

# CITY OF LEAVENWORTH 100 N. 5<sup>th</sup> Street Leavenworth, Kansas 66048 www.lvks.org

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, AUGUST 13, 2019 7:00 P.M.

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

**OLD BUSINESS:** 

Amended Agenda
Added item #16
Executive Session

### **Consideration of Previous Meeting Minutes:**

1. Minutes from July 23, 2019 Regular Meeting and August 6, 2019 Special Meeting Action: Motion (pg. 3)

#### **NEW BUSINESS:**

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

#### **General Items**

2.	Review Properties on Demolition List Given 90 Day Extensions	Action: Motion (pg. 7)
3.	Consider Sign Appeal-5000 10 <sup>th</sup> Avenue (Walmart)	Action: Motion (pg. 48)
4.	Annual Approval of the Edward Byrne Memorial Justice Assistance Grant	Action: Motion (pg. 65)
5.	Mayor's Appointments	Action: Motion (pg. 69)
6.	Public Hearing – 2020 Budget	(pg. 70)
	a. Open Public Hearing	Action: Motion

i. Presentation of the 2020 Budget

ii. Public Comment

b. Close Public Hearing
 c. Adopt the 2020 Budget
 d. Adopt Resolution B-2229 Housing Budget
 e. Approve the Capital Improvements Program 2020-2024

Action: Motion
Action: Motion

#### **Resolutions:**

7. Consider Resolution B-2230-Camp Leavenworth Festival Alcohol Friendly Special Event Action: Motion (pg. 81)

#### **Bids, Contracts and Agreements:**

Consider Inspection Contract with Affinis for Thornton Street Improvements Project
 Consider Renewal of Waste Management Contract for 2020 Services
 Action: Motion (pg. 84)

10. Consider Change 2 Contract 2018-69; Linaweaver Related to 16<sup>th</sup> Terrance & Thornton Phase 1 Detention Project

Action: Motion (pg. 109)

# **First Consideration Ordinances:**

11. First Consideration Ordinance Demolition Assessments Action: Consensus (pg. 111)

Frist Consideration Ordinance Nuisance Assessments
 First Consideration Ordinance Uniform Public Offense Code 2019
 First Consideration Ordinance Standard Traffic Ordinance 2019
 First Consideration Ordinance Standard Traffic Ordinance 2019
 First Consideration Ordinance Traffic Control Device Manual 2019
 Action: Consensus (pg. 129)
 First Consensus (pg. 134)

### **Consent Agenda:**

Claims for July 20, 2019 through August 9, 2019, in the amount of \$ 1,398.736.89; Net amount for Payroll #16 effective August 2, 2019, in the amount of \$ 354,310.46; (No Police & Fire Pension).

Action: Motion

### Other:

16. Executive Session to discuss security measures Action: Motion (pg. 152)

Adjourn Action: Motion



CITY OF LEAVENWORTH 100 N. 5th Street Leavenworth, Kansas 66048 www.lvks.org City Commission Regular Meeting Commission Chambers Tuesday, July 23, 2019 7:00 p.m.

**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 (present via phone), Commissioners Nancy Bauder and Larry Dedeke. Not present Commissioner Mark Preisinger.

Others present: Assistant City Manager Taylour Tedder, Public Works Director Mike McDonald, Deputy Public Works Director Mike Hooper, Public Information Officer Melissa Bower, 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.

#### PRESENTATIONS:

National Farmer's Market Week August 4-10, 2019 - Bill Kromer and C. J. Sampson was present to accept the proclamation.

#### **OLD BUSINESS:**

## **Consideration of Previous Meeting Minutes:**

Commissioner Bauder moved to approve the minutes from the July 9, 2019 regular meeting and July 16, 2019 special meeting as presented. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

### **Second Consideration Ordinance:**

Second Consideration Ordinance No. 8107 Amending Sec 8.04 of Appendix E, Development Regulations – City Clerk Carla Williamson stated there have been no changes to the ordinance since it was first introduced on July 19, 2019. Ordinance No. 8107 was presented for second consideration and a roll call vote.

Mayor Wilson called the roll and Ordinance No. 8107 was unanimously approved 4-0.

#### **NEW BUSINESS:**

Citizen Participation: None

#### **General Items:**

Consider Cereal Malt Beverage (CMB) License for Towne Pub; 1001 Ottawa Street – City Clerk Carla K. Williamson presented for consideration a request for an On Premise CMB license for the Towne Pub located at 1001 Ottawa Street. The request is due to new ownership of the business.

Commissioner Bauder moved to approve the 2019 On Premise Cereal Malt Beverage license for Towne Publocated at 1001 Ottawa Street. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

### **Bids, Contracts and Agreements:**

**Consider Bids for Thornton Street Improvements Project** – Public Works Director Mike McDonald presented for consideration the bids for the Thornton Street Project. Staff recommends approval of the low bid and alternate bid submitted by Kissick Construction in the amount of \$4,891,062.00. Bids were opened on July 10, 2019 and were as follows:

David Kissick of Kissick Construction addressed the Commission and gave a brief review of the project.

			Alternate	
Company	City	Base Bid	Bid	<b>Bid Total</b>
<b>Kissick Construction</b>	Kansas City MO	\$4,697,697.00	\$193,365.00	\$4,891,062.00
<b>Linaweaver Construction</b>	Lansing KS	\$4,785,133.40	\$141,405.00	\$4,926,538.40
Lexeco Inc.	Leavenworth KS	\$4,928,214.80	\$127,778.70	\$5,055,993.50
Kansas Heavy Construction	Tonganoxie KS	\$4,968,375.80	\$195,504.00	\$5,163,879.80
Engineer's Estimate		\$5,257,140.00	\$158,905.00	\$5,416,045.00

Commissioner Dedeke moved to approve the low bid and alternate bid submitted by Kissick Construction for the Thornton Street Improvements Project in the amount not to exceed \$4,891,062.00. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

**Consider Bids for the 2019 Sidewalk Improvements Project** - Public Works Director Mike McDonald presented for consideration the bids for the 2019 Sidewalk Improvements Project. Staff recommends approval of the low bid submitted by Sands Construction in the amount of \$289,938.85. Bids were opened on July 17, 2019 and were as follows:

Mary Ann Tackett addressed the Commission and gave a brief overview of their company.

Company	City	<b>Bid Total</b>
Sands Construction	Leavenworth KS	\$289,938.85
Phoenix Concrete	Olathe KS	\$316,707.71
Baker Construction	Leavenworth KS	\$334,980.00
Kansas Heavy Construction	Tonganoxie KS	\$441,000.00
Engineer's Estimate		\$323,390.00

Commissioner Bauder moved to approve the low bid submitted by Sands Construction for the 2019 Sidewalk Improvements Project base bid in the amount not to exceed \$289,938.95. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

Change Order No. 1 to Contract 2018-43 New Lawrence Road Improvements - Public Works Director Mike McDonald presented for approval change order No. 1 with LEXECO for the New Lawrence Road Improvements in the amount of \$36,518.37.

Commissioner Bauder moved to approve change order No. 1 with LEXECO for the construction of the New Lawrence Road Improvements Project in an amount not to exceed \$36,518.37. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

#### **CONSENT AGENDA:**

Commissioner Bauder moved to approve claims for July 6, 2019 through July 19, 2019, in the amount of \$833,064.97; Net amount for Payroll #15 effective July 19, 2019 in the amount of \$377,674.28; (Includes Police & Fire Pension in the amount of \$11,572.36). Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

### Other:

### **Commissioner Bauder**

Honored to represent the Commission at the International Students gathering last week

#### Commissioner Griswold

Discussed replacement of the banners for Camp Leavenworth Festival

## **Assistant City Manager Taylour Tedder**

- Camp Leavenworth banners were picked up today, and will be put up tomorrow
- They have bolder colors and are easier to read

### Mayor Wilson

Discussed the United for Youth event hosted by area churches

### Adjourn:

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

Time Meeting Adjourned 7:31 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC



# CITY OF LEAVENWORTH 100 N. 5th Street Leavenworth, Kansas 66048 www.lvks.org

City Commission Special Meeting Commission Chambers Tuesday, August 6, 2019 7:47 p.m.

**CALL TO ORDER** - The Governing Body met for a special meeting 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: City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Public Works Director Mike McDonald, Deputy Public Works Director Mike Hooper, Finance Director Ruby Maline, Public Information Officer Melissa Bower and City Clerk Carla K. Williamson.

# **Open Special Meeting:**

Commissioner Preisinger moved to open a special meeting. Commission Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

Consider Resolution B-2228 Thornton Street Properties — Public Works Director Mike McDonald presented for consideration the adoption and approval of Resolution B-2228 to start the process of appropriation of private property for public purposes on the Thornton Street Project. The approval of the resolution is simply the first step in a larger process if needed to acquire property or easements to complete the project. Owners of any property acquired will be compensated for the property.

Commissioner Bauder moved approve Resolution B-2228 regarding the appropriation of private property for public purpose. Commissioner Dedeke seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 5-0.

## Adjourn:

Commissioner Preisinger moveded to close the special meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved.

Time meeting adjourned 8:11 p.m.
Minutes taken by City Clerk Carla K. Williamson, CMC

# **POLICY REPORT**

# **Review Unsafe and Dangerous Structures**

**AUGUST 13, 2019** 

Prepared By:

Julie Hurley,

Director of Planning and Community

Development

Reviewed By:

Paul Kramer, City Manager

with Selle

### **DISCUSSION**

On May 14, 2019, the City Commission adopted Resolution B-2220 regarding demolition of 20 structures. At that time, the Commission voted to grant an extension to the owners of 11 properties to allow for completion of the needed work. One additional property, 795 Spruce, was later granted an extension to this date after action was filed in district court by the property owner to halt the demolition.

- 1. 905 Washington Single family house
  - Owner in process of obtaining utility disconnects to demolish the property on his own.
- 2. 1605 Terry Single family house

Permits issued for siding, roof, and upgraded electrical service. Work ongoing.

3. 514 Linn - Single family house

Permit issued for roof, which has been installed. No other visible work complete.

4. 603 Rees - Single family house

No visible change, no permits issued. Work not complete.

5. 795 Spruce - Single family house

Commission approved this property for demolition on May 14, 2019. The owner subsequently filed action in district court to halt the demolition. The court was unable to hold a hearing due to the fact that any business entity is required by Kansas state law to have an attorney to appear in a lawsuit, which the owner had not done. The court continued the hearing to August 21, 2019 to allow time for the owner to either complete repairs or retain an attorney. The owner signed a remediation agreement stipulating repairs to be made by this date and a repayment plan for costs already incurred by the City. The City has been unable to verify sewer connection status of the property and has requested that the owner retain a licensed plumber to verify the connection status, which has not been done to date. The City cannot authorize water service to be reconnected until the sewer connection status is verified, and no permits have been issued.

6. 1021 S. 2<sup>nd</sup> Street – Single family house

No visible change, no permits issued. Work not complete.

7. 1214 9th Avenue – Single family house

All work has been completed.

8. 305 N. 2<sup>nd</sup> Street – Single family house

Work in process. Permits issued for interior renovations and siding.

9. 326 Osage – Single family house

Under new ownership. Work ongoing. Permits for electrical work, miscellaneous repairs, windows, interior renovations and structural repairs have been issued.

10. 400 N. 5th Street - Mixed use building

No visible change, no permits issued. Work not complete.

11. 787 Shawnee Street - Single family house

Under new ownership. Work ongoing. Permits issued for roof and interior/exterior renovation.

12. 219 Miami - Shed only

Minimal change, no permits issued. Work not complete.

# RECOMMENDED ACTION

- Motion to remove listed properties from demolition list.
- Motion to grant extension to complete repairs to listed properties.
- Motion to proceed with demolition of listed properties.

# 905 Washington







Det	ermination	of Unsafe or	r Dangerous Structure
Address:	905 Washington S		Section State (Section Section Control of Section Sect
Owner	Description	Taxes	Parcel Number
BOWEN, JEREMY	Single Story Residence	\$1,361.56	0773503005004000
Legal Description LTS 20-22 & N1/2 LT 2			
Date of Insp	ection	Zoning	Parcel Size
11/28/2018		R16	20610.5244 Sq Ft
# Code Violations		Last Court Appeara	ance Code Enforcement Officer
3		N/A	Mills

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
<b>V</b>	Dilapidation
<b>1</b>	Disrepair
<b>1</b>	Structural defects
<b>V</b>	Uncleanliness
	Overcrowding
	Inadequate ingress and egress
<b></b>	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
<b>V</b>	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
	the properties in the neighborhood
	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
7 <u>-2</u>	parts thereof
	Vermin infestation
	Inadequate drainage
	Any other violation of health, fire, building or zoning regulations
	Other:
la	st water service 12/7/10



# PROPERTY REMEDIATION AGREEMENT

Jeremy Bowen 905 Washington Street Leavenworth, KS 66048

The owner(s) of the property located at 905 Washington Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK	
1)	May 10, 2019	Repair Roof and Replace Shingles	
2)	May 10, 2019	Siding- Replace all siding	
		Guttering-Replace	
3)	May 10, 2019	Paint-Remove ALL Peeling paint and repaint	

I (Print the Owner's Name)	The second secon	agree to honor the commitments as
described above and understand the City of Leavenworth, possibly I also agree to maintain all yard are excessive vegetation while I am re	result in legal and remedial actions by demolition of unremediated structures.	
	· C	Notary Area
Signature	Date	

# 1605 Terry

May, 2019



Current



Det	ermination	of Uns	safe or Dang	gerous Structure
Address:	1605 TERRY			
Owner	Description	Taxe	es	Parcel Number
LIS,KEVIN C & PATRICIA A	Single Story Residence	Paid 0782704011012000		
Legal Description AMRON ACRES, Lot				
Date of Ins	pection		Zoning	Parcel Size
11/28/2018			R19 6399.2217 Sq F	
		Last Cou	urt Appearance	Code Enforcement Officer
3			N/A	Mills

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	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
П	Light or sanitary facilities
<b></b>	Dilapidation
1	Disrepair
Ħ	Structural defects
<b>7</b>	Uncleanliness
Ħ	Overcrowding
П	Inadequate ingress and egress
Ħ	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
7	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
ب	the properties in the neighborhood
	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
	parts thereof
	Vermin infestation
	Inadequate drainage
	Any other violation of health, fire, building or zoning regulations
-	Other:
W	ater Department does not show this address in their system.



### PROPERTY REMEDIATION AGREEMENT

Owner:

Kevin C and Patricia A Lis

Site Address: 1605 Terry

Leavenworth, KS 66048

The owner(s) of the property located at 1605 Terry Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK	
1)	May 10, 2019	Repair Roof and Replace Shingles	
2)	May 10, 2019	Siding- Replace all siding	
	<b>-</b> ) 39	Guttering-Replace	
3)	May 10, 2019	Paint-Remove ALL Peeling paint and repaint	

agree to honor the commitments as I (Print the Owner's Name) described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

LEE BURLESON Notary Public - State of Kensas My Appl. Expires /

Notary Area

# 514 Linn

April, 2019



Current



Det	ermination of	Unsaf	e or Dang	erous Structure
Address:	514 Linn			
Owner	Description	Taxes	-	Parcel Number
Pride Properties LLC	CONTROL OF THE PROPERTY OF THE		2-077-36-0-30-31-011.00-0	
Legal Description	): DN , BLOCK 29 , Lot 12			
Date of Ins	pection	Zonir	ng	Parcel Size
11/15/2018		R1-6 6402 sq. ft.		6402 sq. ft.
		ast Court Appearance Code Enforce		Code Enforcement Officer
10		6/7/2018		Lee Burleson

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	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
<b></b>	Dilapidation
<b></b>	Disrepair
П	Structural defects
	Uncleanliness
П	Overcrowding
<b>1</b>	Inadequate ingress and egress
Ħ	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
<b>7</b>	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
	the properties in the neighborhood
	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
	parts thereof
	Vermin infestation
	Inadequate drainage
	Any other violation of health, fire, building or zoning regulations
	Other:
	7/00/0049
Lá	ast water service - 7/26/2018



# PROPERTY REMEDIATION AGREEMENT

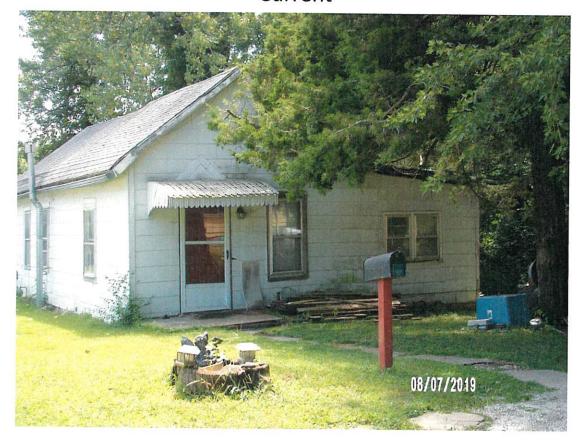
Own	•	ties LLC	
Site A	Address: 514 Linn St.	70.66040	
	Leavenworth, I	35 66048	
prop bring the v stay foun	erty is in violation of the g the property in to comp vork to be performed, an the prosecution of any e	located at recognize that the City's Property maintenance ordinance(s). As such, they agree to cliance with City Ordinance standards, draw all necessary permits for d meet the repair deadlines listed below. In return, the City agrees to existing code violations, consider them abated after the property is work with the owners throughout this remediation process to help ement issues at the site.	M.
	DEADLINE	TASK	
1)	May 10, 2019	Windows & doors – Need plywood removed.	
2)	May 10, 2019	Paint- repaint exterior of the structure.	
3)	May 10, 2019	Guttering, soffits & eaves – replace or repair all soffits, eaves and guttering.	
4)			
desc the (	City of Leavenworth, pos o agree to maintain all ya	agree to honor the commitments as tand that failure to do so may result in legal and remedial actions by sibly up to and including the demolition of unremediated structures. and areas by keeping the site free of junk and clutter, as well as am remediating the property.	
		Notary Area	
Sign	ature	Date	
	100 N. 5 <sup>th</sup>	Street • Leavenworth, Kansas 66048  www.lvks.org	

# 603 Rees

April, 2019



Current



Det	ermination	of Unsafe or	Dangerous Struc	ture
Address:	603 Rees	603 Rees		
Owner	Description	Taxes	Parcel Number	
Darlene Tyler & 1 Story wood Ralph & Margie		\$1,206.14	1010102023001000	
Legal Description	i: ron's, s01, T09, R22	E, BLOCK 18, LTS 1&2 & N	/2 VAC ALLEY ADJ	
Date of Ins	pection	Zoning	Parce	l Size
11/19/2018		R1-6	13460	Sq. Ft.
# Code Violations		Last Court Appeara	nce Code Enforce	ement Officer
5		N/A		urleson

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$\checkmark$	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
<b>7</b>	Dilapidation
<b>7</b>	Disrepair
	Structural defects
Ħ	Uncleanliness
Ħ	Overcrowding
Ħ	Inadequate ingress and egress
Ħ	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
Ħ	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
ш	the properties in the neighborhood
	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
	parts thereof
	Vermin infestation
П	Inadequate drainage
$\overline{\Box}$	Any other violation of health, fire, building or zoning regulations
	Other:
î .	

Last water service - 1/15/2013



May 149n 7:00 p.m.

# PROPERTY REMEDIATION AGREEMENT

OFFICE PROPERTY	Owner: Darlene Tyler & Ralph & Margie Brown Site Address: 603 Rees Leavenworth, KS 66048					
viola prop to be pros com	The owner(s) of the property located at 603 Rees recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.					
	DEADLINE	7	rask			
1)	May 10, 2019	Roof – Replace roof				
2)	May 10, 2019	Soffits & eaves – replace all s	offits and eaves.			
3)	May 10, 2019	Guttering - Replace all gutte	ring			
	May 10, 2019	Paint - Paint exterior of struc	cture.			
4)						
	9					
I (Print the Owner's Name) Chiffold College agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.  Notary Area						
Signature    Mary A. Dwyer						
	100 N. 5 <sup>th</sup> Street • Leavenworth, Kansas 66048					

www.lvks.org

# 795 Spruce

April, 2019



Current



Det	ermination	of Unsafe	or Dang	erous Structure	
Address:	795 Spruce				
Owner	Description	Taxes		Parcel Number	
Victory Temple Family Worship	1 story wood	Paid	05	52-077-35-0-40-05-002.00-0	
Legal Description STOCKTONS SUBD	n: IVISION, S35, T08, R22	E, BLOCK 2, Lot 10	- 18		
Date of Inspection		Zonin	g	Parcel Size	
11/20/2018		R1-6			
# Code Violations		Last Court Appearance		Code Enforcement Officer	
2		N/A		Lee Burleson	

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

,	10)
	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
<b>V</b>	Dilapidation
<b>V</b>	Disrepair
П	Structural defects
П	Uncleanliness
	Overcrowding
П	Inadequate ingress and egress
$\Box$	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
<b>7</b>	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
	the properties in the neighborhood
	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
	parts thereof
	Vermin infestation
	Inadequate drainage
<b>1</b>	Any other violation of health, fire, building or zoning regulations
	Other:

Junk behind building. Last water service 2/4/2009.



# PROPERTY REMEDIATION AGREEMENT

Owner:	Victory Temple Far	nily Worship
- FE	795 Spruce	
	Leavenworth, KS 66048	3

	DEADLINE	TASK
1)	August 13, 2019	Siding – Replace all rotten siding and walls.
2)	August 13, 2019	Windows & doors – Replace all windows, windows can't have plywood over them.
3)	August 13, 2019	Paint - paint exterior structure.
4)	August 13, 2019	Obtain and pay for all building permits necessary to perform required repairs prior to any additional work being performed.
5)	August 13, 2019	Allow city staff entry to the property to perform sewer dye test to ensure habitability.
6)	Repayment Plan	Reimburse the city for costs incurred in the demolition process in the amount of \$2,325.
	×	Payment #1 in the amount of \$465 due by August 13, 2019 Payment #2 in the amount of \$465 due by Sept. 13, 2019 Payment #3 in the amount of \$465 due by Oct. 13, 2019 Payment #4 in the amount of \$465 due by Nov. 13, 2019 Payment #5 in the amount of \$465 due by Dec. 13, 2019

Payments are to be made payable to The City of Leavenworth and delivered to the City Clerk's office at 100 N. 5<sup>th</sup> Street no later than 5:00pm on the date the payment is due. If the stated due date falls on a weekend, payment shall be made no later than 5:00pm on the following business day.

Until such time as Task 5 is completed and sewer functionality is verified by City staff, the property is deemed uninhabitable and shall not be occupied.

I (Print the Owner's Name) Led Knighten agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Notary Area

Signature

Date

MICHELLE BARAGARY
Notary Public - State of Kansas
My Appt. Expires 3-16-20

# **DEMOLITION INVOICE**

PARCEL NUMBER:

0520773504005003000

The South half of Lots 15 and 16, Block 53, Leavenworth City Proper, City

LEGAL DESCRIPTION:

of Leavenworth, Leavenworth County, Kansas

PROPERTY ADDRESS:

795 Spruce

OWNER(S) OF PROPERTY:

Victory Temple Family Worship Center Inc.

ADDRESS OF OWNER(S):

795 Spruce, Leavenworth, KS 66048

DATE OF EXPENSE	TYPE OF SERVICE PERFORMED	COST
2/21/2019	Certificate of Title	125.00
6/4/2019	Water Disconnect	500.00
5/23/2019	Gas Disconnect	0.00
5/17/2019	Electric Disconnect	0.00
incomplete	Sewer Disconnect cost incurred	450.00
6/12/2019	Asbestos Inspection	200.00
incomplete	Demolition- costs incurred to date	900.00

SUBTOTAL:

\$2,175.00

ADMINISTRATIVE FEE DEMOLITION PERMIT FEE

100.00 50.00

\$2,325.00

COMMENTS/REMARKS:

To City Clerk:

# MADGET DEMOLITION INC.

2425 S. 6<sup>th</sup> Street St. Joseph, MO 64501 (816)232-6210 FAX (816)232-8573 madgetdemolition@att.net

July 10, 2019

CITY OF LEAVENWORTH Attn: Mary Dwyer 100 N. 5<sup>th</sup> Street Leavenworth, KS 66048

In Re: 795 Spruce Demolition/Removal CD 2019-03

# INVOICE

DATE	DESCRIPTION	COST
July 2019	Per Mary Dwyer with City of Leavenworth JOB CONTRACT CANCELLED. Costs incurred to date	\$900.00
	BALANCE DUE	\$900.00

Please remit to: MADGET DEMOLITION INC.

THANK YOU!

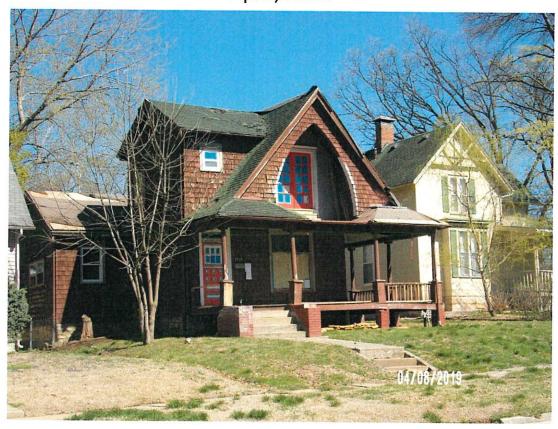
Payment due within 30 days

#### NOTICE TO OWNER

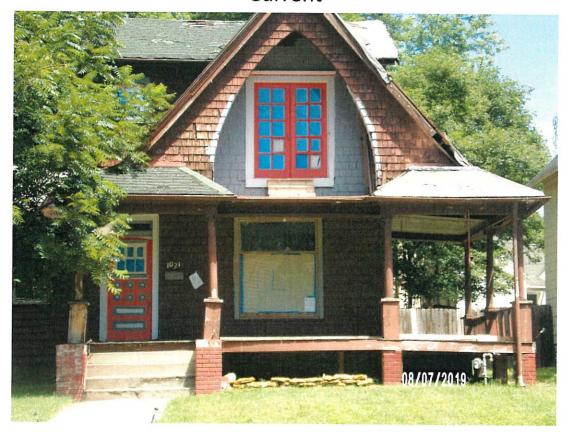
Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor for "llen waivers" from all persons supplying material or services for the work described in this contract. Failure to secure llen waivers may result in your paying for labor and material twice.

# 1021 2<sup>nd</sup> Street

April, 2019



Current



Det	termination of	of Unsafe	e or Dang	erous Structure
Address:	1021 S 2nd St		H	
Owner	Description	Taxes		Parcel Number
Janet Wiber	2 Story wood & Garage	I I		2-077-36-0-40-01-007.00-0
Legal Descriptio FACKLERS ADDITI	n: ON , BLOCK 1 , Lot 8			
Date of Ins	spection	Zonir	ng	Parcel Size
12/17/2018		R1-6	3	7650 Sq. Ft.
# Code Violations		Last Court Ap	pearance	Code Enforcement Officer
4		N/A		Lee Burleson

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
<b>√</b>	Dilapidation
<b>1</b>	Disrepair
<b></b>	Structural defects
П	Uncleanliness
同	Overcrowding
	Inadequate ingress and egress
П	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
$\overline{\checkmark}$	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
	the properties in the neighborhood
	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
	parts thereof
	Vermin infestation
	Inadequate drainage
	Any other violation of health, fire, building or zoning regulations
	Other:

On 6/7/18 they were issued a roofing permit. Very little progress has been done. W



# PROPERTY REMEDIATION AGREEMENT

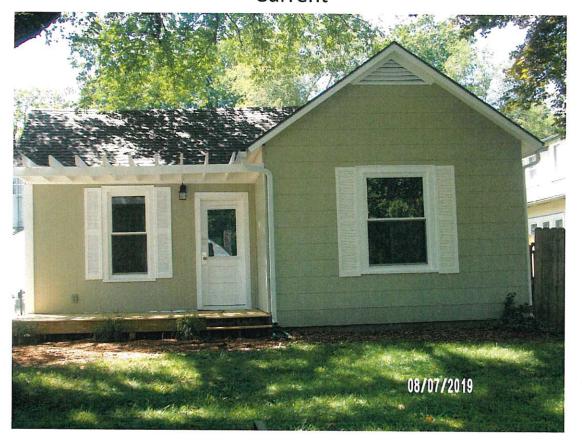
Own								
Site A	Address: 1021 S 2 <sup>nd</sup> S							
	Leavenworth, KS 66048							
The owner(s) of the property located at <u>1021 S 2<sup>nd</sup> St.</u> recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.								
	DEADLINE	TASK						
1)	May 10, 2019	Roof – Roof needs to be finished.						
2)	May 10, 2019	Soffits and eaves – repair all soffits and eaves.						
3)	May 10, 2019	Paint – remove all peeling paint and repaint exterior of structure.						
4)								
desc the ( I also	City of Leavenworth, pos o agree to maintain all ya	agree to honor the commitments as and that failure to do so may result in legal and remedial actions by sibly up to and including the demolition of unremediated structures. ard areas by keeping the site free of junk and clutter, as well as am remediating the property.  Notary Area						
<u></u>		Data						
Sign	ature	Date						
100 N. 5 <sup>th</sup> Street • Leavenworth, Kansas 66048 www.lvks.org								

# 1214 9th Avenue

April, 2019



Current



Det	ermination	of Unsafe	or Dang	jerous Structure
Address:	1214 9th Ave			
Owner	Description	Taxes		Parcel Number
Wendels Homes LLC	1 Story Wood & Garage	Paid	052-077-35-0-40-22-022.00-0	
Legal Description	: SUB, S35, T08, R22E, B	_OCK 2, Lot 16 - 17, (	(SCALED)	
Date of Inspection		Zoning		Parcel Size
11/20/2018				6698
# Code Violations L		Last Court Appe	earance	Code Enforcement Officer
1		N/A		Lee Burleson

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

Ш	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
<b>✓</b>	Dilapidation
<b>✓</b>	Disrepair
<b>√</b>	Structural defects
П	Uncleanliness
П	Overcrowding
	Inadequate ingress and egress
	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
<b>✓</b>	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
	the properties in the neighborhood
	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
	parts thereof
	Vermin infestation
	Inadequate drainage
<b>✓</b>	Any other violation of health, fire, building or zoning regulations
	Other:

31

Last water service - 12/14/2016



# PROPERTY REMEDIATION AGREEMENT

	Owner: Wendels Homes LLC					
Site Address: 1214 9th Ave						
	Leavenworth,	KS 66048				
viola prop to be pros com	ation of the City's Proper perty in to compliance w e performed, and meet tl secution of any existing o	y located at1214 9th Ave recognize that the property is in try maintenance ordinance(s). As such, they agree to bring the ith City Ordinance standards, draw all necessary permits for the work he repair deadlines listed below. In return, the City agrees to stay the code violations, consider them abated after the property is found in h the owners throughout this remediation process to help them t issues at the site.				
	DEADLINE	TASK				
1)	May 10, 2019	Siding – Replace or repair all exterior walls and siding.				
2)	May 10, 2019	Steps – Replace front steps				
3)						
4)						
desci the C I also	ity of Leavenworth, poss agree to maintain all ya	agree to honor the commitments as and that failure to do so may result in legal and remedial actions by sibly up to and including the demolition of unremediated structures. rd areas by keeping the site free of junk and clutter, as well as am remediating the property.				
		Notary Area				
Signa	ture	Date				
	100 N. 5 <sup>th</sup> S	Street • Leavenworth, Kansas 66048				
		www.lvks.org				

# 305 N. 2<sup>nd</sup> Street

May, 2019



Current



Dete	ermination of	Unsaf	e or Dang	erous Structure
Address:	305 North 2nd Street			
Owner	Description	Taxes	Parcel Number	
ABSL Venture LLC	nture LLC 1 STORY WOODEN STRUCTURE		0772503107025000	
Legal Description	LEAVENWORTH,PLT (	ORIG, S25, T(	08, R22E, BLOCK 26	, N36'LTS 1 & 2
Date of Inspection		Zoning		Parcel Size
2/1/19		R1-6		1720 sq ft
# Code Violations La		st Court Appearance		Code Enforcement Officer
3		10/19/18		Kathy L. Rodgers

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property: Defects increasing the hazards of fire, accident or other calamities Lack of adequate ventilation Air pollution Light or sanitary facilities Dilapidation Disrepair Structural defects Uncleanliness Overcrowding Inadequate ingress and egress Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances Walls, sidings or exterior of a quality and appearance not commensurate with the character of the properties in the neighborhood Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or parts thereof Vermin infestation Inadequate drainage Any other violation of health, fire, building or zoning regulations Other:

+No water service since 9/1/15 +1 Grass and Weeds Violation



### PROPERTY REMEDIATION AGREEMENT

Owner:

ABSL VENTURE LLC

Site Address: 305 North 2nd Street

Leavenworth, KS 66048

The owner(s) of the property located at  $305 \text{ North } 2^{nd} \text{ Street}$  recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	May 10, 2019 May 10, 2019	Siding – replace/repair all exterior walls and sidings. Soffits & eaves—replace-repair all soffits and eaves.
2)	May 10, 2019	Windows & doors - replace/repair ALL windows & doors.
3)	May 10, 2019	Paint – remove all peeling paint and repaint entire exterior structure.
		Remove all dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

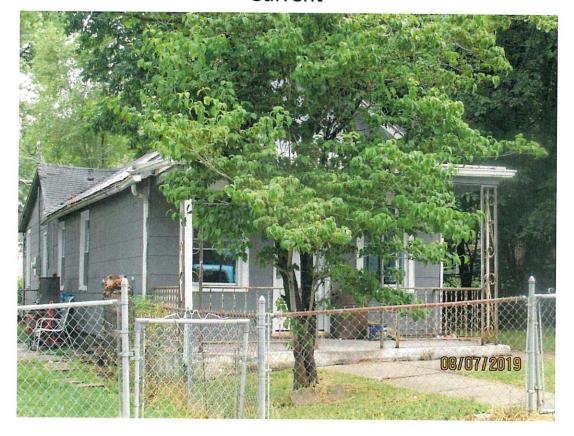
the City of Leavenv I also agree to main	s Name) nd understand that failure to do s worth, possibly up to and includin ntain all yard areas by keeping th on while I am remediating the pro	so may result in legal and the demolition of undersite free of junk and the site free of junk an	remediated structures.
Notary Area			ary Area
			•
Signature	Date		
	100 N. 5 <sup>th</sup> Street • Leavenworth, Kanswww.lvk	PASSON MENGON IN CO.	

