firefighter. Matthew graduated from BVNW High School and received his associate’s degree in automotive technology from JCCC. He was formerly employed by Eudora City as a firefighter.

Joanna Fuimaono – Joanna was hired on April 4, 2019, as an Administrative Clerk for Streets. Joanna received her high school diploma from American School and was formerly employed by Commerce Bank as a branch supervisor.

Michael Maldonado – Michael was hired on April 18, 2019, as a Traffic Control Technician. He received his GED from Bloomfield High School and was previously employed by Hallmark Cards as a production support specialist.

Bradley Lee – Bradley was hired on May 30, 2019, as a Zoning and Code Administrator. Bradley graduated from Colby High School and received a bachelor’s degree in strategic leadership from Southwestern College. He was formerly employed by the Kansas Department of Corrections as a parole officer I.

Wyatt Forshee – Wyatt was hired on May 30, 2019, as a Park Technician I. Wyatt graduated from Tonganoxie High School and was previously employed by Nebraska Furniture Mart as a receiving specialist.

Antoine Mitchell – Antoine was hired on June 13, 2019, as a Custodian for the Community Center. Antoine graduated from Southeast High School and was previously employed by Heatron as an assembler.



CALL TO ORDER - The Governing Body met in regular session and the following commission members were present: Mayor Jermaine Wilson, Mayor Pro-Tem Myron J. (Mike) Griswold, Commissioners Nancy Bauder, Larry Dedeke and Mark Preisinger.

Others present: Assistant City Manager Taylour Tedder, Deputy Public Works Director Mike Hooper, Solid Waste Foreman Steve King, Public Information Officer Melissa Bower, Finance Director Ruby Maline, City Attorney David E. Waters and City Clerk Carla K. Williamson.

Mayor Jermaine Wilson opened the meeting with the pledge of allegiance followed by silent meditation.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Preisinger moved to approve the minutes from the June 4, 2019 special meeting as presented. Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Second Consideration Ordinance:

Second Consideration Ordinance No. 8100 Rescinding Special Use Permits— City Clerk Carla Williamson stated that there have been no changes to the ordinance since it was first introduced on June 4, 2019. Ordinance No. 8100 was presented for second consideration and a roll call vote.

Mayor Wilson called the roll and Ordinance No. 8100 was unanimously approved 5-0.

NEW BUSINESS:

Citizen Participation:

General Items:

2019 General Obligation Bonds & Temporary Notes Issuance Proceedings- City Clerk Carla Williamson presented to the City Commission the results of the General Obligation bonds and Temporary Notes. The sale was held at 10:00 a.m. on Tuesday, June 11, 2019. A memorandum prepared by the City's financial advisor, Greg Vahrenberg was presented and recapped the following:

Temporary Notes Series A2019 in the principal amount of \$7,430,000.00 to temporarily finance the 2019 General Improvements (pavement management); Thornton Street Project; and the 10th Avenue Improvement Project until after the projects are complete. The following bids were received:

Hutchinson, Shockey, Erley & Co.	1.840119%
Oppenheimer & Co., Inc.	2.119010%

General Obligation Bonds, Series 2019-A in the amount of \$1,340,000.00 which includes all interest and issuance costs for the Redemption of a portion of the A2018 Temporary Notes for General Improvements. The following bids were received:

Robert W. Baird & Co	2.139284%
Hutchinson, Shockey, Erley & Co	2.154285%
Commerce Bank	2.167854%
First Bankers' Banc Securities Inc	2.232658%
UMB Bank N.A.	2.264554%
Bernardi Securities, Inc.	2.293848%

Staff recommends accepting the following bids:

- A2019 Temporary Notes:
 - Hutchinson, Shockey, Erley & Co with an interest rate of 1.840119%
- General Obligation Bonds, Series 2019-A:
 - Robert W. Baird & Co. with an interest rate of 2.139284%

Ms. Williamson stated the following actions are required to complete the proceedings:

1. Motion to accept the proposal for the Temporary Notes, Series A2019
2. Motion to adopt Resolution B-2201 Issuance of Temporary Notes, Series A2019
3. Motion to accept the proposal for the General Obligation Bonds, Series 2019-A
4. Motion to adopt Resolution B-2202 Issuance of General Obligation Bonds, Series 2019-A
5. Roll call vote for Ordinance No. 8101 General Obligation Bonds, Series 2019-A

Commissioner Preisinger moved to accept the proposals from Hutchinson, Shockey, Erley & Co for Temporary Notes, Series A2019 as presented. Commissioner Griswold seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Commissioner Preisinger moved to adopt Resolution B-2224 Issuance of Temporary Notes, Series A2019. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Commissioner Preisinger moved to accept the proposals from Robert W. Baird & Co for the 2019-A General Obligation Bonds as presented. Commissioner Griswold seconded the motion and was unanimously approved. The Mayor declared the motion carried 5-0.

Commissioner Preisinger moved to adopt Resolution B-2225 Issuance of General Obligation Bonds, Series 2019-A. Commissioner Griswold seconded the motion and was unanimously approved. The Mayor then declared the motion carried 5-0.

Second Consideration Ordinance No. 8101 General Obligation Bonds, Series 2019-A.

Mayor Wilson called the roll and Ordinance No. 8101 was unanimously approved 5-0.

Resolutions:

Consider Resolution B-2226 Establishing and Setting the Start Date of Elected Officials – City Clerk Carla Williamson presented for approval adoption Resolution B-2226. The resolution will set the first Tuesday in December as the date elected officials take office. An ordinance will also be presented as required to change the code of ordinances.

Commissioner Bauder moved to adopt Resolution B-2226 as presented. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor then declared the motion carried 5-0.

Bids Contracts and Agreements:

Consider Bids for Refuse Bags – Deputy Public Works Director Mike Hooper presented for consideration the bids for plastic refuse bags. Bids were as follows:

Vendor	Per Bag	Per Roll	Qualified
DynaPak	\$0.1290	\$6.46	Yes
WasteZero	\$0.1025	\$5.12	Yes
Jadcore	\$0.1020	\$5.10	Yes
Inerboro	\$0.1396	\$6.98	No
Central Poly	\$0.1044	\$5.22	No

Commissioner Griswold moved to approve the qualified bid by Jadcore, Inc. in an amount not to exceed \$117,300.00. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Bids for Emergency Repairs – Limit Street Storm Pipe Replacement Project – Deputy Public Works Director Mike Hooper presented for approval a contract with Linaweaver Construction for the Emergency Repairs of Limit Street Storm Pipe Replacement Project in the amount of \$120,945.00. The Public Works Department was made aware of a sinkhole forming in the area and sent out an emergency request for bids to five contractors. The city purchasing policy allows for an expedited bidding process when an emergency is declared. The bids were reviewed on June 5, 2019 and were as follows:

Company	City	Base Bid	Alternate Bid
Linaweaver Construction	Lansing KS	\$120,945.00	\$128,670.00
Blue Nile Contractors	Birmingham MO	\$124,577.00	\$135,772.00
Lexeco	Leavenworth KS	\$170,050.00	\$245,100.00
Baker Construction	Leavenworth KS	No Bid	No Bid
Cohorst Construction	Wellsville KS	No Bid	No Bid
Engineer's Base Bid Estimate		\$153,915.00	

Commissioner Griswold moved to approve low bid submitted by Linaweaver Construction for the Emergency Repair of Limit Street Storm Pipe Replacement in the amount of \$120,945.00. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Engineering Services Contract with Wilson & Co, for 2nd & Chestnut Drainage System Study – Deputy Public Works Director Mike Hooper presented for consideration a contract with Wilson & Co. in the amount of \$54,700.00 for a study to evaluate the system and present options back to the City Commission for approval as soon as possible. The items was discussed at the June 4, 2019 Study Session.

Commissioner Bauder moved to approve the contract with Wilson & Co. in the amount not to exceed \$54,700.00 for the 2nd & Chestnut Drainage System Study. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

First Consideration Ordinances:

First Consideration Ordinance Amending Chapter 103 Stormwater – City Clerk Carla Williamson presented for first consideration an ordinance amending Sections 103-1 through 103-6 of the code of ordinances. At the May 7, 2019 Study Session the City Commission agreed by consensus to amend the stormwater fees for multi-family properties with three or more units. The amendments to these sections are required to amend the language in the code of ordinances.

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

First Consideration Ordinance Amending Appendix F – Schedule of Fees - City Clerk Carla Williamson presented for first consideration an ordinance amending Appendix F - Schedule of Fees of the code of ordinances. At the May 7, 2019 Study Session the City Commission agreed by consensus to amend the stormwater fees for multi-family properties with three or more units. The amendments will set the rate for multi-family properties with three or more units at \$42.00 per unit.

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

First Consideration Ordinance Amending Sec. 2-26 Composition; Elections; Terms of Office - City Clerk Carla Williamson presented for first consideration an ordinance amending Sec. 2-26 of the code of ordinances. This will set the first Tuesday in December as the date elected officials take office and provide for the provide for the transition of those commissioners with terms that would have expired January 2020 and January 2022.

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

First Consideration Ordinance Amending Chapter 74 Parks & Recreation - City Clerk Carla Williamson presented for first consideration an ordinance amending Chapter 74 of the code of ordinances. The amendments add various regulations currently in effect that have never been added to the code of ordinances.

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

CONSENT AGENDA:

Commissioner Bauder moved to approve claims for May 25, 2019 through June 7, 2019, in the amount of \$1,915,179.11; Net amount for Payroll #12 effective June 7, 2019, in the amount of \$333,448.39; (No Police & Fire Pension). Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Other:

Citizen not present during citizen participation earlier in the meeting were recognized by the Mayor and asked to come forward for their comments:

Jed Knighten - 791 Spruce

- House at 795 Spruce on Demolition list
- Small Church at 791 Spruce
- Last year and 3 month out of town and only in on Sunday
- Not able to respond to correspondence from the city
- Been back in town about a month
- Does not want the structure demolished
- Could not do work on the outside was working on inside

Commissioner Bauder:

- Wish they would have spoken to someone sooner before the public hearing and decision was made

Mayor Wilson:

- Asked what it would take to get the outside done

Commissioner Preisinger:

- Asked if he was offered a remediation agreement
 - Mr. Knighten responded that he was not available to sign the agreement because he was out of town and only back on Sundays

Commissioner Dedeke:

- Asked if he received letter that the building needed to be repaired
 - Mr. Knighten responded that he did but was busy and didn't understand

No action taken by the Commission. They directed Staff obtain information and provide feedback to the Commission.

Justin Barwick- 403 Delaware Street

- Thanked the Commission for eliminating the fees for the arcade games so he could open his business

Commission and Staff Comments:

Commissioner Bauder

- Would be nice if we put information on social media about dumping water to prevent mosquito infestation

Commissioner Preisinger:

- Discussed the launch of the City Festival on Monday at City Hall with free t-shirts to the first 25 people

Assistant City Manager Taylour Tedder:

- Have received calls regarding mosquito spraying

- The City continues to treating with larvicide in water as always have just no spraying.

Adjourn:

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

Time Meeting Adjourned 7:43 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8102
AMENDING SECTIONS 103-1 THROUGH 103-6 OF
THE STORMWATER CHAPTER 103

JUNE 25, 2019



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the June 11, 2019 City Commission meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 103 STORMWATER MANAGEMENT, ARTICLE I STORMWATER UTILITY SECTIONS 103-1 THROUGH 103-6, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTIONS AMENDED.

There have been no changes since first consideration.

Ordinance No. 8102 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8102

(Summary Published in the Leavenworth Times on June 28, 2019)

ORDINANCE NO. 8102

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 103 STORMWATER MANAGEMENT, ARTICLE I STORMWATER UTILITY SECTIONS 103-1 THROUGH 103-6, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTIONS AMENDED.

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

Section 1. That the Code of Ordinance of the City of Leavenworth, Kansas, Sections 103-1 through 103-06, are hereby deleted in their entirety and amended to read as follows:

Chapter 103-STORMWATER MANAGEMENT

ARTICLE I. – STORMWATER MANAGEMENT UTILITY

Sec. 103-1. - Definitions.

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

Bonds means revenue or general obligation bonds or notes heretofore or hereafter issued to finance the costs of stormwater management.

Building permit means a permit issued by the building inspector/code administrator which permits construction on a structure.

City means the City of Leavenworth, Kansas.

City commission means the governing body of the city.

Costs of capital improvement means costs incurred in providing capital improvements to the stormwater management system or any portion thereof including, without limitation, alteration, enlargement, extension, improvement, construction, reconstruction, and development of the stormwater management system; professional services and studies connected thereto; principal and interest on bonds heretofore or hereafter issued, including payment of delinquencies of principal and interest due on bonds that are otherwise payable from special assessments; studies related to the operation of the system; costs of the stormwater management service fee study, performed to establish stormwater management service fees for the stormwater utility and to determine other start-up costs of the stormwater utility; costs related to the National Pollutant Discharge Elimination System Permit study, application, negotiation and implementation, as mandated by federal and state laws and regulations; acquisition of real and personal property by purchase, lease, donation, condemnation or otherwise, for the stormwater management system or for its protection; and costs associated with purchasing equipment, computers, furniture, etc., necessary for the operation of the system or the utility.

Debt service means an amount equal to the sum of (i) all interest payable on bonds during a fiscal year, and (ii) any principal installments payable on the bonds during such fiscal year.

Developed property means real property, other than undisturbed property, vacant property, or exempt property.

Director means the person appointed by the city manager to be the director of the city's public works department or the director's designee.

Duplex dwelling unit means an individual residential dwelling unit located in a two-family dwelling (whether an apartment, loft, condominium, or otherwise) which unit itself is not a single family residential property. A duplex dwelling unit may be located on or as part of single family residential property or nonresidential developed property. A duplex dwelling unit may include, but need not be limited to, a dwelling in mixed-use structure, an attached dwelling, an elderly or retirement home dwelling, a live/work dwelling, a townhouse dwelling, or an apartment, as such terms are defined or described in the city's development regulations, as adopted and amended from time to time.

Effective date means the date this ordinance is published in the official city newspaper and, pursuant hereto, takes effect.

Exempt property means public right-of-way, public trails, public streets, public alleys, public sidewalks, and public lands and/or easements upon which the public stormwater management system is constructed and/or located.

Family or families shall have such meaning as provided in the city's development regulations, as adopted and amended from time to time.

Fiscal year means a 12-month period commencing on the first day of January of any year.

Multifamily dwelling means a building or portion thereof designed for occupancy by three (3) or more families.

Multifamily dwelling unit means an individual residential dwelling unit located in a multifamily dwelling (whether an apartment, loft, condominium, or otherwise) which unit itself is not a single family residential property. A multifamily dwelling unit may be located on or as part of single family residential property or nonresidential developed property. A multifamily dwelling unit may include, but need not be limited to, a dwelling in mixed-use structure, an attached dwelling, an elderly or retirement home dwelling, a live/work dwelling, a multifamily dwelling a townhouse dwelling, or an apartment, as such terms are defined or described in the city's development regulations, as adopted and amended from time to time.

Nonresidential developed property means developed property other than single family residential property, duplex dwelling unit or a multifamily dwelling unit (both as classified by the city), and includes commercial property and industrial property.

Operating budget means the annual stormwater utility operating budget adopted by the city for the succeeding fiscal year.

Operations and maintenance means, without limitation, the current expenses, paid or secured, for operation, maintenance and repair and minor replacement of the system, as calculated in accordance with generally accepted accounting practices, and includes, without

limiting the generality of the foregoing, insurance premiums, administrative expenses including professional services, equipment costs, labor costs, and the cost of materials and supplies used for current operations.

Public stormwater management system means all elements of the stormwater management system that have been officially dedicated to and accepted by the city.

Revenues means all rates, fees, assessments, rentals, charges or other income received by the stormwater utility in connection with the management and operation of the stoup water management system, including amounts received from the investment or deposit of monies in any fund or account, as calculated in accordance with generally accepted accounting practices.

Single family residential property means developed property used for single family detached dwelling units. For purposes of this article, if multiple single family detached dwelling units (including but not limited to mobile homes) are located on one parcel of single family residential property, then each such unit shall be treated as a separate single family residential property.

Stormwater management service fee means a fee authorized by this article, as set forth in a resolution or an ordinance adopted or amended by the city commission, established to pay operation and maintenance, costs of capital improvements, debt service associated with the stormwater management system, and other costs included in the operating budget.

Stormwater management system, sewer system, or system means storm sewers that exist on the effective date or that are hereafter established, and all appurtenances necessary in maintaining and operating the same, including, but not limited to the following, to the extent owned or controlled by the city: pumping stations; enclosed storm sewers; outfall sewers; surface drains; street, curb and alley improvements associated with storm or surface water improvements; arches; pipes; natural and manmade wetlands; channels; ditches and culverts; rivers, streams, and creeks; wet and dry bottom basins; and other flood control facilities and works for the collection, transportation, conveyance, pumping, treatment, control, management, and disposal of storm or surface water or pollutants originating from or carried by storm or surface water.

Stormwater rate means a rate or fee structure for the stormwater management service fee, established by city commission resolution or ordinance, charged for each property within the city that established by this article or by a city commission resolution or ordinance to be subject to such stormwater rate. The stormwater rate may be established on a residential property, duplex, multifamily, nonresidential property, commercial, industrial, square footage, or other basis as the city commission may determine.

Stormwater utility or utility means the utility created by this article to operate, maintain and improve the stormwater management system and for all other purposes, as set forth in this article.

Two-family dwelling means a building or portion thereof designed for occupancy by two (2) families.

Undisturbed property or vacant property means real property that has not been altered from its natural condition in a manner such that the entrance of water into the soil matrix is prevented or retarded, or real property that is not single family residential property or nonresidential developed property, a duplex dwelling unit, a multifamily dwelling unit, or exempt property.

Sec. 103-2. - Creation of a stormwater utility; findings and determinations.

- (a) Pursuant to the provisions of K.S.A. 12-3101 et seq., as chartered out of by the city pursuant to Charter Ordinance No. 58, the city's general home rule authority, nuisance abatement authority, police powers and all other authority, the Leavenworth City Commission does establish a stormwater utility and declares its intention to operate, construct, maintain, repair and replace the public stormwater management system and operate the stormwater utility.
- (b) The city commission finds, determines, and declares that the elements of the stormwater management system providing for the collection, conveyance, detention, retention, treatment and release of stormwater benefit and provide services to real property within the incorporated city limits. The benefits of the stormwater management system include, but are not limited to, the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of stormwater; the reduction of hazards to property and life resulting from stormwater runoff; improvement in general health and welfare through reduction of undesirable stormwater conditions; improvement of water quality in the storm and surface water system and their receiving waters; and appropriate balancing between development and preservation of the natural environment.

Sec. 103-3. - Administration.

The stormwater utility, under the supervision of the director, shall have the power to:

- (1) Administer the acquisition, design, construction, maintenance, operation, extension and replacement of the stormwater management system, including any real and personal property that is, will become a part of, or will protect the system;
- (2) Administer and enforce this article and all regulations, guidelines and procedures relating to the design, construction, maintenance, operation and alteration of the stormwater management system, including but not limited to, the flow rate, volume, quality and/or velocity of the stormwater conveyed thereby;
- (3) Advise the city commission on matters relating to the stormwater management system;
- (4) Review plans concerning the creation, design, construction, extension and replacement of the stormwater management system and make recommendations to the city commission;
- (5) Make recommendations to the city commission concerning the adoption of ordinances, resolutions, guidelines and regulations in furtherance of this article and/or to protect and maintain water quality within the stormwater management system, in compliance with water quality standards established by state, county, regional and/or federal agencies, as now adopted or hereafter adopted or amended;
- (6) Analyze the cost of services and benefits provided by the stormwater management system and the structure of fees, service charges, fines and other revenues of the stormwater utility at least once each year;
- (7) Make recommendations to the city commission concerning the cost of service and benefits provided by the stormwater management system and the structure of fees, service charges, fines and other revenues of the stormwater utility; and

- (8) Administer programs established pursuant to this article or pursuant to ordinances, resolutions, regulations or guidelines hereafter adopted by the city commission that provide for credits and/or incentives which reduce stormwater management service fees imposed against properties.

Sec. 103-4. - Operating budget.

The city shall, as part of its annual budget process, adopt an operating budget for the stormwater utility for the next following fiscal year. The operating budget shall conform with state budget law, city policy and generally accepted accounting practices. The initial operating budget commences January 1, 2019, and ends December 31, 2019.

Sec. 103-5. - Stormwater management service fee.

- (a) *Service fee established.* Subject to the provisions of this article, there is imposed on each and every single family residential property, nonresidential developed property, duplex dwelling unit and multifamily dwelling unit, a stormwater management service fee. This stormwater management service fee shall be determined and set by the provisions of this article in accordance with the stormwater rate. The amount of the fee shall be set out in appendix F.
- (b) *Statement of stormwater rate.* The stormwater rate that is used to determine the stormwater management service fee for each single family residential property, nonresidential developed property, duplex dwelling unit and multifamily dwelling unit shall be as established by ordinance or resolution heretofore adopted or hereafter adopted by the city commission, and as thereafter amended by ordinance of the city commission.
- (c) *Stormwater management service fee for single family residential property.* The stormwater management service fee for single family residential property shall be determined by reference to the stormwater rate, as established by a city commission resolution or ordinance. The director shall update the database for residential developed properties on an annual basis. In the event of newly-constructed residential property, the charge for the stormwater management service fee attributable to that new single family residential property shall commence as of the first day of the calendar year after the date the building permit has been issued for that new single family residential property, regardless of whether a certificate of occupancy has been issued.
- (d) *Stormwater management service fee for nonresidential developed property.* The stormwater management service fee for nonresidential developed property shall be determined by reference to the stormwater rate, as established by a city commission resolution or ordinance. The director shall update the database for nonresidential developed properties on an annual basis. In the event of newly-constructed nonresidential property, the charge for the stormwater management service fee attributable to that new nonresidential developed property shall commence as of the first day of the calendar year after the date the building permit has been issued for that new nonresidential developed property, regardless of whether a certificate of occupancy has been issued.
- (e) *Stormwater management service fee for duplex dwelling units.* The stormwater management service fee for duplex dwelling units shall be determined by reference to the stormwater rate, as established by a city commission resolution or ordinance. The director shall update the

database for duplex dwelling units on an annual basis. In the event of newly-constructed duplex dwelling units, the charge for the stormwater management service fee attributable to those new duplex dwelling units shall commence as of the first day of the calendar year after the date the building permit has been issued for those new duplex dwelling units, regardless of whether a certificate of occupancy has been issued.