# 326 Osage

May, 2019



Current



Dete	ermination of	Unsaf	e or Dang	erous Structure
Address:	326 Osage Street			
Owner	Description	Taxes		Parcel Number
Variese J. Johnson	1 STORY WOODEN HOUSE	Paid	0772503212015000	
Legal Description	: LEAVENWORTH,PLT O	RIG, S25, T08	3, R22E, BLOCK 40,	W1/2 LT 13 & ALL LT 14
Date of Insp	ection	Zoni	ng	Parcel Size
2/1/19		R1-6		4519
# Code Violations La		st Court A	ppearance	Code Enforcement Officer
1		N/A		Kathy L. Rodgers

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

OllOwi	ng, which are found to be present at the subject property.
$\checkmark$	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
П	Dilapidation
<b>7</b>	Disrepair
同	Structural defects
<b>/</b>	Uncleanliness
	Overcrowding
П	Inadequate ingress and egress
П	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
<b>V</b>	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
	the properties in the neighborhood
	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
does a many	parts thereof
	Vermin infestation
	Inadequate drainage
	Any other violation of health, fire, building or zoning regulations
	Other:
+N	No water service since 12/28/10



## PROPERTY REMEDIATION AGREEMENT

Owner:

Variese J. Johnson Site Address: 326 Osage Street

Leavenworth, KS 66048

The owner(s) of the property located at 326 Osage Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	May 10, 2019	Roof – replace entire roof.
2)	May 10, 2019 May 10, 2019	Siding – replace/repair all exterior walls and sidings.  Soffits & eaves – replace /repair all soffits and eaves.
3)	May 10, 2019	Windows & doors - replace/repair all windows & doors.
4)	May 10, 2019	<b>Paint</b> – remove all peeling paint and repaint entire exterior structure.
		Remove all dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

the City of Leave I also agree to ma	and understand that failure to do nworth, possibly up to and includ	agree to honor the commitments as so may result in legal and remedial actions by ing the demolition of unremediated structures. The site free of junk and clutter, as well as roperty.
	(2)	Notary Area
Signature	Date	
	100 N. 5th Street • Leavenworth, Ka	nsas 66048
	www.lv	ks.org

# 400 N. 5<sup>th</sup> Street

May, 2019



Current



Det	ermination o	f Unsaf	fe or Dang	erous Structure
Address:	400 North 5th Street			
Owner	Description	Taxes		Parcel Number
Brian K. & Julia Rose Visocsky	2 STORY WOODEN APARTMENTS	\$762.26	0772503211012000	
Legal Description	n: LEAVENWORTH,PLT OF	RIG, S25, T08,	R22E, BLOCK 53, S	1/2 LTS 15&16
Date of Inspection		Zoni	ing	Parcel Size
2/1/19		R1-6		2956 SQ FT
# Code Violations La		ast Court A	ppearance	Code Enforcement Officer
3		N/A		Kathy L. Rodgers

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
	Dilapidation
	Disrepair
<b></b>	Structural defects
<b>1</b>	Uncleanliness
	Overcrowding
П	Inadequate ingress and egress
	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
<b></b>	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
	the properties in the neighborhood
	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
	parts thereof
	Vermin infestation
	Inadequate drainage
$\checkmark$	Any other violation of health, fire, building or zoning regulations
	Other:

Last water service 3/5/12



## PROPERTY REMEDIATION AGREEMENT

Owner:

Brian K. & Julia Rose Visocsky

Site Address: 400 North 5th Street

Leavenworth, KS 66048

The owner(s) of the property located at 400 North 5th Street recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)		
	May 10, 2019	Roof – replace entire roof.
	May 10. 2019	Exterior staircase - replace/repair.
2)	May 10, 2019 May 10, 2019	Siding – replace/repair all exterior walls and sidings. Soffits & eaves – replace/repair all soffits and eaves.
3)	May 10, 2019	Windows & doors - replace/repair all windows & doors.
4)	May 10, 2019	<b>Paint</b> – remove all peeling paint and repaint entire exterior structure.
34 (40)		Remove all dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

I (Print the Owner's Name)	agree to honor the commitments as
described above and understand that failure to do so may	result in legal and remedial actions by
the City of Leavenworth, possibly up to and including the	demolition of unremediated structures
I also agree to maintain all yard areas by keeping the site f	ree of junk and clutter, as well as
excessive vegetation while I am remediating the property.	to or junk and crutter, as well as
	Notary Area
C:t	
Signature Date	
s a	
100 N. 5th Street • Leavenworth, Kansas 66048	
www.lvks.org	

# 787 Shawnee Street

February, 2019



Current



Det	termination o	f Unsafe	or Dang	erous Structure
Address:	787 Shawnee Street			
Owner	Description	Taxes		Parcel Number
Don & Sherry Brown	1 Story Wooden House & Shed	Paid		077-35-0-10-02-002.00-0
Legal Description		BLOCK 117, E14'l	.T 34 & ALL LT 35	EXC RR ROW (SCALED)
Date of Inspection		Zoning	S	Parcel Size
2/1/19		R1-6 5612		5612 sq ft
# Code Violations La		ast Court App	earance	Code Enforcement Officer
5		N/A Kathy L. Rod		Kathy L. Rodgers

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

Ollow	ing, which are found to be present at the subject property:
	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
	Dilapidation
	Disrepair
	Structural defects
<b>✓</b>	Uncleanliness
	Overcrowding
	Inadequate ingress and egress
<b>✓</b>	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
$\checkmark$	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
	the properties in the neighborhood
$\checkmark$	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
	parts thereof
	Vermin infestation
	Inadequate drainage
$\checkmark$	Any other violation of health, fire, building or zoning regulations
	Other:

2 Grass & Weeds Violations -Last water service 8/4/17



## PROPERTY REMEDIATION AGREEMENT

Owner:

Ruth W Lee

Site Address: 787 Shawnee Street

Leavenworth, KS 66048

The owner(s) of the property located at 787 Shawnee Street (INCLUDES MAIN STRUCTURE & <u>DETACHED SHED</u>) recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	May 10, 2019	Roof – replace entire roof.
2)	May 10, 2019 May 10, 2019	Siding – replace/repair all exterior walls and sidings. Soffits & eaves – replace/repair all soffits and eaves.
3)	May 10, 2019	Windows & doors - replace/repair all windows & doors.
4)	May 10, 2019	Paint – remove all peeling paint and repaint entire exterior structure.
		Remove all dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

the City of Leavenworth, pos	tand that failure to do s ssibly up to and includin ard areas by keeping th	agree to honor the commitments as so may result in legal and remedial actions by ing the demolition of unremediated structures. The site free of junk and clutter, as well as roperty.
		Notary Area
Signature	Date	
100 N. 5 <sup>th</sup>	Street • Leavenworth, Kansa www.lvks	

# 219 Miami

February, 2019



Current



Det	ermination o	of Unsa	fe or Dang	jerous Structure	
Address:	219 Miami Street (DE				
Owner	Description	tion Taxes		Parcel Number	
Thomas P. & Jessica R. Gould	WOODEN DETACHED SHED	Paid			
Legal Description	: LEAVENWORTH,PLT	DRIG, S25, T08	, R22E,; BLOCK 25,	LOT 23 - 24	
Date of Insp	ection	Zoni	ing	Parcel Size	
2/1/19		R1-6		6080 sq ft	
# Code Viol	ations	Last Court A	ppearance	Code Enforcement Officer	
7		N/A	A	Kathy L. Rodgers	

In accordance with KSA 17-4759, structures are deemed unfit for human use or habitation if conditions exist in such structure which are dangerous or injurious to the health, safety or morals of the occupants of such buildings or other residents within the City of Leavenworth, or which have a blighting influence on properties in the area. Such conditions may include, but are not limited to the following, which are found to be present at the subject property:

	2
$\checkmark$	Defects increasing the hazards of fire, accident or other calamities
	Lack of adequate ventilation
	Air pollution
	Light or sanitary facilities
	Dilapidation
	Disrepair
<b>/</b>	Structural defects
<b></b>	Uncleanliness
П	Overcrowding
П	Inadequate ingress and egress
同	Dead and dying trees, limbs or other unsightly natural growth or unsightly appearances
1	Walls, sidings or exterior of a quality and appearance not commensurate with the character of
	the properties in the neighborhood
$\checkmark$	Unsightly stored or parked material, equipment, supplies, machinery, trucks or automobiles or
	parts thereof
Ш	Vermin infestation
	Inadequate drainage
	Any other violation of health, fire, building or zoning regulations
	Other:
3 (	Grass and Weed violations



# PROPERTY REMEDIATION AGREEMENT

Owner:

Thomas P. & Jessica R. Gould

Site Address: 219 Miami Street

Leavenworth, KS 66048

The owner(s) of the property located at 219 Miami Street (DETACHED SHED ONLY) recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	The OVE
1)	May 10, 2019	Roof - replace entire roof.
2)	May 10, 2019 May 10, 2019	Siding - replace/repair all exterior walls and sidings. Soffits & eaves - replace /repair all soffits and eaves.
3)	May 10, 2019	Windows & doors - replace/repair all windows & doors.
<del>-</del>	May 10, 2019	Paint - remove all peeling paint and repaint entire exterior structure.
		Remove all dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

I (Print the Owner's Name) Thomas & Gould agree to honor the commitments as described above and understand that failure to do so may result in legal and remedial actions by the City of Leavenworth, possibly up to and including the demolition of unremediated structures. I also agree to maintain all yard areas by keeping the site free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Signature

Notary Public - State of Kansa My Appl. Expires 8.16.

Notary Area

100 N. 5th Street • Leavenworth, Kansas 66048 www.lvks.org

## POLICY REPORT LEAVENWORTH CITY COMMISSION SIGN APPEAL FOR WAL MART 5000 10<sup>TH</sup> AVE

**AUGUST 13, 2019** 

Be Dille

Prepared By:

Julie Hurley
Director of Planning and

Reviewed By:
Paul Kramer
City Manager

Community Development

#### SUMMARY:

The applicant is requesting an appeal to allow more than one sign on a wall for a property zoned GBD, General Business District

#### DISCUSSION:

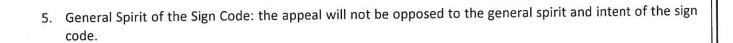
The existing WalMart store is located at 5000 10<sup>th</sup> Ave in an area zoned GBD, General Business District. The applicant has submitted a sign application to install a "FedEx Office" sign on the east side of the building. The Development Regulations were updated in 2016 to limit the number of wall signs allowed for each side of a structure or part of a structure clearly identified as a storefront to one sign. Previously, there was no limit on the number of wall signs allowed. Original signage was installed correctly per the regulations in effect at the time and is considered to be legal-nonconforming. Any new signage proposed requires approval of a variance. A sign variance was previously approved by the City Commission on May 23, 2017 to allow installation of "Vision Center" and "Pickup" signs, both on the east side of the building.

The requested variance is to allow installation of a "FedEx Office" sign on the east side of the building.

#### SPECIFIC CRITERIA FOR SIGN APPEAL:

The City Commission's vote on each of the five conditions below shall be entered in the record.

- 1. Uniqueness of the Situation: the appeal requested arises from such condition which is unique to the property in question and is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or applicant.
- 2. Rights of Others: the granting of the appeal will not adversely affect the rights of adjacent property owners or residents.
- 3. Undue Hardship Imposed by the Proper Applications of the Sign Code: that the strict application of the provisions of the sign code from which an appeal is requested will constitute unnecessary hardship upon the property owner represented in the application.
- 4. Public Safety, Health and Order: the appeal will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.



## **STAFF RECOMMENDATION:**

Staff recommends approval of the requested appeal.

## **ACTION:**

 Approve or deny the appeal to allow installation of a "FedEx Office" sign on the east side of the WalMart store located at 5000 10<sup>th</sup> Ave.

## **ATTACHMENTS**

Appeal application Development Regulations Section 8.11 Sign details



#### CITY OF LEAVENWORTH 100 N 5th Street Leavenworth, Kansas 66048 913-682-9201

1/24/19 Attach List of Property Owners: Yes No Publication Date (20 days prior to hearing):

APPEAL APPLICATION APPELLANT Name: Fedex Company: Fedex

Address: 5000 10th Avenue City: Leavenworth State: KS Telephone: Fax: E-mail: APPELLANT IS REPRESENTED BY

Name: Tony Russell Company: Midwest Sign Company, LLC

Address: 550 Stanley Road City Kansas City State: KS Zio: 66115

Telephone: 913-942-4365 E-mail: tony@midwestsigncompany.com Fax:

Note: Representative's address will be used for all official correspondence.

PROPERTY INFORMATION

Property Address: 5000 10th Avenue Tax Parcel I.D. No.

Property Owner's Address: 702 SW 8th St. Bentonville, AR 72716 Current Zoning: Property Owner. Walmart, Trac

APPEAL INFORMATION

Has a previous appeal been made with respect to this property? Yes & No If yes, state the date previous appeal: April 2017 APPEAL CRITERIA

A request for an appeal may be granted, upon a finding of a majority of the City Commissioners present that each of the following conditions is met.

Each appeal or application must be accompanied by the following:

- (a) A copy of the written ruling of the Administrative Official which the applicant believes to be in error shall be submitted.
- (b) The applicant shall provide a clear and accurate written description of the proposed use, work or action in which the appeal is involved and a statement justifying the appellant's position that the staff interpretation is incorrect.
- (c) Where determined necessary by the City staff the applicant shall provide a plot plan, drawn to scale by a surveyor or engineer licensed in the State of Kansas, showing existing and proposed plans for the area in question.

An ownership list and map prepared by the Leavenworth GIS Department with names and addresses of all property owners located within 200 feet, excluding streets and alleys, of the boundaries of the property will be obtained by city staff after the application is submitted. If the property is adjacent to the city limits, the area is expanded to 1,000 feet of property owners outside the city limits.

SPECIFIC CRITERIA FOR SIGN APPEAL: The City Commission's vote on each of the five conditions below shall be entered in the record.

- (a) Uniqueness of the Situation: The appeal requested arises from such condition which is unique to the property in question and is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.
- (b) Rights of Others: The granting of the appeal will not adversely affect the rights of adjacent property owners or residents.
- (c) Undue Hardship Imposed by the Proper Applications of the Sign Code: That the strict application of the provisions of the sign code from which an appeal is requested will constitute unnecessary hardship upon the property owner represented in the application.
- (d) Public Safety, Health and Order: The appeal will not adversely affect the public health, safety, morals, order, convenience, prosperity, or general welfare.

(e) General Spirit or the Sign Code: The appeal will not be opposed to the general spirit and intent of the	
I hereby swear that all of the above statements and the statements contained in any papers submitted herewit	h are true to the best of my knowledge.
Signature of Appellant:	06/11/2019
I hereby concur with this submittal of the application for review. (Required if property owner is different than ap	pellanti
Signature of Property Owner:	5/24/19

Revised May 2019

- No message or identification (i.e., the name of establishment or the services offered)
  may be displayed more than once within the permitted total sign surface area per
  each front, side or rear wall.
- 6. The listing of an establishment's hours of operation shall be exempt from these regulations, provided that the area of the sign containing hours of operation shall be no greater than two square feet.
- 7. The listing of directional information (i.e., "parking in rear" or "use other door") shall be exempt from these regulations; provided that the area of the sign containing directional information is no greater than three square feet.
- 8. The use of window framing (i.e., a continuous light source illuminating the perimeter of an individual windowpane or a group of windowpanes) is prohibited.
- 9. Accessible doors to a business establishment shall be limited to the following types of window signage:
  - (a) Business name;
  - (b) Hours of operation;
  - (c) Phone number;
  - (d) Building or tenant address;
  - (e) Website; and
  - (f) The use of dark, opaque background panels for internally illuminated signs or letter faces is required to reduce the glare or glow of such signs.

# 8.11. Signs Permitted in Commercial and Industrial Districts (OBD, CBD, GBD, I-1 & I-2)

	Maxir	num Nu	ımber	Ma	ximum S	ize	Max	imum H	eight
V	CBD	OBD	GBD, I-1 & I-2	CBD	OBD	GBD, I-1 & I-2	CBD	OBD	GBD I-1 8 I-2
Attached Signs [1] [2]	1 per side	1 per side	1 per side	96 s.f.	150 s.f.	500 s.f.	N/A	N/A	N/A
Freestanding Signs [3] [4]	1	1	1	50 s.f.	50 s.f.	100 s.f.	15	15	15
Window Signs	N/A	N/A	N/A	150 s.f. or 33% of windo w area	150 s.f. or 33% of windo w area	150 s.f. or 33% of windo w area	N/A	N/A	N/A

- [1] Maximum 10% of wall surface to which signs are attached
- [2] Projecting signs are allowed as regulated by section 8.11.C.5
- [3] When located across street from commercial or industrial use, height may be increased per section 8.11.D.1

# DEVELOPMENT REGULATIONS ARTICLE 8. SIGNS

8.11 Commercial & Industrial

[4] Size may not exceed 1 s.f. per lineal foot of frontage in OBD or CBD, and 2 s.f. per lineal foot of frontage in GBD, I-1 & I-2

- A. All signs as regulated and permitted in Section 8.07 Signs Permitted in All Districts.
- Signs as regulated and permitted in the NBD.
- C. Signs attached to a building shall be allowed as follows:
  - One sign shall be allowed for each side of a structure or part of a structure clearly defined as an individual storefront. An individual storefront shall have an exterior wall clearly related to the interior space of that storefront and may or may not have windows or an entrance door to the inside of the building.
  - The sign surface area shall not exceed ninety-six (96) square feet in Office Business District (OBD), 150 square feet in Central Business District (CBD) and 500 square feet in General Business District (GBD) and Light and Heavy Industrial Districts (I-1 & I-2) or 10% of the wall surface to which the sign(s) are attached, whichever is less.
  - 3. The permitted signs may be wall signs, projecting signs, mansard signs, roof signs, or marquee signs. A roof sign shall not exceed the highest point of the roof of the structure. A marquee sign may be an electronic changeable message sign.
  - 4. The signage permitted herein may be an electronic changeable message sign, provided it complies with all applicable standards.
  - 5. Projecting signs shall not project from the wall greater than a distance of six feet or encroach in a public right-of-way in OBD, GBD, I-1 or I-2 and shall maintain eight feet of clearance from grade. Projecting signs in the CBD may encroach in the right-of-way, but shall be constructed of approved nonflammable, safety material, shall maintain eight feet of clearance to grade, and shall not be closer than five feet to a curb line.
  - 6. In computing the square foot allowance for a projecting sign, the total area of the sign shall be included in the total sign surface area allowed, but shall not exceed 24 square feet, unless an exception is granted by the City Commission, provided that no projecting sign shall exceed 48 square feet. Projecting signs shall not reduce the number of signs allowed per wall as otherwise allowed by this code.
- D. One free standing sign shall be permitted per parcel and regulated as follows:
  - 1. Free standing signs shall not exceed 15 feet in height. Where a sign is located across the street from a property zoned for commercial or industrial uses, the height of the sign may be increased to a height of 25 feet, provided that the nearest edge of the sign is setback from the property line 2 feet for each additional 1 foot in height.
  - No part of a free standing sign face or sign structure shall be closer than five feet to any property line and shall not obstruct traffic vision.

## Ashley Ramos

Midwest Sign Company 550 N. Stanley Rd. Kansas City, KS 66115 816-866-7446 ashley@midwestsigncompany.com

10th June, 2019

Attn: City Clerk 100 N 5th St. Leavenworth, KS 66048

To Whom it May Concern,

Enclosed is a check in the amount of \$75 made out to the city for a sign appeal application. The proposed sign (for FedEx) is located at the Walmart store located at 5000 10th Ave. A receipt can be sent to me via the email address listed above. Thank you.

Sincerely,

Ashley Ramos



## PERMANENT SIGN PERMIT APPLICATION

# City of Leavenworth, Kansas Planning & Zoning Department

100 N 5th Street • Leavenworth Kansas 66048 • 913-680-2626

This application cannot be processed unless fully completed and all required documents are provided.

If you have any questions about completing the form, please call the Department of Planning and Zonica.

, year and a section picting the joint, pieuse can the Departmen	it of Planning and Zoning.
Business/Entity Displaying Sign Fedex	
Site Address 5000 10th Avenue	Erecting Sign? Y N
Phone ( ) Cell ( )	Fax ( )
Owner of Property Wal-Mart Real Estate Business Trust	Phone ( )
Address 2001 SE 10th St. Bentonville AR Property Owner's Street # and Name City State	Signature (1/4)
Contact for Application Tony Russell 913)235-7	929 tony@midwestsigncompany.com
Sign Contractor: Company Name Midwest Sign Company, LLC	Email tony@midwestsigncompany.com
Address 550 Stanley Road, Kansas City, KS 66115 Street # and Name City State  Business Lie	Email cense # 3435
Phone <u>816)866-7446</u> Cell <u>(9132357929</u> Fax ( )	Erecting Sign? / Yes No
Sign Contractor's Signature Tony A Russell Digitally signed by Tony A Russell Date: 2019.04.10 17:33:21 -05'00'	ate 4/10/2019
Sign Information:   Wall Free Standing	Other
	aterials Aluminum, Acrylic
ogo Height ft Logo Area sq ft	
ttached Sign, also needs: Bullding Height 32 ft Building Width 50 ft Total Area 16  * The wall the sign will be located on (circle one) North South Ear	
Conument Sign also need: Usinto as as a survey	st West
Attached to this Sign Permit Application is a plan, sketch, drawing, blueprint or sign	
showing pertinent structural details per the Sign Code in the City's Developments Reg	milar presentation drawn to scale,
IGN FEES: <u>50 SQFT OR LESS -\$50</u> <u>GREATER THAN 50 BUT LESS THAN 100 SQ FT - \$75</u> <u>REFACE - HALF THE PRICE OF ORIGINAL SIGN FEE (\$25, \$37.50 OR \$50)</u>	
business owner or agent, I hereby certify this sign application and attached plans to be correct e City's adopted Development Regulations and stipulations, if any, as described in this permit. plication can result in a delay of processing this application.	and agree to abide by the sign code in I understand that an incomplete
relature of Business Owner/Agent Tony A Russell Digitally signed by Tony A Russell Date: 2019.04.10 17:33:35-05:00	Date 4/10/19
	By Cash - Payable at City Hall
By Credit Card - on-line or in person at City Hall	
R OFFICE USE ONLY Fee: Date R	emitted:
Cash Credit Card Che.	
nor Certificate of Appropriateness for Historic District O Approved	O Denied
ff Reviewer/Approver	Date



Project Name: 2568 Leavenworth, KS #0026

Center Number: 2568

Project Number: 1003332

Street: 5000 10th Avenue

City, State, Zip: Leavenworth, KS 66048

Date: 03/29/19

# INDEX

I Site Location Map

II Overview Photographs

III Code Research

IV Inventory/Site Plan

V Inventory/Recommendation Detail

VI Approval Forms



2655 International Pkwy., Virginia Beach, VA 23452 PHONE: (757) 427-1900 - FAX: (757) 430-1297 www.AGI.net

#### REVISION HISTORY

REV.#	Date
1	03/29/19
2	
3	
4	
5	
6	
7	
8	



2568 Leavenworth, KS #0026

2568 Center Number:

Project Number: 1003332

## SITE LOCATION MAP







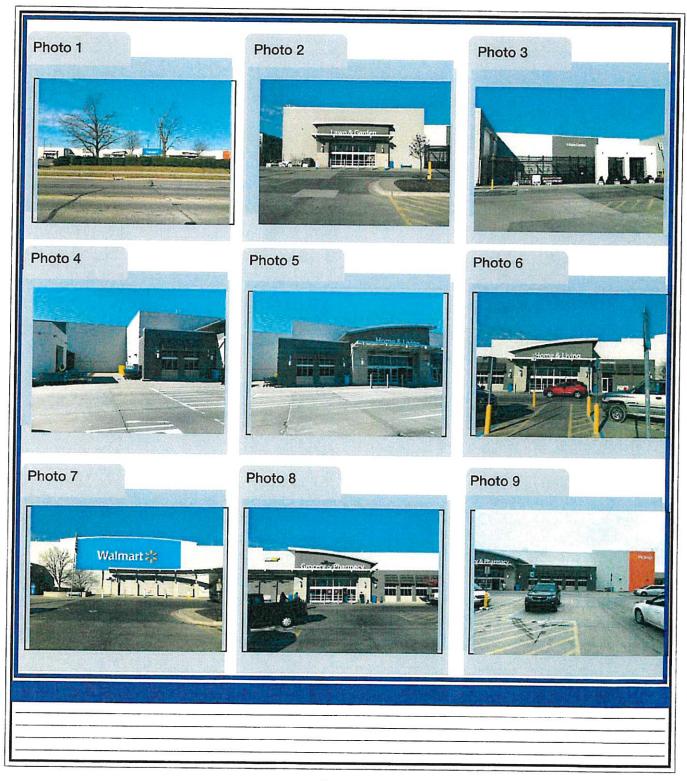
2568 Leavenworth, KS #0026

2568

1003332

Project Name: Center Number: Project Number:

# **OVERVIEW PHOTOGRAPHS**





Project Name:	2568 Leavenworth, KS #0026			
Center Number:	2568			
Project Number:	1003332			

# **CODE RESEARCH**

Fed Ex - Walmart / Code Check Form  Customer Name: Project Name: O026 Address: City: City: City: State: Zip: Address Sign Program (MSP): Yes No	
Wall Signs  Are wall signs allowed? Yes No Square footage based on: Street Frontage Building Frontage Square footage based on: Street Frontage Square footage based on: Street Frontage Square footage footage based on: Street Frontage Square footage Square footage Square footage based on: Street Frontage Square footage Square footage Square footage based on: Street Frontage Square footage Square footag	egulated
Notes:	



Project Name:	2568 Leavenworth, KS #0026			
Center Number:	2568			
Project Number:	1003332			

# **CODE RESEARCH**

	Permit Requirements	
Permits can be applied for by:	Mail Authorized Agent	Review Board: Yes No No
License Required:	Business Contractors	Contact: N/A
Signature Required on Application:	Owner Agent Contractors	Phone Number: N/A
Documents Required: Number of Document Copies:		ealed Engineering Additional Professional Seals N/A
Document Size: _S	andard Cost of Permit: 50	9 SF or loss: \$50 / 50-100 SF: \$75 / 100 SF+: \$100 - half fee for face replacement
		one
Are permits required to remodel / repair		
	e hook up of the sign, is a licensed electrician required	to come in person? Yes No
Are permits required to be obtained in p		
How long are permits good for: 6 mg		
Board Name if required? N/A	Meeting Tir	
Application Deadline: N/A	Number of requ	uired meetings:
	as their only requirement? Yes No	
Are there any other requirements for the		· · · · · · · · · · · · · · · · · · ·
Describe the full Permit Process per mu	cipal staff remarks:	
Submit the permit	unnlication to Michalla, aboutill as	4 1 20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
odbillit the permit	pplication to Michelle, she will re	view and either give approval or denia
	Variance Procedures	
Are variances allowed	Variance Procedures	
Are variances allowed'	Yes No 🗌	# Aggregation to the same of t
Likelihood of a variance being approved	Yes No	# Approved last year:
	Yes No No Approved:  Mail Authorized Agent Business	# Approved last year:
Likelihood of a variance being approved Variance can be applied for by	Yes No	
Likelihood of a variance being approved Variance can be applied for by Signature required on application	Yes No	Contractors
Likelihood of a variance being approved  Variance can be applied for by  Signature required on application  Must attend variance hearing	Yes No	
Likelihood of a variance being approved  Variance can be applied for by  Signature required on application  Must attend variance hearing  Documents required	Yes No	Contractors
Likelihood of a variance being approved Variance can be applied for by Signature required on application Must attend variance hearing Documents required Quantity Required Document color Length of time to secure variance	Yes No	Contractors   Additional Professional Seals   N/A
Likelihood of a variance being approved Variance can be applied for by Signature required on application Must attend variance hearing Documents required Quantity Required Document color Length of time to secure variance. Board Name if required? Board of Adjust	Yes No	Contractors  Additional Professional Seals  N/A N/A N/A Standard
Likelihood of a variance being approved Variance can be applied for by Signature required on application Must attend variance hearing Documents required Quantity Required Document color Length of time to secure variance. Board Name if required? Board of Adjust	Yes No	Contractors  Additional Professional Seals  N/A  N/A  Standard  Per Carrie, all fees vary Per Carrie Per Carri
Likelihood of a variance being approved Variance can be applied for by Signature required on application Must attend variance hearing Documents required Quantity Required Document color Length of time to secure variance. Board Name if required? Board of Adjust Application Deadline: Not regulated Can the owner sign an LOA for Submittal	Approved:  Mail	Contractors  Additional Professional Seals  N/A  N/A  Standard  Per Carrie, all fees vary Per Carrie Per Carri
Likelihood of a variance being approved Variance can be applied for by Signature required on application Must attend variance hearing Documents required Quantity Required Document color Length of time to secure variance. Board Name if required? Board of Adjust Application Deadline: Not regulated Can the owner sign an LOA for Submittal	Approved:  Mail	Contractors  Additional Professional Seals  N/A  N/A  Standard  Per Carrie, all fees vary Per Carrie Per Carri
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Likelihood of a variance being approved Variance can be applied for by Signature required on application Must attend variance hearing Documents required Quantity Required Document color.  Length of time to secure variance. Board Name if required? Board of Adjust Application Deadline: Not regulated Can the owner sign an LOA for Submittal Are there any other requirements for the owner sign and the color of	Approved:  Mail	Contractors  Additional Professional Seals  N/A  N/A  Standard  Per Carrie, all fees vary Per Carrie Per Carri
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Likelihood of a variance being approved Variance can be applied for by Signature required on application Must attend variance hearing Documents required Quantity Required Document color.  Length of time to secure variance. Board Name if required? Board of Adjust Application Deadline: Not regulated Can the owner sign an LOA for Submittal Are there any other requirements for the owner sign and the color of	Authorized Agent Business Cowner Agent Lawyer Downer Agent Lawyer Downer Agent Lawyer Downer Business Die Details Sign Details Document Size:    1	Contractors  Additional Professional Seals  N/A  N/A  Standard  Per Carrie, all fees vary Per Carrie Per Carri
Likelihood of a variance being approved Variance can be applied for by Signature required on application Must attend variance hearing Documents required Quantity Required Document color Length of time to secure variance. Board Name if required? Board of Adjust Application Deadline: Not regulated Can the owner sign an LOA for Submittal Are there any other requirements for the o	Authorized Agent Business Cowner Agent Lawyer Downer Agent Lawyer Downer Agent Lawyer Downer Business Die Details Sign Details Document Size:    1	Contractors  Additional Professional Seals  N/A  N/A  Standard  Per Carrie, all fees vary Per Carrie Per Carri



2568 Leavenworth, KS Project Name: #0026

Center Number: 2568

Project Number: 1003332

# **INVENTORY/SITE PLAN**



SIGN#	EXISTING TYPE	ACTION	PROPOSED TYPE	DESCRIPTION
N01	No Existing Sign	NI	FEKCL-20-H-R	20" Illuminated Channel Letters w/wireway



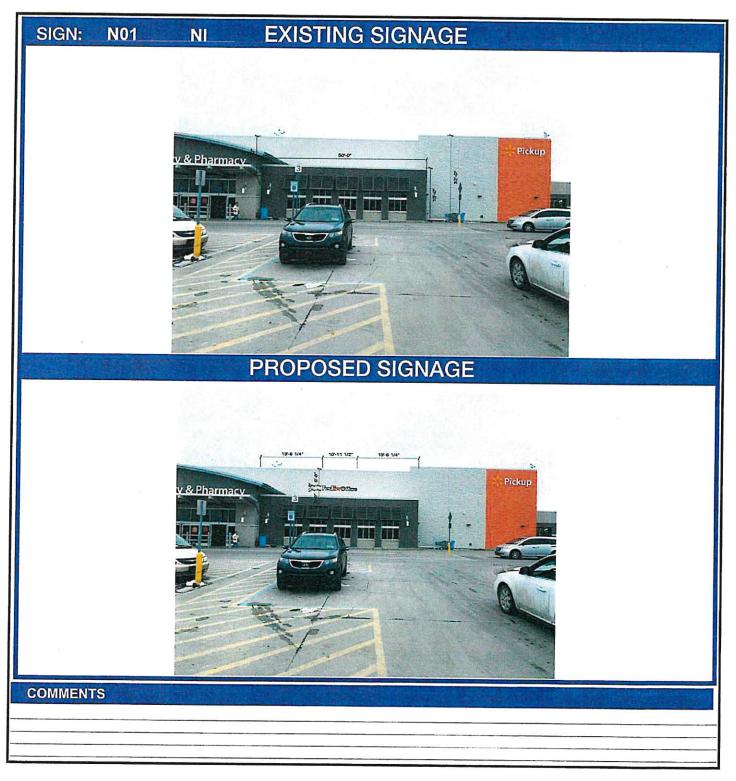
2568 Leavenworth, KS

Project Name: #0026

Center Number: 2568

Project Number: 1003332

# **INVENTORY/RECOMMENDATION DETAIL**



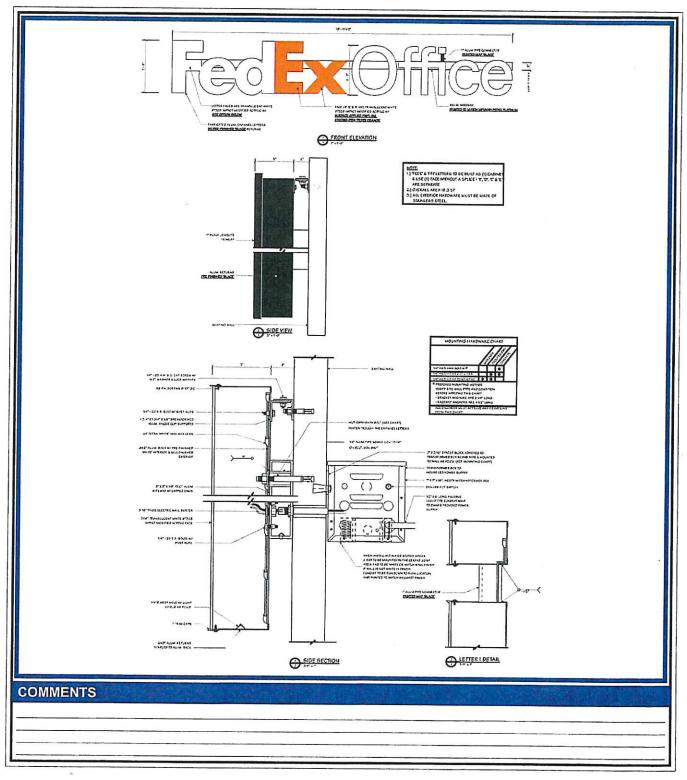


2568 Leavenworth, KS Project Name: #0026

Center Number: 2568

Project Number: 1003332

# **SIGNAGE LAYOUTS NO1**





2568 Leavenworth, KS Project Name: #0026 Center Number: 2568 Project Number: 1003332

## TO BE COMPLETED BY LANDLORD / PROPERTY OWNER

To Whom It May Concern:

Christophur Hyatt

I, on behave of Walmort, Ing Property Owner or Landlord ("Owner") of the property located at 5000 10th Ave. Leavenworth, KS 06048 ("property") have reviewed the placement of the sign(s). and do hereby give authorization to AGI and/or their agents ("AGI") to erect sign(s) at the above named location as shown on the attached plan. I fully authorize AGI to sign and notarize permit application(s) on behalf of Owner. This authorization is expressly limited to signing and delivering applications for submittal that are related to the attached signage. This authorization does not empower AGI to either negotiate on Owner's behalf or otherwise obligate Owner in any manner whatsoever. If Owner does not sign a lease with FedEx Office for a space at the Property, the authority in this document is automatically revoked.

By: Landlord/Property Owner Signature
Print Name Here: Christophus Hyatt
Owner/Landlord Address:
Bentonville, AR 72716
Phone: 479 - 204 - 0215

Please fax this page to (757) 427-6112 Attn: Kelsey Donahue

Phone number: (757) 301-7008 Ext:2127

2655 International Pkwy. Virginia Beach, VA 23452

kdonahue@AGI.net

REVISION HISTORY

REV	# Date		
1	03/29/19		
2			
3			
4			
5			
6			
7			
8			

Leavenworth, Kansas City Clerk 100 North 5th Street Leavenworth, KS 66048 Welcome

004295-0014 Mariah L. 06/26/2019 11:52AM

## MISCELLANEOUS

Description: APPEAL APPLICATION-CITY COMMISSION (CC48) 2019 Item: CC48

1 @ 75.00 75.00

75.00
Subtotal 75.00
Total 75.00
CHECK 75.00
Check Number 8013
Change due 0.00

Paid by: MIDWEST SIGN COMPANY

Thank you for your payment CUSTOMER COPY

# Policy Report No. 7-2019 2019 Edward Byrne Memorial Justice Assistance Grant Application August 13, 2019

Prepared by:

Approved by:

Patrick R. Kitchens, Police Chief

Paul Kramer, City Manager

## **ISSUE:**

The Police Department is requesting authority to apply for the 2019 Edward Byrne Memorial Justice Assistance Grant in the amount of \$23,873.00

## STAFF RECOMMENDATION:

Staff recommends approval.

## **BACKGROUND:**

On July 25, 2019 the U.S. Department of Justice released the annual Edward Byrne Memorial Justice Assistance Grant local solicitation and identified the City of Leavenworth, Kansas as eligible for \$23,873.00. This is an annual grant made available to law enforcement agencies in the United States and we have experienced great success with these funds. Typically, we have used these funds to purchase police equipment.

This grant application requires the City of Leavenworth to share this allocation with Leavenworth County as they are categorized in the disparate grouping. The allocation is based upon a formula which provides the City of Leavenworth will receive \$13,873.00 and Leavenworth County will receive \$10,000.00. The City of Leavenworth must apply for this grant on behalf of both entities.

The Leavenworth County Sheriff's Office intends to use the funds to purchase law enforcement equipment.

## **BUDGET IMPACT:**

No City of Leavenworth funds are necessary for this grant application.

CITY of LEAVENWORTH, KANSAS

# **COMMISSION ACTION:** Authorize the Police Department to apply for the 2019 Edward Byrne Memorial Justice Assistance Grant in the amount \$23,873.00 of which \$10,000.00 will be given to Leavenworth County Sheriff's Office. This action requires the City Manager and City Attorney to sign an Interlocal agreement with Leavenworth County. Further, it requires the Mayor to sign an additional document entitled "Certifications and Assurances by the Chief Executive of the Applicant Government." CITY of LEAVENWORTH, KANSAS

#### 2019 KANSAS LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf and current JAG Frequently Asked Questions here: https://www.bja.gov/Funding/JAGFAQ.pdf.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
KS	DOUGLAS COUNTY	County		
KS	LAWRENCE CITY	Municipal	\$30,123	\$30,123
KS	FINNEY COUNTY	County	*	
KS	GARDEN CITY	County Municipal	\$14,240	\$14,240
KS	FORD COUNTY	County	*	
KS	DODGE CITY	Municipal	\$10,374	\$10,374
KS	GEARY COUNTY	County	*	
KS	JUNCTION CITY	Municipal	\$17,365	\$17,365
KS	HARVEY COUNTY	County	*	
KS	NEWTON CITY	Municipal	\$10,148	\$10,148
KS	JOHNSON COUNTY	County	5.25 (1956) * (1966) (1966)	
KS KS	OLATHE CITY	Municipal	\$21,070	
KS	OVERLAND PARK CITY SHAWNEE CITY	Municipal Municipal	\$37,823 \$12,178	\$71,071
KS	LEAVENWORTH COUNTY	County	*	
KS	LEAVENWORTH CITY	Municipal	\$23,873	\$23,873
KS	RENO COUNTY	County	*	
KS	HUTCHINSON CITY	Municipal	\$22,101	\$22,101
KS	SALINE COUNTY	County	*	
KS	SALINA CITY	Municipal	\$19,362	\$19,362
KS	SEDGWICK COUNTY	County		
KS	WICHITA CITY	Municipal	\$388,020	\$388,020
KS	SHAWNEE COUNTY	County	*******	
KS	TOPEKA CITY	Municipal	\$71,199	\$71,199
KS	RILEY COUNTY	County	\$19,427	
KS W	YANDOTTE COUNTY AND KANSAS CITY UNIFIED GOVERNMENT	Municipal	\$98,777	
	Local total		\$796,080	

#### **Patrick Kitchens**

From:

1.50

Dedeke, Andrew <adedeke@leavenworthcounty.gov>

Sent:

Friday, July 26, 2019 7:21 AM

To: Subject: Patrick Kitchens Re: Byrne Grant

I agree, thanks.

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Patrick Kitchens <pkitchens@firstcity.org>

Date: 7/26/19 6:45 AM (GMT-06:00)

To: "Dedeke, Andrew" <adedeke@leavenworthcounty.gov>

Cc: Dan Nicodemus <dnicodemus@firstcity.org>

Subject: Byrne Grant

Sheriff,

I received notification late last night of the annual Byrne Grant allocation in the amount of \$23,873. Using our generally accepted formula (60/40) the Leavenworth PD would receive \$13,873 and the Sheriff's Office would receive \$10,000.

If you agree I will proceed with the grant application and will attend the August 13, 2019 City Commission meeting for approval.

#### Chief Kitchens

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## CITY OF LEAVENWORTH

TO:

**CITY COMMISSIONERS** 

FROM:

JERMAINE WILSON, MAYOR

**SUBJECT: CITY APPOINTMENTS** 

DATE:

AUGUST 13, 2019

I move to recommend the following appointment:

## **Community Development Advisory Board:**

• Reappoint Kathryn Schiller, Bobbie Snyder and Ralph Taylor to a term ending August 31, 2022

# Policy Report No. FIN-18-02 Public Hearing on the Proposed 2020 Budget & Capital Improvement Plan

August 13, 2019

Prepared By:

Approved By:

Ruby Maline Finance Director

Paul Kramer
City Manager

#### Issue:

According to State statute, the City Commission must hold a Public Hearing prior to adopting the 2020 City Budget in order to receive citizen comment. Attached please find a copy of the notice of public hearing that was published in *The Leavenworth Times*.

By resolution, the Commission must also adopt the 2020 Housing Budget.

At the July 11th and 12th City Commission Budget & Capital Improvement Program (CIP) Work Session, the governing body reviewed the recommended 2020 budget and the 2020 – 2024 Capital Improvement Program (CIP). The CIP is a comprehensive plan outlining all capital improvements (and funding source) and projects proposed to be pursued by the City for the next five years as constrained, of course by limited financial resources.

#### Recommendation:

Staff recommends that the City Commission:

- Hold the required public hearing and then consider the adoption of the proposed 2020 budget and 2020 – 2024 CIP with or without amendment, and
- Adopt the 2020 Housing budget.

#### Background:

Last month, staff presented to the City Commission the proposed 2020 budget and 2020-2024 CIP. Attached is the budget transmittal letter that provides an overview of 2020 budget and CIP issues, budget summary, and a resolution adopting the 2020 Housing budget.



July 9, 2019

Mayor and City Commission City of Leavenworth Leavenworth, Kansas

Dear Mayor and Commissioners:

The City of Leavenworth Management Team is pleased to present the 2020 Operating Budget and 2020-2024 Capital Improvements Program (CIP). The two budget processes were combined this year to provide the Commission and residents of Leavenworth with a clearer comprehensive view of total city resources and expenditures. The change also reflects the interconnectivity between the budgets.

#### I. OPERATING BUDGET

The 2020 Operating Budget is balanced, as required by law, and builds on the City's goal to provide high-quality services while maintaining sound financial standing. The budget contains revenue and expenses for all City funds and includes a "pass-through" levy as mandated by the Library Ordinance. The overall proposed mill levy shows a minimal decrease from 31.747 to 31.729.

The Management Team has evaluated economic trends, City Commission priorities and adopted goals, public discourse and feedback, staff recommendations and many other factors while drafting the operating and capital budgets. The following issues, in context of their relation to available resources, were discussed at length in development of the 2020 budget:

- Shifting considerable existing resources to the 2020 allocation for road maintenance. Part of the
  decision to combine the two budget processes was to discuss road funding a CIP expenditure –
  in context of the larger budget process.
- · Funding of a rental property coordinator to implement a new program for the City.
- Implementing the first full year of the employee classification and compensation study.
- Adding a civil engineering position, which will be funded by resources traditionally allocated to contracted engineering work on street and street-related projects.
- Employee health/welfare and retirement expenses.

#### General Fund

The City's General Fund accounts for core municipal functions and services such as Police, Fire, Parks and Recreation, Public Works, Planning and Administration. This is an operating budget focused primarily on revenues coming and going in a particular fiscal year. The primary revenue streams that support the General Fund budget are: 1) Sales and Use Taxes; 2) Property Taxes; 3) Charges for Services;

4) Fines and Forfeitures; and 5) Franchise Fees. Fluctuations in these revenue streams affect how the City is able to pay for and maintain core services.

#### Revenue Highlights

- The City experienced an increase in initial assessed valuation from \$212,395,600 in 2019 to \$219,502,504 in 2020 – an increase of 3.0%.
- Total sales tax revenues in the Tax Funds are budgeted to increase \$433,680, or 3.0%, over 2019.
   Several other revenue sources increased, including property tax (\$221,818), franchise fees (\$165,062) and motor vehicle tax (\$32,032). The most substantial decline is in court fines/fees (-\$50,000).
- There are increases in other revenue sources, including interest income, transient guest tax, and charges for services.

Additionally, the General Fund includes a budgeted reserve of \$2,727,289, which is available to support unanticipated expenses or underperforming revenues. The 2020 budgeted reserve decreased to 31% from 33% in 2019, which is still well above the City's reserve target of 16.67 %.

#### Expense Highlights

- The Riverfront Community Center requires an operating subsidy of \$400,000 in the 2020
   Operating Budget. Everything from utilities, insurance, supplies and maintenance increase year-to-year, without a corresponding increase in revenue. Future changes in either revenue or expenses will need to occur to freeze or reduce the trend in escalating operating subsidies.
- The inclusion of \$62,000 in total compensation for a rental property coordinator.
- City contributions to the Police and Fire KP&F State Pension system and in the KPERS State
   Pension system contribution rate for all other City employees saw a \$26,035 increase for 2020.
- Health insurance costs are budgeted to increase 8% (which would equate to \$310,000), although
  the exact amount is unknown at this time. There are also slight increases budgeted for dental
  and vision costs.
- The 2020 portion of the 5-year phased implementation of the employee classification and compensation study of \$268,000.

The 2020 employee compensation plan recommendation is to include a 2.25% across the board increase for employees, implemented mid-year. The compensation plan is slightly below those being provided by most municipalities in the region. However, when combined with the classification and compensation allocation, the City remains competitive in the region for employee investment.

#### Other budgets included

It is again useful to consider the 2020 budget document as consisting of four separate budgets: Library Funds, Federal Grant Funds, Non-Tax Funds and Tax Funds.

#### Library

The Library Ordinance establishes a mill rate of 3.75 mills, which generates \$823,143 for 2020 operations. Additionally, there is a second levy for the Library Employee Benefits Fund (EBF). That levy fluctuates based on cost and is currently anticipated to be 1.080, which will generate \$237,167. The library also receives other (motor vehicle and delinquent taxes) funding.

#### **Federal Grant Funds**

The City receives grants each year for Planters II, Section 8, Community Development, and Comprehensive Improvements Assistance Program (CIAP) activities. The 2020 Planters II expense budget increased \$15,335 over 2019. Increases in expenditures are due to increased health insurance and paying for a portion of the Community Development Director position. The financial condition of the Fund is stable. The 2020 Section 8 Fund expense budget include a \$5,843 increase in personnel costs, but mostly stays the same as 2019.

The 2020 Community Development Block Grant funds are estimated to decrease to \$319,799. Of that total budget, \$63,959 may be used for administrative purposes; the balance, or \$255,840, is used for a variety of community projects in accordance with CDBG guidelines.

The CIAP Fund (Planters II Capital Fund) was established to account for federal grants received each year for repairs and renovations to the Planters II facility. The Fund will begin 2020 with a balance of \$150,000 while federal grant revenue of \$370,023 is budgeted for the year. Thus, total resources in 2020 are \$520,023 and are budgeted for building improvements.

#### Non-Tax Funds

These Funds derive their financial support from sources other than ad valorem taxes. Expense budget levels for these Funds are generally dependent upon the availability of revenue generated through the pursuit of the Fund's activity. For example, the Sewer Fund expense budget is dependent upon funds generated from the sale of sewer services.

The 2020 expense base budget for this group of Funds increases \$1,412,746 or 6.4%, to \$22,000,727. These increases are due to projects carried over from 2019 that are restricted for capital outlay (\$502,452); for streets (\$310,358); increased TIF payouts; increased activity in the CVB funds; and increased activity in the sewer and refuse funds.

	2019	2020
Fund	Budget	Budget
Countywide Sales Tax	3,728,062	2,792,940
Streets	2,149,944	2,460,302
CIP Sales Tax Fund	2,607,792	4,045,366
Zeck TIF Fund	804,711	980,544
Econ Develop Fund	950,265	942,230
Probation Fund	255,522	238,643
Sewer	5,811,099	6,126,264
Refuse	2,295,911	2,637,622
Refuse Restricted	35,760	15,000
Police Seizure	157,592	0
CVB Fund	872,311	917,281
Hotel TIF Fund	529,174	537,451
Home Depot Tax Increment	359,838	307,084
Special Park Gift	30,000	0
Total	\$20,587,981	\$22,000,727

The 2020 Streets Fund operating budget increases \$310,058, or 12%, from the 2019 budget due to increases in personnel costs and budgeted capital outlay. There is no anticipated subsidy transfer from the General Fund.

The Convention and Visitor's Bureau Fund was established in 2014 to account for the receipt of transient guest tax revenue that had previously been accounted for in the General Fund. The Fund began 2019 with \$466,481 and an additional \$450,800 in revenue was budgeted during 2020. Budgeted expenses are \$389,790. Operating Reserves are budgeted at \$527,491 to be available should other projects become identified. The 2020 expense budget is \$44,970 higher than 2019, due to increases in grant payouts, promotional activities, and professional services.

The 2020 Sewer Fund budget is \$282,715 higher than 2019; Long-term financing analysis of the fund indicates that a utility rate increase of 8% will be required for expenditures at the sewer plant and will generate an additional \$293,390 in utility revenue this year. This increase is necessary for the full replacement of the sweep arm, skimmer and interior mechanisms of the original 1972 final clarifier in the amount of \$250,000; the balance is due to increased personnel costs.

The 2020 Refuse Restricted Fund beginning balance is expected to be \$13,714 and a \$5,000 transfer from the Refuse Fund will result in total 2020 resources of \$18,714. Budgeted 2020 expenditures include \$15,000 mowing and erosion control activities.

The 2020 Refuse Fund long-term financing analysis indicates that a utility rate increase of 6% will be required for future capital expenditures of a refuse truck that will bring the fleet back to the original replacement schedule. The 6% rate increase will generate an additional \$156,100 in utility revenue.

The Home Depot Tax Increment Fund was established to account for the receipt and distribution of funds received from Home Depot as required by the tax increment financing agreement initiated in 2003. It is estimated that approximately \$307,084 will be paid to Home Depot in accordance with the agreement.

Two additional TIF funds were added to account for the collection and distribution of funds as required by tax increment financing agreements with Zeck Ford, First City Hotels, and Home 2 Suites Hotel. Zeck Ford TIF fund is anticipated to have \$914,911 paid out and the Hotel TIF funds are anticipated to have \$537,451 paid out.

#### Bond and Interest Fund

The 2020 Bond and Interest Fund expense budget increases \$464,535 due to increased debt service payments. Budgeted 2020 payments consisted of principal of \$3,430,000 and interest of \$579,762. New debt payment for 2020 includes principal of \$110,000 and interest of \$47,347 for the 2018 general improvements bonds.

#### **Assessed Valuation**

Based upon information recently received from the County Clerk, the City of Leavenworth experienced an increase in assessed valuation from \$212,395,600 to \$219,502,504. This is about a 3.0% increase, however, tax abatement property values increased to \$4,940,194.

	2019	2020		
	Budget	Budget	Variance	
Real Property	\$196,347,637	\$202,828,770	\$6,471,133	
Personal Property	4,009,374	3,894,684	-\$114,690	
State Assessed Utilities	12,038,589	12,779,050	\$ 760,461	
Total	\$212,395,600	\$219,502,504	\$7,106,904	

#### Ad Valorem Taxes

The following table illustrates the 2020 ad valorem tax levy (prior to the delinquency rate calculation) required by each City Fund.

	2019	2020	
Fund	Budget	Budget	Variance
General Fund	\$3,430,109	\$3,675,224	6.70%
Recreation	483,670	449,291	-7.65%
Bond & Interest	1,621,569	1,676,576	3,30%
Fire Pension	136,257	90,028	-33,90%
Police Pension	13,605	13,317	-2.20%
Subtotal - City	5,685,210	5,964,746	4.70%
Library Fund	796,403	823,143	2.50%
Library Employee Benefits	261,126	237,167	-9.2%
Subtotal - Library	1,057,529	1,063,310	0.5%
Total	\$6,742,739	\$6,964,746	3.20%

## Mill Levies

The table below illustrates the 2020 mill levy rate for each City Fund requiring ad valorem tax support given the assessed valuation data provided by the County Clerk.

	2019	2020	
Fund	Budget	Budget	Variance
General Fund	16.150	16.743	.593
Recreation	2.277	2.047	-0.23
Bond & Interest	7.635	7.638	0.003
Fire Pension	0.642	0.410	-0.232
Police Pension	0.064	0.061	-0.003
Subtotal - City	26.768	26.899 <sup>-</sup>	0.121
	2019	2020	
Fund	Budget	Budget	Variance
Library Fund	3.750	3.750	0.000
Library Employee Benefits	1.229	1.080	- 0.149

Subtotal - Library	4.979	4.830	-0.149
Total	31.747	31.729	-0.018

#### I. CAPITAL IMPROVEMENTS BUDGET (CIP)

The CIP is comprised of three sources: 1) ¼ of the City's local sales tax, 2) The City's portion of the countywide sales tax, and 3) General Obligation Bonds issued by the City for the road maintenance program. The CIP is allocated for a number of bond financed and pay-as-you-go projects, buildings, equipment needs, operating transfers and infrastructure items. Projects included in the CIP are prioritized by staff evaluation of operations, equipment, building and infrastructure conditions along with Commission priorities and direction. Although the CIP represents a five-year-look-ahead, the program is evaluated on a yearly basis to offer the most flexibility to the Commission and the community.

#### 2020 CIP Highlights Include

- The inclusion of \$650,000 of CIP sales tax funds to go along with the \$1.35 million in GO bonds to bring the 2020 road expenditure program to \$2 million.
- Budgeting for the replacement of the 1992 Fire Department Aerial Truck.
- The replacement of six (6) City vehicles, including four (4) Police patrol vehicles.
- Ongoing debt allocations for the Business and Technology Park, Thornton and 10th Avenue street projects, the Animal Control facility and the Second Street over Three-Mile Creek project.
- The replacement of the playground equipment structure at Dougherty Park.
- A variety of equipment and tools to allow the Streets Division to more comprehensively and efficiently work on road repairs and pothole patching.
- A budgeted \$24,926 for repairs and painting to restrooms, concession stands and shelters at various parks.

#### Conclusion

The 2020 recommended operating budget and 2020-2024 CIP reflect the continuation of modest, yet positive growth in revenue and service delivery. The recommended budget proposes to invest heavily in the City's road network, to invest in employee development and workforce stabilization while making enhancements in parks and recreation, community resources and City capabilities with a decrease in mill rate. Additionally, revenue trends and careful consideration of expenses in the previous few years has allowed the City to sustain pre-recession reserve levels.

As with any budget process, certain areas were selected for enhancements, while others that were equally affected by cuts in previous years remained unchanged. We hope the proposed budget matches the goals and expectations of the residents of Leavenworth and the City Commission.

We appreciate the support of the staff in the preparation and presentation of the 2020 City recommended budget and 2020-2024 CIP and we look forward to reviewing its contents with the City Commission.

Sincerely,

Paul Kramer

City Manager

Kuly Maline

Finance Director

#### CERTIFICATE

To the Clerk of Leavenworth County, State of Kansas We, the undersigned, officers of

City of Leavenworth
certify that: (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the (2) after the Budget Hearing this budget was only approved and adopted as the maximum expenditures for the various funds for the year 2020; and
(3) the Amounts(s) of 2019 Ad Valorem Tax are within statutory limitations.

2020 Adopted Budget

				Amount of 2019	County
		Page	Budget Authority	Ad Valorem	Clerk's
Table of Contents:		No.	for Expenditures	Tax	Use Only
Computation to Determine Limit : Allocation of MVT, RVT, 16/20N		3			
Schedule of Transfers	4 ven Tax	4			
Statement of Indebtedness		5			
Statement of Lease-Purchases		6			
Computation to Determine State I	ibrary Grant	7			
Fund	K.S.A.				
General	12-101a	8	23,005,748	3,675,224	
Debt Service	10-113		4,174,762	1,676,329	
Library	12-1220		938,000	823,143	
Library Emp Benefit	12-16,102		274,000	237,167	
Recreation	12-1927		1,651,069	449,291	
Police Pension	13-14a01		169,950	13,317	
Fire Pension	13-14a02		613,000	90,028	
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Special Highway			2,460,302		
Economic Develop			942,230		
CVB			917,281		
CIP Sales Tax			4,045,366		
County Wide Sales			3,162,019		
Probation			222,798		
Zeck TIF			980,544		
Hotel TIF			537,451		
Home Depot TIF			307,084		
Sewer Refuse Restricted		+	6,126,264 18,714		
Refuse		-	2,637,622		
Storm Water			1,100,000		
Otorin Wave		1	1,100,000		
					2 1 7/2
Non-Budgeted Funds-A		-			
Non-Budgeted Funds-B					
2.1.1.		-			
Totals		xxxxxx	54,284,204	6,964,499	
101415		AAAAA	34,204,204	0,704,477	County Clerk's Use Only
Budget Summary		0			
Neighborhood Revitalization Reba	ate				Nov 1, 2019 Total
			:		Assessed Valuation
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#### NOTICE OF BUDGET HEARING

The governing body of City of Leavenworth

will meet on August 13, 2019 at 7:00 PM at City Hall for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at City Hall and Leavenworth Public Library and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2020 Expenditures and Amount of 2019 Ad Valorem Tax establish the maximum limits of the 2020 budget.

Estimated Tax Rate is subject to change depending on the final assessed valuation.

	Prior Year Actual	for 2018	Current Year Estim	ate for 2019	Proposed	Budget Year for 20	20
		Actual		Actual	Budget Authority	Amount of 2019	Estimate
FUND	Expenditures	Tax Rate *	Expenditures	Tax Rate *	for Expenditures	Ad Valorem Tax	Tax Rate *
General	18,807,922	16.593	19,140,563	16.382	23,005,748	3,675,224	16.743
Debt Service	3,286,767	7.635	3,710,227	7.637	4,174,762	1,676,329	7.637
Library	873,583	3.750	900,600	3,750	938,000	823,143	3.750
Library Emp Benefit	196,957	0.844	284,000	1.230	274,000	237,167	1.080
Recreation	1,631,885	1.822	1,657,548	2.277	1,651,069	449,291	2.047
Police Pension	14,954	0.644	15,595	0.064	169,950	13,317	0.061
Fire Pension	123,914	0.060	130,000	0.414	613,000	90,028	0.410
Special Highway	1,921,595		1,286,075		2,460,302		
Economic Develop	416,551		543,994		942,230		
CVB	304,421		456,518		917,281		
CIP Sales Tax	1,163,279		2,650,062		4,045,366		
County Wide Sales	2,213,758		2,940,992		3,162,019		
Probation	190,840		211,710		222,798		
Zeck TIF	616,106		804,711		980,544		
Hotel TIF	293,095		404,174		537,451		
Home Depot TIF	281,704		391,759		307,084		
Sewer Refuse Restricted	4,029,314		5,048,153		6,126,264		
Refuse	14,095		15,000		18,714		
Storm Water	1,913,032		2,055,144		2,637,622		
Storm water			1,300,000		1,100,000		
Non-Budgeted Funds-A	11,129,648						
Non-Budgeted Funds-B	254,265						
Totals	49,677,685	31.348	43,946,825	31.754	54,284,204	6,964,499	31.728
Less: Transfers	4,206,064		4,970,159		6,342,908		
Net Expenditure	45,471,621		38,976,666	[	47,941,296		
Total Tax Levied	6,742,928	L	6,742,928		XXXXXXXXXXXXXXXX		
Assessed				ſ	X001 =200 =0		
Valuation	212,344,997	L	212,344,997		219,502,504		
Outstanding Indebtedness,							
January 1,	2017	-	2018	-	2019		
G.O. Bonds	25,840,000		28,960,000		26,870,000		
Revenue Bonds	0	-	0	1	0		
Other	1,660,000	L	2,070,000	L	3,935,000		
Lease Purchase Principal	0		314,132		539,840		
Total  *Tax rates are expressed in m	27,500,000		31,344,132		31,344,840		
rax rates are expressed in m	iiiis						

Carla Williamson
City Official Title: City Clerk

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FUND	Fanndinger	Actual Tax Rate	STATE OF THE STATE OF	Actual Tax Rese *	Budget Authority	Amount of 2019	Estimate	vorth, Leavenworth County,
General Deta Service	18,807,922 1,286,767	16.593 7.635	Expenditurer 19,146,563 3,716,227	16 342	23,005,748 4,174,762	Ad Valoress Tex 3,675,224 1,676,329	Tex Rate * 16,743	ed for a least Fifty (50)
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Fire Pension	123,914	0,060	130,000	0.414	613,000	90,028	0.410	arly basis in Leavenworth
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Probation Eask Tip Hotel Tip	293,005		804,711		222,798 980,544 537,451 307,084			issue of said newspaper.
Samer	281,704 4,029,314	Sign Arth	404,174 391,759 5,048,153		307,084 6,126,264 (3,714			issue of said non spaper.
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Non-Budgeted Funds-B	254,265	The state of the s			100 May			ion was made on the
Totals	49,677,685 4,206,064	31,342	43,946,825	31,754	54,284,264 6342,908	6,964,499	31,728	,20
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#### **RESOLUTION B-2229**

#### 2020 HOUSING BUDGET

A RESOLUTION ESTABLISHING THE 2020 HOUSING BUDGET AND SPECIFICALLY THE OPERATING BUDGET FOR PLANTER'S II, LEAVENWORTH, KANSAS

**BE IT RESOLVED** by the Mayor and City Commission, acting as the Public Housing Authority (PHA) for Leavenworth, Kansas, as follows:

- Section 1. The 2020 Operating Budget for Planter's II is hereby adopted.
- **Section 2.** The Proposed expenditures are necessary in the efficient and economical operation of the Housing agency for the purpose of serving low-income families.
- **Section 3.** The financial plan is reasonable in that: it indicates a source of funding to cover all proposed expenditures and it does not provide for use of federal funds in excess of that payable under the provisions of 24 CFR 890, Subpart A.
- **Section 4.** All proposed rental charges and expenditures will be consistent with the provisions of law and the annual contributions contract.
- **Section 5**. Pursuant to Section 960.209 of the final rule effective May 21, 1984, the PHA is re-examining the incomes of all families living in the project at least once a year.
- **Section 6.** No PHA employee reflected in the proposed operating budget is serving in a variety of positions which will exceed a 100% allocation of his/her time.
- **Section 7.** This resolution also adopts the budget of expenditures and revenue earnings from administrative fees associated with Section 8 existing housing assistance payments made on behalf of participant tenants in the certificate, voucher and HOME tenant based assistance programs.
  - **Section 8.** This resolution shall be effective January 1, 2020.

Passed and Approved this 13th day of August, 2019.	• •	
	Jermaine, Mayor	
{SEAL}		
ATTEST:		

# POLICY REPORT CAMP LEAVENWORTH FESTIVAL 2019 SEPTEMBER 20-21, 2019 CONSIDER ADOPTION AND APPROVAL OF RESOLUTION B-2230 – ALCOHOLIC LIQUOR

August 13, 2019

Prepared by:

Reviewed by:

Carla K. Williamson,CMC

City Clerk

Taylour Tedder

Assistant City Manager

#### ISSUES:

Consider approval of Resolution B-2230 approving a Special Event know as Camp Leavenworth Festival 2019 closing streets to motor vehicle traffic and allowing for the possession and consumption of alcoholic liquor.

The following streets will be closed during the hours of the festival per the resolution.

- Cherokee Street between 2<sup>nd</sup> Street and S. Esplanade Street
- Choctaw Street between 2<sup>nd</sup> Street and S. Esplanade Street
- S. Esplanade Street from Delaware Street south to 3 Mile Creek

These streets may be closed during additional times as deemed necessary by the Police Chief to allow for setup and breakdown.

The city will request a temporary liquor license to sell alcohol. The "alcohol friendly" area will be clearly marked within the boundaries of the festival.

#### **ACTIONS:**

Adopting and approving Resolution B-2230.

#### **ATTACHMENTS:**

Resolution B-2230

CITY OF LEAVENWORTH, KANSAS

#### **RESOLUTION B-2230**

A RESOLUTION APPROVING A SPECIAL EVENT KNOWN AS CAMP LEAVENWORTH FESTIVAL 2019 SPONSORED BY THE CITY OF LEAVENWORTH AND PROMOTED BY O'NEILL EVENTS AND MARKETING.

**WHEREAS**, the City of Leavenworth, Kansas (the "City") is approving a Special Event sponsored by the City known as Camp Leavenworth Festival 2019; and

**WHEREAS**, the City of Leavenworth has contracted with O'Neill Events & Marketing as the Festival Event Management.

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

**Section 1.** Pursuant to state law, alcoholic liquor may be consumed at a special event to be held on designated public streets, alleys, and sidewalks when a temporary permit has been issued by the Kansas Division of Alcoholic Beverage Control (ABC) and the governing body has approved the event as required by K.S.A 41-719 and 41-2645 and amendments thereto.

**Section 2**. Having considered the request to allow the possession and consumption of alcoholic liquor, the governing body hereby approves the event to be held beginning at 5:00 p.m. on Friday, September 20, 2019 through 10:00 p.m. on Saturday, September 21, 2019, (excluding possession and consumption during the hours of 2:00 a.m. to 9:00 a.m.), provided the city secures a temporary permit from ABC and complies with all state laws and ordinances regulating alcoholic liquor.

**Section 3.** A portion or all of the following streets shall be closed to motor vehicle traffic during the dates and times identified in section 2:

- Cherokee Street between 2<sup>nd</sup> Street and Esplanade Street
- Choctaw Street between 2<sup>nd</sup> Street and Esplanade Street
- S. Esplanade Street from Delaware Street south to 3 Mile Creek

Pursuant to K.S.A. 41-719 and 41-2645, the sponsor shall ensure that the area in which alcoholic liquor is possessed or consumed is clearly marked by signs, a posted map or other means ("Designated Barricaded Area").

**Section 4.** Event attendees may purchase, possess and consume alcoholic beverages within the Designated Barricaded Area. Pursuant to K.S.A 41-719 no alcoholic liquor may be removed

from the Designated Barricaded Area or consumed inside vehicles while on public streets or alleys at the event.

**Setion 5.** This Resolution shall take effect and be in force after its approval by the governing body.

ADOPTED AND APPROVED by the Governing Body on this 13th day of August 2019.

	CITY OF LEAVENWORTH, KANSAS
(SEAL)	
ATTEST:	Jermaine Wilson, Mayor
Carla Williamson, CMC, City Clerk	

#### POLICY REPORT PWD NO. 19-42

# CONSIDER APPROVAL OF THE CONSTRUCTION INSPECTION SERVICES AGREEMENT WITH AFFINIS CORPORATION FOR THE THORNTON STREET IMPROVEMENT PROJECT PROJECT NO. 2015-795

August 13, 2019

Prepared by:

Reviewed by:

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

Paul Kramer, City Manager

#### ISSUE:

Consider approval of the Construction Inspection Services Agreement with Affinis Corporation for the construction inspection of the Thornton Street Improvement Project.

#### BACKGROUND:

On June 5, 2018, the City Commission approved the design contract with Affinis Corporation for the design of the Thornton Street improvements from 5th Street to 10th Avenue. The project will consist of the following major work:

- Removal and replacement of the existing curb and gutter, roadway subgrade and surface
- Sidewalks
- Storm drainage piping and inlets and large precast structures
- 2nd Avenue and Thornton traffic signal
- Repair and replacement of sanitary sewer mains and services within the right-of-way
- Numerous utility relocations

On July 23rd, 2019 the Commission approved the low bid submitted by Kissick Construction for the construction of the project. Work is expected to begin on September 9th and be completed by October of 2020. The construction cost awarded was \$4,891,062.

It is imperative that construction projects be properly inspected to ensure that the right materials are installed, and that they are installed correctly. City staff can often provide inspection services for smaller projects. There are a large number of projects to manage and inspect again this year and planned for next year, and City forces will be used on these projects as much as possible.

Thornton Street is a large project and will have multiple activities occurring throughout the next sixteen months. City staff will be unable to fully inspect the project without outside assistance.

It is proposed that Affinis provide a substantial commitment of their inspection team to this project to assist City staff. They will verify contractor submittals (shop drawings) to ensure they meet specifications, provide full-time inspection as necessary, and complete "as constructed" drawings at the conclusion of the project.

Staff will be providing limited part-time construction oversight and full-time project management. The proposed contract with Affinis will ensure an appropriate level of inspection occurs on all components of the project. There may be periods during the project where reduced levels of inspection are possible due to weather, contractor schedule or availability of City staff. An aggressive construction schedule by the contractor can have an impact on inspection activity as well.

Affinis has done design and construction inspection on the Pavement Management Projects since 2010. They have completed the contracted work at or below the contract amount on every project. Below is a list of the projects with the contract amount and final expense.