Notwithstanding the foregoing, the stormwater management fee shall not be imposed as any individual duplex dwelling unit if, pursuant to the provisions of section 103-6 below, the owner of such unit can establish that such duplex dwelling unit has not been leased or occupied within the 12 calendar months immediately preceding the date by which an appeal must be filed under section 103-6.

- (f) *Stormwater management service fee for multifamily dwelling units.* The stormwater management service fee for multifamily dwelling units shall be determined by reference to the stormwater rate, as established by a city commission resolution or ordinance. The director shall update the database for multifamily dwelling units on an annual basis. In the event of newly-constructed multifamily dwelling units, the charge for the stormwater management service fee attributable to those new multifamily dwelling units shall commence as of the first day of the calendar year after the date the building permit has been issued for those new multifamily dwelling units, regardless of whether a certificate of occupancy has been issued. Notwithstanding the foregoing, the stormwater management fee shall not be imposed as any individual multifamily dwelling unit if, pursuant to the provisions of section 103-6 below, the owner of such unit can establish that such multifamily dwelling unit has not been leased or occupied within the 12 calendar months immediately preceding the date by which an appeal must be filed under section 103-6. (g) *Stormwater management service fee calculation.* The director shall initially, and from time to time, and with reference to the stormwater rate, determine the stormwater management service fee applicable to single family residential properties, nonresidential developed properties, duplex dwelling units and multifamily dwelling units within the city. To the extent the stormwater rate is established on a square footage basis (whether as to lot size, buildings, or both), the city shall have such square footage calculated to establish the stormwater management service fee. The director shall make the initial calculations with respect to existing single family residential properties, nonresidential developed properties, duplex dwelling units and multifamily dwelling units and may from time to time change this calculation from the information and data deemed pertinent by the director. With respect to property proposed to be nonresidential developed property, the applicant for development or redevelopment approval shall submit square footage calculations as to lot size and building/improvements size, in accordance with the city's building/plan submission requirements, as established from time to time.

Sec. 103-6. - Appeal procedure.

- (a) Owners of single family residential property, nonresidential developed property, duplex dwelling units or a multifamily dwelling unit with respect to which a stormwater management service fee has been imposed, who:
- (1) disagree with the manner by which the applicable stormwater management service fee was determined or calculated; or

- (2) who believe the stormwater management service fee should not be applied to such owner's multifamily dwelling unit on account of non-leasing or non-occupancy, as provided in section 103-5(e) above;

may appeal the calculation or finding to the city. The owner/appellant must file a written notice of appeal with the city clerk by no later than December 1 of the calendar year for which the stormwater management service fee is applicable. The appealing party shall provide information concerning the basis of the appeal, and any other information that the director shall request to the appellant. The city clerk will set an appeal date within seven days after the date the timely and fully-completed appeal notice is filed with the city. The city manager or his/her designee will provide a decision in writing on the appeal with seven days after the scheduled appeal date.

- (b) In all instances, the burden of proof shall be on the appellant to demonstrate, by clear and convincing evidence, that the determination of the director, from which the appeal is being taken, is erroneous.
- (c) The filing of a notice of appeal shall not stay the imposition, calculation or duty to pay the fee. The appellant shall pay the stormwater management service fee, as stated in the billing, to the Leavenworth County, Kansas, Treasurer. If the city determines that the appellant should not pay a fee, or should pay a fee amount less than the amount appealed from, the city shall issue a check to the appellant in the appropriate amount within ten business days after the date of the applicable written decision, which in no event shall be more than the amount of the fee paid by the appellant as of the date the check is issued.
- (d) The decision of the city manager or his/her designee shall be final.
- (d) The decision of the city manager or his/her designee shall be final.

Section 2. REPEAL. Sections 103-1 through 103-06, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3. EFFECTIVE DATE. This Ordinance shall take effect and be in force upon publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this 25th day of June, 2019.

Jermaine Wilson, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8103
AMENDING THE SCHEDULE OF FEES

JUNE 25, 2019



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the June 11, 2019 City Commission meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING THE SCHEDULE OF FEES WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAVENWORTH, KANSAS AND INCORPORATING BY REFERENCE THE APPENDIX F SCHEDULE OF FEES OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH

There have been no changes since first consideration.

Ordinance No. 8103 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8103

(Summary Publish in the Leavenworth Times on June 28, 2019)

ORDINANCE NO. 8103

AN ORDINANCE AMENDING THE SCHEDULE OF FEES WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAVENWORTH, KANSAS AND INCORPORATING BY REFERENCE THE APPENDIX F SCHEDULE OF FEES OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH.

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

Section 1. That the attached Appendix F is hereby incorporated by reference for the purpose of regulating fees charged to the public within the corporate limits of the City of Leavenworth, Kansas, that certain fee schedule known as the “Appendix F Schedule of Fees” prepared, save and except such sections, parts or portions as are hereinafter omitted, deleted, notified or changed, adopted by Ordinance No. 8103. The Appendix F Schedule of Fees shall be attached to Ordinance No. 8103 incorporated by reference in the Code of Ordinances, filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2. That all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Governing Body hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. That nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 5. EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after the date of its publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on the 25th day of June 2019.

{SEAL}

Jermaine Wilson, Mayor

ATTEST:

Carla K. Williamson, CMC
City Clerk

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
2	ADMINISTRATION				
	(a) Public Information Requests:				
2		Open Public Records		First 5 pages & includes 1/2 hour staff labor	\$5.00
2		Open Public Records		\$0.25 each additional page after first 5 pages	\$0.25
2		Open Public Records		Staff labor cost per hour after first 1/2 hour	\$20.00
2		Video/DVD Reproduction		Copy of DVD, tape or video	\$5.00
2		Video/DVD Reproduction		Staff cost per hour after first 1/2 hour	\$20.00
2		Maps and drawings		Standard map paper 34"x44"	\$6.00
2		Maps and drawings		Standard plotter sheet 34"x44"	\$10.00
2		Maps and drawings		Mylar map sheet or paper plotter with contours or orthophotos 34" x 44"	\$20.00
2		Maps and drawings		Mylar plotter sheet 34" x 44"	\$30.00
2		Public Improvement Inspection Fee		Construction of sanitary sewer, street, storm sewer or other public improvement; 6% fee of actual construction costs approved by Public Works Director	
2		Floodplain		Determination cost	\$125.00
2		Police Department Photo/Video/DVD Copies		Copies of photographs, video and DVD	\$15.00
2		Police Department Record Checks			\$15.00
2		Police Department Money Escorts			\$10.00
2		Police Department Fingerprinting			\$15.00
2		Police Department Uniformed Off Duty		Per hour charge for uniformed off duty officer	\$35.00
2		Police Department Bomb Calls		Other agencies will be assessed at full cost	
2		Postage		Reimburse exact amount of postage	
2	351	Rental Registration	One Time Fee	One time only fee per owner	\$20.00
10	ALCOHOLIC BEVERAGES				
10	51	Cereal Malt Beverage Retailer's License	Jan 1 - Dec 31	Consumption on premises per business	\$200.00
10	51	Cereal Malt Beverage Retailer's License	Jan 1 - Dec 31	Not for consumption on premises per business	\$50.00
10	51	CMB Stamp Tax	Jan 1 - Dec 31	Stamp tax fee submitted to State of Kansas annually	\$25.00
10	93	Alcoholic Liquor Temporary Permit	Per Day	Need zoning form completed for State	\$25.00
10	101	(a) Any licensee holding a license for any of the purposes hereafter mentioned issued by the state director of alcoholic beverage control and within the corporate limits of the city shall pay an annual occupation license tax to the city as follows:			
10	101	Alcoholic Liquor Retailers	1 yr from Issue Date	Alcoholic liquor including beer containing more than 3.2 percent of alcohol by weight for consumption off the premises (sales in the original package only)	\$300.00
10	101	Alcohol and Spirit Manufacturer	1 yr from Issue Date		\$2,500.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	1-100 barrel daily capacity or any part thereof	\$200.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	100-150 barrel daily capacity	\$400.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	150-200 barrel daily capacity	\$700.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	200-300 barrel daily capacity	\$1,000.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	300-400 barrel daily capacity	\$1,300.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	400-500 barrel daily capacity	\$1,400.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	500 or more barrel daily capacity	\$1,600.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	Provided that the words "daily capacity" as used herein shall mean the average barrel production for the previous 12 months of manufacturing operation; provided further that if no such basis for comparison exists, the manufacturing licenses shall pay in advance for the first year's operation of tax.	\$1,000.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
10	101	Beer Distributor	1 yr from Issue Date	First and each additional distributing place of business operated in the city by the same licensee and wholesaling and jobbing beer and cereal malt beverage	\$1,000.00
10	101	Microbrewery or Farm Winery	1 yr from Issue Date		\$250.00
10	101	Wine Manufacturer	1 yr from Issue Date		\$500.00
10	101	Wine or Spirit Distributor	1 yr from Issue Date	First and each additional distributing place of business operated in the city by the same licensee and wholesaling and jobbing alcoholic liquors, except beer	\$1,000.00
10	101	Nonbeverage User Class 1	1 yr from Issue Date	100 gallons (not to exceed)	\$10.00
10	101	Nonbeverage User Class 2	1 yr from Issue Date	1,000 gallons (not to exceed)	\$50.00
10	101	Nonbeverage User Class 3	1 yr from Issue Date	5,000 gallons (not to exceed)	\$100.00
10	101	Nonbeverage User Class 4	1 yr from Issue Date	10,000 gallons (not to exceed)	\$200.00
10	101	Nonbeverage User Class 5	1 yr from Issue Date	10,000 gallons (in excess)	\$500.00
The tax shall be paid before business is begun under an original state license and within ten days after the renewal of a state license.					
10	142	Private Club Class A	1 yr from Issue Date	Must have State Paperwork	\$250.00
10	142	Private Club Class B	1 yr from Issue Date	Must have State Paperwork	\$250.00
10	181	Caterer	1 yr from Issue Date	Must have State Paperwork	\$250.00
10	221	Drinking Establishment	1 yr from Issue Date	Must have State Paperwork	\$250.00
14	AMUSEMENTS AND ENTERTAINMENTS				
14	27	Automatic Music/Amusement Services	Mar 1 - Feb 28	Every person engaged in the business of operating an automatic music device for profit or gain, whether as a single business or in conjunction with other businesses. Fee is per device, per year and paid by the owner of the device.	\$40.00
14	112	Carnival, Circus, Streetshow Day	Per Day	Initial fee per day	\$260.00
14	112	Carnival, Circus, Streetshow Day Renew	Daily - Renewal	Renewal fee per day	\$200.00
14	112	Carnival, Circus, Streetshow Week	Per Week	Initial fee per week	\$1,465.00
14	112	Carnival, Circus, Streetshow Week Renew	Week - Renewal	Renewal fee per week	\$1,150.00
14	112	Carnival, Circus, Streetshow (City Sanctioned)	Day	Fee per day	\$200.00
14	112	Carnival, Circus, Streetshow (City Sanctioned)	Week	Fee per week	\$1,150.00
14	112	Petting Zoo (Definition: Domestic animals to include dogs, cats, domesticated sheep, horses, cattle, goats, swine, fowl, ducks, geese, turkeys, confined domestic hares and rabbits and other like animals used and maintained in confinement.)			
14	126	Petting Zoo 1-25 animals	Per Day	1-25 Animals	\$25.00
14	126	Petting Zoo 26-50 animals	Per Day	25 or more Animals	\$50.00
14	126	Petting Zoo	Per Event	Refundable cash bond to guarantee clean up	\$250.00
14	126	Per event: To guarantee site clean up, a \$1,000.00 refundable cash bond if event is held on private property, \$5,000.00 if event is held on City property. Certificate of insurance minimum of \$500,000.00 with City of Leavenworth, Kansas named as additional insured.			
14	204	Professional Wrestling Matches	Per Event	Application for license fee	\$100.00
18	ANIMALS				
18	6	Animal Surrender fee		Owner relinquishment/Surrender accompanied with vaccination papers and medical records	\$20.00
18	7	Adoption Service Fee		Adoptive owner shall pay all required fees, including any medical care costs incurred during impoundment per the current city contracted costs.	Cummulated costs incurred
18	12	Dead Animal		Remove of dead animal	\$20.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
18	12	Dead Animal		Cremation of dead animal charged \$10 plus the current contract price of cremation per pound.	\$10.00 Plus current contact price per
18	23	Deer Hunting	Sep 1 - Jan 31	Permit fee issued per hunter	\$20.00
18	45	Dog and Cat Violations of Sections 18-43 and 18-44 shall be as follows:			
18	45	Penalty		First offense	\$35.00
18	45	Penalty		Second offense	\$100.00
18	45	Penalty		Third offense	\$150.00
18	45	Penalty		Habitual violator; animal at-large. It shall be a separate municipal offense for any person to receive four or more citations for violation of section 18-43 within a 24 month consecutive period. Such person shall be cited as a habitual violator. Any person found guilty of violation of this section shall be fined a minimum of \$100.00 and a maximum of \$500.00 for each habitual violator citation. The municipal judge shall have no authority to suspend the minimum fine or any portion thereof. A person cited for violation of this section shall be required to appear in municipal court. It shall be a defense to an alleged violation of this section for the defendant to have been adjudged not guilty, or the charge dismissed, of section 18-43 for a specific citation issued under section 18-43.	
18	46	Impoundment Charges - Dogs Running At-Large		Confinement fee	\$20.00
18	46	Impoundment Charges - Dogs Running At-Large		Plus, per day confinement	\$10.00
18	50	Residential Kennel Permit	Jan 1 - Dec 31	Permit Fee	\$30.00
18	64	Dog License - Altered	Apr 1 - Mar 31	Registration Fee	\$10.00
18	64	Dog License - Unaltered	Apr 1 - Mar 31	Registration Fee	\$20.00
18	64	Dog License - Late	After March 31	Registration Late Fee	\$10.00
18	67	Dog Tag (Duplicate)		Duplicate Tag Fee	\$1.00
18	68	Dangerous Dog	Apr 1 - Mar 31	Registration Fee	\$50.00
18	92	Impoundment Fee - Livestock and Domestic Fowl	Pickup	Pickup Fee	\$20.00
18	92	Impoundment Fee - Livestock and Domestic Fowl	Per Day	Per day of confinement or actual cost whichever is greater	\$10.00
18		Animal control contracts shall be renewed annually at current service fee rates.			
22	BUILDING AND BUILDING REGULATIONS				
22	66	Building Code		Adopted Uniform Building Code, 2006 Edition	
		Building Code adopted permit fees:			
22	67	\$1 to \$500 Total Valuation		\$24.00	
22	67	\$501 to \$2,000 Total Valuation		\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, to and include \$2,000	
22	67	\$2,001 to \$40,000 Total Valuation		\$69 for first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, to and including \$40,000	
22	67	\$40,001 to \$100,000 Total Valuation		\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000	
22	67	\$100,001 to \$500,000 Total Valuation		\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000	
22	67	\$500,001 to \$1,000,000 Total Valuation		\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee	
22	67	\$1,000,001 to \$5,000,000 Total Valuation		\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000		
22	67	\$5,000,001 Total Valuation and Over		\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof		
22	67	Other inspections and fees:				
22	67	a) Inspections outside of normal business hours	Per Hour ²	Minimum charge: two hours	\$47.00	
22	67	b) Reinspection fees	Per Hour ²	Assessed under provisions of Section 305	\$47.00	
22	67	c) Inspections - no fee specifically indicated	Per Hour ²	Minimum charge: one-half hour	\$47.00	
22	67	d) Plan Review Fee		65% of permit fee		
22	94	Appeals to the Board of Appeals		Application fee	\$50.00	
22	118	Grading Permit Fees				
22	118	Amending Appendix Section 3310.3, Table No. A-33-B, of the Uniform Building Code to read as follows:				
22	118	a) Grading Permit Fees ¹		100 cubic yards or less: \$37.00		
22	118	b) Grading Permit Fees ¹		101 to 1,000 cubic yards: \$37 for the first 100 cubic yards plus \$17.50 for each additional 100 cubic yards or fraction thereof.		
22	118	c) Grading Permit Fees ¹		1,001 to 10,000 cubic yards: \$194.50 for the first 1,000 cubic yards, plus \$14.50 for each additional 1,000 cubic yards or fraction thereof.		
22	118	d) Grading Permit Fees ¹		10,001 to 100,000 cubic yards: \$325.00 for the first 10,000 cubic yards, plus \$66.00 for each additional 10,000 cubic yards or fraction thereof.		
22	118	e) Grading Permit Fees ¹		100,001 cubic yards or more: \$919.00 for the first 100,000 cubic yards, plus \$36.50 for each additional 10,000 cubic yards or fraction thereof.		
22	118	Notes: ¹ The fee for a grading permit authorizing additional work so that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.				
22	118	² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.				
22	186	Electrical Code		Adopted National Electrical Code, Edition 2006		
22	199	Electrical Code schedule of fees:				
22	199	Electrical		a) 60 ampere service	\$15.00	
22	199	Electrical		b) 100 ampere service	\$18.00	
22	199	Electrical		c) 150 ampere service	\$20.00	
22	199	Electrical		d) 200 ampere service	\$23.00	
22	199	Electrical		e) 400 ampere service	\$25.00	
22	199	Electrical		f) 600 ampere service	\$28.00	
22	199	Electrical		g) 800 ampere service	\$30.00	
22	199	Electrical		h) Over 800 ampere service	\$50.00	
22	199	Electrical		i) Each electrical outlet	\$0.20	
22	199	Electrical		j) Each motor 1 hp or less	\$2.00	
22	199	Electrical		k) Each motor 1 hp to and including 5 hp	\$3.00	
22	199	Electrical		l) Each motor rated above 5 hp including 10 hp	\$5.00	
22	199	Electrical		m) Each motor rated above 10 hp including 20 hp	\$8.00	
22	199	Electrical		n) Each motor rated above 20 hp	\$9.00	
22	199	Electrical		o) Each outdoor electric sign	\$5.00	
22	199	Electrical		p) Furnace, range, dryer, hot water tank, window air conditioner	\$2.00	

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
22	199	Electrical		q) Transformer, hair dryer, commercial cooking vats, electric heating units, and similar equipment, up to and including 2 KVA	\$3.00
22	199	Electrical		r) Above 2 KVA and including 10 KVA \$3.00 + \$1.00 per KVA	
22	199	Electrical		s) Above 10 KVA and including 50 KVA \$11.00 + \$0.55 per KVA	
22	199	Electrical		t) Above 50 KVA \$33.00 + \$0.20 per KVA	
22	199	Electrical		u) Air Conditioner other than window units: To be charged from their motor horsepower rating above.	
22	199	Electrical		v) Installation for carnival, circus, road show, and similar installation	\$100.00
22	199	Electrical		w) For issuing each permit	\$24.00
22	199	Electrical		x) Refrigerated display case, each section	\$5.00
22	301	Electrical Trade Examination		Electrical trade examination sponsorship fee*	\$35.00
22	303	Electrical Contractor	Jan 1 - Dec 31	Electrical contractor certificate of qualification	\$200.00
22	303	Electrical Contractor	Jan 1 - Dec 31	Renewal of electrical contractor's license	\$200.00
22	304	Residential Landlord Electrician	Jan 1 - Dec 31	Application & Yearly fee	\$35.00
22	305	Master Electrician	Jan 1 - Dec 31	Master electrician license	\$35.00
22	305	Master Electrician (renewal)	Jan 1 - Dec 31	Master electrician license renewal	\$35.00
22	306	Maintenance Electrician	Jan 1 - Dec 31	Maintenance electrician examination and license fee	\$35.00
22	307	Journeyman Electrician	Jan 1 - Dec 31	Journey electrician license	\$35.00
22	307	Journeyman Electrician (renewal)	Jan 1 - Dec 31	Journey electrician license renewal	\$35.00
22	308	Apprentice electrician license	Jan 1 - Dec 31	Apprentice electrician license	\$15.00
22	351	Plumbing Code		Adopted Uniform Plumbing Code, Edition 2006	
22	351	Plumbing Code schedule of fees:			
22	351	Plumbing		a) For issuing each permit	\$24.00
22	351	Plumbing		b) For issuing each supplement permit	\$10.00
22	351	Plumbing		c) For each plumbing fixture on one trap or a set of fixtures on one trap, including water, drainage piping and backflow protection thereof	\$7.00
22	351	Plumbing		d) For each building sewer and each trailer park sewer	\$15.00
22	351	Plumbing		e) Rainwater systems, per drain (inside building)	\$7.00
22	351	Plumbing		f) For each cesspool	\$25.00
22	351	Plumbing		g) For each private sewage disposal system	\$40.00
22	351	Plumbing		h) For each water heater and/or vent	\$7.00
22	351	Plumbing		i) For each gas piping system of one to five outlets	\$5.00
22	351	Plumbing		j) For each additional gas piping system outlet, per outlet	\$1.00
22	351	Plumbing		k) For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	\$7.00
22	351	Plumbing		l) For each installation, alteration or repair of water piping and/or water treating equipment	\$7.00
22	351	Plumbing		m) For each repair or alteration of drainage or vent piping, each fixture	\$7.00
22	351	Plumbing		n) For each lawn sprinkler system on any one meter, including backflow protection devices therefore	\$7.00
22	351	Plumbing		o) For vacuum atmospheric-type vacuum breakers not included in items listed above:	
22	351	Plumbing		1) One to five	\$5.00
22	351	Plumbing		2) Over five, each	\$1.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
22	351	Plumbing		p) For each backflow protective device other than atmospheric-type vacuum breakers:	
22	351	Plumbing		1) Two inch diameter and smaller	\$7.00
22	351	Plumbing		2) Over two inch diameter	\$15.00
22	351	Plumbing		q) Perc test	\$200.00
22	351	Plumbing		r) Septic inspection	\$50.00
22	380	Certificate of Qualification or Registration			
22	380	Plumbing Contractor	Jan 1 - Dec 31	Application and yearly fee	\$200.00
22	380	Master Plumber	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	380	Journeyman	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	380	Apprentice Plumber	Jan 1 - Dec 31	Application and yearly fee	\$15.00
22	380	Gas Contractor	Jan 1 - Dec 31	Application and yearly fee	\$200.00
22	380	Master Gas Fitter	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	380	Journeyman Gas Fitter	Jan 1 - Dec 31	Application and yearly fee	\$15.00
22	380	Plumbing Trade Examination		Sponsorship fee *	\$35.00
22	380	Residential Landlord Plumbing	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	380	Examination Fee		Applicant shall pay actual fees charged by testing agencies.	
22	421	Gas Fitting and Piping Code		Adopted Uniform Plumbing Code, Edition 2006	
22	421	Gas Contractor	Jan 1 - Dec 31	Application and yearly fee	\$200.00
22	421	Master Gas Fitter	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	421	Journeyman Gas Fitter	Jan 1 - Dec 31	Application and yearly fee	\$15.00
22	466	Mechanical Code		Adopted Uniform Mechanical Code 2006 Edition	
22	466	Condensing Unit Only		Permit fee	\$10.00
22	466	Mechanical Permit Fees - shall be as follows:			
22	466	Mechanical		a) For issuing each permit	\$24.00
22	466	Mechanical		b) For issuing each supplemental permit	\$10.00
22	466	Mechanical		c) For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	\$15.00
22	466	Mechanical		d) For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h	\$18.00
22	466	Mechanical		e) For the installation or relocation of each floor furnace, including vent	\$15.00
22	466	Mechanical		f) For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$15.00
22	466	Mechanical		g) For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$8.00
22	466	Mechanical		h) For the repair of, alteration of, or addition to each heating appliance refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by this Code.	\$14.00
22	466	Mechanical		i) For the installation or relocation of each boiler or compressor to and including three (3) hp, or each absorption system to and including 100,000 Btu/h	\$15.00
22	466	Mechanical		j) For the installation or relocation of each boiler or compressor over three (3) hp to and including 15 hp, or each absorption system over 100,000 and including 100,000 Btu/h	\$27.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee	
22	466	Mechanical		k) For the installation or relocation of each boiler or compressor over 15 hp to and including 30 hp, or each absorption system over 500,000 Btu/h to and including 1,000,000 Btu/h	\$38.00	
22	466	Mechanical		l) For the installation or relocation of each boiler or compressor over 30 hp to and including 50 hp, or each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	\$56.00	
22	466	Mechanical		m) For the installation or relocation of each boiler or refrigeration compressor over 50 hp, or each absorption system over 1,750,000 Btu/h	\$93.00	
22	466	Mechanical		n) For each air handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto	\$11.00	
22	466	Mechanical		Note: This fee shall not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in this code.		
22	466	Mechanical		o) For each air handling unit over 10,000 cfm	\$18.00	
22	466	Mechanical		p) For each evaporative cooler other than portable type	\$11.00	
22	466	Mechanical		q) For each ventilation fan connected to a single duct	\$8.00	
22	466	Mechanical		r) For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$11.00	
22	466	Mechanical		s) For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$11.00	
22	466	Mechanical		t) For the installation or relocation of each domestic type incinerator	\$18.00	
22	466	Mechanical		u) For the installation or relocation of each commercial or industrial type incinerator	\$15.00	
22	466	Mechanical		v) For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code	\$11.00	
22	491	Mechanical Licensing				
22	491	Mechanical Contractor	Jan 1- Dec 31	Application and yearly fee	\$200.00	
22	491	Mechanical Apprentice	Jan 1- Dec 31	Application and yearly fee	\$15.00	
22	491	Mechanical Trade Examination	Jan 1- Dec 31	Sponsorship fee *	\$35.00	
22	491	Residential Landlord Mechanical	Jan 1 - Dec 31	Application and yearly fee	\$35.00	
22	491	Examination Fee		Applicant shall pay actual fees charged by testing agencies.		
22	494	Fireplace Installer	Jan 1- Dec 31	Application and yearly fee	\$200.00	
22	494	Examination		Applicant shall pay actual fees charged by testing agencies.		
22		Note: All licenses shall be renewed on a yearly basis and shall expire on December 31 of the year the license is issued.				
22		* Applicant shall pay actual fees charged by testing agencies.				
22	634	Moving of Structures	Per Move	Permit fee	\$250.00	
22	669	Mover's License	Per Week	Building mover permit fee	\$60.00	
22	669	Mover's License	Per Year	Building mover permit fee	\$150.00	
22	709	Dangerous Structures Administrative Fee		Administrative fee for abatement of dangerous structure	\$100.00	
22	709	Dangerous Structures Demolition Permit		Sheds and structures of 120 square feet or less	\$10.00	
22	709	Dangerous Structures Demolition Permit		Garages or structures of 121 square feet to 900 square feet	\$15.00	
22	709	Dangerous Structures Demolition Permit		Houses and single structures over 900 square feet	\$50.00	
22	709	Dangerous Structures Demolition Permit		Multifamily, commercial and industrial structures regardless of the number of buildings on the site to be demolished	\$150.00	

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
22	753	Fence Permit		Fence Permit fee	\$20.00
22	795	Industrial Maintenance License		Application fee	\$200.00
22	796	Industrial Maintenance License		Renewal Fee	\$200.00
26	BUSINESSES				
26	26	Special Use Permit Annual License	Mar 1 - Feb 28	Annual license fee for approved special use permits	\$25.00
26	Article III	Massage Therapy			
26	68 and 87	Massage Therapy Establishment License New	Jan 1 - Dec 31	New Massage Therapy Establishment License and Massage Therapy Establishment License that have lapsed	\$300.00
26	68 and 92	Massage Therapy Establishment License Renewal	Jan 1 - Dec 31	Renewal of a Massage Therapy Establishment License that has not expired	\$150.00
26	68 and 132	Massage Therapist license new/renewal	Jan 1 - Dec 31	Massage Therapist License, Exception for therapists who own and operate a licensed massage establishment (See Sec. 23-132 (d))	\$50.00
26	187	Auction License	Daily	New goods public auctions	\$30.00
26	187	Auctioneer License	Daily	Auctioneers, other than those conducting new goods public auctions	\$30.00
26	187	Auctioneer License	Mar 1 - Feb 28	Auctioneers, other than those conducting new goods public auctions	\$150.00
26	211	Bill Posters, Distributors and Painters	Daily	Per Person	\$10.00
26	211	Bill Posters, Distributors and Painters	Weekly	Per Person	\$40.00
26	211	Bill Posters, Distributors and Painters	Monthly	Per Person	\$100.00
26	211	Bill Posters, Distributors and Painters	Mar 1 - Feb 28	Per Person Annual	\$250.00
26	266	Adult Entertainment Businesses:			
26	266	Adult entertainment business license	Annual	Business license	\$650.00
26	266	Adult entertainment manager's license	Annual	Manager's license	\$65.00
26	266	Adult entertainer's license	Annual	Entertainer's license	\$26.00
26	266	Adult entertainment service license	Annual	Service license	\$26.00
42	EMERGENCY SERVICES				
42	Article II	Alarm Systems - alarm user permits required; rate approval; alarm companies licenses; fees for false alarm response:			
42	39	Alarm User	Jul 1 - Jun 30	Annual permit fee	\$15.00
42	39	Alarm User	Jul 1 - Jun 30	Late permit fee (initial or renewal)	\$35.00
42	39	Alarm User		Revoked permit reinstatement fee	\$150.00
42	39	Alarm Company	Jul 1 - Jun 30	Annual permit fee	\$150.00
42	39	Alarm Company	Jul 1 - Jun 30	Late permit fee	\$185.00
42	39	Alarm Company	Jul 1 - Jun 30	Late installment notification fee	\$25.00
42	40	Alarm Response	Per Event	Response fee for alarms without permits	\$150.00
42	40	False Alarm Response Fees	Within last 12 mos.	1-6 false alarms	No Fee
42	40	False Alarm Response Fees	Within last 12 mos.	7-12 false alarms	\$65.00
42	40	False Alarm Response Fees	Within last 12 mos.	Over 12 false alarms	\$325.00
42	40	False Alarm Response Fees	Within last 12 mos.	Alarm permit revoked	\$325.00
42	40	Alarm Monitoring Fee	Monthly	Monthly permit fee	\$30.00
42	40	Alarm Monitoring Fee	Jul 1 - Jun 30	Annual permit fee	\$325.00
42	94	Ambulance Service	Annual	Annual permit fee per ambulance service	\$30.00
42	94	Ambulance Service	Annual	Annual permit fee per ambulance vehicle	\$5.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
42	94	Ambulance Service	Annual	Annual permit fee per ambulance driver and attendant	\$15.00
46	ENVIRONMENT				
46	79	Loudspeakers, sound amplifiers permit	Per Event	Permit fee	\$5.00
46	183	Excavations Permit Fee	Per Event	Permit fee	\$25.00
46	231	Oil and Gas Well Drilling		Initial permit fee	\$725.00
46	231	Oil and Gas Well Drilling		Renewal permit fee	\$375.00
46	231	Oil and Gas Well Drilling		Transfer permit fee	\$100.00
46	266	Regulated Land Disturbance activity less the 1 acre		No fee if less than one (1) acre	\$0.00
46	266	Utility Companies/Contractors working for a utility Company with an annual Land Disturbance Permit		Must be working for a utility company with an annual Land Disturbance Permit	\$0.00
46	267	Regulated Land Disturbance activity 1-5 acres	Per Event	Permit Fee	\$150.00
46	267	Regulated Land Disturbance activity more than 5 acres	Per Event	Permit Fee	\$250.00
46	267	One (1) Single family residence		No fee if one (1) single family residence	\$0.00
46	267	Two (2) to Five (5) single family residences	Per Event	Permit Fee	\$150.00
46	267	More than Five (5) single family residences	Per Event	Permit Fee	\$250.00
46	267	Failure to Obtain the Land Disturbance Permit prior to the timetable outlined in Chapter 46 will result in these late fees			
46	267	First Offense Regulated land disturbance activity of less than 1 acre or 1 single family residence		Pay permit fee of \$150.00 and administrative fees	\$150.00 Plus Admin fees
46	267	Second and following offenses		Fees shall be doubled plus administrative fees	Double fee plus Admin fees
46	267	Fees for all other Categories		Fees shall be doubled plus administrative fees	Double fee plus Admin fees
46	267	Surety Requirements for Land Disturbance			
46	267	Regulated Land Disturbance activity less the 1 acre		No Surety required if less than one (1) acre	\$0.00
46	267	Regulated Land Disturbance activity 1-5 acres	Per Event	Surety Required	\$5,000.00
46	267	Regulated Land Disturbance activity more than 5 acres	Per Event	Surety Required	\$10,000.00
46	267	One (1) Single family residence	Per Event	Surety Required	\$2,500.00
46	267	Two (2) to Five (5) single family residences	Per Event	Surety Required	\$5,000.00
46	267	More than Five (5) single family residences	Per Event	Surety Required	\$10,000.00
46	267	Utility Companies/Contractors working for a utility Company with an annual Land Disturbance Permit		Must be working for a utility company with an annual Land Disturbance Permit	\$5,000.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
46	267	Failure to Obtain the Land Disturbance Permit prior to the timetable outlined in Chapter 46 will result in the applicant being required to submit the following Surety			
46	267	First Offense Regulated land disturbance activity of less than 1 acre or 1 single family residence			\$5,000.00
46	267	Second and following offenses		Surety Shall be doubled	
46	267	Fees for all other Categories		Surety Shall be doubled	
50	FIRE PREVENTION AND PROTECTION				
50	31	Fire Department Fees:			
50	31	Hazmat Response		Charged the full cost of the response	
50	31	Underground Storage Tank		Inspection (remove and install)	\$75.00
50	31	Propane Tank		Inspection	\$75.00
54	HEALTH AND SANITATION				
54	74	Nuisance Assessment Fee		Assessment of city costs of abatement	\$100.00
54	75	Nuisance Penalty		First offense minimum fine	\$100.00
54	75	Nuisance Penalty		Second offense minimum fine	\$250.00
54	75	Nuisance Penalty		Third offense minimum fine	\$500.00
54	75	Nuisance Penalty		Fourth and subsequent offenses minimum fine or by imprisonment, not to exceed 6 months, or by both such fine and imprisonment.	\$500.00
54	FOOD				
54	133	Health Permit	Jan 1 - Dec 31	Annual permit fee	\$100.00
54	134	Food Handler Permit	Lifetime	School conducted by city health officer as requested and approved as needed (fee per person attending)	\$10.00
54	134	Food Handler	Lifetime	Duplicate Food Handler Card	\$1.00
54	134	On-Line Food Handler Class Permit	Lifetime	Food handler training from city's online food handler training provider-fee paid directly to online provider	\$20.00
54	156	Temporary Food Service Permit	Per Event	Issued per special event for a period of no more than three (3) consecutive days	\$10.00
54	156	Inspection of Temporary Food Vendor	Per Event	Inspection of any temporary food vendor without a state license	\$25.00
54	166	Mobile Food Vendor	Mar 1 - Feb 28	Annual permit fee	\$60.00
54	177	Ice Cream Vendor	Mar 1 - Feb 28	Annual permit fee	\$60.00
54	PRIVIES, CESSPOOLS AND SEPTIC TANKS				
54	190	Privies, Cesspools and Septic Tanks		Installation of septic tanks permit fee	\$10.00
54	TEMPORARY SEWAGE LAGOONS				
54	234	Temporary Sewage Lagoons		Installation permit fee	\$25.00
66	MANUFACTURED HOMES AND TRAILERS				
66	79	Travel Trailer Park	Per Year	Per each block of 100 travel trailer spaces or fraction thereof, per year	\$25.00
66	79	Travel Trailer Park	Per Year	Maximum, per year	\$250.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
66	79	Travel Trailer Park		Plus, per travel trailer space occupied for a period aggregating more than 30 days, per 3 month period	\$1.50
66	142	Mobile Home Park		Rezoning application	\$350.00
66	145	Mobile Home Park		Construction of a mobile home park per lot fee	\$2.00
66	145	Mobile Home Park		Construction of a mobile home park minimum fee	\$10.00
66	174	Mobile Home Park	Per Month, Payable Quarterly	For each mobile home park: per lot occupied by an inhabited mobile home (residence or domicile of one or more persons) for a period aggregating more than 20 days each month.	\$15.00
66	174	Mobile Home Park	Annual	For each mobile home park: per lot occupied by an inhabited mobile home (residence or domicile of one or more persons) for a period aggregating more than 20 days each month. Annual inspection fees, per lot.	\$10.00
66	176	Mobile Home Park	Transfer	Transfer of license per mobile home lot	\$5.00
78	PEDDLERS AND SOLICITORS				
78	1	Peddler: Any person, whether a resident of the city or not, traveling from house to house or street to street for the purpose of selling or soliciting for the sale of any goods, wares, merchandise or services other than agricultural products produced or processed in this state and who is not required to obtain a license and pay a fee under any other provision of the Code of Ordinances.			
78	1	Transient Merchant, Itinerant Merchant or Itinerant Vendor: (See definition) and who is not required to obtain a license and pay a fee under any other provision of the Code of Ordinances.			
78	6	Peddler	Per Day	Daily permit fee	\$50.00
78	6	Peddler	Per Week	Weekly permit fee	\$250.00
		Provided, that the above fees shall not apply to commercial travelers commonly called "drummers" who take orders from retail merchants or manufacturers.			
78	6	Transient Merchant, Itinerant Merchant or Itinerant Vendor	Per Day	Permit not to exceed 5 days; no more than two licenses may be issued in a calendar year.	\$50.00
90	SECONDHAND GOODS				
90	41	Garage Sale Permit	Per Garage Sale	One (1) garage sale per quarter (1st quarter January through March, 2nd quarter April through June, 3rd quarter July through September, and 4th quarter October through December) for a total of four (4) per year.	\$5.00
90	65	Pawnbrokers	Annually	See state law reference K.S.A. 16-701 et.seq.	\$25.00
90	65	Precious Metal Dealers	Annually	See state law reference K.S.A. 16-701 et.seq.	\$25.00
90	86	Junk Dealers, Junkyards, Auto Storage Yards	Jan 1 - Dec 31	Licensing Fee	\$150.00
98	SOLID WASTE				
98	Article II	Collection and Disposal		Car	\$2.00
98	Article II	Collection and Disposal		Pick-up Truck	\$5.00
98	Article II	Collection and Disposal		Single axle dump/flat bed	\$15.00
98	Article II	Collection and Disposal		Tandem axle dump high side bed	\$25.00
98	Article II	Collection and Disposal		Truck with chipper box	\$25.00
98	Article II	Collection and Disposal		Added fee for trailer 8 feet or less	\$5.00
98	Article II	Collection and Disposal		Added fee for trailer 9 feet to 16 feet	\$10.00
98	Article II	Collection and Disposal		Added fee for trailers over 16 feet (each additional foot over 16 feet)	\$1.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
98	Article II	Collection and Disposal		Added fee for modified trailers or beds with walls that exceed 4 feet in height	\$5.00
98	Article II	Minor Collection and Disposal		Minor special refuse pick-up for inactive residential homes up to three cubic yards (3cy), being approximately three feet wide, three feet tall and nine feet long	\$100.00
98	33	Plastic Refuse Bags		Additional roll of Refuse Bags purchased	\$7.00
98	Article II	Major Collection and Disposal		Major special refuse pick-up for inactive residential homes in excess of three cubic yards (3cy), or requiring the use of mechanized loading equipment such as a loader or grapple truck.	\$250.00
98	58	Collector's License	Per Year	Per vehicle	\$100.00
102	STREETS, SIDEWALKS AND OTHER PUBLIC PLACES				
102	3	Encumbering Streets Permit	Per Event	Property improvements permit	\$90.00
102	38	Use Permit Fee	3 days	Per sale not to exceed three consecutive days	\$15.00
102	38	Use Permit Fee	3 Months	Sale for a three month period	\$40.00
102	38	Use Permit Fee	12 Months	Sale for a 12 month period	\$100.00
102	38	Banner (4th Street between Shawnee & Delaware)	Per Hanging	Banner hanging over 4th Street	\$25.00
102		Sidewalk Construction and Repair		Construction and repair permit fee	\$15.00
102	38	Special Events	Per Occurrence	Permit fee	\$25.00
102	255	Curb Cuts and Driveway Construction	Per Occurrence	Permit fee	\$15.00
102	312	Excavations	Per Occurrence	Permit fee	\$10.00
102		Street Sweeping	Per Hour	Street sweeping, private property	\$55.00
102		Alley Paving		Alley paving will be charged the cost of asphalt, chip & seal	
102		Fill old wells	Per Occurrence	Fee	\$100.00
103	STORMWATER MANAGEMENT				
103	5	Single Family Residential Property	Annual Fee	All Single Family Residences	\$84.00
103	5	Duplex Dwelling Unit	Annual Fee	All Duplex Dwelling Units (fee per unit)	\$84.00
103	5	Multifamily Dwelling Unit (containing 3 or more units)	Annual Fee	All Multifamily Dwellings (fee per unit)	\$42.00
Commercial Property (calculated on the total square foot of the footprint of all buildings on the property)					
103	5	Commercial Property 1,500 sqft or less	Annual Fee	Commercial property with foot print of buildings 1,500 sqft or less	\$162.50
103	5	Commercial Property 1,501 - 4,500 sqft	Annual Fee	Commercial property with foot print of buildings 1,501 - 4,500 sqft	\$337.50
103	5	Commercial Property 4,501 - 10,000 sqft	Annual Fee	Commercial property with foot print of buildings 4,501 - 10,000 sqft	\$512.50
103	5	Commercial Property 10,001 - 20,000 sqft	Annual Fee	Commercial property with foot print of buildings 10,001 - 20,000 sqft	\$675.00
103	5	Commercial Property 20,001 - 50,000 sqft	Annual Fee	Commercial property with foot print of buildings 20,001 - 50,000 sqft	\$1,200.00
103	5	Commercial Property 50,001 - 100,000 sqft	Annual Fee	Commercial property with foot print of buildings 50,001 - 100,000 sqft	\$2,075.00
103	5	Commercial Property 100,001 - 200,000 sqft	Annual Fee	Commercial property with foot print of buildings 100,001 - 200,000 sqft	\$2,600.00
103	5	Commercial Property over 200,000 sqft	Annual Fee	Commercial property with foot print of buildings over 200,000 sqft	\$3,125.00
Industrial Property (calculated on the total square foot of the footprint of all buildings on the property)					
103	5	Industrial Property 4,500 sqft or less	Annual Fee	Industrial property with foot print of buildings 4,500 sqft or less	\$337.50
103	5	Industrial Property 4,501 - 10,000 sqft	Annual Fee	Industrial property with foot print of buildings 4,501 - 10,000 sqft	\$512.50