	Contract Amount		Contract Amount	
Year	Design	Final	Inspection	Final
2010	\$ 82,395.00	\$48,020.15	\$22,560.00	\$21,054.25
2011	\$ 63,400.00	\$62,688.00	\$27,400.00	\$23,571.19
2012	\$ 67,900.00	\$67,585.63	\$24,780.00	\$23,997.00
2013	\$ 54,100.00	\$43,526.00	\$24,840.00	\$24,606.00
2014	\$ 62,500.00	\$53,704.96	\$34,700.00	\$30,167.21
2015	\$ 52,250.00	\$43,454.60	\$61,380.00	\$52,171.15
<u>2016</u>	\$113,960.00	\$83,320.00	\$35,612.00	\$ 6,878.02
2017	\$111,880.00	\$79,669.18	\$38,000.00	\$18,904.97
2018	\$100,310.00	\$56,299.23	\$56,570.00	\$00,000.00

#### **RECOMMENDATION:**

Staff recommends that the City Commission approve the Construction Services Agreement with Affinis Corporation for the inspection of the Thornton Street Improvement Project in amount not to exceed \$350,142.

#### POLICY:

City staff seeks to provide inspection services on all City projects. Complex projects, familiarity with the detailed drawings and workload often require assistance from outside firms to ensure that the project is constructed as designed.

#### ATTACHMENT:

Construction Services Proposal

Client name:	City of	Leavenworth.	Vancas
Chem hame.	CILY UI	Leavenworth.	National

#### AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made as of the \_\_\_day of \_\_\_\_\_\_20\_\_\_, by and between City of Leavenworth, Kansas, its successors and assigns, hereinafter called the CLIENT, and Affinis Corp., a Missouri Corporation, hereinafter called the CONSULTANT.

WITNESSETH, that whereas the CLIENT intends to construct certain improvements as described below, hereinafter called the PROJECT, consisting of the following:

# Construction Services for Thornton Street Improvements from 10<sup>th</sup> Avenue to 5<sup>th</sup> Street Project No. 2015-795

AND WHEREAS the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of designing and furnishing other related engineering services in connection with the PROJECT, and necessary funds for payment of said services are available.

NOW THEREFORE, the CLIENT and the CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by the CONSULTANT and the payment for those services by the CLIENT, as set forth below.

The CONSULTANT will serve as the CLIENT's professional engineering representative in those phases of the PROJECT to which this AGREEMENT applies and will give consultation and advice to the CLIENT during the performance of its services.

#### Part A—CONSULTANT's Responsibilities

The CLIENT and CONSULTANT have agreed to a list of Basic Engineering Services the CONSULTANT will provide to the CLIENT as outlined in EXHIBIT A of this AGREEMENT.

#### Part B-CLIENT's Responsibilities

The CLIENT shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

- Designate in writing a person to act, as CLIENT's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to CONSULTANT's services for the PROJECT.
- Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations.
- Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 4. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Scope of Services (except to the extent provided otherwise in Part A), the following:

- data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
- appropriate professional interpretations of all of the foregoing:
- environmental assessment and impact statements;
- property, boundary, easement, right-of-way, topographic and utility surveys;
- property descriptions;
- zoning, deed and other land use restriction

all of which CONSULTANT may use and rely upon in performing services under this AGREEMENT.

- 5. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
- 6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- Furnish approvals and permits from regulatory and governmental authorities having jurisdiction over the PROJECT as well as such approvals and consents from others as may be necessary for completion of the PROJECT.
- 8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT; such legal services as CLIENT may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by Contractor(s); such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract; and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- 9. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire PROJECT, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
- 10. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.
- 11. Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Part C and EXHIBIT B of this AGREEMENT or other services as required.

#### Part C—Additional Services of the CONSULTANT

If mutually agreed to in writing by the CLIENT and CONSULTANT, the CONSULTANT will furnish or obtain from others additional services. EXHIBIT B provides a list of possible additional services that can be provided but are not part of the CONSULTANT's Basic Engineering Services. The CONSULTANT can provide such additional services or the CONSULTANT, if necessary; can arrange to obtain such services for CLIENT.

Compensation for additional services will be as outlined in Part E of this AGREEMENT.

#### Part D-Timeliness of Performance

The CONSULTANT acknowledges the importance to the CLIENT of the project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this AGREEMENT in a manner consistent with that schedule, as provided in EXHIBIT C hereto. The CLIENT understands, however, that the CONSULTANT's performance must be governed by sound professional practices.

## Part E-Payment to the CONSULTANT for Services Rendered

The CLIENT will pay the CONSULTANT for all services rendered hereunder as follows:

- 1. The CLIENT agrees to pay the CONSULTANT as maximum compensation \$350,142.00 for the scope of services as defined in Exhibit A. The compensation will be billed detailing the position, hours and appropriate hourly rates (which include overhead and profit) for CONSULTANT's personnel classifications and Direct Non-Salary Costs.
- 2. The term "Direct Non-Salary Costs" shall include the CONSULTANT payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the CLIENT at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the CLIENT.
- 3. All billings must be submitted monthly for all services rendered in the previous month. The CONSULTANT will invoice the CLIENT on forms approved by the CLIENT. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
- 4. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the CLIENT and the CONSULTANT prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

If Additional Services are required and approved by the CLIENT, the cost for such additional services shall be paid based on the CONSULTANT's billing rate schedule attached as EXHIBIT D, or compensation shall be negotiated for such services and the fee shall be increased. CONSULTANT shall bill the CLIENT no more than monthly based on the billing terms as outlined in Part E above. The maximum not to exceed fee shall not be exceeded unless authorized in writing by supplemental agreement between the CLIENT and CONSULTANT.

#### Part F—General Consideration

#### Standard of Care

Services provided by the CONSULTANT under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

#### 2. Insurance

During the terms of this AGREEMENT, the CONSULTANT shall provide evidence of insurance pursuant to EXHIBIT E. Additionally, the CONSULTANT agrees to maintain continuous professional liability coverage for a period of two years following substantial completion.

#### 3. Termination

Either party may terminate this AGREEMENT by **ten (10)** days written notice. Notification will be by registered mail. If this AGREEMENT is terminated during the progress of the work, the CONSULTANT shall be paid for services rendered on the basis set forth in <u>Part E—Payment to CONSULTANT</u>, but the amount paid shall not exceed a sum determined by multiplying the maximum fee by the percentage of completion. Any previous partial payments made shall be credited to any terminal payment due the CONSULTANT.

#### Successors and Assigns

The CLIENT and the CONSULTANT each bind itself and its partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither the CLIENT nor the CONSULTANT will assign, sublet or transfer its interest in this AGREEMENT without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the CLIENT and the CONSULTANT.

#### 5. Controlling Law

This AGREEMENT is to be governed by the laws of the State of Kansas.

#### 6. Codes and Standard Compliance

The CONSULTANT shall exercise usual and customary professional care in his or her efforts to comply with all codes, regulations, standards and laws in effect as of the date of Preliminary Plan submittal.

#### 7. Ownership of Instruments of Service

The CLIENT acknowledges the CONSULTANT's reports, plans, specifications, field data, notes and other documents, including all documents on electronic media as instruments of professional service. Those instruments of service prepared under this AGREEMENT are the property of the CONSULTANT, but a reproducible set shall be furnished to the CLIENT, if requested.

#### 8. Opinion of Probable Construction Cost

Since the CONSULTANT has no control over the cost of labor, materials or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost for the PROJECT provided for herein are to be made on the basis of his experience and qualifications and represents his best judgment as an CONSULTANT familiar with the construction industry, but the CONSULTANT cannot and does not guarantee that proposals, bids or the PROJECT construction cost will not vary from opinions prepared by him or her.

#### Jobsite Safety

The CONSULTANT will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work.

#### 10. Dispute Resolution

All questions in dispute under this AGREEMENT shall be submitted to non-binding mediation. On written notice of either party to the other of the decision to submit any dispute under this AGREEMENT to mediation, each party shall designate a representative and shall meet within five (5) days after the service of the notice. The parties themselves shall attempt to resolve the dispute within ten (10) days after meeting.

Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

Any third party mediator designated to serve in accordance with the provisions of this AGREEMENT shall be disinterested, shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction process.

The procedure outlined in this Section is an "informal" process aimed at resolving disputes between the parties to the AGREEMENT as expeditiously as possible.

#### 11. Information Provided by Others

The CONSULTANT shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to the CONSULTANT such information as is available to the CLIENT

and the CLIENT's consultants and contractors, and the CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the CONSULTANT to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions that may have occurred in assembling the information the CLIENT is providing.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

AFFINIS CORP.	CITY OF LEAVENWORTH, KANSAS
By Kisten E. Leathers-Gratton	Ву
Title Principal	Title
ATTEST: ) Word 2. Clllm	ATTEST:City Clerk
Approved as to form:	
City Attorney	

#### **EXHIBIT A**

# Basic Engineering Services for Construction Services for Thornton Street Improvements (10th Avenue to 5th Street)

#### 1.0 Construction Services:

- **1.01** Prepare for, organize and attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
- 1.02 Periodic consultation by telephone or email to assist with construction issues.
- 1.03 Full-time construction observation and administration services which will include:
  - 1.03.1 Being on-site daily as the contractor performs work.
  - **1.03.2** Preparing daily reports of construction activities, testing performed, and quantities of constructed/completed bid items.
  - 1.03.3 Monitoring testing.
  - 1.03.4 Scheduling and attended a weekly project meeting.
- 1.04 Review all shop drawings, and construction material submittals and certifications.
- 1.05 Prepare pay requests.
- 1.06 Prepare change orders.
- 1.07 Perform final walk-thru and prepare punch list for Contractor.
- 1.08 Prepare and submit record drawings to City in paper and PDF format.
- 1.09 Attend up to two (2) Council meetings.

#### **EXHIBIT B**

#### Possible additional services

The following list of services is NOT part of the CONSULTANT's Basic Scope of Services but may be required for successful completion of the PROJECT. Additional services may include but are not limited to:

- Assisting in the preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the PROJECT of any such statements; review and evaluation of the effect on the design requirements of the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
- 2. Services to check the accuracy of drawings or other information furnished by CLIENT.
- 3. Services resulting from significant change in the general scope, extent or character of the PROJECT or its design.
- 4. Preparing documents for alternate bids requested by CLIENT for Contractor(s)' work which is not executed or documents for out-of-sequence work.
- 5. Services required preparing to award more prime construction contracts than were anticipated at the time of entering into this AGREEMENT.
- 6. Services during out-of-town travel required of CONSULTANT other than visits to the site or CLIENT's office as required in EXHIBIT A.
- 7. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 8. Providing construction staking for the contractor(s) as well as other special field and office surveys such as boundary surveys.
- 9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other legal or administrative proceeding involving the PROJECT.
- 10. Identify applicable governmental permits, other than storm water permits and land disturbance permits for the construction of the boulevard, necessary for execution of the PROJECT and assist in obtaining such permits. Such permits may include but are not limited to wetlands permits and cultural resource permits.
- 11. Services to mitigate wetlands or other permitting issues are NOT a part of the Basic Scope of Services and if required shall be done under an approved change order.
- 12. Traffic engineering services or analysis.
- 13. Providing legal descriptions for any temporary easements, permanent easements and/or rights-of-way.

## **EXHIBIT C**

# **Project Schedule**

<u>Thornton Street Improvements Project</u>: The services performed under this agreement shall be completed with the project completion or by November 27, 2020.

## **EXHIBIT D**

# Affinis Corp 2019 Billing Rate Schedule

Professional Services Principal	Billing Rate \$260.00
Senior Project Manager	\$235.00
Project Manager	\$190.00
Senior Engineer II	\$185.00
Senior Engineer I	\$180.00
Engineer III	\$165.00
Engineer II	\$135.00
Engineer I	\$120.00
Intern Engineer (IE) II	\$115.00
Intern Engineer (IE) I	\$105.00
Construction Services Manager	\$155.00
Cost Estimator	\$130.00
Senior Cost Estimator	\$165.00
Project Representative II	\$130.00
Project Representative I	\$100.00
Design Technician II	\$140.00
Design Technician I	\$110.00
CADD Technician II	\$100.00
CADD Technician I	\$85.00
GIS Specialist	\$85.00
Land Surveyor III	\$175.00
Land Surveyor II	\$115.00
Land Surveyor I	\$110.00
Survey Crew Member II	\$105.00
Survey Crew Member I	\$80.00
One-Person Survey Crew	\$135.00
Project Related Support Services II	\$105.00
Project Related Support Services I	\$90.00
Equipment Charges	
Automobile Mileage	\$0.58/mile
Survey Vehicle Mileage	\$0.75/mile
Boat Rental	\$12.00/hour

#### **EXHIBIT E**

#### **INSURANCE:**

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

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

#### General Liability:

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

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

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

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

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

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

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

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

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

#### **Automobile Liability:**

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

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

#### Workers Compensation:

Statutory

#### Employers' Liability:

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

#### Builders Risk/Installation (if required by CLIENT):

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

#### <u>Umbrella Coverage</u> (if required by CLIENT):

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

#### <u>Professional Liability Coverage (if required by CLIENT or necessary for project):</u>

\$1,000,000 each claim and \$1,000,000 aggregate. Professional liability policies are written on a claims-made basis.

#### Waiver of Subrogation:

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

### <u>Indemnification – Professional Negligence</u>

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

## Indemnification - Non-professional Negligence

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless, CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

A			Α٦	TACHME	ENT B (F	or inform	nation or	ıly)					
1	ffinis			PROJ	ECT EST	IMATING S	HEET						
	71111112			Cit	y of Leaver	worth, Kan	sas						
	Corp -			Thre	onton Stree	t Improvem	ents					Rates	2019
				Con	struction S	ervices (full-t	ime)					Date	8/5/2019
													KEL/JMM
		PRINCIPAL	CONST.			PROJ.	PROJ.	CADD	ADMIN.	LABOR	OTHER DIE	RECT COSTS	TOTAL
	Construction contract - 90 calendar days	SR. PROJECT MANAGER	SERVICES MANAGER (JFS)	ENGINEER I	ΙE	REP. I	REP.	Tech II	SUPPORT				
	Tasks	\$235.00	\$155.00	\$135.00	\$105.00	6400.00	205.00	0400.00		COSTS	ITEM	COST	FEE
	CONSTRUCTION SERVICES	\$233.00	\$155.00	\$135.00	\$105.00	\$100.00	\$95.00	\$100.00	\$90.00				
.01.	Pre-construction meeting		4		•	4			2	64 000			
.02.	Periodic consultation	24		64		7		16		\$1,200 \$15,880			\$1,20
	Construction observation/administration						_	10		\$15,880			\$15,88
	Sanitary/storm		120			1200	240	-	8	\$162,120		-	0400 4
	Roadway		120			800	240		0	\$121,400			\$162,1
	Restoration						80			\$7,600			\$121,4 \$7,60
	Shop drawings/submittals	2		24	40			24	4	\$10,670			\$10,67
.05.	Pay request (16)					16			4	\$1,960			\$10,07
.06.	Change orders					8			4	\$1,160		-	\$1,36
.07.	Walk-thru & punch list					8				\$800			\$800
.08.	Record drawings					8		24		\$3,200			\$3,20
.09.	Attend Council meetings (2)	8								\$1,880			\$1,880
	Reimbursables									01,000	Mileage	\$22,272.00	\$22,27
	CONSTRUCTION SERVICES HOURS	34	244	88	40	2044	560	64	22			-	
	CONSTRUCTION SERVICES FEE	\$7,990	\$37,820	\$11,880	\$4,200	\$204,400	\$53,200	\$6,400	\$1,980	\$327,870		\$22,272.00	\$350.14

# POLICY REPORT NO. 19-41 APPROVE 2020 LANDFILL SERVICES CONTRACT WITH WASTE MANAGEMENT

August 13, 2019

Prepared by: 6

Michael G. McDonald, P.E.

Public Works Director

Reviewed by:

∧Paul Kramer City Manager

#### **ISSUE:**

Consider approval of refuse disposal contract with Waste Management for 2020.

#### **BACKGROUND:**

The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950s. The City disposes of about 11,500 tons of municipal solid waste each year. This waste is collected by City employees and placed into City-operated trucks and transported to a state-approved disposal site.

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

Staff has reviewed operational costs and other issues for the first six months of 2019. In general the expectations were found to be correct for additional fuel costs and similar maintenance costs being offset by a better tipping fee. There have been occasional issues with length of turn-around time, truck availability and staffing. Several operational changes have mitigated the negative aspects observed in the first six months of 2019. There are other options for solid waste disposal that can be considered over the long term; however, it is recommended that disposal services continue with Waste Management for 2020.

Waste Management has submitted a proposed contract for 2020 of \$24.72/ton beginning in January 2020.

# **STAFF RECOMMENDATION:**

The Staff recommends the City Commission approve a contract for landfill services with Waste Management for 2020 in the amount of \$24.72/ton.

## **ATTACHMENTS**:

Waste Management Disposal Services Agreement Policy Report 18-31



#### INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT

		411				
			ress:	100 North 5th Street, Leavenworth, KS 66048		
A WASTE MANAGEMENT COMPANY 2601 Midwest Drive, Kansas City, KS 66111		Sgned:				
				Authorized Signature		
		Nam	ne/Title:			
Authorized Signa	ature					
		Initi	al lerm:	12-month agreement commencing on 01/01/2020 Date		
Jan. 1, 2020	Date					
CUSTOMER: City of Leavenworth, Kansas						
	Authorized Signa	Authorized Signature  Jan. 1, 2020 Date	Authorized Signature  Authorized Date	Name/Title:  Authorized Signature  Initial Term:  Date		

#### **AGREEMENT**

This INDUSTRIAL WASTE DISPOSAL SERVICES AGREEMENT, consisting of the terms and conditions set forth herein, and Exhibit A (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company"). The Agreement shall include the this Industrial Waste & Disposal Services Agreement, Exhibit A, that certain Request for Proposal-Solid Waste Disposal Fees (RFP) issued by Customer dated 6/8/2018, and Company's responses to the RFP. All of the Agreement documents are complementary, and what is required by one shall be as binding as if required by all. In the event of duplications or conflicts among the Agreement documents relating to the services or goods to be provided, the most complete, extensive, comprehensive, and those terms most favorable to Customer, as among the various duplications or conflicts, shall be construed as the requirements, as long as generally consistent with the other Agreement documents.

#### TERMS AND CONDITIONS

- 1. SERVICES PROVIDED. The Company and/or its affiliates will provide Customer with disposal services ("Services") for Customer's non-hazardous Solid Waste, Special Waste, Hazardous Waste, and/or Recyclables, as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets (collectively "Industrial Waste"). "Solid Waste" means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. "Special Waste" includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, wastewater materials described as dewatered sludge, incinerator ash, grit, screenings and other wastes removed from the Customer's wastewater and/or storm water facilities ("Wastewater Materials")), medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable federal, state, provincial or local laws or regulations. "Hazardous Waste" means any hazardous, toxic, or radioactive substances, as such terms are defined by any applicable federal, state, provincial or local laws or regulations. "Nonconforming Waste" means waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement, in an Exhibit A, Confirmation Letter(s) or the Profile Sheet incorporated herein; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is nonhazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").
- 2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste collected by or delivered to the Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. When the Company handles Special or Hazardous Waste for Customer, Customer will provide the Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by the Company, Customer shall, at the time of tender, provide to the Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Industrial Waste under all applicable federal, state or local laws or regulations. Tender or delivery shall be considered nonconforming if not in accordance with this Section. Customer further represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide the Company and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.
- 3. TERM OF AGREEMENT. The Initial Term of this Agreement shall be as set forth above and if no such term is set forth above, it shall be 12 months, commencing on the Effective Date set forth above (the "Term"); provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Services provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Services are completed.

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

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

Company shall provide Customer with 24-hour written notice to correct Wastewater Materials delivered to Company for excessive odor or failed to adhere to toxicity characteristic leaching procedure ("TCLP") and paint filter test requirements. Testing results will be provided to Contractor upon request. Customer's personnel will monitor sludge characteristics for nutrients and heavy metals content. Customer shall deodorize and treat the Wastewater Material for odor control prior to disposal. If odor levels exceed levels acceptable to Company, in its sole discretion, Company may reject such Wastewater Materials. Customer shall deodorize and treat the Wastewater Material for odor control prior to disposal of the materials. If odor levels exceed levels acceptable to Company, Company, in its sole discretion, may reject such Wastewater Material are not stable enough in Company's sole discretion, Company may reject such Wastewater Materials.

- 5.SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional charges associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.
- **6.COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal and recycling facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.



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

8. CHARGES AND PAYMENTS. Customer shall pay the rates ("Charges") set forth on Exhibit A. Company reserves the right to increase or add Charges payable by Customer hereunder to account for: any changes or modifications to, or differences between, the actual equipment and Services provided by Company to Customer and those specified on Exhibit A: any change in the composition, amount or weight of the Industrial Waste collected by Company from Customer's service location(s) from what is specified on Exhibit A (including for container overages or overflows) of the Industrial Waste.. Company also reserves the right to charge Customer additional charges for Services provided by Company to Customer, whether requested or incurred by Customer, including, but not limited to, dig out, minimum load charges, profile approval charges, all at such rates that Company is charging its customers at such time Increases in Charges for reasons other than as provided above require the consent of Customer in writing. Increases to Charges as specified in this Section 7 may be applied singularly or cumulatively and may include an amount for Company's operating or profit margin. Customer acknowledges and agrees that any increased Charges under this section are not represented to be solely an offset or pass through of Company's costs. All permitted rate adjustments as provided above and in Section 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within thirty (30) days of the invoice date.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Customer acknowledges that any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. If payment is not made when due, Company retains the right to suspend Services until the past due balance is paid in full. In addition to full payment of outstanding balances, Customer shall be required to pay a reactivation charge to resume suspended Services...

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

To the extent permitted under Kansas law, including but not limited to the Kansas tort claims act, as amended, Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys' fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

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

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

WM - Industrial Landfill Sales

- (a) (i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of Company. Single Stream may not contain any Unacceptable Materials. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by Company from time-to-time. (iv) Company reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.
  - (b) Recyclable Materials may not contain Nonconforming Waste or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.
  - (c) Company may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and Customer shall pay and reimburse Company for all costs, losses and expenses incurred with respect to such nonconforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, Company may assess and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Nonconforming Waste, and/or all or part of non-conforming loads. In the event costs of processing recyclables exceeds the commodity value, a recyclable material offset will be charged per ton.
  - 11. ASSIGNMENT & SUBCONTRACTING. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Customer acknowledges and agrees that the Company may utilize unaffiliated subcontractors that are not affiliates of Company to provide the Services to Customer.
  - 12. ENTIRE AGREEMENT. This Agreement and its exhibits and attachments represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement or lease agreement for compactors or specialty equipment between the parties shall govern over any inconsistent terms herein.
  - 13. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis, or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. Customer shall pay liquidated damages of \$100 for every Customer waste tire that is found at the disposal facility. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at law. In addition to and not in limitation of the foregoing, Company shall be entitled to recover all losses, damages and costs, including attorneys' fees and costs, resulting from Customer's breach of any other provision of this Agreement in addition to all other remedies available at law or in equity.
  - 14. EQUIPMENT. All equipment furnished by Company shall remain its property; however Customer shall have care, custody and control of the equipment and shall be liable for all loss or damage to the equipment and for its contents while at Customer's service location(s). Customer will not overload, move or alter the equipment, or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Company's equipment shall be in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the equipment on the scheduled collection day. Company may suspend Services or terminate this Agreement in the event Customer violates any of the requirements of this provision. Customer shall pay, if charged by Company, any additional Charges, determined by Company in its sole discretion, for overloading, moving or altering the equipment or allowing a third party to do so, and for any service modifications caused by or resulting from Customer's failure to provide access. Customer warrants that

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Customer's property is sufficient to bear the weight of Company's equipment and vehicles and agrees that Company shall not be responsible for any damage to Customer's pavement or any other surface resulting from the equipment or Services.

- 15. CONFIDENTIALITY. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.
- 16. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' and expert fees, in enforcing this Agreement. In

#### WM - Industrial Landfill Sales

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



#### Exhibit A

Service / Generator				
Name: City of Leavenworth, Kansas		EPA ID#		
Generator SIC: Address: 100 North 5th Street, Leavenworth, KS 66048		Address: 100 North 5th Street, Leavenworth, KS 66048		
Contact: Michael McDonald	Phone: 913-684-037:	County: Leavenworth		
Fax:		E-mail: mmcdonald@firstcity.org		
Billing		Existing MAS Account #		
Name: City of Leavenworth, Kansas		Address: 100 North 5th Street, Leavenworth, KS 66048		
Contact: Tanya Washington				
Phone: 913-682-0650				
Fax: 913-682-0282		E-mail: twashington@firstcity.org		

Material Billing Information	Purchase Orde	r#	
Material/Tax /Fees	Material /Ticket Descriptions	Rate/UOM	Minimum/UOM
Disposal	Municipal Solid Waste	\$24.72/TN	1-Ton
Disposal	Special Waste (Sludge or Waste Water Materials)	\$24.72/TN	1-Ton
Disposal	Industrial Waste (Street Sweeping Grit)	\$24.72/TN	1-Ton
Disposal	Construction Debris	\$24.72/TN	1-Ton
Fuel Fee	Waived		
Environmental Fee	Waived		
Waste Water Fee	Waived		
RCR Fee	Waived		
No volume guarantee			
			A
	1		

#### Terms of Sale:

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

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste and Disposal Services Agreement between the parties dated: January 1, 2020

City of Leavenworth,	Kansas	Waste Management of Kansas,	
Signature	Date	Signature	Date
Printed Name		Printed Name	

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Page 4

Waste Management Disposal Contract (2020) 7-8-201930074795\_1.docx8

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# POLICY REPORT PWD NO. 18-31 CONSIDER PROPOSAL FOR SOLID WASTE DISPOSAL SERVICES

July 24, 2018

Prepared by:

Michael G. McDonald Director of Public Works Reviewed-by:

Paul Kramer,
City Manager

#### ISSUE:

The City of Leavenworth has operated a municipal solid waste (MSW) collection and disposal service since at least the 1950s. The City disposes of about 11,500 tons of municipal solid waste each year. This waste is collected by City employees and placed into City operated trucks and transported to a state approved disposal site.

#### **BACKGROUND**:

The City operated a landfill on Gilman Road near Lansing until June 1, 1993 when it was closed. This landfill was also identified as the "County Landfill" in many planning documents even though it was operated by the City.

The City-generated MSW was then hauled to various landfills in NE Kansas – primarily Hamms Landfill near Lawrence. When the Leavenworth County transfer station opened in 1998 the City began using the facility. With a few limited exceptions all MSW has been handled by the transfer station since then.

It is important to note that the disposal location of the City MSW is controlled by the City Commission. The City MSW is not required to be part of a county plan since the City had operated a refuse collection and disposal service prior to the implementation of various state regulations.

The need for a county transfer station came from both state regulations for a countywide solid waste plan and ultimately the closure of the City landfill. The county created a committee in the 1980s that studied and toured various facilities for recycling, incineration and other disposal methods although no effort was made to implement any physical improvements. Another committee was formed in the early 1990s that pursued a variety of disposal options, ultimately identifying the need for a transfer station.

The transfer station site was selected to be built south of Gilman Road using the broad funding guidelines shown below. This funding structure was an effort to equitably allocate costs using property taxes, an assessment and tipping fees to all county properties and residents as well as make the rate structure attractive for larger users such as the City and other contract refuse disposal companies. An out-of-county tipping fee was charged to offset the investment by taxpayers to construct and fund the transfer station.

- Costs of initial purchase of the property, purchase of equipment and construction of the site were to be financed by Ad-Valorum Taxes (mil levy).
- Operating costs (personnel, utilities, etc.), equipment maintenance and repair costs, recycling costs, and education/outreach were to be funded from an assessment on all properties that had improvements.
- Disposal costs were to be determined by the lowest bid, and charged to the users at a rate of "cost plus a little bit".

The City Commission found this arrangement to be satisfactory and directed staff to use the transfer station for refuse disposal. Staff was also directed to maintain flexibility of disposal options by continuing to operate larger refuse collection vehicles suitable for "over the road" operations should the rate structure at the transfer station become unsatisfactory.

The table below shows charges for solid waste at the transfer station since 1998:

YEAR	SOLID WASTE
	PER TON CHARGE
1998	\$19.65
1999	\$20.24
2000	\$20.85
2001	\$21.50
2002	\$22.50
2003	\$23.20
2004	\$23.90
2005	\$24.60
2006	\$25.80
2007	\$27.50
2008	\$28.50
2009	\$28.50
2010	\$31.50
2011	\$31.50
2012	\$31.50
2013	\$31.50
2014	\$31.50
2015	\$33.00
2016	\$33.00
2017	\$33.00
2018	\$35.00

Rates implemented by Leavenworth County and the associated cost for disposals are in the table below (information from Leavenworth County).

	MSW	MSW		Tonnage
	Gate	Leav, City	Hauler	Rate
2010	\$31.80	\$31.80	Hamm	
2011	\$33.50	\$30.00	Hamm	
2012	\$33.50	\$31.50	Hamm	28.07
2013	\$33.50	\$31.50	Deffenbaugh	24.41
2014	\$35.00	\$31.50	Deffenbaugh	24.41
2015	\$35.00	\$33.00	Deffenbaugh	24.94
2016	\$35.00	\$33.00	Waste Management	25,69
			Waste	
2017	\$35.00	\$33.00	Management	26.46
2018	\$35.00	\$35.00	Hamm	26,38

The City had concerns as early as 2008 regarding the rates charged at the transfer station. The \$3/ton rate increase effective in 2010 resulted in discussions with the county about the City taking the MSW directly to Hamms Landfill. This ultimately resulted in a reduction from the posted rates of \$2/ton. This reduction was removed in January 2018.

Recent increases are in part due to the stated intent of the County Commission to make the transfer station function on only the revenue from disposal services and reduce or eliminate the assessment fee. Fees charged by the transfer are being raised to \$45/ton in 2019. The county is also removing the surcharge associated with "out-of-county" MSW.

City staff has revisited the costs and benefits of hauling the MSW directly to area landfills. Bids were solicited from several locations. The bid sheets are attached to this policy report. The following responses are for a one-year contract:

Company	Response
Hamms Landfill, Douglas County	MSW - \$30.25/Ton, Sludge \$30.25/Ton, Grit/Special Waste \$15.00/ton for all contract periods.
Waste Management, Shawnee Kansas	All waste \$24/ton for 1-year, \$23/ton for 3-year, \$22/ton for 5-year, subject to possible 3%/year increases.
Leavenworth County	Verbal discussion confirmed the \$45/ton tipping fee. No written response was received
Atchison County	No response

There are other fees that Waste Management charges for different types of solid waste. Discussions with Waste Management staff are that there are no other fees, charges, surcharges or incidental expenses on top of the tipping fee that was quoted for the timeframe noted.

#### **RECOMMENDATION:**

Staff evaluated the bids and found the bids from Waste Management were the best bids. This is due to the lowest price per ton, and a similar trip length as going to Hamms. Further evaluations of the costs of hauling to Waste Management are shown in the following pages.

Staff recommends considering use of Waste Management for at least one year after a review and approval of the contract by the City Attorney. The bids for three- and five-year time periods are also attractive.

Transportation Duration (Round Trip)		
Company	Duration	
Hamm	2 hours	
Waste Management	1 hour, 45 minutes	

Costs to use the transfer station were calculated assuming slightly more MSW and the same maintenance costs from 2017, same fuel use as 2017 and \$4.00/Gallon for diesel. A simple summary of this calculation is on the next page.

2018 Transfer Station - estimated			
2018	Tonnage Estimation	12,000	
	Fee	45	
Total Tip Fee		\$540,000	
2017	Fuel Gallons	15,006	
	Fuel Cost	\$4.00	
Total		\$60,025	
Maintenance (2017)		\$78,836	
Total Cost		\$678,861	

There are several significant differences between hauling to the transfer station and hauling to a landfill. The most significant are

- Additional fuel
- Additional maintenance
- Additional time

City has good fuel records for both local trips (collection route and transfer station) as well as for longer trips. Estimates for 2018 are using a \$4.00 cost for diesel fuel.

The additional maintenance for travel to Waste Management is somewhat more complicated by estimating maintenance costs associated with longer trips. It is difficult to translate the per-mile or per-year costs associated with collection and travel to the transfer station (12.6 miles round trip) to the costs associated with travel to Waste Management (58 Miles round trip). The City also had significant engine repair issues on two trucks in 2017 associated with new emission control equipment that impact the maintenance costs. Some internal City costs, information from national publications and from other similar users are used to assume essentially \$15,000 per vehicle, per year as an upper number without any catastrophic repairs.

Annual Maintenance Costs Estimates per Truck			
	Amount		
City Refuse Trucks in 2017 (5 trucks, no packer)	\$15,700		
City Roll-Off and Water Pollution Control in 2017 (4 trucks)	\$4,500		
Class 8 OTR Rule of Thumb (Estimate from literature)	\$15,000		
City of Olathe (4 trucks including packer)	\$16,700		

City staff opinion is that the refuse collection can continue to operate on a four-day collection cycle each week. There may be some adjustments as to how many trucks are used each day and when trucks are taken to the landfill to ensure efficient operations. There is some expectation that with the growth of the community and increasing tons of MSW that an additional truck and driver may be shown to be necessary over time.

The table below shows the general costs associated with taking MSW to Waste Management Landfill. There may be some costs and details that can be adjusted for a closer analysis if necessary. This evaluation indicates that there is approximately \$200,000 benefit to the City to use the bids from Waste Management to dispose of MSW for the City.

	nent – No New Truck (e	estimate)
Trip Miles - Roundtrip & Inside Land	60	
Trips – 2018 Estimate	1,429	
Round Trip Miles (Highway)	85,742	
In-Town Miles (Route)	18,352	
Tota	104,095	
-Town Miles		2.4
Highway Miles	Per Gallon	5.4
In-Town		7,679
Highway	Gallons	15,930
	Total Gallons	23,608
	\$94,433	
Tons Disposed 2018 Estimate	12,000	
Deffenbaugh - Short Term	\$24	
	Disposal Cost	\$288,000
Additional Driver		N/A
Additional Truck (5 Years)	N/A	
Current Maintenance – Truck and Pa	acker (5 Trucks)	\$75,000
Estimate Incremental Maintenance	\$25,000	
Potential Additional Costs	\$100,000	
Cost for Waste Management (Fuel, I	\$482,433	
Net Benefit to City Over	\$196,428	

# **ATTACHMENT**:

Bid Sheets

#### POLICY REPORT PWD NO. 19-40 CONSIDER APPROVAL OF CHANGE ORDER NO. 2 TO THE **CONSTRUCTION CONTRACT** OF LINAWEAVER CONSTRUCTION RELATED TO 16th TERRACE & THORNTON PHASE 1 DETENTION PROJECT

City Project 2015-828

August 13, 2019

Prepared by:

Reviewed by:

Michael G. McDonald, P.E.

Director of Public Works

City Manager

#### ISSUE:

Consider approval of Change Order No. 2 to the contract for construction of the 16th Terrace and Thornton Phase 1 Detention Project with Linaweaver Construction.

#### **BACKGROUND:**

On October 9, 2018, the City Commission approved the low bid of Linaweaver Construction for the project. Construction started on November 15th and continued through the winter and spring as weather would permit.