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
103	5	Industrial Property 10,001 - 20,000 sqft	Annual Fee	Industrial property with foot print of buildings 10,001 - 20,000 sqft	\$675.00
103	5	Industrial Property 20,001 - 50,000 sqft	Annual Fee	Industrial property with foot print of buildings 20,001 - 50,000 sqft	\$1,200.00
103	5	Industrial Property 50,001 - 100,000 sqft	Annual Fee	Industrial property with foot print of buildings 50,001 - 100,000 sqft	\$2,075.00
103	5	Industrial Property 100,001 - 200,000 sqft	Annual Fee	Industrial property with foot print of buildings 100,001 - 200,000 sqft	\$2,600.00
103	5	Industrial Property over 200,000 sqft	Annual Fee	Industrial property with foot print of buildings over 200,000 sqft	\$3,125.00
106	TENT SHOWS AND MEETINGS				
106	38	Tent Show and Meeting	Per Occurrence	Permit fee	\$40.00
110	TRAFFIC AND VEHICLES				
110	131-142	Permit Parking	Monthly	Permit parking fee	\$20.00
110	131-142	Permit Parking		Permit parking fee after the 15th of the month for balance of the month	\$10.00
110	161-167	Loading Zone Permit	Annual	Loading zone permit fee	\$100.00
114	UTILITIES				
114	38	Meters - Inspection		Application for inspection fee	\$1.00
114	39	Meters - Payment of fees		Company fee for use of inaccurate meter	\$2.00
114	111	Sewers Connections Inspection		Sewer connection within a benefit district	\$5.00
114	171	Auxiliary Facilities		Deposit for excavations	\$100.00
114	183	Auxiliary Facilities Permit		Approval of application; fee: permit fee for auxiliary utility facility	\$2.00
118	VEGETATION				
118	39	Tree Trimmer or Tree Surgeon	Per Year	License Fee	\$50.00
122	VEHICLES FOR HIRE				
122	49	Taxicabs		Inspection of each vehicle	\$1.00
122	52	Taxicab Owner	Jan 1 - Dec 31	Fee for owner of taxicab business, per year, per vehicle	\$100.00
122	53	Taxicab Owner - Duplicate		Fee for duplicate owner's license	\$15.00
122	55	Taxicab Owner Transfer	Jan 1 - Dec 31	Transfer of taxicab owner's license	\$15.00
122	69	Taxicab Driver	Jan 1 - Dec 31	Fee for taxicab driver's license	\$35.00
122	70	Taxicab Driver - Duplicate		Fee for duplicate driver's license	\$15.00
122	116	Limousine Service		Inspection fee for each vehicle and title prerequisite to issuance	\$1.00
122	117	Limousine Driver	Jan 1 - Dec 31	Annual license fee	\$35.00
122	117	Limousine Owner	Jan 1 - Dec 31	Annual license fee	\$100.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
Appendix B	VACATING STREETS, ALLEYS AND EASEMENTS				
		Petition	Per Occurrence	Vacation of public rights-of-way	\$250.00
Appendix E	ZONING ORDINANCE				
	21	Board of Zoning Appeals:			
		a) Appeal		Fee for appeal	\$350.00
		b) Variance		Fee for variance	\$350.00
		c) Exception		Fee for exception	\$350.00
		Amendments			
	21	General provisions, subsection (f) fees:			
		(a) R1-25 Single family residential district			\$350.00
		(b) R1-9 Single family residential district			\$350.00
		(c) R1-6 Single family residential district			\$350.00
		(d) R4-16 high density one four family residential district			\$350.00
		(e) R-MF multiple family residential district			\$350.00
		(f) MP mobile/manufactured home park district			\$350.00
		(g) OBD office business district			\$350.00
		(h) NBD neighborhood business district			\$350.00
		(i) CBD central business district			\$350.00
		(j) GBD general business district			\$350.00
		(k) I-1 light industrial district			\$350.00
		(l) I-2 heavy industrial district			\$350.00
		(m) PUD planned unit development district			\$350.00
		(n) Special use permit			\$350.00
	21	Filing Fees and Charges			
		(a) Schedule of fee:			
		(1) Subdivision		For first five lots, plus \$10.00 per lot over five lots	\$350.00
		(2) Exceptions			\$75.00
		(3) Appeal		Appeal to the governing body	\$75.00
		(4) Recording		Recording fees	\$20.00
		(5) Preservation Major Certificate Review		Review fee	\$200.00
		(6) Property Analysis Determination		Analysis and determination fee (i.e. zoning, special assessments, liens, sheriff sale)	\$25.00
		(b) Additional costs for recording documents, publications, writs & engineering may be required. Costs will be billed to the applicant.			
		Sign Erector	Jan 1 - Dec 31	Any person engaged in the business of sign or billboard fabrication, erection or installation	\$150.00
		Sign Permits, Fees, Inspections and Licensing		Permanent signs 50 square feet or less	\$50.00
		Sign Permits, Fees, Inspections and Licensing		Permanent signs greater than 50 square feet but less than 100 square feet	\$75.00
		Sign Permits, Fees, Inspections and Licensing		Permanent Signs greater than 100 square feet	\$100.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
		Sign Permits, Fees, Inspections and Licensing		Temporary signs: per 60 days	\$50.00

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8104
AMENDING SEC. 2-26 COMPOSITION; ELECTION; TERM OF OFFICE**

JUNE 25, 2019



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the June 11, 2019 City Commission meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 2, ADMINISTRATION, GOVERNING BODY; SEC. 2-26 COMPOSITION; ELECTION; TERM OF OFFICE, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.

There have been no changes since first consideration.

Ordinance No. 8104 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8104

(Summary Published in the Leavenworth Times on June 28, 2019)

ORDINANCE NO. 8104

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 2, ADMINISTRATION, GOVERNING BODY; SEC. 2-26 COMPOSITION; ELECTION; TERM OF OFFICE, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTION AMENDED.

WHEREAS, in the 2019 Legislative Session, the Kansas Legislature passed Senate Bill 105 which allows a city to determine the start date of a regular term of office following a city election provided such date is not earlier than December 1 following certification of the election and not later than the second Monday in January following certification of the election; and

WHEREAS, the City desired to amend the Code of Ordinances of the City of Leavenworth Sec. 2-26 to establish the start date of the City Commissioners to the first Tuesday in December following an election; and

WHEREAS, the effect of the change will shorten by several weeks, the terms of commissioners whose term would have expired in January 2020 and January 2022 to allow for the transition to the new date.

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

Section 1. That the Code of Ordinance of the City of Leavenworth, Kansas, Sec. 2-26 is hereby deleted in its entirety and amended to read as follows:

Sec. 2-26. - Composition; election; term of office.

- (a) *Form of government.* The city continues to operate under the commission-manager form of government, pursuant to K.S.A. 12-184 b and pursuant to all existing ordinances and charter ordinances relating to its form of government. The city commission shall consist of five commissioners, who are residents and qualified electors of the city, to be elected to terms set forth herein.
- (b) *Elections of commissioners.* General elections shall be held on the Tuesday following the first Monday in November of each odd-numbered year. All elections for the city shall be nonpartisan.
- (c) *Terms of office.* The terms of each commissioner position with terms that would have expired in January 2020 shall expire the first Tuesday in December 2019 when the commissioners elected in general election take office. The terms of each commission position with terms that would have expired in January 2022 shall expire the first Tuesday in December 2021 when the commissioner elected in the November 2020 general election take office. At each regular city election, there shall be elected two commissioners for a four-year term, and one commissioner

for a two-year term. The candidates receiving the largest and second largest number of votes shall be elected for four-year terms, and the candidate receiving the third largest number of votes shall be elected for a two-year term commencing the first Tuesday in December following certification of the election.

- (d) *Candidacy for city commission.* In accordance with K.S.A. 25-205, and amendments thereto, any person may become a candidate for city office elected at large by having had filed on their behalf, a nomination petition or a declaration of candidacy, accompanied by any fee required by law not later than 12 noon, on June 1, prior to such primary election, or if such date falls on Saturday, Sunday or a holiday, then before 12 noon on the next following day that is not a Saturday, Sunday or holiday. If filing by nomination petition, such petition must be signed by 50 qualified electors of the city or not less than one percent of the ballots cast and counted at the last general city election, whichever is less.
- (e) *City manager.* The city commission shall appoint a city manager to be responsible for the administration and affairs of the city. The city manager shall serve at the pleasure of the city commission. The city manager shall see that all laws and ordinances are enforced. The city manager shall appoint and remove all heads of departments and all subordinate officers and employees of the city. All appointments shall be made upon merit and fitness alone.

Section 2. REPEAL. Sec 2-26, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3. EFFECTIVE DATE. Upon passage and summary publication in the official city newspaper as provided by State law, this ordinance shall become effective on July 1, 2019 after publication of SB105 in the Statute Book by the Kansas Revisor of Statutes.

PASSED and APPROVED by the Governing Body on this 25th day of June 2019

Jermaine Wilson, Mayor

{Seal}

ATTEST:


Carla K. Williamson, CMC, City Clerk

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8105
AMENDING CHAPTER 74 PARKS & RECREATION
OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH**

JUNE 25, 2019



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the June 11, 2019 City Commission meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
CITY OF LEAVENWORTH, KANSAS, CHAPTER 74, PARKS AND
RECREATION, PROVIDING SUBSTITUTE PROVISIONS AND
REPEALING THE CHAPTER AMENDED.**

There have been no changes since first consideration.

Ordinance No. 8105 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8105

(Summary Published in the Leavenworth Times on June 28, 2019)

ORDINANCE NO. 8105

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 74, PARKS AND RECREATION, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE CHAPTER AMENDED.

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

Section 1. That the Code of Ordinance of the City of Leavenworth, Kansas, Chapter 74, Parks and Recreation, is hereby deleted in its entirety and amended to read as follows:

Chapter 74 – PARKS AND RECREATION

ARTICLE I. – GENERAL PROVISIONS

Sec. 74-1. - General provisions.

The Parks and Recreation department of the city shall be under the general supervision of the city manager. The department shall administer the city’s park and public recreation system and shall consist of a parks and recreation director and such other employees as may be required by ordinance or may be deemed necessary within administrative rules and regulations to effectively carry out the work of the department and to fixed by the annual city budget.

Sec. 74- 2. - Penalty for violation.

Violations of any provision of this chapter is a public offense and any person, firm, association, partnership, or corporation convicted shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not to exceed six months, or by both such fine and imprisonment.

Sec. 74-3. - Making and enforcing rules and regulations – posting.

The parks and recreation director, with the consent of the city manager, is authorized to make and enforce such additional rules and regulations as may be necessary for the management and operation of any of the lands, buildings, structures, pools or facilities that are placed under the supervision of the parks and recreation director by action of the governing body or city manager. The regulatory authority shall be supplementary to any specific such authority contained elsewhere in the city code. Such rules and regulations shall have the force and effect of law and the violation of those rules shall constitute a public offense and shall be enforced in the same manner as other violations of the municipal code. Violation of any adopted rules and regulations shall be grounds for eviction from the park lands, buildings, pools or facilities and the denial, revocation or suspension of any privilege granted by the parks and recreation department. Such rules and regulations shall be approved by the director and posted in a conspicuous place in or on the park land, building, structures, rooms or facilities or be maintained

in written form and available to the public in the office of the parks and recreation director prior to their becoming effective.

Sec. 74-4. - Fees and insurance.

Fees for use of any shelters, rooms, facilities, pools, and services shall be set forth in the city fee schedule. Liability insurance may be required as deemed necessary.

Sec. 74-5. - Severability.

In the event that any portion or section of this chapter is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, the decision shall in no manner affect the remaining portions or sections of this chapter which shall remain in full force and effect.

Sec. 74-6 – 74-25. - Reserved.

ARTICLE II – PARK REGULATIONS.

Sec. 74-26 - Public parks hours-exceptions.

All public parks in the city shall be closed for use by the public between the hours of 10:00 p.m. and 5:00 a.m.; provided, however, parks may be closed temporarily or opening hours extended temporarily in case of emergency, adverse weather conditions or unusual circumstances as determined and ordered by the parks and recreation director.

Exceptions:

- (1) For any program or event being sponsored by the parks and recreation department or the city in which alternate hours have been set.
- (2) Persons camping at Riverfront Park during open camping season.
- (3) Groups or organizations which have requested and have been granted permission by the parks and recreation director beyond the normal closing hours. Such permission must be in writing and approval signed by the parks and recreation director.

Sec. 74-27 - Sanitation and fire.

All waste material and refuse of any kind shall be deposited in disposal drums provided for such purpose and no such waste or contaminating material shall be discarded otherwise in or upon park land. If no disposal drums are provided all waste generated by the user of such park shall carry the waste material or refuse from the park area.

It shall be unlawful to light or maintain any fire in a park or on public ground other than in an incinerator, ring pits fireplace or oven provided or a portable device constructed and used so as to prevent the spread of fire or burning material therefrom. Fires must be extinguished before leaving the area. Fires may be prohibited entirely as a protective measure from time to

time by the posting by the city of special warning signs and may be part of the conditions upon which event approval or reservations are given.

Sec. 74-28 - Vandalism.

It is unlawful for any person to commit an act of vandalism by willfully injuring, damaging, defacing, destroying, or substantially impairing any flowers, flowering plants, shrubs, trees, stands, benches, seats, fences, playground equipment, building or improvement within a park area.

Sec. 74-29 - Animals.

Domestic animals present within a park area shall be subject to the provision of chapter 18 of the city code of ordinances. The parks and recreation director may establish rules and regulations established in addition thereto to prohibit such domestic animals from certain park areas to prevent damage and provide safe use of park areas. The parks and recreation director may establish certain park areas for use by owners of domestic animals for recreation purposes such as dog parks.

Horses and other livestock animals are specifically prohibited in parks without the prior permission. Such permission must be in writing and approval signed by the parks and recreation director.

Sec. 74-30 - Motor vehicles prohibited.

Motor vehicles are specifically prohibited for operation within any park areas or the city except parking lots, access drives to parking lots, and park streets, or areas specifically established by the parks and recreation director for motor vehicle use.

Sec. 74-31 - Skating and skateboarding.

No person shall, at any time, skate or skateboard except upon areas designated by the city and at such times and pursuant to such rules as the city has posted.

Sec. 74-32 - Fishing and hunting.

Fishing in park areas shall be in accordance with the laws of the Kansas Department of Wildlife. No person shall pursue, catch, kill or take any wildlife except as provided in chapter 18 of the city code of ordinances.

Sec. 74-33. - Commercial use.

No park area may be used for any commercial enterprise in any form except wherein the city is directly involved as a co-sponsor of an event or project or as granted permission by the parks and recreation director. Such permission must be in writing and approval signed by the parks and recreation director.

Sec. 74-34. - Camping.

Overnight camping on park property is prohibited except as allowed at Riverfront Park campground.

Sec. 74-35. - Riverfront park camping.

The campgrounds are open seasonally from April 1 – October 31. The parks and recreation director shall establish rules and regulations for the campgrounds and amend the opening dates as needed due to weather.

Sec. 74-36. - Reservations - picnic shelters, athletic fields, courts and park area reservations

All request for reservations of picnic shelters, athletic fields, courts and other park areas shall be made to the parks and recreation department. Reservations are made on a first come first serve bases. Fees for shelters are as provided in the city fee schedule.

Sec. 74-37. - Alcoholic beverage.

The possession and consumptions of alcoholic beverages is prohibited except as otherwise provided in chapter 10 of the city code of ordinances.

Sec. 74-38 – 74-60. - Reserved.

ARTICLE III – COMMUNITY CENTER.

Sec. 74-61. - Request for use/reservation

All requests for use or reservation for rooms and/or facilities of the community center shall be made to the community center manager. The parks and recreation director shall establish rules and regulations for use of the community center rooms and/or facilities.

Sec. 74-62 – 74-80. - Reserved.

CHAPTER IV – MUNICIPAL SWIMMING POOLS.

Sec. 74-81. - Open – rules and regulations generally.

The municipal swimming pools of the city shall be open to the public as limited in this chapter at all proper and seasonable times subject to such rules and regulations contained in this chapter and as provided by the rules and regulations of the Kansas State Board of Health.

Sec. 74-82. - Manager and employees – duties generally.

The parks and recreation director shall appoint pool managers and other employees of the swimming pools. The pool managers shall have general supervision over the swimming pools and over all people attending the same and the park areas in which the same are located. It shall be the pool managers' duty to preserve order, to enforce all provisions of this article and the rules and regulations of the city and the Kansas State Board of Health. The managers may exclude any person or person from the pools and their grounds for the violation of this chapter, such rules and regulations as may be made by the city or the Kansas State Board of Health or

when the pool manager deems such exclusion to be in the best interest of the orderly and peaceable operation and management of the pools.

Sec. 74-83. - Contagious disease.

It is unlawful and in violation of this article for any person at any time to enter the water of the swimming pools who are afflicted with any infectious or contagious disease. The manager of the pools appointed as provided in this article are authorized, directed and empowered within their discretion to require from any person requesting permission to enter the swimming pools, a certification of health from a licensed doctor of medicine, dated within three days of the date admission is sought, stating that the person applying for admission to the pool is free from any infectious or contagious disease which might endanger the health of other occupants of the pool.

Sec. 74-84. - Admittance refused or persons removed:

The pool managers are authorized, directed and empowered to refuse admission to any person applying for admission to the pools or remove from the pools any person who, is known to be intoxicated or under the influence of drugs, opiates, or any person having a skin disease, open sores or cuts. The pool manager may, when they deem the same to be in the best interest of orderly operation and management of the pools refuse admission or remove any person or persons whatsoever.

Sec. 74-85. - Pollution and contamination prohibited.

It is unlawful for any person or persons to throw or place in the waters of the pools any stones, debris, refuse or discarded substances; it is further unlawful for any person in any manner willfully to pollute the water of the pools.

Sec. 74-86. - Animals prohibited.

Except for special events authorized by the parks and recreation director, it is unlawful at all times for any person or persons to place in the waters for the swimming pools, or cause or to suffer any dogs or any animals of any kind to enter or be therein.

Sec. 74-87. - Hours, entry, use and number allowed.

The hours which the municipal swimming pools shall be open for use, shall be determined by the parks and recreation director. The pool managers shall have the authority to close the pool during inclement weather or periods of limited demand or in case of emergency. It is unlawful for any person or persons to enter the water of the pools except when the managers or lifeguards are in charge of the same and on duty.

The pool managers shall have authority to limit admittance of guest into the swimming pools whenever, in their option, the pools are so crowded as to make it unsafe for the safety of the people. The managers shall also have authority to designate pool areas, which guests and/or residents may use.

Sec. 74-88. - Revocation of swimming privileges and suspension of membership.

It is unlawful for any person or persons to violate the lawful orders of the parks and recreation director and/or designated supervisors or managers within the swimming pool area. Any person or persons who violate such order or orders shall forfeit their right to swimming privileges at the pool or pools and the pool manager may suspend the use and membership for a period not to exceed seven days. A suspension greater than seven days may be recommended by the pool manager to the aquatic supervisor and parks and recreation director. The recommendation will be reviewed and investigated by the aquatic supervisor and parks and recreation director and then affirmed or overruled. Memberships that have been suspended for a period of greater than seven days may make application for their return through the city manager. After investigation, the city manager will affirm or overrule the suspension of the person or person's swimming privileges.

Sec. 74-89 - Children accompanied by adult.

All children under the age of 10 shall be accompanied by a parent or guardian or by some adult who shall be responsible for their safety and conduct while in the pools.

Sec. 74-90 – 74-125. - Reserved.

Section 2. REPEAL. Chapter 74, Parks and Recreation, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3. EFFECTIVE DATE. This Ordinance shall take effect and be in force upon publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this 28th day of June 2019.

Jermaine Wilson, Mayor

{Seal}

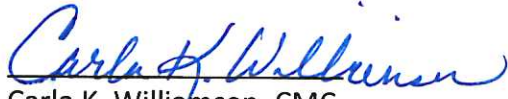
ATTEST:

Carla K. Williamson, CMC, City Clerk

**POLICY REPORT
RESOLUTION B-2227 AMENDING RESOLUTION B-2217
AUTHORIZING IMPROVEMENTS TO THORNTON STREET AND 10TH AVENUE
MAIN TRAFFICWAYS**

June 25, 2019

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

ISSUE:

The issue before the City Commission is to consider a resolution to amend Resolution No. B-2217, adopted February 26, 2019. Resolution No. B-2217 gave notice of the Governing Body's official intent to issue bonds to finance improvements to Thornton Street and 10th Avenue in an estimated maximum amount of \$5,650,800.00. This amount includes the cost of necessary land and easement acquisition, utility relocation costs, design and engineering costs, legal costs and the costs of issuing bonds.

On May 19, 2019 Resolution No. B-2222 was prepared by Phil Wolfe, the city's bond attorney and was adopted that increase the estimated amount to \$6,040,000.00 and amended section 1 of Resolution No. B-2217. Since that time Mr. Wolfe advised that an additional amendment should be adopted to amend sections 2 and 3 of the original resolution so avoid any confusion.

ATTACHMENT:

Resolution No. B-2217
Resolution No. B-2222
Resolution No. B-2227 (for consideration)

ACTION REQUIRED:

Motion to approve Resolution No. B-2227.

RESOLUTION NO. B-2227

WHEREAS, the governing body of the City of Leavenworth, Kansas, (the "City") has pursuant to its Resolution No. B-2217, adopted February 26, 2019, authorized the construction of main trafficway improvements to (1) Thornton Street from the west line of 4th Street to the East line of 10th Avenue and (2) 10th Avenue from the South side of Spruce Street to the north right-of-way of Eisenhower Road, (Thornton Street and 10th Avenue are collectively referred to as the "Main Trafficways") or portions thereof, by constructing and completing grading, storm drainage, concrete curb and gutter, asphaltic pavement and entrances, sidewalks, seeding, traffic control and other necessary items (including costs of necessary land and easement acquisition, utility relocation costs, design and engineering costs, legal costs, and costs of issuing bonds to finance the total costs thereof) (the "Project") at an estimated maximum cost of \$5,650,800 (the "Project Cost");

WHEREAS, the governing body of the City has heretofore amended Section 1 of its Resolution No. B-2217 (the "Resolution") by its Resolution No. B-2222 passed and approved May 14, 2019, to increase the Project Cost as defined therein to \$6,040,000; and

WHEREAS, the City wishes to amend Sections 2 and 3 of the Resolution to clarify that the maximum amount of bonds to be issued by the City for the purposes described in said Sections 1, 2, and 3 is increased to \$6,040,000; and

WHEREAS, the City further wishes to amend the Resolution to reflect such facts and conclusions as hereinbefore recited.

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

Section 1. That Section 2 of Resolution No. B-2217 of the governing body of the City be amended to provide as follows:

Section 2. That the City finance and pay the Project Costs either in whole or in part from the proceeds of general obligation bonds of the City in the estimated maximum principal amount of \$6,040,000 the issuance of which is hereby authorized in accordance with the Act.

Section 2. That Section 3 of Resolution No. B-2217 of the governing body of the City be amended to provide as follows:

Section 3. That the City both reasonably expects and intends to finance the Project Costs from the proceeds of general obligation bonds of the City. The City does hereby express its official intent to reimburse any such pre-issuance original expenditures (as defined in Treas. Reg. 1.150-2(c)) made by it on or after the date which is 60 days before the date of this Resolution from the proceeds of such bonds in the estimated maximum principal amount of \$6,040,000. The City will issue such bonds for such purposes and make the reimbursements within

eighteen (18) months after the date the expenditure to be reimbursed was paid or, if later, eighteen (18) months after the date on which the property resulting from the expenditure was placed in service. Provided, that, in any event, the City must make the reimbursement allocation within three (3) years after the date the expenditure was paid. This Resolution, as the expression of the governing body's official intent regarding the matters described herein, will be available for public inspection in the City Clerk's office at City Hall during regular business hours of the City.

Section 3. That all other terms and provisions of said Resolution No. B-2217 not otherwise heretofore or hereby amended shall remain as provided therein, respectively. Furthermore, those provisions contained in Resolution No. B-2217 as passed and approved February 26, 2019, as hereby amended, shall upon the effective date of this resolution be deemed repealed.

Section 4. That this resolution shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED this 25th day of June, 2019.

CITY OF LEAVENWORTH, KANSAS

Jermaine Wilson, Mayor

ATTEST:

Carla Williamson, CMC, City Clerk

(SEAL)

RESOLUTION NO. B-2222

WHEREAS, the governing body of the City of Leavenworth, Kansas, (the "City") has pursuant to its Resolution No. B-2217, adopted February 26, 2019, authorized the construction of main trafficway improvements to (1) Thornton Street from the west line of 4th Street to the East line of 10th Avenue and (2) 10th Avenue from the South side of Spruce Street to the north right-of-way of Eisenhower Road, (Thornton Street and 10th Avenue are collectively referred to as the "Main Trafficways") or portions thereof, by constructing and completing grading, storm drainage, concrete curb and gutter, asphaltic pavement and entrances, sidewalks, seeding, traffic control and other necessary items (including costs of necessary land and easement acquisition, utility relocation costs, design and engineering costs, legal costs, and costs of issuing bonds to finance the total costs thereof) (the "Project") at an estimated maximum cost of \$5,650,800 (the "Project Cost");

WHEREAS, the City has determined, upon the advice of its Financial Advisor, to increase the Project Cost to \$6,040,000 to include additional costs for capitalized interest to cover interim financing costs while the project is being completed pending permanent financing of the Project; and

WHEREAS, the City further wishes to amend the Resolution to reflect such facts and conclusions as hereinbefore recited.

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

Section 1. That Section 1 of Resolution No. B-2217 of the governing body of the City be amended to provide as follows:


Section 1. That the Main Trafficways, or portions thereof, be improved by constructing and completing grading, storm drainage, concrete curb and gutter, asphaltic pavement and entrances, sidewalks, seeding, traffic control and other necessary items (including costs of necessary land and easement acquisition, utility relocation costs, design and engineering costs, legal costs, capitalized interest costs, and the costs of issuing bonds to finance the total costs thereof) at an estimated maximum cost of \$6,040,000 (the "Project Costs").

Section 2. That all other terms and provisions of said Resolution No. B-2217 not otherwise amended hereby shall remain as provided therein, respectively. Furthermore, those provisions contained in Resolution No. B-2217 as passed and approved February 26, 2019, as hereby amended, shall upon the effective date of this resolution be deemed repealed.

Section 3. That this resolution shall take effect and be in force from and after its passage as provided by law.


PASSED AND APPROVED this 14th day of May, 2019.

CITY OF LEAVENWORTH, KANSAS

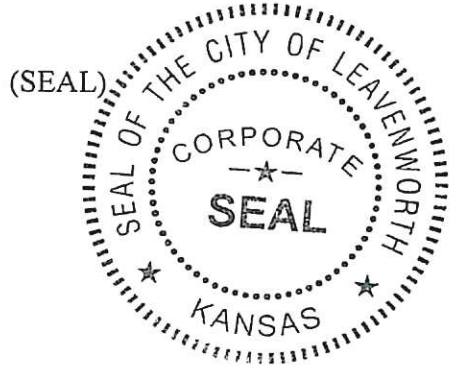


Jermaine Wilson, Mayor

ATTEST:



Carla Williamson, CMC, City Clerk



RESOLUTION NO. B-2217

WHEREAS, the Governing Body of the City of Leavenworth, Kansas, (the "City") has hereinbefore, by Ordinance No. 8071 of the City passed and approved March 13, 2018, and published as required by law, determined and established (1) Thornton Street from the west line of 4th Street to the East line of 10th Avenue and (2) 10th Avenue from the south side of Spruce Street to the north right-of-way of Eisenhower Road to be main trafficways within the City (said streets, the "Main Trafficways") under the authority of K.S.A. 12-685 et seq. (the "Act"); and

WHEREAS, the Governing Body of the City has determined it necessary and advisable to improve such Main Trafficways.

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

Section 1. That the Main Trafficways, or portions thereof, be improved by constructing and completing grading, storm drainage, concrete curb and gutter, asphaltic pavement and entrances, sidewalks, seeding, traffic control and other necessary items (including costs of necessary land and easement acquisition, utility relocation costs, design and engineering costs, legal costs, and the costs of issuing bonds to finance the total costs thereof) at an estimated maximum cost of \$5,650,800 (the "Project Costs").

Section 2. That the City finance and pay the Project Costs either in whole or in part from the proceeds of general obligation bonds of the City in the estimated maximum principal amount of \$5,650,800 the issuance of which is hereby authorized in accordance with the Act.

Section 3. That the City both reasonably expects and intends to finance the Project Costs from the proceeds of general obligation bonds of the City. The City does hereby express its official intent to reimburse any such pre-issuance original expenditures (as defined in Treas. Reg. 1.150-2(c)) made by it on or after the date which is 60 days before the date of this Resolution from the proceeds of such bonds in the estimated maximum principal amount of \$5,650,800. The City will issue such bonds for such purposes and make the reimbursements within eighteen

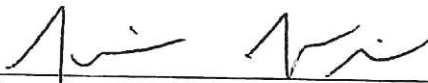
(18) months after the date the expenditure to be reimbursed was paid or, if later, eighteen (18) months after the date on which the property resulting from the expenditure was placed in service. Provided, that, in any event, the City must make the reimbursement allocation within three (3) years after the date the expenditure was paid. This Resolution, as the expression of the governing body's official intent regarding the matters described herein, will be available for public inspection in the City Clerk's office at City Hall during regular business hours of the City.

Section 4. That the plans and specifications for such improvements are hereby approved.

IT IS SO RESOLVED.

PASSED AND APPROVED this 26th day of February, 2019.

CITY OF LEAVENWORTH, KANSAS



Jermaine Wilson, Mayor

ATTEST:


Carla Williamson, CMC, City Clerk



City of Leavenworth, Kansas
Parks & Recreation Department
Bob Dougherty Park Basketball Court Surfacing
POLICY REPORT NO. P&R 07-19


June 25, 2019

PREPARED BY:


Brian Bailey
Park Superintendent

REVIEWED BY:


Steve Grant
Parks and Recreation Director


Paul Kramer
City Manager

ISSUE:

To review bids for Bob Dougherty Park Basketball Court Surfacing.

BACKGROUND:

The Dougherty Park basketball courts have become a safety concern for the public and basketball players using the courts. The courts are riddled with cracks which is caused by ground movement with the change in seasons. This causes the courts to be unsafe and very unstable to bounce a basketball.

As a result, staff formulated a set of guidelines from which to receive bids to resurface the basketball courts and an alternate fencing price along the basketball courts to stop basketballs from rolling down the steep hill. On June 18, 2019, the proposed bids were opened. Two firms submitted bids, and only one with the alternate option. The results are as follows:

BIDDER	Resurfacing Type	Bid Amount	Fence Add Alternate
Riggs Recreation Equipment, Inc.	ProBounce System	\$113,732	N/A
Multicon	Post – Tensioned Concrete Court	\$130,000	\$3,500

RECOMMENDATION:

After reviewing bids provided staff recommends the bid from Riggs Recreation Equipment for the installation of the ProBounce system in the amount of \$113,732.

BUDGET IMPACT:

There is \$89,750 allocated in the 2019 Capital Improvement Program for this project.

ATTACHMENTS:

Riggs Recreation Equipment, Inc. Bid Proposal

BID PROPOSAL

(Must either be typewritten or in ink; all others will be rejected)

BOB DOUGHERTY PARK BASKETBALL COURT SURFACING, Project No. 2019 – Dougherty - BBall

Base Bid - Lump Sum Price – includes all insurance and bond costs, equipment, materials, appurtenances, and labor for the installation of the items as identified in the “Project Scope”.

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BASE BID				
<i>Bidding all base bid (per Specs)</i>				
Items 1-4 as listed in Principle Items of Work in Section I of this document	L.S.	1	\$ 113,732.00	\$ 113,732.00
Alternate # 1: Fence replacement <i>* not bidding Alt#1</i>	L.S.	1	n/a	n/a

Riggs Recreation Equipment, Inc. HEREBY agrees that the City of Leavenworth has a right to reject any and all bids or parts thereof. The undersigned bidder herewith deposits with the City Clerk the sum of Five thousand six hundred and eighty-six dollars & sixty cents. (\$ 5686.60) Dollars (Certified check, cashier's check or acceptable bid bond) and makes this bid on the condition and agreement that if said bidder shall fail to enter into a contract to do said work and file good and sufficient bonds as required by law on account of the work awarded to said bidder with the City Clerk within ten (10) working days after said work shall have been awarded to said bidder, that said deposit shall therefore be forfeited to the City of Leavenworth as and for liquidated damages by reason of such failure and that said award may be rescinded and contract awarded to the next lowest responsive bidder. (5% of Bid - per enclosed Bid Bond.)

Completion date to be **Ninety (90) calendar days** after the Parks Superintendent or a duly authorized representative has given “Notice to Proceed” or liquidated damages shall be in accordance with Table 1 in Section 58 of the General Conditions of this document for each calendar day until project completion.

Bidder: Riggs Recreation Equipment, Inc.

FEIN: 48-0950470

Mailing Address: P.O. Box 6191, Leawood, KS 66206

By: Ashley K. Peterson: Ashley K. Peterson Title: President/And Project Manager

Telephone No: (913) 341-8875 Fax No: n/a


Email Address: riggsrec@gmail.com

Physical Address: 550 S. Packard St., Kansas City, KS 66105



**POLICY REPORT
ACCEPT LOW BID FOR REPLACEMENT OF AIR HANDLER AND PREHEAT LOOP
PUMP AT PLANTERS II
JUNE 25, 2019**


PREPARED BY:


Andrea Cheatom, Housing Manager
Leavenworth Housing Authority

REVIEWED BY:


Julie Hurley, Executive Director
Director of Planning and Community
Development

APPROVED BY:


Paul Kramer
City Manager

ISSUE:

Review and award of bid for the repair/replacement of the air handler and preheat loop pump at Planters II.

REVIEW OF PROPOSALS:

Proposals were received by Andrea Cheatom, Housing Manager, at the Leavenworth Housing Authority. Following are the proposals received:

- | | |
|---------------------------|-------------|
| 1. Daikin | \$34,668.00 |
| 2. D'Agostino | \$50,314.15 |
| 3. Kansas City Mechanical | \$52,367.49 |

The Leavenworth Housing Authority contacted three companies to supply a proposal for the specified work. All three companies responded and provided a proposal. Procedure was performed in accordance with HUD's procurement policy. Proposal was also given in compliance with Davis-Bacon wages.

STAFF RECOMMENDATION:

Staff recommends that the proposal of \$34,668.00 be awarded to Daikin.

BUDGET IMPACT:

There are sufficient funds available in the Capital Fund Program grant and Operating Subsidy for Planters II for this project.

COMMISSION ACTION:

Acting as the Housing Authority, authorize the low proposal for the air handler and preheat loop pump replacement/repair at Planters II of \$34,668.00 to Daikin.

Vendor: D'Agostino Telephone: 913-384-5170
Vendor Address: 4440 Oliver St, Kansas City, KS 66106-3763
Vendor Representative: Kevin Morley
Unit Price: \$ 50,314.15 Extended Price: \$ 50,314.15
Other Charges (i.e. shipping): 0 Total Price: \$ 50,314.15
Other Information: _____

Vendor: Daikin Telephone: 913-492-8885
Vendor Address: 10623 Rene St.
Vendor Representative: Jake Ewbank
Unit Price: \$ 34,668 Extended Price: \$ 34,668
Other Charges (i.e. shipping): 0 Total Price: \$ 34,668
Other Information: _____

Vendor: Kansas City Mechanical Telephone: 913-334-1101
Vendor Address: 6822 Kansas Ave
Vendor Representative: Fred Burroughs
Unit Price: \$ 51,849 Extended Price: \$ 51,849
Other Charges (i.e. shipping): 1% for bond \$ 518.49 Total Price: \$ 52,367.49
Other Information: _____

Vendor Selected: Daikin

If vendor selected was not the low quotation, explain rationale for choice (and review page 7 of the Manual regarding the 1% preference to local vendors). _____



(913) 384-5170
 Fax (913) 384-5173
 4440 Oliver Street • Kansas City, KS 66106-3763

DATE: 5/20/19 PAGE 1 OF 1
 CO / RFP No: R-14
 BY: KMM
 DMC JOB No: 19-004
 CUSTOMER P.O. No: RFP
 PRIME CONTR.: The City of Leavenworth
 100 North 5th Street
 Leavenworth, Kansas 66048
 Ph.: 913-682-2200 Cell.: 913-547-2639
 Email: aheatmap@firstcity.org
 Attention: Andrea Cheatom

PROJECT: Leavenworth Housing Authority
 200 Shawnee Street
 Leavenworth, Kansas 66048

SUBJECT: North Mechanical Room Make-Up Air Unit No. 1
 Replace Entire Unit & Preheat Loop Pump
 Prevailing Wages

ITEMIZED COST BREAKDOWN

Quantity	Description	MATERIALS		LABOR HOURS			
		Unit Cost	Extended	Laborer	Tradesman	Superint 15%	Extended
26.00	Hours of Service, Chilled Water Coil Was Damaged From Freezing, We Cannot Access the Center of the Coil. All Attempts to Locate the Leaks Have Not Been Successful. Isolate All Hydronic Water & Drain Unit Coils. Disconnect Preheat, Chilled Water & Heating Coils. Disconnect All Temperature Control & Electrical Wiring Devices. Disconnect Supply Air Discharge & Outside Air Intake Ductwork. Unbolt Air Handler Isolators & Lower Unit to Floor. Disassemble Unit & Remove Chilled Water Coil. Remove Preheat Loop Pump.	\$ 3.50	\$ 91.00	8.50	17.50	3.90	29.90
64.00	Hours of Service, Enlarge West Interior Wall Opening to Accommodate New Daikin AHU. Hoist Air Handler Sections Into Place & Bolt Unit Together Install Mounting Isolators. Field Measure Ductwork Canvas Connectors. Install New Preheat Loop Pump.	\$ 3.50	\$ 224.00	21.00	43.00	9.60	73.60
40.00	Hours of Service, Fabricate New Ductwork Canvas Connectors & Return To Planters. Install New Supply Air Discharge & Intake Ductwork Connecting to Existing.	\$ 3.50	\$ 140.00	14.00	26.00	6.00	46.00
28.00	Hours of Service, Connect New Preheat, Chilled & Heating Coils to Existing Hydronic Supply & Return Piping. Install Chilled Water Coil Drain Assembly Allowing Chilled Coil To Be Drained When Preheat Coil Is Started Up For The Winter Season.	\$ 3.50	\$ 98.00	9.50	18.50	4.20	32.20
18.00	Hours of Service, Reconnect Existing Temperature Control & Electrical Power Wiring & Devices. Install Flow Switch Safety Device. Test Operation of Unit & Verify Proper Operation.	\$ 3.50	\$ 63.00	6.00	12.00	2.70	20.70
1	Daikin Vision Indoor Air Handling Unit 460/3/60 With Freight	\$ 16,393.05	\$ 16,393.05	-	-	-	-
1	Taco # 1915E In-Line Preheat Loop Pump	\$ 1,025.20	\$ 1,025.20	-	-	-	-
1	Lump Sum Hydronic Pipe Fittings & Accessories	\$ 2,035.00	\$ 2,035.00	-	-	-	-
1	Lump Sum Ductwork Fittings & Accessories	\$ 1,055.00	\$ 1,055.00	-	-	-	-
1	Lump Sum Mounting/Hanging Materials & Accessories	\$ 165.00	\$ 165.00	-	-	-	-
1	Lump Sum Condensate Drain Piping & Accessories	\$ 135.00	\$ 135.00	-	-	-	-
1	Lump Sum Electrical & Temp Control Accessories	\$ 746.00	\$ 746.00	-	-	-	-
No Sales Tax Are Included, City Must Provide A Project Tax Exemption Certificate.							
TOTALS			\$ 22,170.25	59.00	117.00	26.40	202.40
A.	MATERIALS COST:		SUBTOTAL:	\$22,170.25			
			Overhead: 15.00%	\$3,326.48			
			Profit: 10.00%	\$2,549.67			
			MATERIALS TOTAL:	\$ 28,046.40			
B.	LABOR:		HOURS	RATE			
	General Laborer Regular Hours:	59.00	\$55.25	\$3,259.75			PROJECT DURATION: (DAYS)
	Tradesman/Mechanic Regular Hours:	117.00	\$74.95	\$8,769.15			INCREASE: 12.65
	Field/Office Superintendent Hours:	26.40	\$77.50	\$2,046.00			DECREASE: 0.00
	Project Engineer Hours:	0.00	\$98.50	\$0.00			TOTAL: 12.65
	Total Hours:	202.40	SUBTOTAL:	\$14,074.90			
			Overhead: 15.00%	\$2,111.24			
			Profit: 10.00%	\$1,618.61			
			LABOR TOTAL:	\$17,804.75			
C.	SMALL TOOL & EXPENDABLES CHARGE: (4.0% OF LABOR)			\$712.19			
D.	SUBTOTAL: (A + B + C)			\$ 46,563.34			
E.	SUBCONTRACTORS:						
	Roofing:			\$0.00			
	Duct Wrap & Pipe Insulation:			\$3,250.00			
	Temperature Controls:			\$0.00			
	Hoisting:			\$0.00			
	Electrical:			\$0.00			
	8.0% Markup:			\$162.50			
	SUBCONTRACTOR TOTAL:			\$3,412.50			
F.	EQUIPMENT: (Trucks, Fuel Surcharge, Permit, Exc.)			\$338.31			
G.	SUBTOTAL: (F + G + H)			\$50,314.15			
H.	TAX: EXEMPT			\$0.00			
I.	TOTAL:			\$50,314.15			

Company Shared\PubSpace\19-004\RFP\19-004-R14 PLANTERS Retid MAL-1 Replace Entire Unit & Preheat Loop Pump PW



Service & Repair Proposal

Leavenworth Housing Authority (Planters II) Make-Up Air Handler-2 Replacement

200 SHAWNEE STREET
LEAVENWORTH, Kansas
United States, 66048

Proposal #: Q-00026845
5/22/2019

Prepared for:
Andrea Cheatom
Manager
LEAVENWORTH HOUSING AUTHORITY

Prepared by:
Jake Ewbank
Service Sales Representative
Kansas City District
Phone: (913) 492-8885 Mobile: (913) 313-6490
Email: jacob.ewbank@daikinapplied.com



Scope of Services

Daikin Applied is pleased to offer the following Service & Repair proposal for your consideration. Thank you for selecting Daikin Applied service to care for your building system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin Applied will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services.

Scope of Work

This scope shall be included for the replacement of the following air handling unit:

Model: LSL114DH

Serial: 3XH01085-04

1. Check-in with onsite facilities staff.
2. Communicate that MAU-2 will be disabled for the duration of the unit replacement.
3. Lock-out/ Tag-out MAU-2 for a safe work environment.
4. Disconnect incoming power from the existing air handling unit.
5. Isolate the MAU-2 chilled water coil and hot water coil from the rest of the loops.
6. Disconnect hot water and chilled water piping from the existing coils.
7. Disconnect condensate drain and existing duct-work.
8. Remove and dispose of existing air handler.
9. Replace the existing make-up air handler with new a Daikin equivalent.
10. Reconnect duct-work, hot and chilled water piping, condensate drain, and incoming power.
11. Perform functional test of AHU and components.
12. Replace HW Circulation pump with Bell and Gossett Equivalent.
13. Communicate work results and any additional findings to onsite facilities staff.

Project Specific Exclusions/ Clarifications:

1. All work to be performed during 'normal working hours'.
2. Any and all recommended/required repairs to be quoted separately.
3. Current replacement AHU lead time is 14-16 weeks after receipt of order.
4. Any repair or modifications to the existing pneumatic controls system is excluded.
5. Any repair or modifications to ductwork beyond the AHU connections is excluded.
6. Hot water and chilled water valves/ actuators are excluded.
7. Temperature controls are excluded from this scope.

Equipment Repair

Daikin Applied will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.



Exclusions/ Clarifications Continued

- 1) Any work, materials, labor or subcontracted services unless specifically provided in the above mentioned scope of work or descriptions, are not included in this proposal.
- 2) All work referenced in the scope of work will be performed during normal business hours unless Daikin or any of its subcontractors decide otherwise.
- 3) Removal of Hazardous Waste or Asbestos Abatement is not included.
- 4) Repair or replacement of existing equipment outside of the scope of work is not included.
- 5) Any work associated with the Fire and Life Safety system is not included.
- 6) Unless specifically mentioned in the scope of work, no painting or structural is included.
- 7) Daikin Applied is not responsible for any delays due to limited or no access to the building and associated equipment.
- 8) Temporary or portable cooling equipment is not included.
- 9) Painting of mechanical piping is not included.
- 10) Price is based upon our terms and conditions and other terms and conditions may result in pricing changes.
- 11) DAA is not responsible for any changes by the city or any other governing agencies having jurisdiction (fire marshal, planning and zoning, etc...)
- 12) Unless otherwise specified in the scope of work, professional engineering services are excluded
- 13) Pricing does not include removal or re-locating of any existing underground utilities. Owner is responsible for location identification and/or relocation as necessary.
- 14) Daikin Applied is not responsible for performance deficiencies of existing equipment
- 15) Price based on our design, changes in design may require a change in pricing.
- 16) Identification & remediation of existing code violations are excluded
- 17) Authority having Jurisdiction required changes are not included
- 18) Costs associated with hazardous materials identification are not included
- 19) Creation of new building automation graphics or control sequences is not included, unless otherwise noted.
- 20) Air testing & balancing of existing AHU's is not included
- 21) Sound testing or acoustical treatments are not included



Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this service and repair proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$34,668.00 Thirty Four Thousand, Six Hundred Sixty Eight dollars and Zero cents

***Price does not include applicable sales tax**

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Andrea Cheatom
LEAVENWORTH HOUSING AUTHORITY

Site Address:
200 SHAWNEE STREET
LEAVENWORTH, Kansas
United States, 66048

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Proposal #: Q-00026845

Note: This Agreement is subject to final approval by Daikin Applied.