The City Commission approved Change Order No. 1 earlier in 2019 for \$49,691. This was related to additional rip-rap in the detention pond and replacement of deteriorated corrugated metal pipe not in the original project.

During the installation of the corrugated metal pipe referenced in Change Order No. 1, additional area was disturbed in the yards of 2205 and 2209 S. 16th Terrace due to the wet conditions earlier this year. Staff recommended installing sod on the disturbed area and the property owner has agreed to do the watering.

#### Change Order Number 2

Additional Sod - 267 SY @\$5.00 per SY

\$1,335,00

With the installation of the additional sod, the project will be complete with a final total cost of \$186,527.

#### RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No.2 with Linaweaver Construction for the construction of the 16th Terrace and Thornton Phase 1 Detention Project in an amount not to exceed \$1,335.

#### ATTACHMENTS:

City Change Order No. 2 Form

# **CHANGES IN PLANS AND CONSTRUCTION CITY OF LEAVENWORTH** CHANGE ORDER NO. \_2\_

Project Name: 16th Terr. & Thornton Phase 1 Detention Project Project Lo

The following changes to the original contract amount were required to cover cost incurred by the Contractor or to

Start Date: \_\_\_November 1, 2018\_ Performance Period:

olete		New or	Potolicy	Vajusted Vægust	AIIIOUIIL	\$ 1,335.00	4	٠ ٠	Λ <del>‹</del>	٠	Ş	 <b>3</b>	\$ 1,335.00
Not Complete_11		New or	Adinstad	Unit Drice	סוור בווכם		\$1 335 00	00.00017					
Net Adjustments: _ Completion Date: _ Page Number:		New or	Adiusted	Ouantity	Addition of								
	REQUIRED CHANGES IN PRESENT CONTRACT		Item Description		Change Order Decise # 2	Cliailge Older Request # 3	Add: Add'l Sodding Required on Site						
	RE		Unit										
ornton 0 18		Contract or	Previous	Amount	\$	<b>1</b>	\$	\$	\$			\$	۲
roject Location: 16" Terr. & Thornton urchase Number: 20180139-00 ontract Date:October 9, 2018 ate Prepared:July 30, 2019		Contract or	Previous	Unit Price	Ş	- 4	\$	\$	₹.			\$	
roject Locatio urchase Numk ontract Date: ate Prepared:		Contract or	Previous	Quantity									

	\$ 135,501.00	\$ 49,691.00	\$ 185,192.00 \$ 1,335.00	\$ 186,527.00	1%	ACCEPTED BY CITY OF LEAVENWORTH, KANSAS:	Mayor:	City Clerk:	Date:
Statement of Contract	Original Contract Amount	Net Amount of Previous Additions and Deductions	Amount of This Request	New Contract Amount	Percent Change in Contract Amount	PROJECT OBSERVER:	Company: CITY OF LEAVENWORTH	Recommended by:Mike Hooper	Date: July 30, 2019
							Linaweaver Construction	Lansing, KS	7/30/19

CONTRACTOR:

City, State:

Signed by:

Date:

Company:

1,335.00

Net Change: \$\_ Adjusted Total: \$

Previous Total:

# POLICY REPORT FIRST CONSIDERATION ORDINANCE ORDINANCE TO LEVY SPECIAL ASSESSMENTS FOR DEMOLITION COSTS AUGUST 13, 2019



Taylour Tedder, Assistant City Manager

#### **ISSUE:**

Consider an ordinance levying special assessments for the City's cost to demolish certain structures.

#### **BACKGROUND:**

The properties listed below were approved by the City Commission for demolition. Chapter 22, Article X of our Code of Ordinances provides the tools for city staff to demolish structures. This ordinance also provides for the collection of costs incurred by the City as indicated below:

Property Owner	Street Address	Legal Address	Demolition Costs
Newton, Betty L	322 Pottawatomie St	Lot 12, Block 39, Leavenworth City Proper, in the City of Leavenworth, Leavenworth County, Kansas	\$10,016.00
Taylor, Stacie M & Garner, Theogan E	306 Kickapoo St	Lots 3, 4 and 5, in Block 37, Leavenworth City Proper, in the City of Leavenworth, Leavenworth County, Kansas	\$6,724.00
Collins,Ralph (DEC'D); Gorden,Betty; Anderson, Velma; Route, Brenda; Tolbert, Joyce	1529 10th Ave	Lots 13, 14 and 15, Wollman's Subdivision of the West half of Block 4, Marshall's Subdivision, City of Leavenworth, Leavenworth County, Kansas	\$6,795.00
Stephenson, Frank	325 Pottawatomie St	Lot 20, Block 40, Leavenworth City Proper, City of Leavenworth, in Leavenworth County, Kansas	\$11,995.00
Curtis W. Cammack (Dec'd)	617 Middle St	Lot 6 and 7, Block 15, Day's Subdivision, City of Leavenworth, Leavenworth County, Kansas	\$8,795.00
Donald, Phelps M. and Rose M. & Donald, Patricia A. & Dill, Virginia L.	1118 Kenton St	Lots 16, 17 and 18, in Block 2, Stillings Subdivision of the City of Leavenworth, Leavenworth County, Kansas	\$10,900.00
Elliott, Bradley	784 Miami St	Lot 18, Block 114, Western Addition, City of Leavenworth, Leavenworth County, Kansas; ALSO a part of Lot 17, Block 114, Western Addition, City of Leavenworth, Leavenworth County, Kansas, described as follows: Commencing at the Southwest corner of the	\$1,755.00

	West line of Lot 17, Block 114; thence North along the West line of Lot 17, 40.00 feet to the point of beginning of this parcel, thence East 2.40 feet; thence South 37.00 feet parallel to the West line of Lot 17, thence West 2.40 feet to the point of beginning, as per survey dated December 29, 1986 by Donald G. White	
625 Oak St	Lot 7, Block 33, Clark and Rees' Addition, City of Leavenworth, Leavenworth County, Kansas	\$10,600.00
1517 9th Ave	The North 40 feet of the South 180 feet of Block One, Marshall's Subdivision, City of Leavenworth, Leavenworth County, Kansas	\$12,000.00
403 Olive St	Lot 2, Block 20, Clark and Rees Addition, a subdivision in the City of Leavenworth  Total	\$15,068.00 \$94,648.00
	1517 9th Ave	along the West line of Lot 17, 40.00 feet to the point of beginning of this parcel, thence East 2.40 feet; thence South 37.00 feet parallel to the West line of Lot 17, thence West 2.40 feet to the point of beginning, as per survey dated December 29, 1986 by Donald G. White  625 Oak St  Lot 7, Block 33, Clark and Rees' Addition, City of Leavenworth, Leavenworth County, Kansas  1517 9th Ave  The North 40 feet of the South 180 feet of Block One, Marshall's Subdivision, City of Leavenworth, Leavenworth County, Kansas  403 Olive St  Lot 2, Block 20, Clark and Rees Addition, a subdivision in the City of Leavenworth

The ordinance presented provides for the assessment of demolition costs. The owners of the properties have been billed for the charges with notification also mailed to lending institutions if applicable. Liens have been placed on all properties for the amount of demolition costs.

#### **ACTION:**

Consensus by the Governing Body to place on first consideration.

#### **ATTACHMENTS:**

Draft Ordinance

(Published in the Leavenworth Time	s on August , 2019)
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AN ORDINANCE LEVYING AND ASSESSING SPECIAL ASSESSMENTS FOR CERTAIN LOTS, PIECES AND TRACTS OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS, FOR THE PURPOSE OF PAYING THE COSTS OF DEMOLITION AND PRESCRIBING FOR PAYMENT AND COLLECTION OF SAID ASSESSMENTS.

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

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

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

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

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

<b>Property Owner</b>	Street Address	Legal Address	Demolition Costs
Newton, Betty L	322 Pottawatomie St	Lot 12, Block 39, Leavenworth City Proper, in the City of Leavenworth, Leavenworth County, Kansas	\$10,016.00
Taylor, Stacie M & Garner, Theogan E	306 Kickapoo St	Lots 3, 4 and 5, in Block 37, Leavenworth City Proper, in the City of Leavenworth, Leavenworth County, Kansas	\$6,724.00
Collins,Ralph (DEC'D); Gorden,Betty; Anderson, Velma; Route, Brenda; Tolbert, Joyce	1529 10th Ave	Lots 13, 14 and 15, Wollman's Subdivision of the West half of Block 4, Marshall's Subdivision, City of Leavenworth, Leavenworth County, Kansas	\$6,795.00
Stephenson, Frank	325 Pottawatomie St	Lot 20, Block 40, Leavenworth City Proper, City of Leavenworth, in Leavenworth County, Kansas	\$11,995.00

<b>Property Owner</b>	Street Address	Legal Address	Demolition Costs
Curtis W. Cammack (Dec'd)	617 Middle St	Lot 6 and 7, Block 15, Day's Subdivision, City of Leavenworth, Leavenworth County, Kansas	\$8,795.00
Donald, Phelps M. and Rose M. & Donald, Patricia A. & Dill, Virginia L.	1118 Kenton St	Lots 16, 17 and 18, in Block 2, Stillings Subdivision of the City of Leavenworth, Leavenworth County, Kansas	\$10,900.00
Elliott, Bradley	784 Miami St	Lot 18, Block 114, Western Addition, City of Leavenworth, Leavenworth County, Kansas; ALSO a part of Lot 17, Block 114, Western Addition, City of Leavenworth, Leavenworth County, Kansas, described as follows: Commencing at the Southwest corner of the West line of Lot 17, Block 114; thence North along the West line of Lot 17, 40.00 feet to the point of beginning of this parcel, thence East 2.40 feet; thence South 37.00 feet parallel to the West line of Lot 17, thence West 2.40 feet to the point of beginning, as per survey dated December 29, 1986 by Donald G. White	\$1,755.00
Hudspeth, Chadwick G.	625 Oak St	Lot 7, Block 33, Clark and Rees' Addition, City of Leavenworth, Leavenworth County, Kansas	\$10,600.00
Richmond, Lance W. & Sullivan, Tessa A.	1517 9th Ave	The North 40 feet of the South 180 feet of Block One, Marshall's Subdivision, City of Leavenworth, Leavenworth County, Kansas	\$12,000.00
Gabriel Arroyo	403 Olive St	Lot 2, Block 20, Clark and Rees Addition, a subdivision in the City of Leavenworth	\$15,068.00
		Total	\$94,648.00

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

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

**PASSED and APPROVED** by the Governing Body on this \_\_\_\_day of August 2019.

	Jermaine Wilson, Mayor
{SEAL}	* ***
ATTEST:	
Carla K. Williamson CMC, City Clerk	

Ordinance \_\_\_\_\_

# POLICY REPORT FIRST CONSIDERATION ORDINANCE ORDINANCE TO LEVY SPECIAL ASSESSMENTS FOR NUISANCE ABATEMENT COSTS AUGUST 13, 2019

Carla K. Williamson, CMC City Clerk

Taylour Tedder, Assistant City Manager

#### ISSUE:

Consider an ordinance levying special assessments to pay the City's lot clearing costs and administrative fees.

#### **BACKGROUND:**

Chapter 118, Article V of our Code of Ordinances provides the tools for City staff to cut vegetation and weeds; it also provides for the collection of costs incurred by the City.

The ordinance presented provides for the assessment of such costs. The owners of the properties listed on Exhibit "A" Consolidated List July 8, 2018 – July 1, 2019 have been billed for the charges and were/are given 30 days in which to compensate the City. In many cases, more than one mowing was required.

#### **ACTION:**

Consensus by the Governing Body to place on first consideration.

#### **ATTACHMENTS:**

Draft Ordinance

(Published in the Leavenworth Times on August , 2019)

#### ORDINANCE XXXX

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

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

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

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

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

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

#### ATTACHED GRASS AND WEEDS NUISANCE ASSESSMENTS – EXHIBIT A

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

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

PASSED and APPROVED by the	Governing Body on thisday of August 2019.
	Jermaine Wilson, Mayor
{SEAL}	
ATTEST:	
Carla K. Williamson CMC, City Clerk	
Ordinanco	

Property Owner Name	Property Address	САМА	Legal Description	Billed Amount
ALSPAUGH, JAMES D	109 ALLEN STREET	0782704011028000	ALLEN & STREET'S ADDITION, BLOCK 1, PT BLK 1;BEG 167'N OF SE COR BLK 1,W185'(S),N96',E181.5', S96' TO POB (SCALED)	\$323.00
LIS,KEVIN C & PATRICIA A	1605 TERRY STREET	0782704011012000	AMRON ACRES, Lot 10	\$126.00
STANDIFER, BIANCIA	222 DAKOTA STREET	0772502008006000	BRIDGEPORT SUBDIVISION, S25, T08, R22E, BLOCK 2, Lot 18	\$134.26
ASHBY, ANSON & JENNIFER	1420 SHAWNEE STREET	0782704014010000	BRUNS SUBDIVISION, S27, T08, R22E, BLOCK 77, Lot 10 - 11	\$259.73
SUMMITCORP SERVICES INC WESLEY, MONTARIAL A & LAKISHA	857 Walnut 213 SOUTH 10TH STREET	0773501024003000 0773502010005000	CENTRAL SUBDIVISION, BLOCK 11, W10' LT 13 & ALL LTS 14-15 CENTRAL SUBDIVISION, BLOCK 15, Lot 26 Total	\$1,100.00 \$2,439.52
DUCKWORTH, HARLAN J & HOOTEN, SHARLEE S	1002 CHEROKEE STREET	0773502009016000	CENTRAL SUBDIVISION, BLOCK 26, E38'LTS 1-4 Total	\$646.46
H&P DEVELOPMENT LLC	1131 METROPOLITAN	0772602004009000	CENTRAL SUBDIVISION, BLOCK 35, Lot 14 - 18, (SCALED) Total CENTRAL SUBDIVISION, BLOCK 50, ACRES 1.25, W140'(S) BLK	\$404.28
JULIAN, BART LANE & JULIAN, CONNER RAMNARINE, RAPHAEL	401 SOUTH 14TH STREET 1523 CHOCTAW STREET	0773502019001000 0783401017005010	50 & S1/2 VAC WEST CHOCTAW ST ADJ Total CENTRAL SUBDIVISION, BLOCK 58, Lot 18 - 21 Total	\$130.00 \$200.00
FITZGERALD, AUTUMN J	850 CHEROKEE STREET	0773501007007000	CENTRAL SUBDIVISION, S147'BLK 2 E OF ALLEY (SCALED) Total	\$138.14
NEXIA HOLDINGS, INC	431 NORTH 12TH STREET	0772603016001000	CENTRAL SUBDIVISION, \$26; T08, R22E, BLOCK 88, TR BLK 88 CENTRAL SUB; BEG INTER POTTAWATOMIE ST & 12TH ST; \$27', W115', NWLY37.3', E143' TO POB & ABAN RR ROW ADJ Total	\$394.96
WACKER, THOMAS E	854 SHERMAN AVENUE	0773501014002000	CENTRAL SUBDIVISION, S35, T08, R22E, BLOCK 13, PT BLK 13;BEG W69' FROM NE COR SE60'(S), SW43', NW75' (S), E28' TO POB (SCALED) Total	\$2,652.79
DOWLING, BRYAN D	603 OLIVE STREET	0773602042002000	CLARK & REES ADDITION , BLOCK 30 , Lot 2. Total	\$200.00
ARROYO, GABRIEL	403 OLIVE STREET	0773602044002000	CLARK & REES ADDITION, BLOCK 20, Lot 2 Total	\$1,700.00
WELLS FARGO BANK NA	521 WALNUT STREET	0773602026004000	CLARK & REES ADDITION, BLOCK 26, Lot 6 Total	\$122.38
HUDSPETH, CHADWICK G	625 OAK STREET	0773602022006000	CLARK & REES ADDITION, BLOCK 33, Lot 7 Total	\$2,643.22
WATT, BRUCE D	212 OLIVE STREET	0773602034008010	CLARK & REES ADDITION, S36, T08, R22E, BLOCK 9, Lot 12 - 13 Total	\$6,500.00
CARLYSLE, BETTY & BILLY	934 OTTAWA STREET	0772603105008000	COCHRAN & MULLIGAN'S SUB , BLOCK 14 , LT 39 COCHRAN & MULLIGAN'S SUB & LT 29 EWING,ROELOFSON & CO SUB (SCALED). Total	\$2,040.44
	926 POTTAWATOMIE			
SMITH, AMY R FELIX, ELIJAH WILLIAM G & FELIX, DESI	STREET	0772603108007000	COCHRAN & MULLIGAN'S SUB , BLOCK 24 , Lot 38 - 39 Total COCHRAN & MULLIGAN'S SUB, S26, T08, R22E, BLOCK 23, Lot	\$1,040.50
R	817 OTTAWA STREET	0772604211006000	14 - 15 Total	\$905.77
JULIAN, BART LANE & JULIAN, CONNER	501 14TH STREET	0773502028001000	DASSLERS SUBDIVISION, BLOCK 49, 9-13 & N10' VAC ALLY ADJ Total	\$130.00
TALKINGTON, ADAM S & BRIGIT	613 MIDDLE STREET	0773603024004000	DAY'S SUBDIVISION, BLOCK 15, W40'LT 5 Total	\$117.54
SANTEE, DAVID ROY	615 PROSPECT STREET	0773603039004000	DAY'S SUBDIVISION, BLOCK 18, W1/2 LT 6 & ALL LT 7 Total	\$2,255.96
CAMMACK, CURTIS W	617 MIDDLE STREET	0773603024005000	DAY'S SUBDIVISION, \$36, T08, R22E, BLOCK 15, Lot 6 - 7 Total	63 435 66
DAVIS, TERRY	717 MIAMI STREET	0773603024005000	E5.333'LT 22 & ALL LT 23 & W18.667'LT 24 Total	\$2,175.61 \$124.29
HIATT, DONALD L	611 NORTH 8TH STREET	0772604208025000	EWING, ROELOFSON & CO. , BLOCK 13 , LTS 5 & 6 & S28.5'LT 7 Total	\$3,193.97
NANNEN, STEVEN F	714 NORTH 11TH STREET	0772603103005000	EWING, ROELOFSON & CO. , BLOCK 6 , Lot 20 - 22. Total	\$434.00
SECRETARY OF VETERAN'S AFFAIRS	816 KICKAPOO STREET	0772604205019000	EWING, ROELOFSON & CO., BLOCK 12, Lot 35 Total	\$115.64

1117 POTTAWATOMIE	0772603015003000	Legal Description  EWING, ROELOFSON & CO., BLOCK 8, Lot 12 Total	Billed Amoun \$114.78
400 110 5		EWING, ROELOFSON & CO., BLOCK 8, LTS 20-21 & N1/2 LT 22	
430 NORTH 12TH STREET	0772603015007000	Total	\$134.1
POO VICKA DOO STREET			
829 KICKAPOO STREET	0772604208009000		\$3,009.43
917 KICKADOO STREET	0777604300004000	The first of the state of the s	4500.00
The state of the s		Section of the sectio	\$522.38
5-790-5-00-350 H0000V35-00-90-30-			\$2,850.00
Jos LLIVI STREET	0773003031002000	TACKLERS ADDITION, BLOCK 29, Lot 3 Total	\$122.29
1354 PAWNEE STREET	0782701008011000	FENN'S FAIRGROUND SUB. BLOCK 6. Lot 12 - 14 Total	\$127.00
			\$127.00
1351 PAWNEE STREET	0782701009004000		\$123.00
800 NORTH 17TH STREET			\$850.00
			\$050.00
		GIST SURVEY, PT GIST SURVEY IN SE1/4;BEG 231'E & 30'N SW	
1720 SHAWNEE STREET	0782704018011000	COR SE1/4, N110',E100',S110',W100'TO POB. Total	\$143.00
		GIST SURVEY, PT GIST SURVEY IN SE1/4; BEG 480.3'E INTER E	
		LI 17TH ST & N LI OSAGE ST,N140',E64',S140', W64' TO POB	
1520 OSAGE STREET	0782704007026000	Total	\$136.60
		GIST SURVEY, S26, T08, R22E, PT GIST SURVEY IN NW1/4;BEG	
1131 METROPOLITAN		SE COR INTER METRO AVE & 12TH ST, E50.1', S154.1', W50',	
AVENUE	0772602004009000	N152' TO POB Total	\$1,993.15
2315 4TH AVENUE	1010103007006000	GREENAMYRE'S ADD, BLOCK 2, S52.19' LT 3 Total	\$1,600.00
N B N			30.00
	0772602003014000		\$1,253.47
2605 FOLSOM STREET	1020304009006000		\$129.51
400 51051111014155 50 45			
400 EISENHOWER ROAD	1061301001032020	The second secon	\$150.00
2227 2ND AVENUE	1010103000000000		
			\$313.30
			\$259.03
			\$1,904.28
			\$159.17
023 KIOWA STREET	0772604103011000		\$956.59
116 OTTAWA STREET	0772503101005000		\$3,086.85
	0772303101003000		\$3,000.03
112 OTTAWA STREET	0772503101006000		\$372.42
	0200320200000		<b>4372.42</b>
113 SENECA STREET	0772503405002000	Total	\$2,179.53
		LEAVENWORTH,PLT ORIG, \$25, T08, R22E, BLOCK 17, Lot 15 -	
119 SENECA STREET	0772503405004000	16 Total	\$2,504.92
		LEAVENWORTH, PLT ORIG, S25, T08, R22E, BLOCK 26, Lot 32.	
201 OSAGE STREET	0772503107001000	Total	\$886.34
		LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 30, N75'LTS	
717 NORTH 2ND STREET	0772502021001000	30-32 Total	\$513.52
		LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 39, Lot 29	
307 OTTAWA STREET	0772503207003000	Total	\$521.00
		LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 40, E1/2 LT	
317 POTTAWATOMIE	0772503212005000	25 & ALL LT 26 Total	\$1,939.87
		LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 41, Lot 21	
323 OSAGE STREET	0772503213008000	Total	\$2,920.46
		LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 55, Lot 11	
		The state of the s	52
420 OTTAWA STREET	0772503205013000	Total  LEAVENWORTH, PLT ORIG, S25, T08, R22E, BLOCK 55, Lot 11  LEAVENWORTH, PLT ORIG, S25, T08, R22E, BLOCK 55, Lot 3.	\$2,363.84
	1720 SHAWNEE STREET  1720 OSAGE STREET  1520 OSAGE STREET  1131 METROPOLITAN AVENUE 2315 4TH AVENUE  1107 NORTH 10TH STREET 2605 FOLSOM STREET  400 EISENHOWER ROAD  2227 2ND AVENUE 729 CHESTNUT STREET 520 PAWNEE STREET 615 OTTAWA STREET 615 OTTAWA STREET 116 OTTAWA STREET 112 OTTAWA STREET 113 SENECA STREET 119 SENECA STREET 201 OSAGE STREET 717 NORTH 2ND STREET 307 OTTAWA STREET	917 KICKAPOO STREET 0772604209004000 500 ELM STREET 0773603026009000 505 ELM STREET 0773603031002000 1354 PAWNEE STREET 0782701008011000 800 NORTH 17TH STREET 0782704005001000 1720 SHAWNEE STREET 0782704005001000 1720 SHAWNEE STREET 0782704007026000 1311 METROPOLITAN AVENUE 0772602004009000 2315 4TH AVENUE 1010103007006000 1107 NORTH 10TH STREET 0772602003014000 2605 FOLSOM STREET 1020304009006000 400 EISENHOWER ROAD 1061301001032020 2227 2ND AVENUE 1010103009006000 729 CHESTNUT STREET 0773501030002000 520 PAWNEE STREET 0772601406013000 615 OTTAWA STREET 0772604108006000 625 KIOWA STREET 0772604103011000 116 OTTAWA STREET 0772503101005000 112 OTTAWA STREET 0772503101005000 113 SENECA STREET 0772503405002000 119 SENECA STREET 0772503405004000 201 OSAGE STREET 0772503207003000 307 OTTAWA STREET 0772503212005000	EWING, ROELOFSON & CO., \$26, TOB, R22E, BLOCK 14, Lot 13-15 TOTAL   SOD ELM STREET   07736030260090000   FACKLERS ADDITION, BLOCK 28, Lot 13-16 Total   FACKLERS ADDITION, BLOCK 29, Lot 3 Total   FACKLERS ADDITION, BLOCK 39, Lot 27 TOTAL   FACKLERS ADDITION, BLOCK 39, Lot 27 TOTAL   FACKLERS ADDITION, BLOCK 39, Lot 21 TOTAL   FACKLERS ADDITION ADDITION, BLOCK 39, Lot 21 TOTAL   FACKLERS ADDITION ADDITION, BLOCK 39, Lot 21 TOTAL   FACKLERS ADDITION ADDITION ADDITION ADDITION ADDITION ADDITION ADDITION, BLOCK 39, Lot 3 TOTAL   FACKLERS 30 TOTAL

Property Owner Name	Property Address	CAMA	Legal Description	Billed Amoun
ARENAS, FEDERICO & CLAUDIA	515 OTTAWA STREET	0772503209005000	LEAVENWORTH,PLT ORIG, S25, T08, R22E, BLOCK 65, Lot 26. Total	\$109.30
			LEAVENWORTH, PLT ORIG, \$25, T08, R22E, BLOCK 70, E7.2'LT	1
MARRERO, ANGELINA S	507 SHAWNEE STREET	0772503312002000	28 & ALL LT 29 Total	\$233.30
BEHNCKE, ROBERT H & REBECCA Z &	510 PAWNEE STREET	0772601406017000	LEAVENWORTH,PLT ORIG, S26, T08, R22E, BLOCK 60, Lot 5 - 6	
RANEY, KEVIN M	108 MARION STREET	0772601406017000 1010104001009000	Total LT 15 & S1/2 VAC ALLEY ADJ Total	\$124.21
RICHMOND, LANCE WILLIAM &	130 WANTON STREET	1010104001009000	MARSHALL'S SUBDIVISION , BLOCK 1 , N40' OF S180' OF BLK 1	\$120.53
SULLIVAN, TES	1517 9TH AVENUE	1010201004006000	Total	\$796.50
BURBANK, JOSEPH M	932 OSAGE STREET	0772603401007000	MIX'S SUBDIVISION , BLOCK 2 , Lot 16. Total	\$375.50
AILIN, RACHEL RS	836 MIAMI STREET	0772604305014000	MIX'S SUBDIVISION, BLOCK 4, Lot 22 - 24 Total	\$439.70
LOUGH, MANDI & CHAD A	807 NORTH 12TH STREET	0772603002018000	MORRIS METRO SUB BL 1-4, BLOCK 1, N1/2 LT 4 & ALL LT 5 Total	
BOKF NA	805 SANTA FE STREET	1010204013001000	NEELY'S FOREST ADDITION , BLOCK 7 , Lot 8. Total	\$500.00
WALLACE, JANICE V & WALLACE, ARDELLA M	840 LIMIT STREET	1010204016008000	NEELY'S FOREST ADDITION, BLOCK 8, Lot 5 Total	\$600.00
WILSON, ROBERT A	1186 RANDOLPH STREET	0773503008003000	NORTON, WILLIAMS & THOMAS ADD, BLOCK 1, Lot 1 - 2 Total	\$522.56
COPPER TOP LLC	603 13TH TERRACE	0782704004034000	OTTAWA SUBDIVISION, BLOCK 2, Lot 1, (SCALED) Total	\$122.00
BURNS, F ROBERT & ELIZABETH C	538 PLEASANT AVENUE	1011203001025000	PLEASANT VIEW SUBDIVISION, Lot 4 Total	\$303.77
LONG, KIESIN BLAEK & COURTNEY BROOKE	1130 KICKAPOO STREET	0772603006008000	PT GIST SURVEY IN SW1/4;BEG NE COR INTER KICKAPOO & 12TH ST, N125', E88', S125', W88' TO POB Total	\$144.00
JOHNSON, GEORGE JR	809 NORTH 18TH STREET	0782703001001000	QUAIL CREEK, BLOCK 1, Lot 1 Total	\$135.00
KNOX, RICHARD K & ETHEL R	812 KICKAPOO STREET	0772604205020000	RAINTREE SUBDIVISION REPLAT, Lot 12 Total	\$123.50
BROWN, FLOSSIE & KING, DELORES	651 SOUTH STREET	1010102019001000	REES' DONIPHAN&THORNTON'S, BLOCK 14, LT 1 & VAC ALLEY ADJ Total	\$2,380.09
KING, CHARLES LEROY & BROWN,			REES' DONIPHAN&THORNTON'S, BLOCK 14, LT2 & VAC ALLEY	
FLOSSIE	653 SOUTH STREET	1010102019001010	ADJ Total	\$398.96
DANID STELLA	1010 55011 111511115		REES' DONIPHAN&THORNTON'S, S01, T08, R22E, BLOCK 13, LT	
RAND, STELLA J	1818 5TH AVENUE	1010102018009000	7 & 8 ;E1/2 VAC 7TH ST ADJ Total	\$523.04
MC CANN, JULIE A SOUTH HILLSIDE DEVELOPMENT LLC	829 OHIO STREET	1010201005012000	ROELAND ADDITION , Lot 11. Total	\$129.94
300 TH HILLSIDE DEVELOPINIENT LLC	2300 WILSON AVENUE	1010104006001130	RUTTER'S REPLAT, S01, T09, R22E, Lot 4 Total	\$2,057.31
DODGE, CHARLES K & & JESSIANNA C	636 LIMIT STREET	1010103017005000	S01, T09, R22E, ACRES 2.2, PT SW1/4 SW1/4 BEG N R/W LI LIMIT ST 170 ' E SW COR SW1/4 SW1/4, E223', N360'(S) TO SLY AT&SF R RR/W, NWLY ALG AT&SF RR R/W W 140'(S), W100'(S), S432 TO POB & ABAN RR ROW ADJ (SCALED) Total	\$519.50
BUNCH, JAMES R JR	1506 SHAWNEE STREET	0782704016010000	SHAWNEE HEIGHTS, BLOCK 3, Lot 18. Total	\$128.00
HALSTEAD, KENNETH A & AMELIA K	1305 6TH AVENUE	0773504026004000	SHOYER PLACE, S35, T08, R22E, Lot 1 - 2 Total	\$130.68
			SHRINE PARK PUD, S11, T09, R22E, ACRES 41.05, LT 6 EXC TR BEG NW COR LT 3, SW TO NW COR LT 2, SE180', NE636', SE42.4', SW691.5', NW144.5', N193.6', NE755.7', E123.2' TO	
OAKS RESIDENCES LLC	3300 SHRINE PARK ROAD	1011101004040000	POB Total	\$2,700.00
PRATER, JAMES D & B U	1000 NORTH 20TH STREET	0782702004010000	SLOAN'S 2ND ADDITION, S27, T08, R22E, LT 3: EXC PT BEG 75.2'S OF NE COR LT 3; S10', W26.2', NE28.2' TO POB Total	\$410.00
EMD LEAVENWORTH LLC	1000 EISENHOWER ROAD	1061400002004030	SOUTH CROSSROADS, S14, T09, R22E, BLOCK 1, Lot 2, ACRES 1.2 Total	\$432.97
HERNANDEZ, KETZY	50 LOGAN AVENUE	1010104013009000	SOUTHSIDE PARK SUB, BLOCK 33, Lot 12 Total	\$2,492.37
STEPHENS, KEITH A & JUNG MI	2705 SOUTH 2ND STREET	1010104014003020	SOUTHSIDE PARK SUB, S01, T09, R22E, BLOCK 32, S1/2 LTS 1 & 2 Total	\$119.46
			SOUTHSIDE PARK SUB, S01, T09, R22E, BLOCK 36, Lot 10 - 11	
MATZEDER, ROBERT A GREEN, MICHAEL J	51 LOGAN AVENUE	1010104019001000	Total	\$2,672.23
ONLEN, MIGHAELJ	1314 GRAND AVENUE	0773503022010000	STILLING'S BLKS 12-17, BLOCK 13, Lot 38 Total	\$504.08
JIPSON, JOSHUA	1230 10TH AVENUE	0773503020013000	STILLING'S BLKS 12-17, BLOCK 15, S1/2 LT 45 & LTS 46-49 Total	\$418.00
STONEHOUSE RENTALS INC	1308 KLEMP STREET	0773503023013000	STILLING'S BLKS 12-17, S35, T08, R22E, BLOCK 12, Lot 46 - 47 Total	\$119.00

Property Owner Name	Property Address	CAMA	Legal Description	Billed Amount
			STILLING'S BLKS 4-8, S35, T08, R22E, BLOCK 6, N125.5' LTS 19 &	
H&P DEVELOPMENT LLC	1009 KENTON STREET	0773503010004000	20. Total	\$2,758.22
RUTHERFORD, KASSANDRA	1410 10TH AVENUE	0773503030017000	STILLING'S REPLAT, BLOCK 16, Lot 12 - 14 Total	\$146.00
DONALD, PHELPS M & ROSE M	1118 KENTON STREET	0773503002009000	STILLING'S, BLKS 1-3, BLOCK 2, Lot 16 - 18 Total	\$658.62
DONALD, PHELPS M & ROSE M	1122 KENTON STREET	0773503002008000	STILLING'S, BLKS 1-3, S35, T08, R22E, BLOCK 2, Lot 14 - 15 Total	\$132.28
PATTERSON, JAMES L	704 OSAGE STREET	0772604110028000	WESTERN ADDITION , BLOCK 91 , W16'LT 3 & ALL LTS 4&5. Total	\$133.38
H&P DEVELOPMENT LLC	351 SOUTH 14TH STREET	0783401012006000	WHITAKERS REPLAT CENTRAL, BLOCK 54, LTS 1-7 & VAC ALLEY ADJ Total	\$130.00
O'NEAL, KELLY M	1922 ROSE STREET	1010102030013000	WOLLMAN PLACE, S01, T09, R22E, LTS 16-19 & VAC ALLEY ADJ Total	\$155.69
COLLINS, RALPH (DEC'D) GORDEN, BETTY	1529 10TH AVENUE	1010201006005000	WOLLMAN'S SUB OF W1/2 BLK #4, S02, T09, R22E, Lot 13 - 15 Total	\$547.70
MIRANDA, MICHAEL W & SARAH	1024 TAMARISK DRIVE	1011103004016000	WOODS ON MUNCIE, S11, T09, R22E, BLOCK 1, Lot 16. Total	\$393.00
			Grand Total	\$92,962.64

#### Policy Report No. 4-2019 2019 Uniform Public Offense Code August 13, 2019

Prepared b

Approved by:

Patrick R. Kitchens, Police Chief

#### **ISSUE:**

The Police Department is requesting the commission place an ordinance on first consideration that adopts the 2019 Uniform Public Offense Code for Kansas Cities for use by the City of Leavenworth.

#### **STAFF RECOMMENDATION:**

Staff recommends approval.

#### **BACKGROUND:**

Every year the League of Kansas Municipalities produces a Uniform Public Offense Code for cities in Kansas. It is designed to provide a comprehensive public offense ordinance and the City of Leavenworth has used it for many years. It does not take effect in a city until the governing body has passed and published an ordinance incorporating it as prescribed in Kansas Statutes.

The following changes are noted:

Article

7A – Crimes Affecting Public Trust

8 – Crimes Involving Violation of Personal Rights

(formerly Denial of Civil Rights)

Section 1.1 - Definitions

Added: Cannabidiol Treatment Preparation

**Debilitating Medical Condition** Federal Law Enforcement Officer

State of Nudity Transmission Visual Depiction

#### Amended: Alcoholic Liquor Nonferrous Metal Public Employee

Section 3.1.1 – Domestic Battery

Section 3.2.1 – Sexual Battery

Section 3.4 – Unlawful Interference with an Emergency Medical Services Attendant

Section 3.7.1 – Interference with Custody of a Committed Person

Section 3.10 - Hazing

Section 3.13 - Stalking

Section 5.1.2 - Unlawful Possession of a Visual Depiction of a Child

Section 5.1.3 – Unlawful Transmission of a Visual Depiction of a Child

Section 5.3 – Unlawfully Hosting Minors Consuming Alcoholic Liquor or Cereal Malt Beverages

Section 6.1 – Theft

Section 6.6 – Criminal Damage to Property

Section 6.7.1 – Trespassing on Railroad Property

Section 6.16 – Giving a Worthless Check

Section 6.23.1 – Unlawful Use of Recordings

Section 6.24 – Commercial Fossil Hunting

Section 6.25 – Counterfeiting

Section 6.26 – Automobile Master Key Violation

Section 7.4 – Interference with the Judicial Process

Section 7.15 – Intimidation of a Witness or Victim

Section 7.16 – Obstructing Apprehension or Prosecution

Section 8.2 - Unlawful disclosure of Tax Information

Section 8.3 – Unjustifiably Exposing a Convicted or Charged Person

Section 9.9.1 – Unlawful Possession of Marijuana and Tetrahydrocannabinols

Section 9.9.2 - Possession of Drug Paraphernalia and Simulated Controlled Substances

Section 9.9.3 – Unlawful Distribution of Controlled Substances

Section 9.9.4 – Unlawful Possession of Controlled Substances

Section 9.9.5 – Unlawful Possession of Simulated Substances

Section 9.9.6 – Distribution of a Non-controlled Substance

Section 10.2 – Possession of a Firearm Under the Influence

Section 10.4 – Failure to Register Explosives

Section 10.21 – Selling Beverage Containers with Detachable Tabs

Section 10.28 – Endangering the Food Supply

Section 11.1 – Promoting Obscenity

Section 11.2 – Promoting Obscenity to Minors

Section 11.9.1 – Illegal Bingo Operation

Section 11.10 – Possession of a Gambling Device

Section 11.11 – Cruelty to Animals

Section 11.13 – Unlawful Possession of Dog Fighting Paraphernalia; Unlawful Attendance of Dog Fighting

Section 11.14 – Illegal Animal Ownership

Section 11.15 - Permitting a Dangerous Animal to be at Large

Section 11.16 – False Membership Claim

BUDGET I	IMPACT:	
There is no l	budget impact.	
COMMISS	SION ACTION:	
Place an ord	dinance on first consideration that adopts the 2019 Uniform Public Offense ansas Cities for use by the City of Leavenworth.	
	CITY of LEAVENWORTH, KANSAS	

#### ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAVENWORTH, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES" EDITION OF 2019, WITH CERTAIN OMISSIONS AND CHANGES.

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

**Section 1.** That the Code of Ordinances, City of Leavenworth, Kansas, Chapter 70, Offenses, Section 70-1, is hereby deleted in its entirety and amended to read as follows:

#### Sec. 70-1 Incorporating Uniform Public Offense Code – Incorporated by reference.

Is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Leavenworth, Kansas, that certain code known as the Uniform Public Offense Code for Kansas Cities, Edition of 2019 prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereinafter omitted, deleted, notified or changed. One official copy of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. xxxx" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this Ordinance and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

**Section 2.** That the Code of Ordinances, City of Leavenworth, Kansas, Chapter 70, Offenses, Section 70-2, is hereby deleted in its entirety and amended to read as follows:

#### Sec. 70-2 Same-amendments and omissions.

Notwithstanding the foregoing, Section 5.7, and Section 10.6 of said *Uniform Public Offense Code* are hereby deleted in their entirety and amended to read as follows and Sec. 11.15; Article 11 of said *Uniform Public Offense Code* is hereby declared to be and is omitted and deleted.

### 5.7 SELLING, GIVING OR FURNISHING CIGARETTES OR TOBACCO PRODUCTS TO A PERSON UNDER 21 YEARS OF AGE.

- (a) It shall be unlawful for any person to:
  - (1) Sell, furnish or distribute to any person under the age of 21 years any cigarettes, electronic cigarettes, or tobacco products; or
  - (2) Buy any cigarettes, electronic cigarettes, or tobacco products for any person under 21 years of age.

- (b) It shall be a defense to a prosecution under subsection (a) of this section if:
  - (1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;
  - (2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes or tobacco products; and
  - (3) To purchase or receive the cigarettes, electronic cigarettes, or tobacco products, the person under 21 years of age exhibited to the defendant a driver's license, Kansas non driver's identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, or tobacco products.
- (c) It shall be a defense to a prosecution under subsection (a) of this section if:
  - The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and
  - (2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53-601, that the person was 21 or more years of age.
- (d) For purposes of this section, the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age, or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.
- (e) Notwithstanding any separate definition in Sec. 1.1 of the *Uniform Public Offense Code for Kansas Cities*, the term *electronic cigarette* means a device that delivers nicotine or other substances to the person inhaling from the device, including but not limited to any electronic cigarette, cigar, pipe, or hookah, including any component, part, or accessory of such a device, whether or not sold separately. Electronic cigarette shall not include any products that have been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

- (f) As used in this section, *sale* means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration.
- (g) It is unlawful for any person who is a retail dealer to fail to post and maintain in a conspicuous place in the dealer's establishment the following notice: "BY LAW, CIGARETTES AND TOBACCO PRODUCTS MAY BE SOLD ONLY TO PERSONS 21 YEARS OF AGE AND OLDER." Retailer shall mean any person, firm or corporation engaged in the business of selling tobacco products, alternative nicotine products, or vapor products by personal handling to an ultimate customer or consumer.

Violation of this section is a class B violation punishable by a minimum fine of \$200.

#### 10.6 AIR GUN, AIR RIFLE, BOW AND ARROW, SLINGSHOT OR BB GUN.

The unlawful operation of an air gun, air rifle, bow and arrow, slingshot or BB gun is the shooting, discharging or operating of any air gun, air rifle, bow and arrow, slingshot or BB gun, within the city, except by permit authorized by the city for deer hunting or within the confines of a building or other structure from which to projectiles cannot escape; provided, that a bow and arrow may be used in an open air archery range meeting the following requirements.

- (1) An open, flat plain with a clear and unobstructed field of distance. The maximum distance between archer and target shall be no more than 40 yards.
- (2) Target shall be situated so that any path, target, road or building is located with a 30 degree arc centered perpendicular with the shooter and target extending a minimum of 40 yards behind the target.
- (3) A target backstop be constructed which is at least 12 feet wide and 8 feet high behind each target. The backstop is to be constructed and maintained using a material, which would capture and trap arrows shot into it. The material used must not cause arrows to be deflected in another direction.
- (4) A secondary earthen backstop consisting of an earthen berm, material hill or excavated face shall be provided. The secondary backstop should be at least 30 feet wide and 16 feet high.
- (5) Operation of an archery range shall be allowed between the hours of sunrise and sunset.

Unlawful operation of an air gun, air rifle, bow and arrow, slingshot or BB gun is a class C violation.

**Section 3. REPEAL.** Sections 70-1 and 70-2 of Chapter 70, Offenses, 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 4. EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after its publication in the official city newspaper.

# PASSED and APPROVED by the Governing Body on this \_\_\_\_th day of August 2019. Jermaine Wilson, Mayor {Seal} ATTEST: Carla K. Williamson, CMC, City Clerk

#### Policy Report No. 5-2019 2019 Standard Traffic Ordinance August 13, 2019

Prepared by:

Approved by:

Patrick R. Kitchens, Police Chief

Paul Kramer, City Manager

#### **ISSUE:**

The Police Department is requesting the commission place an ordinance on first consideration that adopts the 2019 Standard Traffic Ordinance for Kansas Cities for use by the City of Leavenworth.

#### **STAFF RECOMMENDATION:**

Staff recommends approval.

#### **BACKGROUND:**

Every year the League of Kansas Municipalities produces a Standard Traffic Code for cities in Kansas. It is designed to provide a comprehensive traffic code and the City of Leavenworth has used it for many years. It does not take effect in a city until the governing body has passed and published an ordinance incorporating it as prescribed in Kansas Statutes.

The changes are listed below:

Section 1. Definitions

Added: Electric Assisted Scooter

Digital Network Habitual Violator Identifying Numbers

Lien Holder

Light Weight Roadable Vehicle

Local Authorities Manufacturer

Transportation Network Company

Transportation Network Company Driver

Amended: Farm Tractor

Governing Body

Implement of Husbandry

Owner

Passenger Car Pole Trailer Semi-Trailer

Specialty Constructed Vehicle

Trailer Truck

Section 6.1 – Road Construction Zone

Section 30.2 – Preliminary Breath Test

Section 33.1 – Special Speed Limitations Applicable to Certain Vehicles and Portions of Highways; Powers of Secretary and Local Authorities; Violations, Evidence of Safe Speed

Section 38.1 – Driving in Defiles or Canyons

Section 76 - Obedience to Signal Indicating Approaching of Train

Section 105.1 - Criminal Penalties for Violation of Size and Weight Laws; Exceptions

Section 105.2 – Width of Vehicles and Loads Theron

Section 105.3 – Projecting Loads to the Front and Rear

Section 114.1 – Unlawful Operation of an All-Terrain Vehicle

Section 114.5 Unlawful Operation of a Work-Site Utility Vehicle

Section 115 – Unlawful Riding on Vehicles

Section 135.1 – Electric-Assisted Scooters, Traffic Law Application

Section 151.1 – Air Conditioning Equipment

Section 156 – Lamps or Flag on Projecting Loads

Section 158 -Lamps on Other Vehicles and Equipment

Section 158.1 – Lights; Lamps and Reflectors on Farm Tractors; Slow-moving Vehicle and Slow-moving Vehicle Emblem Defined; Requirements for Slow-moving Vehicles; Unlawful Acts; Exceptions

Section 160 .1 – Wreckers, Tow Trucks or Car Carriers; Operation of Emergency Lights; When

Section 162.1 – Display of Vehicular Hazard Warning Signal Lamps and Warning Devices by Certain Stopped or Disabled Vehicles.

Section 169 – Special Restrictions on Lamps

Section 169.1 – Transportation Network Lighting Device

Section 173 – Brakes; Performance Requirements

Section 177 – Windshields Must Be Unobstructed and Equipped with Wipers; Eye Protection

Section 181 - One-Way Glass and Sun Screening Devices

Section 182.1 - Seat Belts

Section 182.1.2 – Safety Belts and Shoulder Harnesses

Section 190.1 – Approval of Braking Systems on Motor-driver Cycles; Suspension or Revocation of Registration; Prohibited

Section 192 – Driver's License

Section 193 - Driver's License in Possession

Section 201 – Penalties

Section 201.1. - Failure to Comply with a Traffic Citation

#### **BUDGET IMPACT:**

There is no budget impact.

#### **COMMISSION ACTION:**

Place an ordinance on first consideration that adopts the 2019 Standard Traffic Ordinance for Kansas Cities for use by the City of Leavenworth.

(Summary Published in the Leavenworth Times on August				
ORDINANCE				

AN ORDINANCE AMENDING CHAPTER 110 SECTIONS 110-1 – 110-2.1 OF THE CODE OF ORDINANCES REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAVENWORTH, KANSAS; INCORPORATING BY REFERENCE THE *STANDARD TRAFFIC ORDINANCE* FOR KANSAS CITIES, EDITION OF 2019, WITH CERTAIN OMISSIONS, CHANGES, AND ADDITIONS.

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

**Section 1**. That the Code of Ordinances, City of Leavenworth, Kansas, Chapter 110, Traffic and Vehicles, Article I; In General, Section 110-1 through Section 110-2.1 shall be amended to read as follows:

#### Sec. 110-1 Standard Traffic Ordinance for Kansas Cities - Adopted.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Leavenworth Kansas that certain standard traffic ordinance known as the *Standard Traffic Ordinance* for Kansas Cities, Edition of 2019, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified, or changed.

#### Sec. 110-2 Same-Marked copies on file.

One copy of said *Standard Traffic Ordinance* shall be marked or stamped "Official Copy as Adopted by Ordinance \_\_\_\_\_" with all sections and portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable business hours. The police department, municipal judge, and all administrative departments of the city charged with enforcement of the ordinance shall be supplied at the cost of the city, such number of official copies as such *Standard Traffic Ordinance* similarly marked, as may be deemed expedient.

#### Sec. 110.2.1 Same-amendments.

Article 14. Miscellaneous Rules, Section 114.5 be amended, adding, as follows:

(e) As provided by subsection (a) (2), it shall be unlawful to operate of worksite utility vehicle except for public safety and city maintenance staff within the corporate limits of the city.

Article 15. Operation of Bicycles, Motorized Bicycles, and Play Vehicles. Section 135.1 be amended, adding the following:

(e) As provided in subsection (c) "it is unlawful to operate, or for the owner to permit the operation of an electric-assisted scooter upon a street, highway, public parking lot, or public parks area."

#### Sec. 110.2.2 Omitting.

Sec. 69 (d): Article II, Pedestrians, of said Standard Traffic Ordinance relating to city permits for soliciting of contributions is hereby declared to be omitted and deleted.

**Section 2.** That all ordinances found to be in conflict with the said "Standard Traffic Ordinance for Kansas Cities, Edition of 2019" be and the same are hereby repealed.

**Section 3.** That this ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

PASSED and APPROVED by the Governing Body on this \_\_\_\_\_th day of August 2019.

{Seal}	Jermaine Wilson, Mayor
ATTEST:	
City Clerk Carla K. Williamson, CMC	

# Policy Report No. 6-2019 2019 Intersection Traffic Control Device Master Index August 13, 2019

Prepared by:

Patrick P. Kitchens, Police Chief

Approved by:

Patrick R. Kitchens, Police Chief

Paul Kramer, City Manager

#### **ISSUE:**

Place an ordinance on first consideration that adopts the 2019 Intersection Traffic Control Device Master Index.

#### **STAFF RECOMMENDATION:**

Staff recommends approval.

#### **BACKGROUND:**

On an annual basis the Intersection Traffic Control Device is presented to the City Commission for approval. (Master list attached)

- All changes are associated with the West Glenn Subdivision.
  - o (20<sup>th</sup> and Eisenhower)

#### **BUDGET IMPACT:**

There is no budget impact.

#### **COMMISSION ACTION:**

Place an ordinance on first consideration that adopts the 2019 Intersection Traffic Control Device Master Index.

ORDINANCE NO
AN ORDINANCE AMENDING CHAPTER 110 SEC. 110-44 OF THE CODE OF ORDINANCES REGULATING INTERSECTION TRAFFIC CONTROL DEVICES WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAVENWORTH, KANSAS; INCORPORATING BY REFERENCE THE "2019 INTERSECTION TRAFFIC CONTROL DEVICE MASTER INDEX".
BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS:
<b>Section 1.</b> That the Code of Ordinances, City of Leavenworth, Kansas Chapter 110, Traffic and Vehicles, Article II Local Traffic Regulations, Section 110-44 shall be amended to read as follows:
Section 110-44. Incorporating the Intersection Traffic Control Devices.
The "2019 Intersection Traffic Control Device Master Index" prepared and published by the city in book form for the purpose of regulating intersection traffic control devices within the city, is adopted as though fully set forth herein. One copy of the adopted index, marked "Official Copy as Adopted by <b>ordinance xxxx</b> " and to which shall be attached a copy of <b>ordinance xxxx</b> , shall be filed with the city clerk and available to the public for inspection at all reasonable business hours.
<b>Section 2.</b> That Section 110-44 amended herein and all ordinances found to be in conflict are hereby repealed.
<b>Section 3.</b> That this ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.
PASSED and APPROVED by the Governing Body on thisth day of August 2019.
Jermaine Wilson, Mayor

ATTEST:

{SEAL}

City Clerk Carla K. Williamson, CMC

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	2	W	US73 OFF RAMP/SANTA FE TRAIL	0	0	0	SS
SS	7	E	US73 OFF RAMP/SANTA FE TRAIL	SS	SS	SS	SS
SS	7	S	METROPOLITAN AV/SANTA FE TRAIL	SS	SS	SS	SS
SS	8	N	US73 ON RAMP/N 20TH ST	SS	SS	SS	SS
SS	8	E	METROPOLITAN AVE / N 20TH ST	SS	SS	SS	SS
SS	9	E	METROPOLITIAN-PAWNEE AVE / N 20TH ST	0	0	SS	SS
SS	9	W	METROPOLITIAN-PAWNEE AVE / N 20TH ST	0	0	SS	SS
SS	10	w	N 20TH ST / DAKOTA ST	0	0	SS	SS
SS	10	E	N 20TH ST / DAKOTA ST	0	0	SS	SS
SS	11	N	DAKOTA ST / DENNY LN	SS	0	0	0
SS	12	S	N 18TH ST / DAKOTA ST	SS	SS	0	0
SS	12	N	N 18TH ST / DAKOTA ST	SS	SS	0	0
SS	13	S	PAWNEE ST / DAKOTA ST	0	SS	0	0
SS	14	S	N 16TH ST / DAKOTA ST (N)	0	SS	SS	0
SS	14	E	N 16TH ST / DAKOTA ST (N)	0	SS	SS	0
SS	15	w	N 16TH ST / PAWNEE ST (S)	0	0	0	SS
SS	16	E	N 16TH ST / PAWNEE ST (N)	0	0	SS	0
SS	16	S	N 16TH ST / PAWNEE ST (N)	0	0	SS	0
SS	17	E	METROPOLITIAN AVE / N 16TH ST (S)	0	0	SS	0
SS	18	N	US 73 / N 16TH ST	SS	0	0	0
SS	19	N	METROPOLITIAN AVE / N 14TH ST	SS	0	0	0
SS	20	W	N 14TH ST / CHEYENNE ST	0	0	0	SS
SS	21	w	N 14TH ST / PAWNEE ST	0	0	SS	SS
SS	21	E	N 14TH ST / PAWNEE ST	0	0	SS	SS
SS	22	w	N 14TH ST / DAKOTA ST	0	0	0	SS
SS	23	S	N 14TH ST / KIOWA ST	0	SS	0	0
SS	24	w	N 16TH ST / DAKOTA ST (S)	0	0	0	SS
SS	25	S	N 16TH ST / KIOWA ST	0	SS	0	0
SS	27	N	N 13TH TERR / KIOWA ST	SS	0	0	0
SS	28	N	METROPOLITIAN AVE / N 13TH ST	SS	0	0	0
SS	29	N	METROPOLITIAN AVE / N 12TH ST	SS	0	0	0
SS	30	N	METROPOLITIAN AVE / N 11TH ST	SS	0	0	0
SS	31	N	METROPOLITIAN AV / N 10TH ST	SS	0	0	0
SS	32	w	N 10TH ST / CHEYENNE ST	0	0	SS	SS
SS	32	E	N 10TH ST / CHEYENNE ST	0	0	SS	SS
SS	33	w	N 11TH ST / CHEYENNE ST	0	0	SS	SS
SS	33	E	N 11TH ST / CHEYENNE ST	0	0	SS	SS
SS	34	w	N 12TH ST / CHEYENNE ST	0	0	SS	
SS	34	E	N 12TH ST / CHEYENNE ST	0	0	SS	SS
SS	35	w	N 13TH ST / CHEYENNE ST	0	0	SS	SS
SS	35	E	N 13TH ST / CHEYENNE ST	0	0		
SS	36	w	N 13TH ST / PAWNEE ST	0	_	SS	SS
SS	36	E	N 13TH ST / PAWNEE ST		0	SS	SS
SS	37	W	N 12TH ST / PAWNEE ST	0	0	SS	SS
SS	37	E	N 12TH ST / PAWNEE ST	0	0	SS	SS

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#### 2019 Intersection Traffic Control Device Master Index Adopted by Ordinance No. xxxx

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	ЕВ	WB
SS	38	W	N 11TH ST / PAWNEE ST	0	0	SS	SS
SS	38	E	N 11TH ST / PAWNEE ST	0	0	SS	SS
SS	39	w	N 10TH ST / PAWNEE ST	0	0	SS	SS
SS	39	E	N 10TH ST / PAWNEE ST	0	0	SS	SS
SS	40	W	N 10TH ST / DAKOTA ST	0	0	SS	SS
SS	40	E	N 10TH ST / DAKOTA ST	0	0	SS	SS
SS	41	W	N 11TH ST / DAKOTA ST	0	0	SS	SS
SS	41	E	N 11TH ST / DAKOTA ST	0	0	SS	SS
SS	42	W	N 12TH ST / DAKOTA ST	0	0	SS	SS
SS	42	E	N 12TH ST / DAKOTA ST	0	0	SS	SS
SS	43	W	N 13TH ST / DAKOTA ST	0	0	SS	SS
SS	43	E	N 13TH ST / DAKOTA ST	0	0	SS	SS
SS	44	W	N 13TH ST / KIOWA ST	0	0	SS	SS
SS	44	E	N 13TH ST / KIOWA ST	0	0	SS	SS
SS	45	w	N 12TH ST / KIOWA ST	0	0	SS	SS
SS	45	E	N 12TH ST / KIOWA ST	0	0	SS	SS
SS	46	w	N 11TH ST / KIOWA ST	0	0	SS	SS
SS	46	E	N 11TH ST / KIOWA ST	0	0	SS	SS
SS	47	w	N 10TH ST / KIOWA ST	0	0	SS	SS
SS	47	E	N 10TH ST / KIOWA ST	0	0	SS	SS
SS	48	w	N 10TH ST / KICKAPOO ST	0	0	SS	SS
SS	48	Е	N 10TH ST / KICKAPOO ST	0	0	SS	SS
SS	49	w	N 11TH ST / KICKAPOO ST	0	0	SS	SS
SS	49	E	N 11TH ST / KICKAPOO ST	0	0	SS	SS
SS	50	W	N 12TH ST / KICKAPOO ST	0	0	SS	SS
SS	50	E	N 12TH ST / KICKAPOO ST	0	0	SS	SS
SS	51	W	N 13TH ST / KICKAPOO ST	0	0	SS	SS
SS	51	E	N 13TH ST / KICKAPOO ST	0	0	SS	SS
SS	52	E	N 10TH ST / OTTAWA ST	0	0	SS	SS
SS	52	E	N 10TH ST / OTTAWA ST	0	0	SS	SS
SS	53	S	N 11TH ST / OTTAWA ST	SS	SS	0	0
SS	53	N	N 11TH ST / OTTAWA ST	SS	SS	0	0
SS	54	S	N 12TH ST / OTTAWA ST	SS	SS	0	0
SS	54	S	N 12TH ST / OTTAWA ST	SS	SS	0	0
SS	55	S	N 13TH ST / OTTAWA ST	SS	SS	0	0
SS	55	N	N 13TH ST / OTTAWA ST	SS	SS	0	0
SS	56	5	N 13TH TERR / OTTAWA ST	0	SS	0	
SS	57	E	N 10TH ST / POTTAWATOMIE ST	0	22		0
SS	57	E	N 10TH ST / POTTAWATOMIE ST	0	0	SS SS	SS
SS	58	w	N 11TH ST / POTTAWATOMIE ST				SS
SS	58	E	N 11TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	59		N 12TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	59	E	N 12TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	60	W	N 10TH ST / OSAGE ST	0	0	SS	SS
SS	60	E	N 10TH ST / OSAGE ST	0	0	SS	SS

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	ЕВ	WB
SS	61	W	N 10TH ST / MIAMI ST	0	0	SS	SS
SS	61	E	N 10TH ST / MIAMI ST	0	0	SS	SS
SS	62	S	N 11TH ST / OSAGE ST	0	SS	0	0
SS	63	S	N 12TH ST / OSAGE ST	0	SS	0	0
SS	64	E	N 13TH ST / POTTAWATOMIE ST	0	0	SS	0
SS	65	W	N 13TH ST / OSAGE ST	0	0	SS	SS
SS	65	E	N 13TH ST / OSAGE ST	0	0	SS	SS
SS	68	N	N 16TH ST / OSAGE ST	SS	0	0	0
SS	68	N	N 16TH ST / OSAGE ST	SS	0	0	0
SS	69	w	N 17TH ST / OSAGE ST	0	0	0	SS
TL	70	2W	S 10TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	70	2N	S 10TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	70	2E	S 10TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	70	25	S 10TH ST / SHAWNEE ST	TL	TL	TL	TL
SS	71	S	11TH ST / SHAWNEE ST	SS	SS	0	0
SS	71	N	11TH ST / SHAWNEE ST	SS	SS	0	0
SS	72	N	S 12TH ST / SHAWNEE ST	SS	0	0	0
SS	73	S	S 13TH ST / SHAWNEE ST	SS	SS	0	0
SS	73	N	S 13TH ST / SHAWNEE ST	SS	SS	0	0
SS	74	w	N 13TH ST / SENCECA ST	0	0	0	SS
SS	75	S	S 14TH ST / SHAWNEE ST	SS	SS	0	0
SS	75	N	S 14TH ST / SHAWNEE ST	SS	SS	0	0
SS	76	EB	N 14th St / SENECA ST	0	0	SS	0
SS	81	W	HOPE ST / ALLEN ST	0	0	0	SS
SS	82	S	SHELDON ST / SHAWNEE ST	0	SS	0	0
SS	83	N	S 15TH ST / SHAWNEE ST	SS	0	0	0
SS	84	S	WESTERN ST / SHAWNEE ST	0	S	0	0
SS	85	S	ALLEN ST / SHAWNEE ST	0	SS	0	0
SS	86	N	S 16TH ST / SHAWNEE ST	SS	0	0	0
SS	87	N	SHAWNEE ST / LEAVENWORTH AVE	SS	0	0	0
SS	88	S	S 17TH ST / SHAWNEE ST	SS	SS	0	0
SS	88	N	S 17TH ST / SHAWNEE ST	SS	SS	0	0
SS	89	W	N 17TH ST / TERRY ST	0	0	SS	SS
SS	89	E	N 17TH ST / TERRY ST	0	0	SS	SS
SS	91	E	N 16TH ST / MICHAEL ST	0	0	SS	0
SS	92	EB	N 17TH ST / MIAMI ST	0	0	SS	0
SS	93	W	N 17TH ST / MICHAEL ST	0	0	0	SS
SS	94	w	N 17TH ST / MICHAEL ST	0	0	SS	0
SS	97	N	N 17TH ST / OTTAWA ST	SS	0	0	0
SS	98	S	N 18TH ST / OTTAWA ST	SS	SS	0	0
SS	98	N	N 18TH ST / OTTAWA ST	SS	SS	0	0
SS	99	N	N 19TH ST / OTTAWA ST	SS	0	0	0
SS	100	w	N 20TH ST / OTTAWA ST	0	0	SS	SS
SS	100	E	N 20TH ST / OTTAWA ST	0	0	SS	SS
SS	101	W	N 20TH ST / POTTAWATOMIE ST	0	0	0	SS

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#### 2019 Intersection Traffic Control Device Master Index Adopted by Ordinance No. xxxx

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	103	E	N 18TH ST / OSAGE ST	0	0	SS	0
SS	104	SB	N 19TH ST / OSAGE ST	0	SS	0	0
SS	105	w	N 20TH ST / OSAGE ST	0	0	0	55
SS	106	Е	N 18TH ST / MIAMI ST	0	0	SS	0
SS	107	w	N 18TH ST / SENECA ST	0	0	SS	SS
SS	107	E	N 18TH ST / SENECA ST	0	0	SS	SS
SS	108	N	TOPEKA AVE / SHAWNEE ST	SS	0	0	0
SS	109	w	N 18TH ST / SHAWNEE ST	SS	SS	0	0
SS	109	E	N 18TH ST / SHAWNEE ST	SS	SS	0	0
SS	109	S	N 18TH ST / SHAWNEE ST	SS	SS	0	0
SS	109	N	N 18TH ST / SHAWNEE ST	SS	SS	0	0
SS	110	w	N 20TH ST / SHAWNEE ST	0	0	SS	SS
SS	110	E	N 20TH ST / SHAWNEE ST	0	0	SS	SS
SS	111	Ε	N2OTH ST / SENECA ST (N)	0	0	SS	0
SS	111	Ε	N2OTH ST / SENECA ST (N)	0	0	SS	0
SS	112	w	N 20TH ST / SENECA ST (S)	0	0	0	SS
SS	113	w	N 20TH ST / MIAMI ST	0	0	SS	SS
SS	113	E	N 20TH ST / MIAMI ST	0	0	SS	SS
SS	117	N	N 21 ST / SHAWNEE ST	SS	0	0	0
SS	119	N	N 22ND ST / OTTAWA ST	SS	0	0	0
SS	125	N	METROPOLITIAN AV / N 9TH ST	SS	0	0	0
SS	126	N	METROPOLITIAN AV / N 8TH ST	SS	0	0	0
SS	127	N	METRO AV / N BROADWAY ST	SS	0	0	0
TL	128	3E 1S	METRO AV / N 7TH ST	TL	TL	TL	TL
TL	128	2\$	METRO AV / N 7TH ST	TL	TL	TL	TL
TL	128	2N	METRO AV / N 7TH ST	TL	TL	TL	TL
TĹ	128	3W	METRO AV / N 7TH ST	TL	TL	TL	TL
SS	129	N	METRO AV / N 6TH ST	SS	0	0	0
SS	130	N	METRO AV N 5TH ST	SS	0	0	0
TL	131	3N	METRO AV / N 4TH ST	TL	TL	TL	TL
TL	131	3W	METRO AV / N 4TH ST	TL	TL	TL	TL
TL	131	35	METRO AV / N 4TH ST	TL	TL	TL	TL
TL	131	3E	METRO AV / N 4TH ST	TL	TL	TL	TL
SS	134	S	CHEYENNE CURV / DAKOTA ST	0	SS	0	0
SS	135	S	N 2ND ST / CHEYENNE ST	SS	SS	0	0
SS	135	N	N 2ND ST / CHEYENNE ST	SS	SS	0	0
SS	136	E	N 2ND ST / PAWNEE LN	0	0	SS	0
SS	137	w	N 2ND ST / DAKOTA ST	0	0	SS	SS
SS	137	E	N 2ND ST / DAKOTA ST	0	0	SS	SS
SS	138	w	N 3RD ST / DAKOTA ST	0	0	SS	SS
SS	138	Ε	N 3RD ST / DAKOTA ST	0	0	SS	SS
SS	139	E	N 3RD ST / PAWNEE ST	0	0	SS	0
SS	140	N	N 3RD ST / CHEYENNE ST	SS	0	0	0
SS	141	w	N 4TH ST / CHEYENNE ST	0	0	SS	SS
SS	142	W	N 4TH ST / PAWNEE ST	0	0	SS	SS

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	142	E	N 4TH ST / PAWNEE ST	0	0	SS	SS
SS	143	w	N 4TH ST / DAKOTA ST	0	0	0	SS
TL	144	3N 1E	N 4TH ST / JOHNSON ST	TL	TL	TL	0
TL	144	1E	N 4TH ST / JOHNSON ST	TL	TL	TL	0
TL	144	3S	N 4TH ST / JOHNSON ST	TL	TL	TL	0
SS	146	Е	N 5TH ST / DAKOTA ST	0	0	SS	0
SS	147	w	N 5TH ST / PAWNEE ST	0	0	SS	SS
SS	147	E	N 5TH ST / PAWNEE ST	0	0	SS	SS
SS	148	Е	N 5TH ST / CHEYENNE ST	0	0	SS	SS
SS	149	w	N 6TH ST / CHEYENNE ST	0	0	SS	SS
SS	149	E	N 6TH ST / CHEYENNE ST	0	0	SS	SS
SS	150	w	N 6TH ST / PAWNEE ST	0	0	SS	SS
SS	150	E	N 6TH ST / PAWNEE ST	0	0	SS	SS
SS	151	w	N 6TH ST / DAKOTA ST	0	0	SS	SS
SS	151	E	N 6TH ST / DAKOTA ST	0	0	SS	SS
SS	152	W	N 7TH ST / DAKOTA ST	0	0	SS	SS
SS	152	E	N 7TH ST / DAKOTA ST	0	0	SS	SS
SS	153	W	N 7TH ST / PAWNEE ST	0	0	SS	SS
SS	153	E	N 7TH ST / PAWNEE ST	0	0	SS	SS
SS	154	w	N 7TH ST / CHEYENNE ST	0	0	SS	SS
SS	154	E	N 7TH ST / CHEYENNE ST	0	0	SS	SS
SS	155	w	N BROADWAY ST / CHEYENNE ST	0	0	SS	SS
SS	155	E	N BROADWAY ST / CHEYENNE ST	0	0	SS	SS
SS	156	w	N BROADWAY ST / PAWNEE ST	0	0	SS	SS
SS	156	E	N BROADWAY ST / PAWNEE ST	0	0	SS	55
SS	157	w	N BROADWAY ST / DAKOTA ST	0	0	SS	SS
SS	157	E	N BROADWAY ST / DAKOTA ST	0	0	SS	SS
SS	158	S	N 8TH ST / DAKOTA ST	SS	SS	0	0
SS	158	N	N 8TH ST / DAKOTA ST	SS	SS	0	0
SS	159	w	N 8TH ST / PAWNEE ST	0	0	SS	SS
SS	159	E	N 8TH ST / PAWNEE ST	0	0	SS	SS
SS	160	w	N 8TH ST / CHEYENNE ST	0	0	SS	55
SS	160	E	N 8TH ST / CHEYENNE ST	0	0	SS	55
SS	161	w	N 9TH ST / CHEYENNE ST	0	0	SS	SS
SS	161	E	N 9TH ST / CHEYENNE ST	0	0	SS	SS
SS	162	w	N 9TH ST / PAWNEE ST	0	0	SS	SS
SS	162	E	N 9TH ST / PAWNEE ST	0	0	SS	SS
SS	163	w	N 9TH ST / DAKOTA ST	0	0	SS	_
SS	163	E	N 9TH ST / DAKOTA ST	0	0	SS	SS
SS	164	w	N 9TH ST / KIOWA ST	0	0	SS	177.7
SS	164	E	N 9TH ST / KIOWA ST	0	- /35/		SS
SS	165	S	N 9TH ST / KICKAPOO ST	0	O SS	SS 0	SS
SS	166	N	N 8TH ST / KICKAPOO ST	SS	SS		0
SS	166	S	N 8TH ST / KICKAPOO ST	SS	SS	0	0
SS	167	w	N 8TH ST / KIOWA ST	0	0	O SS	O SS

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#### 2019 Intersection Traffic Control Device Master Index Adopted by Ordinance No. xxxx