DAIKIN APPLIED AMERICAS INC.
TERMS & CONDITIONS

1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Daikin Applied. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Daikin Applied.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date show on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of Daikin Applied's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Daikin Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that Daikin Applied determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Daikin Applied shall inform Customer of the equipment condition and remedy. Daikin Applied shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Daikin Applied upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Daikin Applied's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Daikin Applied, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Daikin Applied, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which Daikin Applied is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Daikin Applied may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Daikin Applied shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Daikin Applied any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Daikin Applied and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure



to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Daikin Applied shall have the right to suspend its work at no penalty to Daikin Applied until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Daikin Applied reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Daikin Applied personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Daikin Applied shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Daikin Applied.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Daikin Applied.
13. In the event that Daikin Applied is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Daikin Applied's control, Customer shall pay Daikin Applied for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Daikin Applied rates for performing such services.
14. Daikin Applied shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of Daikin Applied, Daikin Applied shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. Daikin Applied shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Daikin Applied. In no event will Daikin Applied's liability for direct or compensatory damages exceed the payment received by Daikin Applied from customer under the instant agreement.
16. Daikin Applied extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Daikin Applied expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Daikin Applied. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.



KANSAS CITY MECHANICAL, INC.

6822 Kansas Avenue- Kansas City, KS 66111

PH: (913) 334-1101 FAX: (913) 334-1201

E-Mail: fred@kcmechanical.net

~ *WBE Certified Contractor* ~



TO: Planters II
Attn: Glenn Young
E-Mail: gyoung@firstcity.org

Date: 5/22/2019
Bid For: Repair/Replace AHU in North Mechanical Room

A. **PRICE** – Our total cost to perform the work described in this proposal is broken down as follows:

Description	Type	Amount
North Mechanical Room Make-Up Air Unit & Preheat Loop Pump Replacement	Base	\$51,849.00
Add for Bond	Add	1%

B. **INCLUSIONS -**

1. Demo Make-Up Air Handler (MAU-2) in North Mechanical Room
2. Demo Failing Preheat Loop Pump
3. Furnish and Install New MAU
4. Furnish and Install New Preheat Loop Pump
5. Perform Functional Test of MAU-2, Loop Pump, and Components
6. Prevailing Wage
7. KC Mechanical, Inc. will place our own generated trash in a dumpster provided by others.

C. **EXCLUSIONS -**

1. BAS Controls (Reuse existing)
2. Chemical Treatment
3. Duct Cleaning
4. Sales Tax
5. Temporary Heating and Cooling
6. Test and Balance

Estimator: *Fred Bannock*

Specifications
Replacement of North Mechanical Room Make-Up Air Unit and
Preheat Loop Pump– Planters II

Exhibit A: These specifications set forth replacement of the North Mechanical Room Make-Up Unit and Preheat Loop Pump at Planters II.

The RFQ amount tendered shall include:

1. Disconnect, disassemble and remove Make-Up Air Handler (MAU-2) in north mechanical room.
2. Disconnect and remove failing Preheat Loop Pump.
3. If necessary, enlarge west interior wall opening to accommodate new Daikin MAU.
4. Install and connect new MAU.
5. Install and connect new Preheat Loop Pump.
6. Perform functional test of MAU-2, Loop Pump & components.
7. Contractor will place all generated trash in a dumpster provided by LHA.
8. RFQ must include Prevailing Wage in accordance with the attached Davis Bacon Wage Rate schedule.

Contractors quote must include all necessary labor, supervision, tools, vehicles, equipment, material, supplies and other services necessary to complete the contract.

Contractors RFQ must include all requested materials, appliances, etc.

LHA strongly encourages all interested parties to visit the site to ensure accurate proposals.

Specifications Statement of Work

I. Description of Work:

This project is intended to remove and replace the North Mechanical Room Make-Up Air Handler Unit & Preheat Loop Pump at Planters II/Leavenworth Housing Authority; a ten story high rise for elderly persons and persons with disabilities.

Planters II has 105 residential units with a population that is dependent upon the entrance and exit doors located on the main floor. All entrances/exits shall not be blocked at one time. At least one entrance/exit shall be available for the resident population to use.

The resident population at Planters II is entitled to the normal repose associated with one's home. Contractors shall instruct all workers on site to refrain from loud music, cursing, and other such interference with tenants.

II. Notice:

The above outline of principal features does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor and materials required by the specifications referred to herein.

III. General Contract Requirements:

1. Request for Quotation (hereafter, RFQ): The Leavenworth Housing Authority, City of Leavenworth, Kansas (hereafter, LHA) invites RFQ's on the form attached hereto, all blanks of which must be appropriately filled in. RFQ's must be submitted to Andrea Cheatom, Housing Manager, City of Leavenworth, Leavenworth Housing Authority, 200 Shawnee Street, Leavenworth, KS 66048.
2. Preparation of RFQ: Each RFQ shall be submitted on the prescribed form. All blank spaces for RFQ prices shall be completed in ink or typewritten. The Contractor need not submit the scope of any of the specification materials with his or her RFQ.
3. Qualification of Offeror: LHA may make such investigation as deemed necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the City all such information and data for this purpose as LHA may request. LHA reserves the right to reject any RFQ if the evidence submitted by, or investigation of, such offeror fails to satisfy LHA that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
4. Obligation of Offeror: At the time of submitting an RFQ each offeror will be presumed to have inspected the premises and to have read and to be thoroughly

familiar with the plans and contract documents (including all addenda). The failure or omission to examine any form, instrument or document shall in no way relieve any offeror from any obligation in respect to his or her RFQ.

5. Laws & Regulations: The offeror's attention is directed to the fact that all applicable requirements for Capital Fund Projects established by the U.S. Department of Housing & Urban Development (hereafter, HUD), any Kansas laws, all municipal ordinances and any rules and regulations of all authorities having jurisdiction over the project shall apply to contract throughout, and they shall be deemed to be included in the contract the same as though herein written out in full.
6. Award of Contract: LHA reserves the right to accept the RFQ which, in its judgment, is the lowest responsive RFQ; to reject any or all RFQs; and to waive irregularities or informalities in any bid. RFQs received after the specified time of closing shall be returned.

LHA also reserves the right to reject the RFQ from any contractor who has previously failed to perform properly, or to complete on time contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors, material suppliers, or employees.

7. Insurance: Simultaneously with his/her delivery of the executed RFQ the Contractor and all Subcontractors shall furnish to the Leavenworth Housing Authority a certificate of liability insurance naming LHA and the City of Leavenworth, Kansas as an additional insured. All insurance shall be carried with companies which are financially responsible and rated B+VI or higher by the A.M. Best Co. or equivalent and authorized to do business in the State in which the development is located. Contractor insurance shall include:
 - A. Automotive and Demolition \$500,000 each occurrence
 - B. Personal Injury \$500,000 each occurrence
 - C. Property Damage Liability \$500,000 occurrence
 - D. Workers' Compensation, in accordance with State or Territorial Workers' Compensation laws, for all employees engaged under the modernization contract.
8. Permit: A Building Permit, if necessary, is to be obtained from the Building Inspector Office, City Hall.

9. Notice to Proceed, Work Completion: The date on the notice to proceed will determine the start of the contract term. The contractor shall complete all work within 30 calendar days from the start date on the Notice to Proceed. No exclusion for weekend days or holidays shall be made and because the work will be performed indoors, no exclusion for inclement weather or other delays are anticipated. In the case of an unforeseeable catastrophe, the contractor may make a written request for extension to be approved by the Executive Director after third party verification of the reason or need for such extension. Any such extension shall be reported to the LHA Commission and shall establish a new termination date. Should the contractor fail to complete the work within the required or amended contract term, fifty dollars (\$50) per day shall be assessed against the Contractor for each day that the work shall remain incomplete.
10. Notification: Reasonable effort shall be made by LHA staff or Contractor to notify the residents when specified work shall be performed on their apartment and/or hallway/laundry room.
11. Work Processes: The Contractor is responsible for dust control. Use all means necessary to control dust on and near the work area and near the closest affected apartment units.

All contractor equipment shall be placed in storage at the end of each workday and shall be used in such a manner to cause minimal interference with resident use of the lobbies and commons areas between 8:00 a.m. and 8:00 p.m. Storage areas using common hallway and lobby spaces shall be approved by the Project Manager.

Contractor may use LHA utilities as required to complete the work including the LHA dumpster for standard waste. Any hazardous materials, oil wastes and motor parts shall be disposed of by the contractor in accordance with standards established for such materials.

Employees may use the public bathroom facilities located on the first floor. Employees shall be instructed that they are not to use, nor shall they be allowed to ask to use, tenant restroom or kitchen facilities.

12. Damage to LHA property: The Contractor shall be held responsible for any damage to LHA property including structure, lawn spaces, sidewalks, parking lots, signs and resident units resulting from his operation and shall repair or replace any such damage to the resident's or Project Manager's satisfaction at no additional cost to the City of Leavenworth. Where such damage is disputed, LHA and LHA's insurance carrier will file the appropriate claim with the contractor's insurer. In no event shall the contractor allow materials under his control to be thrown from the building.

13. Payment: Payments shall be made through an executed invoice for work performed after work is completed and inspected. LHA shall verify the work performed and authorize payment after the Contractor completes all work and a final inspection from the Building inspector (if necessary) with concurrence of the Housing Manager and the LHA Executive Director.
14. Attachments: All Contractors are to comply with the required attached documents consisting of:
- a. Table 5.1, Handbook No. 7460.8 REV 2;
 - b. Davis-Bacon wage decision, Decision No. KS080007,
 - c. HUD Form 5370, General Conditions for Construction Contracts – Public Housing Programs
 - d. HUD Form 5369, Instructions to Bidders for Contracts
 - e. HUD Form 5369-A, Representations, Certifications, and Other Statements of Bidders
15. Components: Mechanical and plumbing plans are available upon request. These documents are incorporated by reference as though written in full herein.

**I have read the contract requirements
And agree to all provisions stated therein:**

Contractor

City

General Decision Number: KS190053 04/12/2019 KS53

Superseded General Decision Number: KS20180058

State: Kansas

Construction Type: Building

County: Leavenworth County in Kansas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	03/22/2019
3	04/12/2019

ASBE0027-005 08/16/2017

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (MECHANICAL (Duct, Pipe & Mechanical System Insulation)).....	\$ 35.50	25.75
--	----------	-------

BRKS0015-011 06/01/2018

Rates Fringes

TILE SETTER.....	\$ 35.16	14.02
------------------	----------	-------

BRKS0015-012 04/01/2017

Rates Fringes

BRICKLAYER.....\$ 34.74 19.56

BRKS0015-014 06/01/2018

Rates Fringes

TILE FINISHER.....\$ 17.04 .81

CARP0315-003 05/01/2014

Rates Fringes

CARPENTER (Acoustical Ceiling Installation Only).....\$ 36.05 15.05

CARP0315-004 05/01/2014

Rates Fringes

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging and Floor Laying Carpet).....\$ 36.05 15.05

CARP1181-001 05/01/2015

Rates Fringes

CARPENTER (Floor Laying-Carpet Only).....\$ 34.32 15.75

ELEC0124-011 08/27/2018

Rates Fringes

ELECTRICIAN (Excludes Low Voltage Wiring).....\$ 39.45 22.51

ELEV0012-004 01/01/2019

Rates Fringes

ELEVATOR MECHANIC.....\$ 48.41 33.705+a+b

a. VACATION PAY: 6% for 6 months to 5 years service; 8% with 5 or more years of service.

b. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0101-043 04/01/2016

Rates Fringes

POWER EQUIPMENT OPERATOR:

Crane.....\$ 38.44 15.97
Forklift.....\$ 36.29 15.97
Grader/Blade.....\$ 37.63 15.97
Oiler.....\$ 32.08 15.97
Paver (Asphalt, Aggregate, and Concrete).....\$ 38.44 15.97

IRON0010-032 04/01/2018

Rates Fringes

IRONWORKER (Ornamental, Reinforcing and Structural).....\$ 33.30 29.44

LAB01290-011 04/01/2018

Rates Fringes

Laborers: (Asphalt, Includes Raker, Shoveler, Spreader and Distributor).....\$ 31.39 15.63

LAB01290-013 04/01/2018

Rates Fringes

LABORER Mason Tender - Brick.....\$ 28.85 16.10

PAIN0558-006 05/13/2017

Rates Fringes

GLAZIER.....\$ 33.97 18.25

PAIN2012-009 04/01/2017

Rates Fringes

PAINTER (Spray).....\$ 30.46 16.96

PAIN2012-010 04/01/2017

Rates Fringes

PAINTER (Drywall Finishing/Taping).....\$ 30.34 16.96

* PLAS0518-017 04/01/2019

Rates Fringes

PLASTERER.....\$ 32.29 18.26

PLUM0008-020 06/01/2018

Rates Fringes

PLUMBER.....\$ 45.34 21.39

PLUM0533-013 06/01/2018

Rates Fringes

PIPEFITTER (Including HVAC Pipe, Unit, and Installation of HVAC Electrical/Temperature Controls).....\$ 46.28 21.15

ROOF0020-021 06/01/2018

Rates Fringes

ROOFER.....\$ 32.95 18.89

SFKS0314-002 01/01/2019

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....\$ 38.74 21.12

SHEE0002-011 07/01/2017

Rates Fringes

SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 40.90 21.93

TEAM0541-010 04/01/2018

Rates Fringes

TRUCK DRIVER (Lowboy Truck).....\$ 33.24 14.25

TEAM0541-011 04/01/2018

Rates Fringes

TRUCK DRIVER (Semi-Trailer Truck).....\$ 33.24 14.25

SUKS2015-022 07/08/2015

Rates Fringes

CARPENTER (Drywall Hanging Only).....\$ 30.00 1.62

CEMENT MASON/CONCRETE FINISHER...\$ 25.93 11.62

ELECTRICIAN (Low Voltage Wiring Only).....\$ 32.91 18.15

LABORER: Common or General.....\$ 25.49 12.95

LABORER: Concrete Saw (Hand Held/Walk Behind).....\$ 28.44 11.60

LABORER: Landscape.....\$ 12.48 0.00

LABORER: Mason Tender - Cement/Concrete.....\$ 17.86 1.01

OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 33.85 13.87

OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 33.53 13.66

OPERATOR: Bulldozer.....\$ 33.12 13.96

OPERATOR: Loader.....\$ 30.35 12.04

OPERATOR: Roller.....\$ 32.18 13.49

PAINTER (Brush and Roller).....\$ 23.69 9.39

SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 38.39	17.73
TRUCK DRIVER: Dump (All Types)...\$ 28.58	11.22

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**POLICY REPORT FD #2019-01
REQUEST FOR APPROVAL TO RENEW THE RECIPROCAL INVESTIGATION
INTER-LOCAL AGREEMENT BETWEEN THE EASTERN KANSAS MULTI-COUNTY
TASK FORCE AND THE CITY OF LEAVENWORTH**

June 25, 2019

Prepared by:


Gary Birch
Fire Chief

Approved by:


Paul Kramer
City Manager

ISSUES:

Consider approval of the Reciprocal Investigation Inter-Local Agreement between the Eastern Kansas Multi-County Task Force (EKMCTF) and the City of Leavenworth Fire Department. The original agreement was approved in 1993 and did not include Miami County which commission approved in March 2018. This new agreement has been revised and reformatted. This agreement will not need to go to the Attorney General for review, be filed with the Secretary of State, and the Deed Office for each county every time a new county becomes a member. In addition, each agency participating agrees to respond with fire investigators who meet certification standards of K.A.R 22-19-2 or NFPA 1033.

BACKGROUND:

The Leavenworth Fire Department has maintained a long working relationship with the EKMCTF. The EKMCTF is comprised of fire departments and law enforcement agencies located within the Kansas counties of Johnson, Leavenworth, Wyandotte, and Miami. Pursuant to K.S.A. 12-2904, this agreement facilitates inter-local assistance with investigations of fires and explosions when needed. Both parties agree to assist with personnel, apparatus, and equipment as requested provided the responding agency has resources available. There will be no cost to either party for utilizing said agreement.

RECOMMENDATION:

It is the recommendation of staff to renew this inter-local agreement with the Eastern Kansas Multi-County Task Force.

Attached: Reciprocal Investigation Inter-Local Agreement with EKMCTF

EASTERN KANSAS MULTI-COUNTY
TASK FORCE

RECIPROCAL INVESTIGATION INTERGOVERNMENTAL LOCAL AGREEMENT

This Agreement made is entered into this _____ day of _____ 2019, between the Eastern Kansas Multi-County Task Force and the City of Leavenworth, Kansas, (Participating Member).

Whereas, it is in the interest of the public health, safety, and welfare, for public agencies of the State of Kansas to assist each other in the thorough and prompt investigations of fires and explosions; and

Whereas, this Agreement is between municipalities, within the meaning and definition of KSA 12-2908, to perform a governmental service.

These parties mutually agree as follows:

1. The Eastern Kansas Multi-County Task Force is an organization whose purpose is to provide an investigation group of personnel to support an agency or district within the Eastern Kansas Multi-County Task Force group when needed.
2. The Participating Member hereby agrees to participate in the Eastern Kansas Multi-County Task Force and to comply with the Constitution and By-Laws and the Activation Protocol of the Eastern Kansas Multi-County Task Force, as each may be amended from time to time.
3. Each member of the Eastern Kansas Multi-County Task Force group shall furnish to the other members investigation equipment and personnel and assist in investigating fires and explosions, where such fires and explosions are beyond the investigative capacities of a member and the member requests assistance, as determined by fire chiefs, and/or police chiefs responsible for the investigation of the incidents, subject to the following terms and conditions:
 - a. When making a request for assistance, each member shall provide a written request to the Eastern Kansas Multi-County Task Force group for the necessary fire or law enforcement assistance.
 - b. Each member which agrees to provide responding fire investigators, shall provide personnel meeting the certification requirements of K.A.R 22-19-2 or the NFPA 1033 standard for professional qualifications.
 - c. No member shall be obligated hereby to furnish equipment or personnel under such circumstances as would put at risk the obligation to provide fire protection to its primary area. This determination is within the discretion of the responding member fire chief.
 - d. No member shall be obligated hereby to furnish equipment or personnel under such circumstances as would put at risk the obligation to provide police protection to its primary area. This determination is within the discretion of the responding member police chief.
 - e. Participating Member shall not be responsible for any loss, damage, or injury caused by or resulting from acts or omissions of other agencies through participation in the Eastern Kansas Multi-County Task Force.

f. Participating Member shall be responsible for all cost and liability of its personnel when participating in the Eastern Kansas Multi-County Task Force and shall maintain suitable liability and workers compensation coverage.

4. This Agreement shall continue perpetually, provided, either party may terminate this Agreement on a thirty (30) calendar day written notice to the other.

5. Participating Member agrees no compensation will be payable for furnishing personnel and/or equipment as contemplated by this Agreement.

6. This Agreement shall not run in favor of or inure to the benefit of any liability insurer or third party. There shall be no third-party beneficiaries to this Agreement.

7. Any damage, loss or liability of Participating Member is subject to the immunity and provisions of the Kansas Tort Claims Act, KSA 75-6101 et seq., and amendments thereto, as construed by the courts of the State of Kansas. Participation in this Agreement does not constitute a waiver of and is conditioned upon the continued application of the Kansas Tort Claims Act to any act in furtherance of this Agreement.

Accepted and agreed to by the Participating Member, and the Eastern Kansas Multi-County Task Force effective the date written above.

Eastern Kansas Multi-County Task Force

By 
Corey Sands, Chairperson

Participating Member
City of Leavenworth, Kansas

By _____

Mayor

Attest:

By _____

Approved as to form:

By _____

**POLICY REPORT PWD NO. 19-32
CONSIDER DESIGN CONTRACT WITH WATER RESOURCE SOLUTIONS
FOR THE INDEPENDENCE COURT BANK STABILIZATION PROJECT**

City Project 2018-896

June 25, 2019

Prepared by:



Michael G. McDonald, PE
Director of Public Works

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider a design contract for the Independence Court Bank Stabilization Project with Water Resource Solutions (WRS).

BACKGROUND:

City staff was contacted by the owner of 1421 Independence Court in August of 2018. She was concerned over the continued erosion and movement of a branch of Five-Mile Creek toward her house. A review by City staff determined that the top of the creek bank has moved 20 - 30 feet in the last 20+ years toward the houses on Independence Court. This location (1421-1425 Independence Court) has a sanitary sewer "at risk" from the continued erosion. Continued erosion and creek-bank stability issues provide an increasing risk of a significant sanitary sewer break that would require emergency action to repair.

Staff contracted with WRS to complete a study and prepare a report that looked at the general situation of the creek between 14th/New Lawrence Road upstream to 19th Terrace/Thornton. The report was reviewed by the City Commission at the May 21st meeting and is available on-line at the link below:

https://leavenworth.teamaha.com/sites/default/files/fileattachments/city_manager/page/9034/independence_court_streambank_stabilization_preliminary_study.pdf

On May 21, 2019 the City Commission recommended proceeding to a design contract with WRS for the stabilization of "Reach 6, Option1" as identified in the report. This option focuses on grade control and rip-rap repairs in the vicinity of Independence Court (approximately 850 feet) and is expected to cost approximately \$500,000-600,000 to construct.