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	167	E	N 8TH ST / KIOWA ST	0	0	SS	SS
SS	168	w	N BROADWAY ST / KIOWA ST	0	0	SS	SS
SS	168	E	N BROADWAY ST / KIOWA ST	0	0	SS	SS
SS	169	W	N BROADWAY ST/KICKAPOO ST	0	0	SS	SS
SS	169	E	N BROADWAY ST/KICKAPOO ST	0	0	SS	SS
SS	170	w	N 7TH ST / KICKAPOO ST	0	0	SS	SS
SS	170	E	N 7TH ST / KICKAPOO ST	0	0	SS	SS
SS	171	w	N 7TH ST / KIOWA ST	0	0	SS	SS
SS	171	E	N 7TH ST / KIOWA ST	0	0	SS	SS
SS	172	w	N 6TH ST / KIOWA ST	0	0	SS	SS
SS	172	Ε	N 6TH ST / KIOWA ST	0	0	SS	SS
SS	173	w	N 6TH ST / KICKAPOO ST	0	0	SS	SS
SS	173	Ε	N 6TH ST / KICKAPOO ST	0	0	SS	SS
SS	174	w	N 5TH ST / KICKAPOO ST	0	0	SS	SS
SS	174	E	N 5TH ST / KICKAPOO ST	0	0	SS	SS
SS	175	w	N 5TH ST / KIOWA ST	0	0	SS	SS
SS	175	E	N 5TH ST / KIOWA ST	0	0	SS	SS
SS	176	w	N 4TH ST / KIOWA ST	0	0	SS	SS
SS	176	E	N 4TH ST / KIOWA ST	0	0	SS	SS
SS	177	w	N 4TH ST / KICKAPOO ST	0	0	SS	SS
SS	177	E	N 4TH ST / KICKAPOO ST	0	0	SS	SS
SS	178	W	N 3RD ST / KICKAPOO ST	0	0	SS	SS
SS	178	E	N 3RD ST / KICKAPOO ST	0	0	SS	SS
SS	179	w	N 3RD ST / KIOWA ST	0	0	SS	SS
SS	179	E	N 3RD ST / KIOWA ST	0	0	SS	SS
SS	180	E	N 2ND ST / KIOWA ST	0	0	SS	0
SS	181	w	N 2ND ST / KICKAPOO ST	0	0	SS	SS
SS	181	E	N 2ND ST / KICKAPOO ST	0	0	SS	SS
SS	183	w	N 3RD ST / MIAMI ST	0	0	SS	SS
SS	183	E	N 3RD ST / MIAMI ST	0	0	SS	SS
SS	185	E	N ESPLANDE ST/OTTAWA ST	0	0	SS	0
SS	189	E	N ESPLANDE ST / SENECA ST	0	0	SS	_
SS	190	w	N 2ND ST / SENECA ST	0	0	SS	O SS
SS	190	E	N 2ND ST / SENECA ST	0	0	SS	SS
SS	191	w	N 2ND ST / MIAMI ST	0	0		10,500
SS	191	E	N 2ND ST / MIAMI ST	0	0	SS	SS
SS	192	w	N 2ND ST / OSAGE ST			-	SS
SS	192	E	N 2ND ST / OSAGE ST	0	0	SS	SS
SS	193	W	N 2ND ST / POTTAWATOMIE ST	- 10 T	7.5	SS	SS
SS	193	E	N 2ND ST / POTTAWATOMIE ST	0	0	SS	SS
SS	194	W	N 2ND ST / OTTAWA ST	0	0	SS	SS
SS	194	E	N 2ND ST / OTTAWA ST	0	0	SS	SS
SS	195	E	N 3RD ST / OTTAWA ST	0	0	SS	SS
SS	195	W	N 3RD ST / OTTAWA ST	0	0	SS	SS
SS	196	w	N 3RD ST / POTTAWATOMIE ST	0	0	SS	SS

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	196	E	N 3RD ST / POTTAWATOMIE ST	0	0	SS	SS
SS	197	w	N 3RD ST / OSAGE ST	0	0	SS	SS
SS	197	E	N 3RD ST / OSAGE ST	0	0	SS	SS
SS	198	w	N 3RD ST / MIAMI ST	0	0	SS	SS
SS	198	E	N 3RD ST / MIAMI ST	0	0	SS	SS
SS	200	W	N 4TH ST / SENECA ST	0	0	SS	SS
SS	200	E	N 4TH ST / SENECA ST	0	0	SS	SS
SS	202	W	N 4TH ST / OSAGE ST	0	0	SS	SS
SS	202	E	N 4TH ST / OSAGE ST	0	0	SS	SS
SS	203	W	N 4TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	203	E	N 4TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	204	w	N 4TH ST / OTTAWA ST	0	0	SS	SS
SS	204	Е	N 4TH ST / OTTAWA ST	0	0	SS	SS
SS	205	w	N 5TH ST / OTTAWA ST	0	0	SS	SS
SS	205	E	N 5TH ST / OTTAWA ST	0	0	SS	SS
SS	206	w	N 5TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	206	E	N 5TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	207	w	N 5TH ST / OSAGE ST	0	0	SS	SS
SS	207	E	N 5TH ST / OSAGE ST	0	0	SS	SS
SS	208	w	N 5TH ST / MIAMI ST	0	0	0	SS
SS	209	w	N 5TH ST / SENECA ST	0	0	SS	SS
SS	209	E	N 5TH ST / SENECA ST	0	0	SS	SS
SS	210	S	N 6TH ST / SENECA ST	SS	SS	0	0
SS	210	N	N 6TH ST / SENECA ST	SS	SS	0	0
SS	211	w	N 6TH ST / MIAMI ST	0	0	0	SS
SS	212	E	N 6TH ST / OSAGE ST	0	0	SS	0
SS	213	w	N 6TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	213	E	N 6TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	214	S .	N 6TH ST / OTTAWA ST	SS	SS	0	0
SS	214	w	N 6TH ST / OTTAWA ST	SS	SS	0	0
TL	215	1W	N 7TH ST / OTTAWA ST	TL	TL	TL	TL
TL	215	2N 1E	N 7TH ST / OTTAWA ST	TL	TL	TL	TL
TL	215	1E	N 7TH ST / OTTAWA ST	TL	TL	TL	TL
TL	215	1W 1S	N 7TH ST / OTTAWA ST	TL	TL	TL	TL
SS	216	w	N 7TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	216	E	N 7TH ST / POTTAWATOMIE ST	0	0	SS	SS
SS	217	E	N 7TH ST / OSAGE ST	0	0	SS	0
SS	218	w	N 7TH ST / MIAMI ST	0	0	0	
SS	219	w	N 7TH ST / SENECA ST	0	0	SS	SS
SS	219	E	N 7TH ST / SENECA ST	0	0	SS	SS
TL	220	1N 1W	S 7TH ST / SHAWNEE ST	TL	TL	TL	
TL	220	1N 1E	S 7TH ST / SHAWNEE ST	TL	TL	TL	TL TL
TL	220	1S 1E	S 7TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	220	15 1W	S 7TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	221	1W	S BROADWAY ST / SHAWNEE ST	TL	TL	TL	TL

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Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
TL	221	1N	S BROADWAY ST / SHAWNEE ST	TL	TL	TL	TL
TL	221	1E	S BROADWAY ST / SHAWNEE ST	TL	TL	TL	TL
TL	221	15	S BROADWAY ST / SHAWNEE ST	TL	TL	TL	TL
SS	222	W	N BROADWAY ST / SENECA ST	0	0	SS	SS
SS	222	E	N BROADWAY ST / SENECA ST	0	0	SS	SS
SS	223	W	N BROADWAY ST / MIAMI ST	0	0	SS	SS
SS	223	E	N BROADWAY ST / MIAMI ST	0	0	SS	SS
SS	224	w	N BROADWAY ST / OSAGE ST	0	0	SS	SS
SS	224	E	N BROADWAY ST / OSAGE ST	0	0	SS	SS
SS	225	W	N BRDWAY / POTTAWATOMIE ST	0	0	SS	SS
SS	225	E	N BRDWAY / POTTAWATOMIE ST	0	0	SS	SS
SS	226	w	N BROADWAY ST / OTTAWA ST	0	0	SS	S
SS	226	W	N BROADWAY ST / OTTAWA ST	0	0	SS	SS
SS	227	S	N 8TH ST / OTTAWA ST	SS	SS	0	0
SS	227	w	N 8TH ST / OTTAWA ST	SS	SS	0	0
SS	228	S	N 8TH ST / POTTAWATOMIE ST	SS	SS	0	0
SS	228	w	N 8TH ST / POTTAWATOMIE ST	SS	SS	0	0
SS	229	5	N 8TH ST / OSAGE ST	SS	SS	0	0
SS	229	N	N 8TH ST / OSAGE ST	SS	SS	0	0
SS	230	S	N 8TH ST / MIAMI ST	SS	SS	0	0
SS	230	N	N 8TH ST / MIAMI ST	SS	SS	0	0
TL	232	1N 1W	S 6TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	232	1N 1E	S 6TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	232	1S 1W	S 6TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	232	1S 1E	S 6TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	233	1N 1W	S 5TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	233	1N 1E	S 5TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	233	1S 1W	S 5TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	233	1S 1E	S 5TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	234	1N 1W	S 4TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	234	1N 1E	S 4TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	234	1S 1 E	S 4TH ST / SHAWNEE ST	TL	TL	TL	TL
TL	234	1S 1W	S 4TH ST / SHAWNEE ST	TL	TL	TL	TL
SS	235	w	S 3RD ST / SHAWNEE ST	0	0	SS	SS
SS	235	Е	S 3RD ST / SHAWNEE ST	0	0	SS	SS
SS	236	W	S 2ND ST / SHAWNEE ST	0	0	SS	SS
SS	236	E	S 2ND ST / SHAWNEE ST	0	0	SS	SS
SS	237	E	S ESPLANDE ST / SHAWNEE ST	0	0	SS	0
SS	238	E	S ESPLANDE ST / DELAWARE ST	0	0	SS	0
SS	239	S	S 2ND ST / DELAWARE ST	SS	SS	SS	0
SS	239	N	S 2ND ST / DELAWARE ST	SS	SS	SS	0
SS	239	Е	S 2ND ST / DELAWARE ST	SS	SS	SS	0
SS	240	S	S 3RD ST / DELAWARE ST	SS	SS	0	0
SS	240	N	S 3RD ST / DELAWARE ST	SS	SS	0	0
TL	241	1N 1W	S 4TH ST / DELAWARE ST	TL	TL	TL	TL

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	ЕВ	WB
TL	241	1N 1E	S 4TH ST / DELAWARE ST	TL	TL	TL	TL
TL	241	1S 1E	S 4TH ST / DELAWARE ST	TL	TL	TL	TL
TL	241	15 1W	S 4TH ST / DELAWARE ST	TL	TL	TL	TL
TL	242	1N 1W	S 5TH ST / DELAWARE ST	TL	TL	TL	TL
TL	242	1N 1E	S 5TH ST / DELAWARE ST	TL	TL	TL	TL
TL	242	1S 1E	S 5TH ST / DELAWARE ST	TL	TL	TL	TL
TL	242	15 1W	S 5TH ST / DELAWARE ST	TL	TL	TL	TL
SS	243	S	N 6TH ST / DELAWARE ST	SS	SS	SS	0
SS	243	N	N 6TH ST / DELAWARE ST	SS	SS	SS	0
SS	243	E	N 6TH ST / DELAWARE ST	SS	SS	SS	0
TL	244	1N 1W	S 7TH ST / DELAWARE ST	TL	TL	TL	TL
TL	244	1N 1E	S 7TH ST / DELAWARE ST	TL	TL	TL	TL
TL	244	1S 1E	S 7TH ST / DELAWARE ST	TL	TL	TL	TL
TL	244	15 1W	S 7TH ST / DELAWARE ST	TL	TL	TL	TL
SS	245	w	S BROADWAY ST / DELAWARE ST	0	0	SS	SS
SS	245	E	S BROADWAY ST / DELAWARE ST	0	0	SS	SS
TL	246	w	S BROADWAY ST / CHEROKEE ST	TL	TL	TL	TL
TL	246	N	S BROADWAY ST / CHEROKEE ST	TL	TL	TL	TL
TL	246	E	S BROADWAY ST / CHEROKEE ST	TL	TL	TL	TL
TL	246	S	S BROADWAY ST / CHEROKEE ST	TL	TL	TL	TL
TL	247	1N 1W	S 7TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	247	1N 1E	S 7TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	247	1S 1E	S 7TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	247	1S 1W	S 7TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	248	W	S 6TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	248	N	S 6TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	248	E	S 6TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	248	S	S 6TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	249	1N 1W	S 5TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	249	1N 1E	S 5TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	249	1S 1E	S STH ST / CHEROKEE ST	TL	TL	TL	TL
TL	249	1S 1W	S 5TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	250	1N 1W	S 4TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	250	1N 1E	S 4TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	250	1S 1E	S 4TH ST / CHEROKEE ST	TL	TL	TL	TL
TL	250	1S 1W	S 4TH ST / CHEROKEE ST	TL	TL	TL	TL
SS	251	S	S 3RD ST / CHEROKEE ST	SS	SS	SS	SS
SS	251	W	S 3RD ST / CHEROKEE ST	SS	SS	SS	SS
SS	251	N	S 3RD ST / CHEROKEE ST	SS	SS	SS	SS
SS	251	E	S 3RD ST / CHEROKEE ST	SS	SS	SS	SS
SS	252	s	S 2ND ST / CHEROKEE ST	SS	SS	SS	SS
SS	252	W	S 2ND ST / CHEROKEE ST	SS	SS	SS	SS
SS	252	N	S 2ND ST / CHEROKEE ST	SS	SS	SS	SS
SS	252	E	S 2ND ST / CHEROKEE ST	SS	SS	SS	SS
SS	253	W	S ESPLANDE ST / CHEROKEE ST	0	0	SS	SS

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raffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WE
SS	253	E	S ESPLANDE ST / CHEROKEE ST	0	0	SS	SS
SS	254	E	S ESPLANDE ST / CHOCTAW ST	0	0	SS	0
SS	255	S	S 2ND ST / CHOCTAW ST	SS	SS	SS	SS
SS	255	w	S 2ND ST / CHOCTAW ST	SS	SS	SS	SS
SS	255	N	S 2ND ST / CHOCTAW ST	SS	SS	SS	SS
SS	255	E	S 2ND ST / CHOCTAW ST	SS	SS	SS	S
SS	256	w	S 3RD ST / CHOCTAW ST	0	0	SS	S
SS	256	E	S 3RD ST / CHOCTAW ST	0	0	SS	S
SS	257	w	S 4TH ST / CHOCTAW ST	0	0	SS	S
SS	257	E	S 4TH ST / CHOCTAW ST	0	0	SS	S
SS	258	w	S 5TH ST / CHOCTAW ST	0	0	0	S
SS	260	S	S 21ST ST / HIGH ST	SS	SS	0	0
SS	260	N	S 21ST ST / HIGH ST	SS	SS	0	0
SS	261	w	S 21ST ST / CHOCTAW ST	0	0	0	S
SS	262	W	S 20TH ST / CHEROKEE ST	0	0	0	55
SS	263	E	S 20TH ST / CHOCTAW ST	0	0	SS	0
SS	264	E	S 20TH ST / HIGH ST	0	0	SS	0
SS	265	w	S 20TH ST / HIGH DR	0	0	0	55
SS	266	E	S 20TH ST / MARJORIE CIR (N)	0	0	SS	0
SS	267	EB	S 20TH ST	0	0	SS	0
SS	268	S	HIGH DR / HIGH CT	0	SS	0	0
SS	269	ŵ	S 19TH ST / HIGH ST	0	0	SS	SS
SS	269	E	S 19TH ST / HIGH ST	0	0	SS	SS
TL	271	2W	S 20TH ST / SPRUCE ST	TL	TL	TL	TI
TL	271	3N	S 20TH ST / SPRUCE ST	TL	TL	TL	TI
TL	271	2E	S 20TH ST / SPRUCE ST	TL	TL	TL	_
TL	271	35	S 20TH ST / SPRUCE ST	TL	TL	TL	TL
SS	272	5	S 19TH ST / SPRUCE ST	0	SS	0	TL
SS	273	w	S 19TH ST / OLIVE ST	0	0	0	0
SS	274	S	S 18TH ST / SPRUCE ST	0	SS	0	SS
SS	275	E	S 18TH ST / OLIVE ST	0	0	-	0
SS	276	w	S 18TH ST / HIGH ST	0	0	SS	0
SS	276	E	S 18TH ST / HIGH ST	0	0	SS	SS
SS	280	w	S. 18TH ST / SHERMAN AVE	0	0	SS 0	SS
SS	281	S	S 18TH ST CHEROKEE ST		-	1000	SS
SS	281	N	S 18TH ST CHEROKEE ST	SS	SS	0	0
SS	282	S	TOPEKA AVE / CHEROKEE ST	SS	SS	0	0
SS	283	S	S 17TH ST / CHEROKEE ST	0	SS	0	0
SS	284	S	The state of the s	0	SS	0	_ 0
SS	285	w	LEAVENWORTH ST / CHEROKEE ST S 16TH ST / DELAWARE ST	0	SS	0	0
SS	286	S		0	0	0	SS
SS	286	N	S 16TH ST / CHEROKEE ST	SS	SS	0	0
SS	289	S	S 16TH ST / CHEROKEE ST	SS	SS	0	0
SS	289	N	S 15TH ST / CHEROKEE ST S 15TH ST / CHEROKEE ST	SS	SS	0	0
	202	18	I J J J I I J J J CHEKUKEE SI	SS	SS	0	0

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	5B	EB	WB
SS	290	N	S 15TH ST / DELAWARE ST	SS	SS	0	0
SS	291	w	S 14TH ST / DELAWARE ST	0	0	SS	SS
SS	291	E	S 14TH ST / DELAWARE ST	0	0	SS	SS
SS	292	S	S 14TH ST / CHEROKEE ST	SS	SS	0	0
SS	292	N	S 14TH ST / CHEROKEE ST	SS	SS	0	0
SS	293	S	S 13TH ST / CHEROKEE ST	0	SS	0	0
SS	294	W	S 13TH ST / DELAWARE ST	0	0	SS	SS
SS	294	E	S 13TH ST / DELAWARE ST	0	0	SS	SS
SS	295	W	S 12TH ST / DELAWARE ST	0	0	SS	SS
SS	295	E	S 12TH ST / DELAWARE ST	0	0	SS	SS
SS	296	S	S 12TH ST / CHEROKEE ST	0	SS	0	0
SS	297	Е	S 11TH ST / DELAWARE ST	0	0	SS	0
SS	298	S	S 11TH ST / CHEROKEE ST	SS	SS	0	0
SS	298	N	S 11TH ST / CHEROKEE ST	SS	SS	0	0
SS	301	EB	TERRACE RD / SHERMAN AVE	0	0	SS	0
SS	303	N	S 15TH ST / SANDERS ST	SS	0	0	0
SS	304	S	S 15TH ST / HIGH ST	0	SS	0	0
Y	305	S	S 13TH ST / HIGH ST	0	Y	0	0
SS	307	S	TERRACE RD / HIGH ST	SS	SS	0	0
SS	307	N	TERRACE RD / HIGH ST	SS	SS	0	0
SS	308	N	S 17TH TERR / SPRUCE ST	SS	0	0	0
SS	309	N	S 17TH ST / SPRUCE ST	SS	0	0	0
SS	310	S	S 16TH ST / SPRUCE ST	0	SS	0	0
SS	311	N	SPRUCE ST / S 15TH ST (W)	SS	0	0	0
SS	313	S	S 14TH ST / SPRUCE ST	SS	SS	0	0
SS	313	N	S 14TH ST / SPRUCE ST	SS	SS	0	0
SS	314	N	S 14TH ST / OLIVE ST	SS	0	0	0
SS	315	S	TERRACE RD / SPRUCE ST	0	SS	0	0
SS	316	W	TERRACE RD / OLIVE ST	0	0	SS	SS
SS	316	E	TERRACE RD / OLIVE ST	0	0	SS	SS
SS	317	S	NEWMAN ST / SPRUCE ST	0	SS	0	0
SS	318	S	NEWMAN ST / OLIVE ST	SS	SS	0	0
SS	318	N	NEWMAN ST / OLIVE ST	SS	SS	0	0
SS	319	N	NEWMAN ST / HIGH ST	SS	0	0	0
SS	320	2W	SPRUCE ST / GRAND AVE	TL	TL	TL	TL
SS	320	2E	SPRUCE ST / GRAND AVE	TL	TL	TL	TL
Υ	321	w	S 10TH ST ON RAMP / SPRUCE ST	0	0	0	Y
SS	323	w	S 10TH ST / OLIVE ST	0	0	SS	SS
SS	323	E	S 10TH ST / OLIVE ST	0	0	SS	SS
SS	325	w	GRAND AVE / OLIVE ST	0	0	SS	SS
SS	325	E	GRAND AVE / OLIVE ST	. 0	0	SS	SS
SS	327	E	GRAND AVE / HIGH ST	0	0	SS	0
SS	328	w	GRAND AVE / CHESTNUT ST	0	0	0	SS
SS	329	EB	S 10TH ST / CHESTNUT	0	0	SS	0
TL	330	2W 1N	SPRUCE ST / 10TH AVE	TL	TL	TL	TL

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raffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WE
TL	330	2N	SPRUCE ST / 10TH AVE	TL	TL	TL	TL
TL	330	2E	SPRUCE ST / 10TH AVE	TL	TL	TL	TL
TL	330	25	SPRUCE ST / 10TH AVE	TL	TL	TL	TL
SS	331	Ε	GRAND AVE / SANDERS ST	0	0	SS	0
SS	332	W	GRAND ST / WALNUT ST	0	0	0	SS
SS	333	w	S 10TH ST / WALNUT ST	0	0	SS	SS
SS	333	E	S 10TH ST / WALNUT ST	0	0	SS	SS
SS	334	SW	S 10TH ST / SHERMAN AVE	0	0	SS	SS
SS	334	NE	S 10TH ST / SHERMAN AVE	0	0	SS	SS
SS	335	W	GRAND AV / SHERMAN AV (S)	0	0	0	SS
SS	336	Ε	GRAND AV / SHERMAN AV (N)	0	0	SS	0
SS	338	N	GRAND ST / CHEROKEE ST	SS	0	0	0
SS	339	w	S 10TH ST / CHEROKEE ST	0	0	SS	SS
SS	339	E	S 10TH ST / CHEROKEE ST	0	0	SS	SS
SS	340	w	S 10TH ST / DELAWARE ST	0	0	0	SS
SS	342	S	S 9TH ST / CHEROKEE ST	SS	SS	0	0
SS	342	N	S 9TH ST / CHEROKEE ST	SS	SS	0	0
SS	343	S	RYAN ST / CHEROKEE ST	0	SS	0	0
SS	345	S	CHEROKEE ST / CHEROKEE ST	0	SS	0	0
SS	346	N	LAWRENCE AVE / CHEROKEE ST	SS	0	0	0
SS	347	S	CHEROKEE ST / SHERMAN AV	0	SS	0	0
SS	348	S	S 9TH ST / SHERMAN AV (E)	0	SS	0	0
SS	349	N	S 9TH ST / SHERMAN AV (W)	SS	0	0	0
SS	350	W	LAWRENCE AV / CHOCTAW ST	0	0	0	SS
SS	351	E	LAWRENCE AVE / CHOCTAW ST	0	0	SS	0
SS	352	w	S 9TH ST / WALNUT ST	0	0	SS	
SS	352	E	S 9TH ST / WALNUT ST	0	0	SS	SS
SS	353	w	S 9TH ST / CHESTNUT ST	0	0	55	SS
SS	353	E	S 9TH ST / CHESTNUT ST	0	0	SS	SS
SS	354	E	LAWRENCE AVE / CHESTNUT ST	0	0	SS	
SS	356	<u> </u>	S 9TH ST / OLIVE ST	SS	-		0
SS	356	N	S 9TH ST / OLIVE ST		SS	0	0
SS	356	E	S 9TH ST / OLIVE ST	SS	SS	0	0
Y	357	E	10TH AVE ON RAMP / SPRUCE ST	0	SS O	0 Y	0
SS	358	5	SPRUCE ST / S 9TH ST				0
SS	359	s	SPRUCE ST / LAWRENCE AVE	0	SS	0	_ 0
SS	360	N				0	0
SS	361	S	SPRUCE ST / CENTRAL AVE	SS	0	0	0
SS	362	N N	RAILROAD AV / SPRUCE ST	0	SS	0	0
SS	363	S	SPRUCE ST / SOLUMARIA AND	SS	0	0	0
SS	363	N N	SPRUCE ST / COLUMBIA AVE	SS	SS	0	0
TL	364	1N 1W	SPRUCE ST / COLUMBIA AVE	SS	SS	0	0
TL	364	1N 1W	SPRUCE ST / S BROADWAY ST	TL TL	TL	TL	TL
TL	364	1N 1E	SPRUCE ST / S BROADWAY ST	TL	TL	TL	TL
TL	364	15 1W	SPRUCE ST / S BROADWAY ST SPRUCE ST / S BROADWAY ST	TL TL	TL	TL	TL

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	365	N	6TH AVE / SPRUCE ST (E)	SS	0	0	0
SS	366	S	6TH AVE / SPRUCE ST (W)	0	SS	0	0
SS	367	N	W 7TH ST / SPRUCE (E)	SS	0	0	0
SS	368	S	W 7TH ST / SPRUCE (W)	0	SS	0	0
TL	369	1N	SPRUCE ST / S 7TH ST (W)	TL	TL	TL	TL
TL	369	1N	SPRUCE ST / S 7TH ST (W)	TL	TL	TL	TL
TL	369	1N	SPRUCE ST / S 7TH ST (W)	TL	TL	TL	TL
TL	369	2W	SPRUCE ST / S 7TH ST (W)	TL	TL	TL	TL
TL	369	1W	SPRUCE ST / S 7TH ST (W)	TL	TL	TL	TL
TL	369	15	SPRUCE ST / S 7TH ST (W)	TL	TL	TL	TL
SS	371	w	S BROADWAY ST / OLIVE ST	0	0	0	SS
SS	372	S	6TH AVE / OLIVE ST	SS	SS	0	0
SS	372	N	6TH AVE / OLIVE ST	SS	SS	0	0
SS	373	E	W 7TH ST / OLIVE ST (N)	0	0	SS	0
SS	374	w	W 7TH ST / OLIVE ST (S)	0	0	0	SS
SS	376	N	S 7TH ST / OLIVE ST	SS	0	0	0
SS	376	N	S 7TH ST / OLIVE ST	SS	0	0	0
SS	376	N	S 7TH ST / OLIVE ST	SS	0	0	0
SS	377	W	S BROADWAY ST / CHESTNUT ST	0	0	0	SS
SS	378	S	6TH AVE / CHEST NUT ST	SS	SS	0	0
SS	378	N	6TH AVE / CHEST NUT ST	SS	SS	0	0
SS	379	E	W 7TH ST / CHESTNUT ST (N)	0	0	SS	0
SS	380	W	W 7TH ST / CHESTNUT ST (S)	0	0	0	SS
SS	381	W	S 7TH ST CHESTNUT ST	0	0	SS	SS
SS	381	E	S 7TH ST CHESTNUT ST	0	0	SS	SS
SS	382	W	S 7TH ST / WALNUT ST	0	0	SS	SS
SS	382	E	S 7TH ST / WALNUT ST	0	0	SS	SS
SS	383	w	W 7TH ST / WALNUT ST (S)	0	0	0	SS
SS	384	E	W 7TH ST / WALNUT ST (N)	0	0	SS	0
SS	385	S	6TH AVE / WALNUT ST	SS	SS	0	0
SS	385	N	6TH AVE / WALNUT ST	SS	SS	0	0
SS	386	W	S BROAD WAY ST / WALNUT ST	0	0	0	SS
SS	387	W	S BROADWAY ST / OAK ST	0	0	0	SS
SS	388	N	6TH AVE / OAK ST	SS	0	0	0
SS	389	Ε	W 7TH ST / OAK ST (N)	0	0	SS	0
SS	390	W	W 7TH ST / OAK ST (S)	0	0	0	SS
SS	391	w	S 7TH ST OAK ST	0	0	SS	SS
SS	391	E	S 7TH ST OAK ST	0	0	SS	SS
SS	393	EB	S 7TH ST / SHORT ST	0	0	SS	0
SS	395	EB	S 6TH ST / SHORT ST	0	0	SS	0
SS	396	w	S 6TH ST / OAK ST	0	0	SS	SS
SS	396	E	S 6TH ST / OAK ST	0	0	SS	SS
SS	397	E	S 5TH ST / OAK ST	0	0	SS	0
SS	398	w	S 6TH ST / WALNUT ST	0	0	SS	SS
SS	398	E	S 6TH ST / WALNUT ST	0	0	SS	SS

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Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	399	w	S 5TH ST / WALNUT ST	0	0	SS	SS
SS	399	E	S 5TH ST / WALNUT ST	0	0	SS	SS
SS	400	W	S 4TH ST / WALNUT ST	0	0	SS	SS
SS	400	Ę	S 4TH ST / WALNUT ST	0	0	SS	SS
SS	401	E	S 2ND ST / CHESTNUT ST	0	0	SS	0
SS	402	W	S 3RD ST / CHEST NUT ST	0	0	SS	SS
SS	402	E	S 3RD ST / CHEST NUT ST	0	0	SS	SS
SS	403	E	S 3RD ST / MARKET ST	0	0	SS	0
SS	404	E	S 3RD ST / WALNUT ST	0	0	SS	0
SS	405	w	S 4TH ST / MARKET ST	0	0	0	SS
SS	406	w	S 4TH ST / CHESTNUT ST	0	0	0	SS
SS	407	w	S 5TH ST / CHESTNUT ST	0	0	SS	SS
SS	407	E	S 5TH ST / CHESTNUT ST	0	0	SS	SS
SS	408	w	S 6TH ST / CHESTNUT ST	0	0	SS	SS
SS	408	E	S 6TH ST / CHESTNUT ST	0	0	SS	SS
SS	409	w	S 6TH ST / OLIVE ST	0	0	SS	SS
SS	409	E	S 6TH ST / OLIVE ST	0	0	SS	SS
SS	410	w	S 5TH ST / OLIVE ST	0	0	SS	SS
SS	410	Е	S 5TH ST / OLIVE ST	0	0	SS	SS
SS	411	w	S 4TH ST / OLIVE ST	0	0	SS	SS
SS	411	E	S 4TH ST / OLIVE ST	0	0	SS	SS
SS	412	w	S 3RD ST / OLIVE ST	0	0	SS	SS
SS	412	E	S 3RD ST / OLIVE ST	0	0	SS	SS
SS	413	w	S 2ND ST / OLIVE ST	0	0	SS	55
SS	413	E	S 2ND ST / OLIVE ST	0	0	SS	SS
SS	416	S	SPRUCE ST / S 2ND ST	SS	SS	SS	SS
SS	416	w	SPRUCE ST / S 2ND ST	SS	SS	SS	SS
SS	416	N	SPRUCE ST / S 2ND ST	SS	SS	SS	SS
SS	416	E	SPRUCE ST / S 2ND ST	SS	SS	SS	SS
SS	417	S	SPRUCE ST / S 3RD ST	SS	SS	SS	SS
SS	417	w	SPRUCE ST / S 3RD ST	SS	SS	SS	SS
SS	417	N	SPRUCE ST / S 3RD ST	SS	SS	SS	SS
SS	417	E	SPRUCE ST / S 3RD ST	SS	SS	SS	SS
TL	418	2W	SPRUCE ST / S 4TH ST	TL	TL	TL	TL
TL	418	3N	SPRUCE ST / S 4TH ST	TL	TL	TL	TL
TL	418	2E	SPRUCE ST / S 4TH ST	TL	TL .	TL	TL
TL	418	35	SPRUCE ST / S 4TH ST	TL	TL	TL	TL
TL	419	2W	SPRUCE ST / S 5TH ST	TL	TL	TL	TL
TL	419	2N	SPRUCE ST / S 5TH ST	TL	TL	TL	TL
TL	419	2E	SPRUCE ST / S 5TH ST	TL	TL	TL	TL
TL	419	25	SPRUCE ST / S 5TH ST	TL	TL	TL	TL
SS	420	2E	SPRUCE ST / 3RD AVE	TL	0	TL	TL
SS	421	S	SPRUCE ST / S 6TH ST	0	SS	0	0
SS	422	N	SPRUCE ST / 4TH AVE	SS	0	0	0
SS	423		S 22ND ST / SPRUCE ST	SS	0	0	0

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	w
SS	424	N	S 21ST ST / SPRUCE ST	SS	0	0	0
SS	430	W	S 20TH ST / EDGEWOOD DR	0	0	0	SS
SS	433	W	S 20TH ST / WOODRIDGE DR	0	0	0	SS
SS	436	w	S 20TH ST / LECOMPTON RD	0	0	SS	55
SS	436	E	S 20TH ST / LECOMPTON RD	0	0	SS	55
SS	437	N	S 18TH ST / LECOMPTON RD	SS	0	0	0
SS	438	S	WESTERN ST / OHIO ST	0	SS	0	0
SS	439	S	S 15TH ST / OHIO ST	0	SS	0	0
SS	441	W	S 15TH ST / KANSAS ST (N)	0	0	0	SS
SS	442	E	S 15TH ST / KANSAS ST (S)	0	0	SS	0
SS	443	N	WESTERN ST / KANSAS ST	SS	0	0	0
SS	444	N	S 16TH ST / KANSAS ST (E)	SS	0	0	0
SS	445	w	S 16TH ST / KANSAS ST (W)	0	0	0	S
SS	448	N	S 15TH ST / QUINCY ST	SS	0	0	0
SS	449	N	PATTERSON ST / QUINCY ST	SS	0	0	
SS	450	S	S 14TH ST / QUINCY ST	0	SS	0	
SS	451	S	MADISON ST / QUINCY ST	0	SS	0	
SS	452	S	WASHINGTON ST / QUINCY ST	SS	SS	_	(
SS	452	w	WASHINGTON ST / QUINCY ST	SS	SS	SS	S
SS	452	N	WASHINGTON ST / QUINCY ST	SS	SS	55	S
SS	452	E	WASHINGTON ST / QUINCY ST	SS	55	55	S
SS	453	N	WESTWOOD DR / OHIO ST			SS	S
SS	454	N	STONELEIGH CT / OHIO ST (W)	SS	0	0	(
SS	455	N N	STONELEIGH CT / OHIO ST (W)	SS	0	0	(
SS	456	S	WASHINGTON ST / OHIO ST	SS	0	0	(
SS	457	N	JACKSON ST / OHIO ST		SS	0	(
SS	458	N N	FRANKLIN ST / OHIO ST (W)	SS	0	0	(
SS	459	S	FRANKLIN ST / OHIO ST (E)	SS	0	0	_ (
SS	460	N N		0	SS	0	(
SS	461	N N	NEWMAN ST OHIO ST KLEMP ST / OHIO ST	SS	0	0	(
SS	462	5		SS	0	0	(
SS	462	N N	GRAND AVE / OHIO ST	SS	SS	0	C
SS	463	N	GRAND AVE / OHIO ST	SS	SS	0	_ (
SS	464	S	S 11TH ST / OHIO ST	SS	0	0	
SS	465	s	KINGMAN ST / OHIO ST	0	SS	0	C
SS	466	S	FRANKLIN ST / KANSAS ST	0	0	0	S
SS	467	s	NEWMAN ST / KANSAS ST	0	SS	0	
SS	467	5 N	KLEMP ST / KANSAS ST	SS	SS	0	0
SS	467		KLEMP ST / KANSAS ST	SS	SS	0	0
SS	10.000	<u>w</u>	GRAND AVE / KANSAS ST	0	0	SS	S
	469	E	GRAND AVE / KANSAS ST	0	0	SS	S
SS SS	470	S	KINGMAN ST / KANSAS ST	SS	SS	0	0
	470	N	KINGMAN ST / KANSAS ST	SS	SS	0	0
SS SS	471	S	JACKSON ST / QUINCY ST	0	SS	0	0
SS	472 472	w	FRANKLIN ST / QUINCY ST	0	0	SS	SS