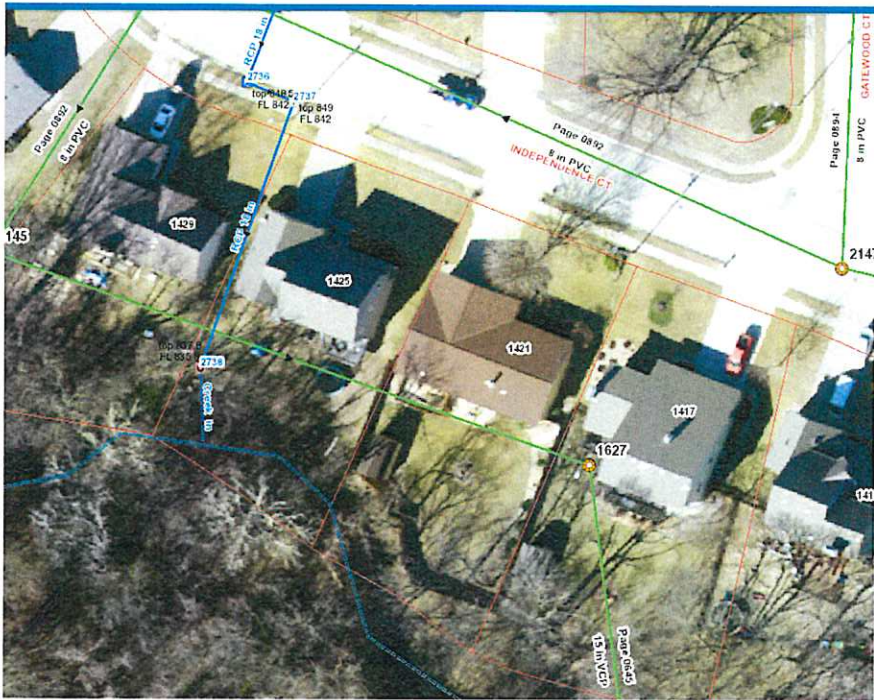
The design effort is complicated due to the difficult terrain, including the need to design adequate access to the site. A substantial and complete design is necessary to ensure that the work will withstand the forces of the creek and ensure long-term protection of the sewer line and the houses. There is also a public outreach effort with two neighborhood meetings as well as presentations of the final design to the City Commission if necessary included in the contract.

Staff has discussed possible variations on the general design direction with WRS engineers. No meaningful alternatives were identified. The actual limits of the construction are determined by engineering factors and may be adjusted after the actual field survey is completed. There is no expectation that substantial revisions will be recommended.

RECOMMENDATION:

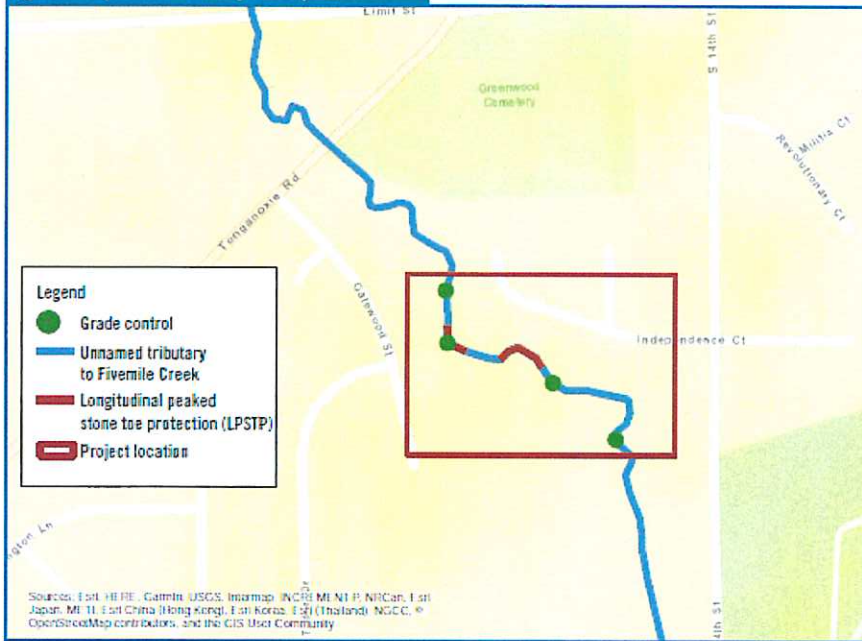
Staff recommends that the City Commission approve the contract with Water Resource Solutions for the design of the Independence Court Bank Stabilization Project in an amount not to exceed \$101,833.00

ATTACHMENTS:
WRS Contract



**Tributary to 5-Mile Creek from 14th/New Lawrence Road to 19th Terrace/Thornton
“Reach 6 - Option 1”**

Figure 25. Proposed locations of option 1 improvements



**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 19, 2019 (“Effective Date”) between
City of Leavenworth, Kansas, 100 N. 5th Street, Leavenworth, Kansas 66048 (“Owner”)
and Water Resources Solutions, LLC (“Engineer”)
Engineer agrees to provide the services described below to Owner for Independence Bank Stabilization (“Project”).

Description of Engineer’s Services: See attached Scope of Services.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount

equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.
 - 3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or

in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 101,833.00

B. Not Used

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: 

Donald W. Baker, P.E., D. WRE

Title: _____

Title: Owner

Date Signed: _____

Date Signed: June 19, 2019

License or Certificate No. and State KS 14258

Address for giving notices:

Address for giving notices:

100 N. 5th Street

3515 W. 75th Street, Suite 208

Leavenworth, Kansas 66048

Prairie Village, Kansas 66208

**CITY OF LEAVENWORTH, KANSAS
INDEPENDENCE COURT STREAM STABILIZATION PROJECT**

PROJECT UNDERSTANDING

The City of Leavenworth (City) requested Water Resources Solutions (WRS) to conduct a stream stability assessment of the unnamed tributary to Fivemile Creek adjacent to homes along Independence Court threatening private property and an existing sanitary sewer line owned by the City. WRS previously provided a report to the City Entitled "Independence Court Streambank Stabilization Feasibility Study" (Report). The City directed WRS to further refine Reach 6 – Option 1 in the report. This scope of work includes items necessary to develop plans specifications and engineer's estimate for this project. A location map of the project area is shown in Figure 1 below.

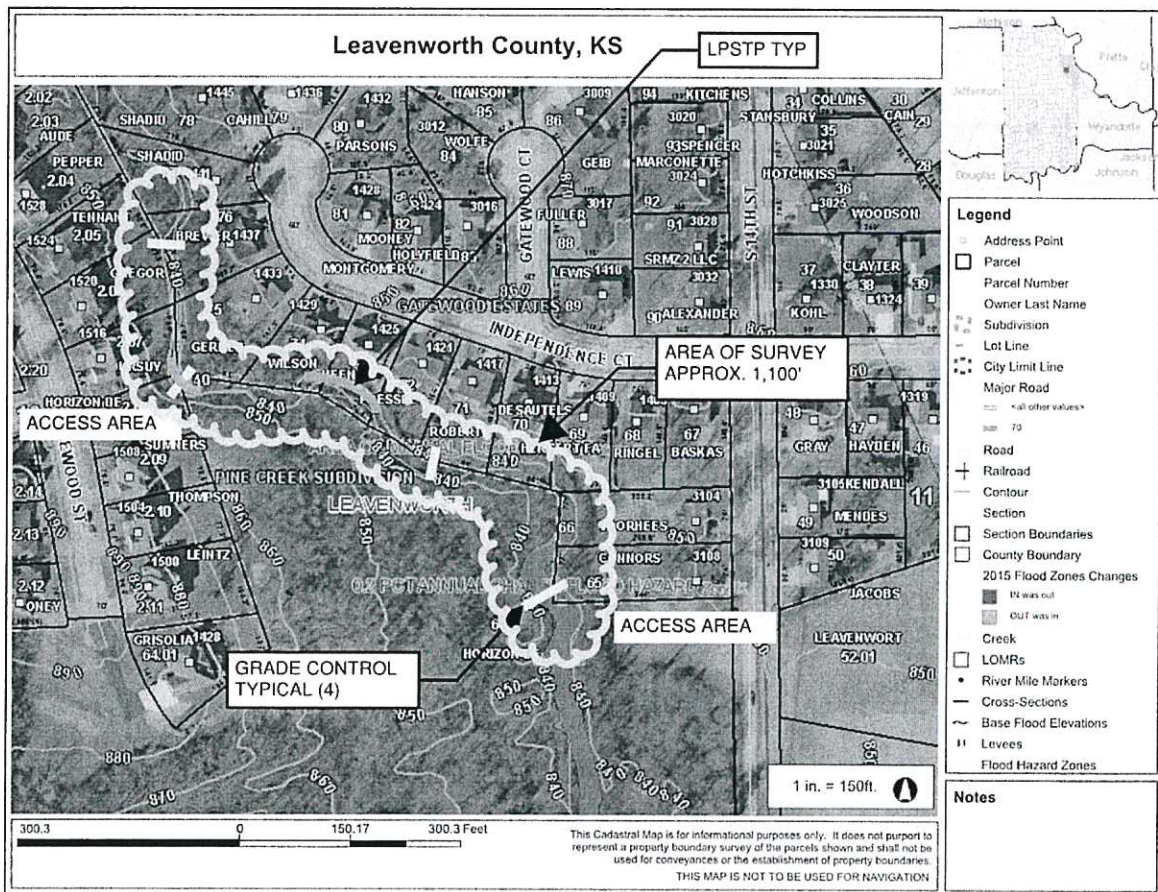


FIGURE 1: INDEPENDENCE COURT PROJECT AREA

WRS proposes the following major items as part of this scope of engineering services:

1. Coordinate all activities of the design team
2. Coordinate field survey of the Independence Court Project Area
3. Coordinate geotechnical evaluation for Independence Court Project Area
4. Develop Plans Specifications and Estimates (PSE) for Independence Court Project Area
5. Obtain and coordinate required permits

6. Assist the City with bidding services

Upon receiving the notice-to-proceed, WRS will provide the services identified in this Scope. Other requested services not described in this scope may be added as an amendment to the contract.

1.0 COORDINATE ALL ACTIVITIES OF THE DESIGN TEAM

WRS will coordinate all the activities of our design team, which include team coordination and meetings, meetings with the City, site activities, design documentation, design PSE, and answering questions during bidding.

FIELD INVESTIGATION

2.0 CONDUCT FIELD INVESTIGATION FOR THE UNNAMED TRIBUTARY AS SHOWN IN FIGURE 1 (PROJECT AREA)

WRS has selected Affinis to assist the design team with the design topographic survey of the project area and preparation of easement documents. The topographic survey will be used as the basemap for the project construction plans. Affinis' scope and fee are provided as an attachment to WRS's scope for information.

WRS has selected Geotechnology, Inc. to assist the design team with the geotechnical investigation for the project. The geotechnical investigation will include geotechnical borings and testing. The information from the borings and testing will identify the location of bedrock in the project area and assist in the stability analysis of the streambanks. Geotechnology's scope and fee are provided as an attachment to WRS's scope for information.

- 2.1 WRS will coordinate with the City and Affinis during surveying operations.
- 2.2 WRS will coordinate with the City and Geotechnology during geotechnical operations
- 2.3 WRS will field check and incorporate the survey into the design plans
- 2.4 WRS will review the geotechnical information and report and work with Geotechnology to determine any special conditions that may affect the design of permanent stream structures and bank treatments. We will inform the City of findings from the geotechnical report and special considerations.

3.0 PRELIMINARY DESIGN, PLANS SPECIFICATIONS AND ENGINEER'S ESTIMATE(S) (PSE)

WRS will complete Preliminary Plans Specifications and Engineer's Estimate(s) (PSE) for the project.

WRS anticipates bi-weekly meetings with you to keep you updated regarding our progress, discuss issues regarding the design and answer ongoing questions you may have regarding the project.

- 3.1 The WRS team will perform Preliminary Design that will include access routes for the contractor, stream stability items, such as LPSTP, Grade Control Structures and Grading.

- 3.2 The WRS team will develop Preliminary Construction Plans that will include the key components of the design with appropriate layout of the project area including dimensions, grading, elevations, and area of disturbance.
- 3.3 WRS will develop a list of technical specifications and special conditions to include in the City's project manual. Special Conditions will include any item that deviates from standard specifications. WRS will utilize the American Public Works Association (APWA) Standard Specifications as applicable to the project.
- 3.4 WRS will develop a preliminary engineer's estimate for the project with a contingency appropriate for this level of planning.
- 3.5 WRS will conduct a thorough quality control review of the PSE to make sure all engineering assumptions are sound and to reduce any errors and/or omissions.
- 3.6 WRS will conduct a "plan in hand" field review of the preliminary plans with the City on site. The USACE may also be included at this time for the greatest benefit to the City and the project. At this meeting, we will provide the City with the preliminary documents for review and comment.
- 3.7 WRS will conduct an information meeting with the City and property owners to inform them of the features of the planned project. We anticipate that the City will coordinate the time and location of the informational meeting and that WRS will provide at least three sets of preliminary plans for the participants to review, a sign-in sheet and feedback forms. WRS will provide two engineers to attend this informational meeting.

4.0 FINAL DESIGN PLANS SPECIFICATIONS AND ENGINEER'S ESTIMATE(S)

- 4.1 The WRS team will incorporate the City's preliminary design review comments as appropriate and develop final construction plans that will include the key components of the design with appropriate dimensions, grading, elevations and easements. The final construction plans will include additional callouts, details and information that refine the preliminary plans.
- 4.2 WRS will develop technical specifications and special conditions to include in the City's project manual. The WRS design team will begin working with the City to draft the Project Manual for the project.
- 4.3 WRS will refine the engineer's estimate for the project. We will work with our design team and the City regarding any special considerations for appropriate unit costs.
- 4.4 WRS and our other team members will conduct a thorough quality control review of the PSE to make sure the plans, specifications and estimates are complete and accurate in order to reduce any errors, omissions and change orders. We will provide the City with the final PSE documents for review and comment.

5.0 FINAL CONSTRUCTION DOCUMENTS

- 5.1 The WRS team will incorporate the City's final review comments as appropriate and develop final construction documents that may be issued for bidding.
- 5.2 WRS will refine and finalize the Project Manual for the project.
- 5.3 WRS will refine the engineer's estimate for the project.

- 5.4 WRS and our other team members will conduct a thorough quality control review of the construction documents to make sure the plans, specifications and estimates are complete and accurate in order to reduce any errors, omissions and change orders. We will provide the City with the construction documents for bidding.
- 5.5 WRS will conduct an information meeting with the City and property owners to inform them of the features of the planned project. We anticipate that the City will coordinate the time and location of the informational meeting and that WRS will provide at least three sets of construction plans for the participants to review and a sign-in sheet. WRS will provide two engineers to attend this informational meeting.

6.0 REGULATORY PERMITS AND APPROVAL

WRS will complete the permitting applications and make submittals for the project to the regulatory branch of the U.S. Army Corps of Engineers (USACE) Kansas City District. We anticipate a Nationwide Permit 13 would authorize a project such as this and have based our scope of services on this. If the USACE requires an individual permit for the project, WRS will inform the City immediately regarding any additional time that may be necessary for an individual permit action.

- 6.1 We will complete the USACE Section 404 Permit application and make the submittal to the Kansas City District Regulatory Branch. We will answer any questions and respond to requests for additional information from USACE.

7.0 UTILITY COMPANY COORDINATION

- 7.1 WRS will submit the Preliminary Plans to the utility companies to make them aware of the project and determine how they plan on addressing any conflicts.
- 7.2 WRS will continue to coordinate with the utility companies throughout the project.

8.0 ASSIST THE CITY WITH BIDDING SERVICES

- 8.1 WRS's team will assist the City with putting together the advertisement and issuing the bid package.
- 8.2 WRS's team will attend a pre-bid meeting at the City's office and take meeting minutes.
- 8.3 WRS's team will assist the City with answering contractor questions during bidding.
- 8.4 WRS's team will assist the City with issuing addenda during bidding.
- 8.5 WRS's team will assist the City with reviewing the bids.

Additional Services

Services not covered under this scope of services will be considered Additional Services and will be negotiated as an amendment to this scope of services and contract. Additional services could include meetings, additional submittal requirements, additional construction services, etc.

POLICY REPORT PWD NO. 19-33

CONSIDER APPROVAL OF CONTRACT FOR
PAVEMENT EVALUATION

June 25, 2019

Prepared by:



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

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider Proposals for 2019 Pavement Evaluations by Stantec Consulting Services.

BACKGROUND:

The City of Leavenworth has had an annual Pavement Management Program for many years. The basic program elements are pavement evaluations, design, construction, and inspection.

For many years the City hired consultants to perform pavement evaluations. Prior to 2014, the City was able to inspect between 33% and 25% of our streets annually due to the budget and the time needed to inspect all streets. In 2014 and 2015 budget restrictions eliminated the inventory work entirely. Accurate and timely evaluations are important as they allow staff to analyze our pavement inventory, evaluate the impact of pavement management activities and plan future resurfacing projects and street improvements.

Advances in technology have created systems where pavement evaluations can be performed by mobile high-tech vehicles using lasers, GPS, high-definition digital imagery and other sensors. This process creates an objective pavement rating rather than relying on varying skill levels of different individuals. There is a significant cost savings by using technology to perform pavement evaluations instead of staff time or other contractual methods.

In 2016 the City contracted with Stantec Consulting Services, Inc. (Stantec) to evaluate all streets in the City of Leavenworth in one year with the new technology rather than evaluating only a percentage of the streets each year. This provided the opportunity for staff to review previous annual evaluations and compare those prior "subjective" results to an "objective" pavement condition report, and provide staff current City-wide results as a baseline for comparing future pavement maintenance results.

The results of the Stantec study in 2016 was that the City established an aggressive Three-Year Plan to address a large number of streets with "fair" ratings from deteriorating further. The large Granite Seal contracts were the primary method used in addressing these streets in the years 2017 through 2019.

The staff's intent in 2016 was to re-evaluate the entire City in 2019 using similar methods. The new Stantec Pavement Summary Report will be used by staff and the design engineers to evaluate the effectiveness of the recent program and create the direction for the next three-year cycle of the Pavement Management Program. This plan is expected to continue the goal of improving street conditions with an emphasis on bringing the City's overall street PCI (Pavement Condition Index) rating up to a range of 65 – 75 (fair to satisfactory).

The 2019 evaluation will provide at least the following information:

- Current City-wide street conditions and better integration of the data into the GIS.
- Recommend basic direction for future projects and project type.

- Allow staff to evaluate the impact of Pavement Management activity (mostly Granite Seal efforts) between 2016-2019.

Work is expected to begin in September, and take about a week to complete. The data will be processed by Stantec and delivered later in the fall to be used as part of the 2020 Pavement Management Program decisions.

RECOMMENDATION:

Staff recommends that the City Commission approve the Proposal submitted by Stantec Consulting Services, Inc. for performing pavement evaluations in the amount of \$40,000.

POLICY:

The procurement of professional services is not strictly a "bid" process and the Commission can award the contract based on the best value to the City.

ATTACHMENTS:

Stantec Scope of Services



Stantec Consulting Services Inc.
1000 Young Street Suite 470, Tonawanda NY 14150-4100

June 17, 2019
File: 174581068.012.240

Attention: David C. Griffith, GIS Coordinator
City of Leavenworth, Kansas
100 N 5th St, Leavenworth, KS 66048

Dear Mr. Griffith,

Reference: City of Leavenworth Automated Pavement Condition Assessment

As per our recent discussions, Stantec Consulting Services Inc. is pleased to provide the following scope of services to conduct a pavement condition survey, for the City of Leavenworth, Kansas.

PROJECT OVERVIEW

The primary goal of this assignment is to assess the pavement condition of City-maintained streets. The project would consist of a pavement condition evaluation, using Stantec's RT3000 automated pavement data collection technology. The pavement condition data would be collected and subsequently processed and analyzed, to determine a Pavement Condition Index (PCI) for all City maintained streets. In addition to the pavement condition survey, right-of-way imagery will be collected to provide a panoramic view of the City streets.

PAVEMENT DATA COLLECTION

Stantec's Road Tester 3000 (RT3000) incorporates the latest in mobile laser, GPS, and crack recognition technology. The RT3000 is a fully mobile solution, specifically developed to accurately and efficiently collect pavement condition data. Integrated with lasers, inertial GPS, and high-definition digital imagery, the RT3000 can simultaneously collect pavement profile, rutting, surface distress, roadway geometrics, pavement and ROW imagery, and infrastructure assets.



Stantec's Laser Road Imaging System (LRIS) is composed of two high-resolution linescan cameras and narrow spectrum (non-visible) infrared laser illuminators that are configured to capture pavement imagery up to 13 feet in width, providing 1mm resolution, at traffic speeds.

The laser illumination of the pavement surface results in the removal of shadows, sun glare, and the effects of pavement texture, thus providing superior resolution of the pavement surface. This technology enables Stantec to capture cracking distresses as low as 1mm in width. The technology excels at providing accurate, low severity distress rating capabilities, which can be used in the development of pavement preservation practices, which is a very cost-effective approach to pavement management.

Design with community in mind

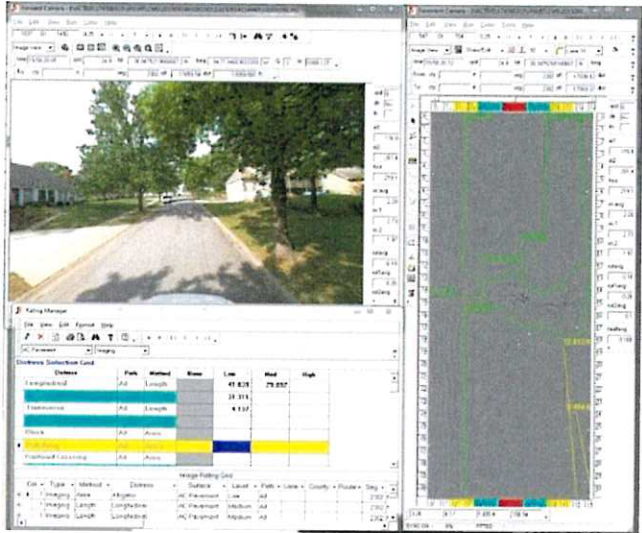
Reference: City of Leavenworth Automated Pavement Condition Assessment

The resulting pavement images are synchronized with corresponding right-of-way images, to provide a full set of digital imagery for accurately assessing the condition of the City roads.

The collected pavement imagery is subsequently post-processed through Stantec's Imaging Workstation, which was designed specifically for pavement surface analysis, using the linescan pavement images and right-of-way images collected by the RT3000 vehicles.

The Imaging Workstation provides an efficient means of managing, analyzing, and maintaining pavement distress data.

Each distress is **measured**, not estimated, and tagged with a linear reference and corresponding GPS coordinates. The distress data is collected continuously and then summarized at the full section level.



Stantec also employs a real time event recording keyboard to capture any distress/attribute information that cannot be assessed by the linescan approach. Stantec technicians **do not** evaluate and quantify any cracking distresses while driving the roads. Rating cracking by means of a windshield approach, or non-linescan pavement view imagery, has proven to be more subjective, and can yield inconsistent results from year to year. Given our experience using various technologies, we feel the linescan image data process is the best method to ensure consistency and repeatability of the results.

DISTRESS RATING PROTOCOLS

Pavement condition is generally evaluated based on the type and amount of pavement defects or distresses. For this project, pavement distresses will be rated in accordance with the *ASTM D6433-11 standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys*, which includes the following distresses.

Each defect or distress is measured on the basis of two components: severity and extent. *Severity* is defined as 'How bad is the defect?' in

ASTM D6433-11 Distresses (Flexible AC Pavements)	
<ul style="list-style-type: none"> Alligator Cracking Bleeding Block Cracking Bumps and Sags Corrugation Depression Edge Cracking Joint Reflection Cracking Lane/Shoulder Drop Off Longitudinal and Transvers Cracking 	<ul style="list-style-type: none"> Patching and Utility Cut Patching Polished Aggregate Potholes Railroad Crossing Rutting Shoving Slippage Cracking Swell Weathering/Raveling

Reference: City of Leavenworth Automated Pavement Condition Assessment

terms of the width or degree of wear associated with the condition. An example of a severity measurement includes the width of a crack.

The second component evaluates the *extent* or *'How much is there?'* in terms of the quantity of the surface the defect covers. Examples of measures used for extent would include the number or length of transverse cracks, length of longitudinal cracking, or the pavement area affected by alligator cracking.

The surface distress data will be processed undergo a Quality Assurance review. An average **Pavement Condition Index (PCI)** will be provided for each roadway section included in the survey.

Roughness and Rutting

The RT3000 incorporates an ASTM E950 *certified* Class I profiler configured to capture longitudinal profile measurements and **International Roughness Index (IRI)** determinations in both wheel paths. The collection of longitudinal profile/roughness data is fully automated. The IRI data is collected continuously and can be summarized at specific intervals, which will be 100-foot intervals, unless the City wishes to reduce the summary interval distance. Typically, the IRI data is expressed in terms of a **Ride Comfort Index (RCI)**, whereby the IRI data is correlated against people's perception of ride quality on a 0 to 100 score.

The specialized profile measurement system, mounted on the front bumper of the RT3000 survey vehicle, employs two sensing devices:

- **Laser Height Sensors** that measure the distance between the vehicle and the pavement surface, while the vehicle is traveling at posted speeds or less.
- **Accelerometers** that measure the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.



The RT3000 will also measure transverse profile and rut depths, using high precision, laser-based, height-measuring sensors. The lasers on either end of the rut bar are angled to provide the complete transverse profile across the traveled lane, without the need for extension pods. Extension pods can pose a hazard to other drivers, cyclists, and pedestrians.

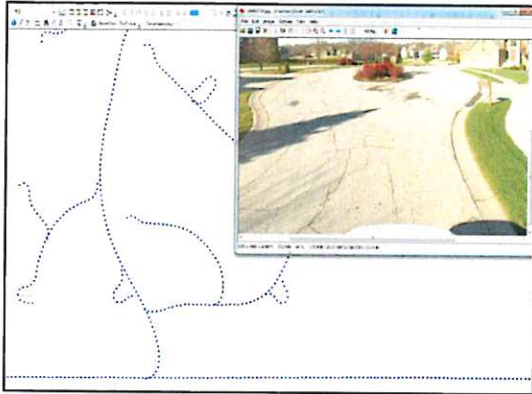
Digital Images

High-resolution digital images will be collected during the pavement condition survey, allowing Stantec to gather additional imagery for distress rating QA/QC, as well as value added deliverables to the City.

Our 360° camera system will be deployed on this assignment. It is composed of six five-megapixel cameras mounted on a singular lever activated support for the collection of individual or panoramic imagery. The resulting image database contains industry standard JPEGs with geo-referenced information.



Reference: City of Leavenworth Automated Pavement Condition Assessment



Images will be extracted at 20-foot intervals and tagged with a GPS. This will facilitate easy linkage to the City's GIS and asset management systems.

PRESENT STATUS REPORT

A final summary report will be provided to the City. The report will describe the pavement condition assessment methodology and summarize the current condition or "Present Status" of the City of Leavenworth's road network. GIS maps and tables of the results, as well as the collected pavement condition data, will be included as part of the final deliverables to the City.

SCHEDULE

It is anticipated that the pavement surveys will be conducted in a timeframe between mid-August to end of September 2019, and the resulting pavement condition results and other project deliverables will be delivered no later than December 31, 2019.

FEE PROPOSAL

The following fee schedule is based on the project scope stated herein. All fees are exclusive of any applicable taxes.

Task #	Task Description	Lump Sum Fee
1	Project Initiation and Survey Set-up	\$6,500
2	RT3000 Crew Mobilization and Calibration	\$2,000
3	Pavement Condition Survey (up to 185 test miles)	\$21,000
4	Data Processing and PCI Determinations	\$6,000
5	Right-of-Way Images at 20ft intervals	\$2,500
6	Present Status Summary Report	\$2,000
Total		\$40,000

NOTE: All fees are Lump Sum. Project will be invoiced monthly on a percent complete basis.

June 17, 2019
David C. Griffith, GIS Coordinator
Page 5 of 5

Reference: City of Leavenworth Automated Pavement Condition Assessment

TERMS AND CONDITIONS

No work will begin on this project until a mutually acceptable contract has been executed between Stantec and the City of Leavenworth. This quotation will remain valid for 90 days.

We trust the above scope and fees will meet with your expectations. We look forward to working with the City of Leavenworth on this assignment.

Regards,

Stantec Consulting Services Inc.




Fred Stephenson B.Sc.
Senior Project Manager, Associate,
Infrastructure Management & Pavement Engineering
Phone: (226) 973-2549
fred.stephenson@stantec.com

ca \vcd1004-110\01620\promotion\proposals\82400\leavenworth_ks\2019\quo_leavenworth_20190617_fin.docx

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE TO
AMENDMENTS TO CHAPTER 122, VEHICLES FOR HIRE
OF THE CODE OF ORDINANCES**

JUNE 25, 2019



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

ISSUE:

Place on first consideration an ordinance amending Chapter 122 of the Code of Ordinances.

BACKGROUND:

At the June 4, 2019 Study Session staff reviewed proposed amendments to Chapter 122, Vehicles for Hire. The amendments include the following.

Updated definitions

Vehicle for hire as used in this chapter shall mean any public passenger motor vehicle, taxicab or shuttle, which is for hire by a passenger for a fee, except that the following shall not be considered:

- Vehicles as defined and operating under K.S.A. 8-2701 et. seq. Transportation Network Companies. (the Uber and Lyft companies)
- Vehicle operated by the Leavenworth County Council on Aging
- Motor buses and motor vehicles engaged exclusively in the transportation of students to and from school, commonly known as school buses.
- Vehicle operated by a person or company and used to transport persons who are the employees, patrons, guests, residents or customers of the person or company and where the provision of such transportation is incidental to the business or such person or company.
- Group riding or an arrangement between individuals whereby they pool their private transportation resources, either by using the personal automobile of one member of the group with the others contributing to the costs of operation same, or by rotating the use of their personal automobiles with joint contributions to the cost by the other members of the group, or when any employer provides transportation for his employees, and for none other, for a charge.

“For Hire” Lights:

- Removal of this requirement

Rates and Fares:

- Removed minimum rates

Distinction between Taxicabs and Limousines:

- The current code make a distinction between Taxicabs and Limousines
- Limousines, as we license them, are actually shuttle services
- Amendments reference “vehicles for hire” instead of two separate distinctions

Insurance requirements:

- Update requirements

Suspension or revocation/Appeal:

- Allow the Police Chief to suspend or revoke a license with appeal to the City Manager

General update:

- Amendment has a general update of the language in the code and rearranged for better flow and reduction of duplicated sections

Photos:

- Applicant is no longer required to provide photos
- For consistency, Clerk’s office staff will take license photos

MVR’s

- Added requirement for applicant to provide a copy of MVR
- The city has always required a copy but it was not written in the code

ACTION:

Consensus to place on first consideration.

ATTACHMENTS:

- Draft Ordinance Chapter 122

(Summary Published in the Leavenworth Times on _____, 2019)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 122 VEHICLES FOR HIRE, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE CHAPTER AMENDED.

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

Section 1. That the Code of Ordinance of the City of Leavenworth, Kansas, Chapter 122, Vehicles for Hire, is hereby deleted in its entirety and amended to read as follows:

Chapter 122 - VEHICLES FOR HIRE

ARTICLE I – GENERALLY

Sec. 122-01 Definitions.

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this chapter, except where the context clearly indicates a different meaning.

City means the City of Leavenworth

City Clerk means the city clerk of the City of Leavenworth or person designated by the city clerk.

Cruising means the continuous or repeated operation over the streets of a vehicle for hire in search of picking up or solicitation of prospective passengers.

Driver's license means the license issued by the City of Leavenworth to the driver of a vehicle for hire.

Meter means an instrument or device attached to the vehicle, which measures the distance driven and the waiting time upon which the fare is based.

Owner's license means a license issued by the City of Leavenworth to the owner of a vehicle for hire.

Police Chief means the police chief of the City of Leavenworth or person designated by the police chief.

Street means street, avenue, boulevard, thoroughfare, trafficway, alley and any other public way for vehicular travel.

Vehicle for hire as used in this chapter shall mean any public passenger motor vehicle, taxicab or shuttle, which is for hire by a passenger for a fee, except that the following shall not be considered:

- (1) Vehicles as defined and operating under K.S.A. 8-2701 et. seq. Transportation Network Companies.
- (2) Vehicle operated by the Leavenworth County Council on Aging
- (3) Motor buses and motor vehicles engaged exclusively in the transportation of students to and from school, commonly known as school buses.
- (4) Vehicle operated by a person or company and used to transport persons who are the employees, patrons, guests, residents or customers of the person or company and where the provision of such transportation is incidental to the business or such person or company.
- (5) Group riding or an arrangement between individuals whereby they pool their private transportation resources, either by using the personal automobile of one member of the group with the others contributing to the costs of operation same, or by rotating the use of their personal automobiles with joint contributions to the cost by the other members of the group, or when any employer provides transportation for his employees, and for none other, for a charge.

Sec. 122-02. Required; fee; term.

No person, whether acting as owner, principal, agent, employee, lessee or licensee, shall operate or permit to be operated upon the streets of the city any vehicle for hire without first having obtained an owner's license or driver's license as provided in this chapter.

Owners and drivers of vehicles for hire licensed under this chapter shall pay to the city clerk a yearly fee for such license, at the time of application for each calendar year or part thereof, as provided in the city fee schedule. Application fees are not prorated, refundable, or transferable except as provide in Sec. 122-34. Such license shall be valid from January 1 to December 31 of each calendar year. All licenses shall be issued by the city clerk with the concurrence and approval of the police chief or their designees.

Sec. 122-03 Stop and inspection.

Vehicles for hire and drivers licensed under this chapter shall be subject to reasonable stop and inspection by the police for conformance with the requirements of this ordinance.

Sec. 122-04 Seating capacity.

No vehicle for hire shall carry a greater number of person, including the driver or operator, than its manufacture rated seating capacity.

Sec. 122-05 Cruising and solicitation of passengers or business.

When not being operated in driving to or in returning from a specific destination while employed in rendering transportation service, vehicles for hire shall be subject to call at the usual place of business maintained by the owner or operator. No vehicle for hire shall be operated over the streets of the city

in service without a specific destination. No owner or driver shall solicit, employ or engage any other person to solicit patronage on the streets, sidewalks or public ways within the city.

It shall be unlawful for the owner, driver or operator to park for the purpose of soliciting business or passengers for hire in any street or alley in the city, except to load or unload such vehicle for hire, and except as hereinafter provided; driver occupied cabs shall be permitted to remain legally parked in the city, for return fare.

Sec. 122-06. Severability.

In the event that any portion or section of this chapter is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, the decision shall in no manner affect the remaining portions or sections of this chapter shall remain in full force and effect.

Sec. 122-07 – 122-30. Reserved.

ARTICLE II – OWNER’S LICENSE

Sec. 122-31 Liability insurance; required; amount; conditions.

- (1) It shall be unlawful to operate a vehicle for hire or permit the same to be operated without proof of continuing liability protection for each vehicle to be operated being on file in the office of the city clerk. The requirement for liability protection shall be as follows:
- (2) The licensee or applicant shall maintain commercial automobile liability insurance on each vehicle with liability limits of at least \$60,000 Combined Single Limit for injury to, or death of, one or more persons, and for damage to property, including baggage or other property of a passenger carried in or on said vehicle, resulting from any single accident, by reason of the carelessness or negligence of the driver or operator of such vehicle, with a property damage deductible, if any, not to exceed \$500 above which all claims shall be referred to the insurance company for handling.
- (3) The commercial liability insurance required to be maintained under the provisions of this section shall be issued by an insurance carrier who offers proof that it (1) is authorized and licensed to do business in the State of Kansas and has and maintains a local office or agent in the State of Kansas upon whom service of process may be had; (2) carries a Best's policy holder rating of A or better; and (3) carries at least a class X financial rating; or (4) is a company mutually agreed upon by the City and the licensee.
- (4) The commercial liability insurance required to be maintained under the provisions of this section shall be a policy of insurance under which the insurance company obligates itself to handle claims under the coverage thereof and to indemnify the licensee, owner, lessee, operator, and driver, as applicable, and pay to the claimant all amounts which the insured becomes legally obligated to pay under the policy in excess of any applicable deductible. A certificate of insurance reflecting all endorsements shall be filed with the City Clerk.
- (5) The liability insurance policy shall contain a provision for continuing liability thereunder to the full amount thereof, notwithstanding any recovery thereon.
- (6) The liability insurance policy shall contain a separate endorsement requiring the insurance company to notify the city clerk in writing of any change in coverage, or cancellation of said policy at least ten (10) days prior thereto.

- (7) The liability insurance policy shall list each and every vehicle to be insured under the policy.
- (8) Nothing contained in the policy or any endorsement thereof shall release the company from liability for payment of any judgment due to any violation on the part of the insured of the provisions of the policy.

Sec. 122-32. Application

Application for an owner's license shall be made on a form provided by the city clerk. Such application shall contain the full name and address of the owner of the vehicle(s) to be operated, a description of the vehicle(s) to including year, make, model, vehicle identification number, the number of persons the vehicle is constructed to carry and state license number.

At the time of application, the owner shall also provide the following:

- (1) Current registration establishing ownership of the vehicle
- (2) Proof of inspection by an ASE certified mechanic within the past 30 days. Such form shall be provided to the applicant by the city clerk. The mechanic's signature shall certify it to be in a thoroughly safe condition regarding the operability and condition of the vehicle's brakes, suspension. Steering, tires, wheels, muffler and exhaust system, glazing and mirrors, windshield wipers, defrosters, door latch and release mechanisms, fuel tank and lines, seat belts, exterior and signal lights and horn.
- (3) Proof of Insurance as required in sec. 122-31.

Within two business days of receipt of a completed application and applicable fee, the city clerk shall forward such application to the police chief for review. The police chief shall return the application with recommendation back to the city clerk within two business days.

Sec. 122-33. Issuance; form; display; duplicate.

- (1) Upon approval of the application, the city clerk shall issue an owner's license for each vehicle to the applicant. The license shall be approximately three inches high and five inches wide and include the license number, amount of the license fee, the date of issuance, complete information as to the make of car as shown by the application, the vehicle license number, the name of the company carrying liability insurance on such, and the policy number. The license shall be signed by the city clerk or designee and shall be in the form as provided by the city clerk.
- (2) When issued, such owner's license shall be carried in the vehicle at all times. Such license shall be presented for review upon demand to any law enforcement officer or passenger of such taxicab.
- (3) In case of a loss of a vehicle for hire owner's license, the owner shall file with the city clerk a sworn statement of the facts concerning such loss, and if the city clerk is satisfied that the facts justify the issue of a replacement therefor. The city clerk shall, upon payment of a fee provided in the city fee schedule issue a duplicate license. Such license to be plainly marked "Duplicate" in red across the face and the number of the original and duplicate to be furnished to the police chief.

Sec. 122-34 Transfer.

If the owner of a vehicle upon which an owner's license has been issued desires to have the license transferred to another car, the owner shall make an application to the city clerk of such transfer and pay the fee provided in the city fee schedule. Such application shall show the disposition of the vehicle previously licensed and all other information provided for in the original application. If the city clerk determines that the application is made in good faith and that the vehicle for which the license was issued shall no longer be used by the licensee in the vehicle for hire business, the city clerk shall have the authority to transfer the owner's license for the term issued for the vehicle described in the application. No owner's license shall be transferred or assigned by any licensee nor shall any owner's license be used by or in the vehicle for hire of any person than the one to whom issued.

Sec. 122-35 Grounds for suspension or revocation.

The license may be suspended or revoked at any time for violations of any of the provisions of this chapter or of any other ordinance of the city, or of any law of the state to include the following:

- (1) The licensee shall be responsible for the continued maintenance and repair of the mechanical system of such vehicles. If the vehicle is found to be in dangerous condition, the license of such vehicle shall be subject to suspension of the license by the police chief or city clerk until repairs are made.
- (2) The license of such vehicle shall be automatically suspended by the city clerk at any period of time in which insurance is not maintained as required in the chapter.

Sec. 122-36–122-50. Reserved.

ARTICLE III. DRIVER’S LICENSE

Sec. 122- 51 Application for vehicle for hire driver’s license.

Application for a driver’s license shall be made on a form provided by the city clerk. Such application shall contain the following:

- (1) Name, address and telephone number;
- (2) Applicant’s weight, height, sex, color of hair and eyes;
- (3) Copy of a current valid driver’s license issued by the state of Kansas or valid for operating a vehicle in Kansas and the experience the applicant has had in driving a motor vehicle.
- (4) The name of the person or business by whom the applicant is employed.
- (5) Whether or not the applicant has previously been licensed in any state or city as a driver of a vehicle for hire, if so, when, what state or city. If such license is now or ever has been revoked or suspended and if so, the date/dates and reason for such suspension or revocation.
- (6) The number of times and places the applicant has been arrested or convicted for traffic violations.
- (7) Whether or not the applicant has ever been convicted of a felony or misdemeanor, giving particulars of each such conviction.

Each applicant shall furnish at the time of application a motor vehicle record obtain within fourteen (14) days of the date of application.

In addition, a photograph of the applicant will be taken by the city clerk at the time the application is submitted. One copy of the photograph will be kept on file with the application and one copy will be displayed on the license.

Sec. 122-52 Examination of application by police; approval.

The chief of police or his designee shall cause each applicant for a vehicle for hire driver's license to be examined as to the applicant's criminal and driving record through appropriate law enforcement channels. The application shall be approved or disapproved based upon the information on the application, the applicant's criminal and driving history and any other reliable information at his/her disposal. Reasons for disapproval shall include but may not be limited to the following:

- (1) Any felony conviction in the last five years, which is of a sexual or violent nature;
- (2) Any felony theft or crime of moral turpitude conviction in the last five years.
- (3) Any misdemeanor conviction in the last three years, which is of a violent or sexual nature.
- (4) Any misdemeanor theft or crime of moral turpitude conviction in the last three years.
- (5) Any DUI or open container conviction in the last three years.
- (6) Conviction for three moving violations within the last 18 months.
- (7) Any omission or falsification of information on the applicant form.

Sec. 122-53. Issuance; form; display; duplicate.

- (1) Upon approval of the application, the city clerk shall issue a license to the applicant in a format prescribed by the city clerk. The license shall include the number of the license, date of issuance, the age, height, weight, sex of the applicant, color of the applicant's hair and eyes, and attached thereto a photograph of the applicant. The license shall be signed by the city clerk or designee. No license shall be subject to transfer or assignment to any person other than the one to whom it was issued.
- (2) The license shall be conspicuously displayed in such a manner that the entire license is visible from the rear seat of the vehicle. The only driver's license displayed shall be the one belonging to the driver who is on duty at that time. The driver shall be responsible for keeping the license in a good condition and legible at all times.
- (3) In case of a lost license, the owner of such lost license shall file with the city clerk a sworn statement of the facts concerning such loss. If the city clerk is satisfied that the facts justify the issue of a replacement, the city clerk shall upon payment of the fee provided in the city fee schedule issue a duplicate license. Such duplicate license shall be plainly marked "Duplicate" in red across the face and the number of the original and duplicate shall be furnished to the police chief.

Sec. 122-54 Suspension or revocation.

A vehicle for hire driver's license may be suspended or revoked at any time by the police chief for a violation of any of the provisions of this article or any other ordinance of the city or any law of the state, or for any immoral, indecent or offensive conduct.

Any such suspension shall be noted on the license so suspended, together with a statement of the reasons therefor, and the driver shall thereupon immediately surrender the license to the police chief to be retained during the period of such suspension.

A second suspension for the same reason as the first suspension, or a third suspension for any cause, shall automatically revoke the license.

No driver whose license shall have been revoked shall again be licensed as a driver of a vehicle for hire except upon presentation of reasons satisfactory to the city manager. No part of any driver's license fee shall be refunded upon revocation of any such license and such license shall be purchased and issued upon the conditions set out in this division.

Sec 122-55 Appeals.

Upon receipt of a written request delivered to the City Clerk, an appeal of the denial, suspension or revocation shall be heard by the City Manager within thirty (30) days of the denial, suspension or revocation. The licensee may submit evidence at the hearing, which is relevant and material to the specific basis for suspension or revocation. The city manager shall make a final determination as to denial, suspension or revocation.

Anyone who has been denied a vehicle for hire license or who has had a license revoked or suspended pursuant to Sec. 122-54 may appeal the decision of such written order of the city manager to the Leavenworth County District Court as provided in K.S.A 8-235.

Section 2. REPEAL. Chapter 122, Vehicles for Hire of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3. EFFECTIVE DATE. This Ordinance shall take effect and be in force upon publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this ___ day of _____, 2019.

Jermaine Wilson, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

Ordinance No. _____