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raffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WE
SS	473	N	NEWMAN ST / QUINCY ST	SS	0	0	0
SS	474	N	KLEMP ST / QUINCY ST	SS	0	0	0
SS	475	w	GRAND AVE / QUINCY ST	0	0	SS	SS
SS	475	E	GRAND AVE / QUINCY ST	0	0	SS	SS
SS	477	E	10TH AVE / OHIO ST	0	0	SS	0
SS	478	w	10TH AVE / KANSAS ST	0	0	SS	SS
SS	478	E	10TH AVE / KANSAS ST	0	0	SS	SS
SS	479	E	10TH AVE / QUINCY ST	0	0	SS	0
SS	480	Е	10TH AVE / IRONMOULDERS ST	0	0	SS	0
SS	481	w	GRAND AVE / IRONMOULDERS ST	0	0	SS	SS
SS	481	E	GRAND AVE / IRONMOULDERS ST	0	0	SS	SS
SS	482	S	KLEMP ST / IRONMOULDERS ST	0	SS	0	0
SS	483	w	FRANKLIN ST / IRONMOULDERS ST	0	0	0	SS
SS	484	w	WASHINGTON ST / RANDOLPH ST	0	0	0	SS
SS	485	S	JACKSON ST / RANDOLPH ST	SS	SS	0	0
SS	485	N	JACKSON ST / RANDOLPH ST	SS	SS	0	0
SS	486	w	FRANKLIN ST / RANDOLPH ST	0	0	SS	SS
SS	486	E	FRANKLIN ST / RANDOLPH ST	0	0	SS	SS
SS	487	S	KLEMP ST / RANDOLPH ST	SS	SS	0	0
SS	487	N	KLEMP ST / RANDOLPH ST	SS	SS	0	0
SS	488	W	GRAND AVE / RANDOLPH ST	0	0	SS	SS
SS	488	Ε	GRAND AVE / RANDOLPH ST	0	0	SS	SS
SS	489	E	10TH AVE / RANDOLPH ST	0	0	SS	0
SS	490	E	10TH AVE / KENTON ST	0	0	SS	0
SS	492	w	GRAND AVE / KENTON ST	0	0	SS	SS
SS	492	E	GRAND AVE / KENTON ST	0	0	SS	SS
SS	493	W	KLEMP ST / KENTON ST	0	0	SS	SS
SS	493	E	KLEMP ST / KENTON ST	0	0	SS	SS
SS	494	w	FRANKLIN ST / KENTON ST	0	0	0	SS
SS	496	N	SPRUCE ST / KLEMP ST	SS	0	0	0
SS	497	N	FRANKLIN ST / SPRUCE ST	SS	0	0	0
SS	498	N	JACKSON ST / SPRUCE ST	SS	0	0	0
SS	499	N	WASHINGTON ST / SPRUCE ST	SS	0	0	0
SS	500	N	MADISON ST / SPRUCE ST	SS	0	0	0
SS	505	WB	CENTRAL AVE / RANDOLPH ST	0	0	0	_
SS	506	EB	9TH AVE	0	0	SS	SS 0
SS	507	w	9TH AVE / FRANK ST	0	0	0	SS
SS	508	- W	COLUMBIA AVE / FRANK ST	0	0	SS	55
SS	508	E	COLUMBIA AVE / FRANK ST	0	0	SS	SS
SS	509	w	S BROADWAY ST / FRANK ST	0	0	SS	SS
SS	509	E	S BROADWAY ST / FRANK ST	0	0		_
SS	510	w	6TH AVE / FRANK ST	0	0	SS	SS
SS	510	E	6TH AVE / FRANK ST	0	0	SS	SS
SS	511	E	W 7TH ST / FRANK ST	0	0	SS	SS 0
SS	512	w	W 7TH ST / CONGRESS ST	0	0	0	SS

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	513	W	5TH AVE / CONGRESS ST	0	0	SS	SS
SS	513	E	5TH AVE / CONGRESS ST	0	0	SS	SS
SS	514	W	4TH AVE / CONGRESS ST	0	0	SS	SS
SS	514	E	4TH AVE / CONGRESS ST	0	0	SS	SS
SS	516	WB	CENTRAL AVE / CHARLES ST	0	0	SS	SS
SS	516	EB	CENTRAL AVE / CHARLES ST	0	0	SS	SS
SS	517	WB	9TH AVE / CHARLES ST	0	0	SS	SS
SS	517	EB	0517	0	0	SS	SS
SS	518	EB	COLUMBIA AVE / CHARLES ST	0	0	SS	0
SS	519	WB	COLUMBIA AVE / MARSHALL ST	0	0	0	SS
SS	520	WB	S BROADWAY ST / MARSHALL ST	0	0	SS	SS
SS	520	EB	S BROADWAY ST / MARSHALL ST	0	0	SS	SS
SS	521	S	6TH AVE / MARSHALL ST	0	SS	0	0
SS	522	S	W 7TH ST / MARSHALL ST	0	SS	0	0
SS	523	W	5TH AVE / MARSHALL ST	0	0	SS	SS
SS	523	Ε	5TH AVE / MARSHALL ST	0	0	SS	SS
SS	524	w	5TH AVE / MIDDLE ST	0	0	0	SS
SS	525	E	5TH AVE SCOTT ST	0	0	SS	0
SS	526	W	6TH AVE / SCOTT ST	0	0	0	SS
SS	527	E	6TH AVE JAMES ST	0	0	SS	0
SS	528	w	S BROADWAY ST / JAMES ST	0	0	SS	SS
SS	528	E	S BROADWAY ST / JAMES ST	0	0	SS	SS
SS	529	w	COLUMBIA AVE / JAMES ST	0	0	SS	
SS	529	E	COLUMBIA AVE / JAMES ST	0	0	SS	SS
SS	530	w	9TH AVE / JAMES ST	0	0	SS	SS
SS	530	E	9TH AVE / JAMES ST	0	0	SS	SS
SS	531	w	CENTRAL AVE / JAMES ST	0	0	SS	SS
SS	531	E	CENTRAL AVE / JAMES ST	0	0	SS	SS
SS	532	w	LAWRENCE AVE / QUINCY ST	0	0	0.000	SS
SS	532	E	LAWRENCE AVE / QUINCY ST	0	0	SS	SS
SS	533	S	LAWRENCE AVE / KANSAS ST	SS	SS	SS	SS
SS	533	N	LAWRENCE AVE / KANSAS ST	SS	SS	0	0
SS	534	S	CENTRAL AVE / KANSAS ST	SS	SS	0	0
SS	534	w	CENTRAL AVE / KANSAS ST			SS	SS
SS	534	N	CENTRAL AVE / KANSAS ST	SS	SS	SS	\$5
SS	534	E	CENTRAL AVE / KANSAS ST	SS	SS	SS	SS
SS	535	S	9TH AVE / KANSAS ST	SS	SS	SS	SS
SS	535	N		SS	SS	0	0
SS	536	S	9TH AVE / KANSAS ST	SS	SS	0	0
SS	536	N N	COLUMBIA AVE / KANSAS ST	SS	SS	0	0
SS	537		COLUMBIA AVE / KANSAS ST	SS	SS	0	0
SS	537	E W	S BROADWAY ST / KANSAS ST	0	0	SS	0
SS			S BROADWAY ST / OHIO ST	0	0	SS	SS
SS	538 539	E W	S BROADWAY ST / OHIO ST	0	0	SS	SS
33	223	W	COLUMBIA ST / OHIO ST	0	0	SS	SS

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Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WE
SS	540	W	9TH AVE / OHIO ST	0	0	SS	SS
SS	540	E	9TH AVE / OHIO ST	0	0	SS	SS
SS	541	S	CENTRAL AVE / OHIO ST	0	SS	0	0
SS	543	W	6TH AVE / PROSPECT ST	0	0	0	SS
SS	544	w	5TH AVE PROSPECT ST	0	0	SS	SS
SS	544	Е	5TH AVE PROSPECT ST	0	0	SS	SS
SS	545	W	4TH AVE / MARSHALL ST	0	0	SS	SS
SS	545	E	4TH AVE / MARSHALL ST	0	0	SS	SS
SS	546	W	3RD AVE / MARSHALL ST	0	0	SS	SS
SS	546	E	3RD AVE / MARSHALL ST	0	0	SS	SS
SS	547	w	3RD AVE / CONGRESS ST	0	0	SS	SS
SS	547	E	3RD AVE / CONGRESS ST	0	0	SS	SS
SS	548	w	S 5TH ST / PINE ST	0	0	0	SS
SS	549	E	2ND AVE / CONGRESS ST	0	0	SS	33
SS	550	WB	2ND AVE / ARCH ST	0	0	0	SS
SS	551	E	2ND AVE / MARSHALL ST	0	0	SS	0
SS	552	w	2ND AVE / VINE ST	0	0	0	-
SS	553	E	2ND AVE / MIDDLE ST	0	0	-	SS
SS	554	S	3RD AVE / MIDDLE ST	SS	SS	SS	0
SS	554	N	3RD AVE / MIDDLE ST			0	0
SS	555	NB	4TH AVE / MIDDLE ST	SS	SS	0	0
SS	555	SB	4TH AVE / MIDDLE ST	SS	SS	0	0
SS	556	S	4TH AVE / PROSPECT ST	SS	SS	0	0
SS	556	N	4TH AVE / PROSPECT ST	SS	SS	0	0
SS	557	S	3RD AVE / PROSPECT ST	SS	SS	0	0
SS	557	N N	3RD AVE / PROSPECT ST	SS	SS	0	0
SS	558	W	2ND AV / ELM ST	SS	SS	0	0
SS	559	N	S 6TH ST / ELM ST	0	0	0	SS
SS	561	w		SS	0	0	0
SS	562	E	2ND AVE / RDOSPECT ST	0	0	0	SS
SS	563	E	2ND AVE / PROSPECT ST 2ND AVE / OHIO ST	0	0	SS	0
SS	564	S		0	0	55	0
SS	564	N	3RD AVE / OHIO ST 3RD AVE / OHIO ST	SS	SS	0	0
SS	565	S	4TH AVE / OHIO ST	SS	SS	0	0
SS	565	N N	4TH AVE / OHIO ST	SS	SS	0	0
SS	566	w		SS	SS	0	0
SS	566	E	STH AVE / OHIO ST	0	0	SS	SS
SS	568	S	5TH AVE / OHIO ST	0	0	SS	SS
SS	569	w	6TH AVE / OHIO ST	0	SS	0	0
SS	569	E	10TH AVE / MICHIGAN ST	0	0	SS	SS
TL	571	2W	10TH AVE / MICHIGAN ST	0	0	SS	SS
TL	571	2W 2N	10TH AVE / PENNSYLVANIA ST	TL	TL	TL	TL
TL	571	2N 2E	10TH AVE / PENNSYLVANIA ST	TL	TL	TL	TL
TL	571	2E 2S	10TH AVE / PENNSYLVANIA ST	TL	TL	TL	TL
SS	572	S	10TH AVE / PENNSYLVANIA ST LAWRENCE AVE/PENNSYLVANIA ST	TL	TL	TL	TL

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	ЕВ	WB
SS	572	N	LAWRENCE AVE/PENNSYLVANIA ST	SS	SS	0	0
SS	573	N	9TH AVE / PENNSYLVANIA ST (W)	SS	0	0	0
SS	574	S	9TH AVE / PENNSYLVANIA ST (E)	0	SS	0	0
SS	575	N	GARLAND ST / PENNSYLVANIA ST	SS	0	0	0
SS	576	S	S BROADWAY ST/PENNSYLVANIA ST	SS	SS	SS	SS
SS	576	W	S BROADWAY ST/PENNSYLVANIA ST	SS	SS	SS	SS
SS	576	Ε	S BROADWAY ST/PENNSYLVANIA ST	SS	SS	SS	SS
SS	576	N	S BROADWAY ST/PENNSYLVANIA ST	SS	SS	SS	SS
SS	577	S	W 7TH ST / PENNSYLVANIA ST	0	SS	0	0
SS	578	w	5TH AVE / PENNSYLVANIA ST	0	0	SS	SS
SS	578	E	5TH AVE / PENNSYLVANIA ST	0	0	SS	SS
SS	579	S	4TH AVE / PENNSYLVANIA ST	SS	SS	0	0
SS	579	N	4TH AVE / PENNSYLVANIA ST	SS	SS	0	0
SS	580	S	3RD AVE / PENNSYLVANIA ST	SS	SS	0	0
SS	580	N	3RD AVE / PENNSYLVANIA ST	SS	SS	0	0
SS	581	w	2ND AVE / PENNSYLVANIA ST (S)	0	0	0	SS
SS	582	E	2ND AVE / PENNSYLVANIA ST (N)	0	0	SS	0
SS	583	W	2ND AVE / ISABELLE ST	0	0	0	SS
SS	584	E	2ND AVE / MICHIGAN ST	0	0	SS	0
SS	585	W	2ND AVE / ELIZABETH ST	0	0	0	SS
SS	586	S	3RD AVE / MICHIGAN ST	SS	SS	0	0
SS	586	N	3RD AVE / MICHIGAN ST	SS	SS	0	0
SS	587	S	4TH AVE / MICHIGAN ST	SS	SS	0	0
SS	587	N	4TH AVE / MICHIGAN ST	SS	SS	0	0
SS	588	W	5TH AVE / MICHIGAN ST	0	0	SS	SS
SS	588	E	5TH AVE / MICHIGAN ST	0	0	SS	SS
SS	591	W	S BROADWAY ST / MICHIGAN ST	0	0	SS	SS
SS	591	E	S BROADWAY ST / MICHIGAN ST	0	0	SS	SS
SS	593	S	COLUMBIA AVE / MICHIGAN ST	0	SS	0	0
SS	594	w	9TH AVE / MICHIGAN ST	0	0	SS	SS
SS	594	E	9TH AVE / MICHIGAN ST	0	0	SS	SS
SS	595	w	S 5TH ST / PENNSYLVANIA ST	0	0	SS	SS
SS	595	E	S 5TH ST / PENNSYLVANIA ST	0	0	SS	SS
SS	596	S	ROSE ST / PENNSYLVANIA ST	SS	SS	0	0
SS	596	N	ROSE ST / PENNSYLVANIA ST	SS	SS	0	0
SS	597	E	S 4TH ST / PENNSYLVANIA ST	0	0	SS	0
SS	598	E	S 5TH ST / ISABELLE ST	0	0	SS	0
SS	599	E	S 5TH ST / ELIZABETH ST	0	0	SS	0
SS	600	w	S 5TH ST / MAPLE ST	0	0	0	SS
SS	601	E	S 4TH ST / MAPLE ST	0	0	SS	0
TL	602	w	S 4TH ST / POPLAR ST	TS	0	0	0
TL	602	w	S 4TH ST / POPLAR ST	0	TS	0	0
TL	602	w	S 4TH ST / POPLAR ST	0	0	TS	0
TL	602	w	S 4TH ST / POPLAR ST	0	0	0	TS
SS	603	S	S 3RD ST / POPLAR ST	0	SS	0	0

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Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	ЕВ	WE
SS	604	S	S 2ND ST / POPLAR ST	SS	SS	SS	0
SS	604	N	S 2ND ST / POPLAR ST	SS	SS	SS	0
SS	604	W	S 2ND ST / POPLAR ST	SS	SS	SS	0
SS	605	E	S 2ND ST / MAPLE ST	0	0	SS	0
SS	606	W	S 3RD ST / MAPLE ST	0	0	0	SS
SS	607	E	S 2ND ST / LINN ST	0	0	SS	0
SS	608	W	S 3RD ST / LINN ST	0	0	SS	SS
SS	608	E	S 3RD ST / LINN ST	0	0	SS	SS
SS	609	W	S 4TH ST / LINN ST	0	0	SS	SS
SS	609	Ε	S 4TH ST / LINN ST	0	0	SS	SS
SS	610	S	S 5TH ST / LINN ST	SS	SS	SS	SS
SS	610	w	S 5TH ST / LINN ST	SS	SS	SS	SS
SS	610	N	S 5TH ST / LINN ST	SS	SS	SS	SS
SS	610	E	S 5TH ST / LINN ST	SS	SS	SS	SS
SS	611	w	S 5TH ST / ELM ST	0	0	SS	55
SS	611	Е	S 5TH ST / ELM ST	0	0	SS	SS
SS	612	w	S 4TH ST / ELM ST	0	0	SS	SS
SS	612	E	S 4TH ST / ELM ST	0	0	SS	SS
SS	613	w	S 3RD ST / ELM ST	0	0	SS	SS
SS	613	E	S 3RD ST / ELM ST	0	0	SS	SS
SS	614	w	S 2ND ST / ELM ST	0	0	SS	SS
SS	614	E	S 2ND ST / ELM ST	0	0	SS	SS
SS	616	W	S 5TH ST / VINE ST	0	0	SS	SS
SS	616	E	S 5TH ST / VINE ST	0	0	SS	SS
SS	617	WB	S 5TH ST / ARCH ST	0	0	SS	SS
SS	617	EB	S 5TH ST / ARCH ST	0	0	SS	-
SS	618	w	S 4TH ST / VINE ST	0	0	SS	SS
SS	618	E	S 4TH ST / VINE ST	0	0	SS	SS
SS	619	w	S 3RD ST / VINE ST	0	0	SS	SS
SS	619	E	S 3RD ST / VINE ST	0	0	SS	SS
SS	620	w	S 2ND ST / VINE ST	0	0		
SS	620	E	S 2ND ST / VINE ST	0	0	SS	SS
SS	623	WB	S 2ND ST / ARCH ST	0	0	SS	55
SS	623	EB	S 2ND ST / ARCH ST	0	0	SS	
SS	624	EB	S 3RD ST / ARCH ST	0	0	_	SS
SS	624	WB	S 3RD ST / ARCH ST	0	0	SS	SS
SS	625	3\$	S 4TH ST / ARCH ST	TL	TL	-	SS
SS	625	3N	S 4TH ST / ARCH ST	TL	-	TL	TL
SS	626	w	S 4TH ST / PINE ST	0	TL 0	TL SS	TL
SS	626	E	S 4TH ST / PINE ST	0	0	SS	SS
SS	627	w	S 3RD ST / PINE ST	0	0	SS	SS
SS	627	E	S 3RD ST / PINE ST	0	0		SS
SS	628	w	S 2ND ST / PINE ST	0	0	SS	SS
SS	628	E	S 2ND ST / PINE ST	0	0	SS	SS SS
SS	630	N	CLEVELAND TERR/PENNSYLVANIA ST	SS	0	0	0

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	5B	EB	WB
SS	631	S	S 24TH ST / HEBBELN DR	SS	SS	0	0
SS	631	N	S 24TH ST / HEBBELN DR	SS	SS	0	0
SS	632	N	S 23RD ST / HEBBELN DR	SS	0	0	0
SS	633	E	S 22ND ST / HEBBELN DR	0	0	SS	0
SS	636	S	S 24TH ST / VILAS ST	0	SS	0	0
SS	637	sw	S 23RD ST / VILAS ST	SS	SS	0	0
SS	637	NE	S 23RD ST / VILAS ST	SS	SS	0	0
SS	638	S	S 22ND TERR / VILAS ST	0	SS	0	0
SS	639	S	S 22ND ST / VILAS ST	SS	SS	SS	SS
SS	639	E	S 22ND ST / VILAS ST	SS	SS	SS	SS
SS	639	N	S 22ND ST / VILAS ST	SS	SS	SS	SS
SS	639	W	S 22ND ST / VILAS ST	SS	SS	SS	SS
SS	643	S	CAMBRIDGE ST / THORNTON ST	SS	SS	0	0
SS	643	N	CAMBRIDGE ST / THORNTON ST	SS	SS	0	0
SS	644	N	S 19TH ST / THORNTON ST	SS	0	0	0
SS	645	S	S 18TH ST / THORNTON ST	0	SS	0	0
SS	646	w	S 18TH ST / RIDGE RD	0	0	SS	SS
SS	646	E	S 18TH ST / RIDGE RD	0	0	SS	SS
SS	647	N	S 17TH TERR / THORNTON ST	SS	0	0	0
SS	649	E	S 17TH ST / MARION ST	0	0	SS	0
SS	650	w	S 17TH TERR / MARION ST	0	0	0	SS
SS	651	E	S 17TH ST / EVERGREEN ST	0	0	SS	0
SS	652	S	S 17TH TERR / EVERGREEN ST	SS	SS	0	0
SS	652	N	S 17TH TERR / EVERGREEN ST	SS	SS	0	0
SS	653	N	CAMBRIDGE ST / EVERGREEN ST	SS	0	0	0
SS	654	W	S 19TH TERR / EVERGREEN ST	0	0	0	SS
SS	655	W	S 20TH ST / S19TH TERR	0	0	0	SS
TL	658	2W	S 20TH ST VILAS ST	TL	TL	TL	TL
TL	658	3N	S 20TH ST VILAS ST	TL	TL	TL	TL
TL	658	2E 1 S	S 20TH ST VILAS ST	TL	TL	TL	TL
TL	658	35	S 20TH ST VILAS ST	TL	TL	TL	TL
SS	660	S	S 17TH ST / VILAS ST	0	SS	0	0
SS	661	S	S 16TH TERR / VILAS ST	0	SS	0	0
SS	662	S	S 16TH ST / VILAS ST	SS	SS	0	0
SS	662	N	S 16TH ST / VILAS ST	SS	SS	0	0
SS	663	S	FOLSOM ST / VILAS ST	SS	SS	0	0
SS	663	N	FOLSOM ST / VILAS ST	SS	SS	0	0
SS	664	E	S 16TH ST / HOLMAN ST	0	0	SS	0
SS	665	5	N 6TH ST / DELAWARE ST	SS	SS	SS	0
SS	665	N	N 6TH ST / DELAWARE ST	SS	SS	55	
SS	665	E	N 6TH ST / DELAWARE ST		-	_	0
SS	666	S	FRANCIS AVE / VILAS ST	SS	SS	SS	0
SS	666	N	FRANCIS AVE / VILAS ST	-	SS	0	0
SS	667	S	S 14TH ST / VILAS ST	SS SS	SS	0	0
SS	667	N	S 14TH ST / VILAS ST	SS	SS	0	0

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Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WE
SS	668	E	SANTA FE ST / FRANCIS CT	0	0	SS	0
SS	669	w	S 15TH ST / SANTA FE ST	0	0	SS	SS
SS	669	E	S 15TH ST / SANTA FE ST	0	0	SS	SS
SS	670	N	SANTA FE ST / FOLSOM ST	SS	0	0	0
SS	671	W	S 16TH ST / SANTA FE ST	0	0	0	SS
SS	672	w	S 15TH ST / JEANNE CT	0	0	0	SS
SS	675	w	S 15TH ST / MARION ST	0	0	0	SS
SS	678	S	VALHALLA PL / VILAS ST	0	SS	0	0
SS	679	N	S 13TH ST / VILAS ST	SS	0	0	0
SS	680	S	WESTWOOD DR / VILAS ST	0	SS	0	0
SS	681	S	GRAND AVE / VILAS ST	0	SS	0	0
SS	682	w	10TH AVE / VILAS ST	0	0	SS	SS
SS	682	E	10TH AVE / VILAS ST	0	0	SS	SS
SS	683	Е	10TH AVE / HOLMAN ST	0	0	SS	0
TL	684	2W	10TH AVE / LIMIT ST	TL	TL	TL	TL
TL	684	2N	10TH AVE / LIMIT ST	TL	TL	TL	TL
TL	684	2E	10TH AVE / LIMIT ST	TL	TL	TL	TL
TL	684	25	10TH AVE / LIMIT ST	TL	TL	TL	TL
SS	685	N	LIMIT ST / MEADOW RD	SS	0	0	0
SS	686	N	GRAND AVE / LIMIT ST	SS	0	0	0
SS	687	N	NEW LAWRENCE RD / LIMIT ST	SS	0	0	0
SS	688	S	S 13TH ST / HOLMAN ST	0	SS	0	0
SS	689	w	S 14TH ST / HOLMAN ST	0	0	0	-
SS	690	S	S 14TH ST / LIMIT ST	SS	SS	0	SS
SS	690	N	S 14TH ST / LIMIT ST	SS	SS	0	0
SS	691	S	FRANCIS AVE / LIMIT ST	0		-	0
SS	692	w	S 15TH ST / LIMIT ST	0	SS	0	0
SS	692	E	S 15TH ST / LIMIT ST	0	0	SS	SS
SS	693	S	FOLSOM ST / LIMIT ST	0		SS	SS
SS	694	S	S 16TH ST / LIMIT ST	0	SS	0	0
SS	695	w	S 20TH ST / LIMIT ST		SS	0	0
SS	695	E	S 20TH ST / LIMIT ST	0	0	SS	SS
SS	696	N	SOMERSET DR / LIMIT ST	0	0	SS	SS
SS	698	w	WESTWOOD DR / SANTA FE ST	SS	0	0	0
SS	698	E	WESTWOOD DR / SANTA FE ST	0	0	SS	SS
SS	699	E	GRAND AV / SANTA FE ST	0	0	SS	SS
SS	700	w	10TH AVE / SANTA FE ST	0	0	SS	0
SS	701	E		0	0	0	SS
SS	702	E	10TH AVE / SHERMAN ST	0	0	SS	0
SS	703		KINGMAN ST / SHERMAN ST	0	SS	0	0
SS	703	E	GRAND AVE / SHERMAN ST	0	0	SS	SS
SS	705	W	GRAND AVE / SHERMAN ST	0	0	SS	SS
SS	705	E	10TH AVE / MARION ST	0	0	SS	SS
SS	707	W	10TH AVE / MARION ST	0	0	SS	SS
SS	708	W	GRAND AVE / MARION ST 10TH AVE / THORNTON ST	0	0	0	SS

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	ЕВ	WB
SS	709	W	10TH AVE / HALDERMAN ST	0	0	SS	SS
SS	709	E	10TH AVE / HALDERMAN ST	0	0	SS	SS
SS	710	S	GRAND AVE / HALDERMAN ST	0	SS	0	0
SS	711	S	KLEMP ST / HALDERMAN ST	0	SS	0	0
SS	718	w	WESTWOOD DR / FOREST LN (N)	0	0	0	SS
SS	722	S	S 11TH ST / MICHIGAN ST	SS	SS	0	0
SS	722	N	S 11TH ST / MICHIGAN ST	SS	SS	0	0
SS	723	W	GRAND AV / MICHIGAN ST	0	0	0	SS
SS	724	S	5 11TH ST / PENNSYLVANIA ST	SS	SS	0	0
SS	724	N	S 11TH ST / PENNSYLVANIA ST	SS	SS	0	0
SS	725	S	GRAND AVE / PENNSYLVANIA ST	SS	SS	0	0
SS	725	N	GRAND AVE / PENNSYLVANIA ST	SS	SS	0	0
SS	726	W	KLEMP ST / PENNSYLVANIA ST	0	0	0	SS
SS	727	w	KLEMP ST / SOUTH ST	0	0	0	SS
SS	728	S	GRAND AV / SOUTH ST	SS	SS	0	0
SS	728	N	GRAND AV / SOUTH ST	SS	SS	0	0
SS	729	S	S 11TH ST / SOUTH ST	0	SS	0	0
SS	730	E	10TH AVE / SOUTH ST	0	0	SS	0
SS	736	N	MONTEZUMA ST/ REES ST	SS	0	0	0
SS	737	w	ARTHUR ST / S BROADWAY ST	0	0	0	SS
SS	739	S	CLEVELAND TERR / REES ST	SS	SS	0	0
SS	739	N	CLEVELAND TERR / REES ST	SS	SS	0	0
SS	740	W	S BROADWAY ST / REES ST	0	0	SS	SS
SS	740	E	S BROADWAY ST / REES ST	0	0	SS	SS
SS	740	EB	LAWRENCE AVE / HALDERMAN ST	0	0	SS	0
SS	742	S	GIRARD ST THORNTON ST	SS	SS	0	0
SS	742	N	GIRARD ST THORNTON ST	SS	SS	0	0
SS	743	S	GIRARD ST / MARION ST	SS	SS	0	0
SS	743	N	GIRARD ST / MARION ST	SS	SS	0	0
SS	744	w	SPRING GARDEN RD/MARION ST	0	0	SS	SS
SS	744	E	SPRING GARDEN RD/MARION ST	0	0	SS	_
SS	745	N	SPRING GARDEN RD/THORNTON ST	SS	0	0	SS O
SS	746	N	GARLAND ST / THORNTON ST	SS	0	0	0
SS	747	E	GARLAND ST / MARION ST	0	0	SS	0
SS	748	S	MONTEZUMA ST/THORNTON ST	0	SS	0	2.70
SS	749	S	S BROADWAY ST/THORNTON ST	0	SS	0	0
SS	751	SB	CLEVELAND TER / GARFIELD ST	0	SS	0	0
SS	752	S	THORNTON ST / MAPLE AVE	SS			0
SS	752	N	THORNTON ST / MAPLE AVE	SS	SS SS	0	0
SS	755	N	W 7TH ST / REES ST				0
SS	756	E	5TH AVE / REES ST	SS	0	0	0
SS	757	EB	5TH AVE / REES ST	0	0	SS	0
SS	758	S	5TH AVE / THORNTON ST	0	0	SS	0
SS	759	s	4TH AVE / THORNTON ST	0	SS	0	0
SS	759	N	4TH AVE / THORNTON ST	SS	SS	0	0

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Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WE
TL	760	w	2ND AVE / THORNTON ST	TL	TL	TL	TL
TL	760	3N 1E	2ND AVE / THORNTON ST	TL	TL	TL	TL
TL	760	E	2ND AVE / THORNTON ST	TL	TL	TL	TL
TL	760	3S 1W	2ND AVE / THORNTON ST	TL	TL	TL	TL
SS	761	W	2ND AVE / BUTTINGER PL	0	0	0	SS
SS	762	E	2ND AVE / DONIPHAN ST	0	0	SS	0
SS	764	E	2ND AVE / REES ST	0	0	SS	0
SS	767	E	2ND AVE / SOUTH ST	0	0	SS	0
SS	768	S	3RD AVE / SOUTH ST	SS	SS	0	0
SS	768	N	3RD AVE / SOUTH ST	SS	SS	0	0
SS	769	S	4TH AVE / SOUTH ST	0	SS	0	0
SS	770	w	5TH AVE / SOUTH ST	0	0	0	SS
SS	771	E	S 4TH ST / REES ST	0	0	SS	0
SS	772	w	S 5TH ST / REES ST	0	0	0	SS
SS	773	E	S 5TH ST / REASER ST	0	0	SS	0
SS	774	Е	S 4TH ST / APACHE ST	0	0	SS	0
SS	775	S	ROSE ST / APACHE ST	SS	SS	0	0
SS	775	N	ROSE ST / APACHE ST	SS	SS	0	0
SS	776	w	S 5TH ST / BUTTINGER PL	0	0	SS	SS
SS	776	W	S 5TH ST / BUTTINGER PL	0	0	SS	55
SS	776	E	S 5TH ST / BUTTINGER PL	0	0	SS	55
SS	777	Е	S 4TH ST / THORNTON ST	0	0	SS	0
Y	778	S	ROSE ST / THORNTON ST	0	Y	0	0
SS	779	S	S 5TH ST / THORNTON ST	SS	SS	SS	SS
SS	779	w	S 5TH ST / THORNTON ST	SS	SS	SS	SS
SS	779	E	S 5TH ST / THORNTON ST	SS	SS	SS	SS
SS	779	N	S 5TH ST / THORNTON ST	SS	SS	SS	SS
TL	780	1W 1N	S 4TH ST / MARION ST	TL	TL	TL	TL
TL	780	2N 1 E	S 4TH ST / MARION ST	TL	TL	TL	TL
TL	780	1S 1E	S 4TH ST / MARION ST	TL	TL	TL	TL
TL	780	2S 1 W	S 4TH ST / MARION ST	TL	TL	TL	TL
SS	781	N	ROSE ST / MARION ST	SS	0	0	0
SS	782	w	S 5TH ST / MARION ST	0	0	SS	SS
SS	782	E	S 5TH ST / MARION ST	0	0	55	SS
SS	783	E	S 4TH ST / EVERGREEN ST	0	0	SS	0
SS	784	S	ROSE ST / EVERGREEN ST	0	SS	0	0
SS	786	w	2ND AVE MARION ST	0	0	0	SS
SS	787	w	S 4TH ST / SANTA FE ST	0	0	_	SS
SS	788	w	S 4TH ST / SHERIDAN AVE	0	0	O SS	SS
SS	788	E	S 4TH ST / SHERIDAN AVE	0	0	_	
SS	789	1/2-1	S 4TH ST / VILAS ST	0	0	SS	SS
SS	789		S 4TH ST / VILAS ST	0		SS	SS
SS	790		2ND AVE / EVERGREEN ST	0	0	SS	SS
SS	791		2ND AVE / SHERMAN ST	0	0	SS	0
SS	792		2ND AVE / SANTA FE ST	0	0	SS	SS

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	792	E	2ND AVE / SANTA FE ST	0	0	SS	SS
SS	793	W	2ND AVE / SHERIDAN ST	0	0	0	SS
SS	794	W	2ND AVE / VILAS ST	0	0	0	SS
TL	795	WB	2ND AV / LIMIT ST	TL	TL	0	TL
TL	795	SB	2ND AV / LIMIT ST	TL	TL	0	TL
TL	795	NB	2ND AV / LIMIT ST	TL	TL	0	TL
TL	795	SB, NB	2ND AV / LIMIT ST	TL	TL	0	TL
SS	796	S	3RD AVE / SANTA FE ST	SS	SS	0	0
SS	796	N	3RD AVE / SANTA FE ST	SS	SS	0	0
SS	797	W	3RD AVE / SHERMAN ST	0	0	SS	SS
SS	797	E	3RD AVE / SHERMAN ST	0	0	SS	SS
SS	798	N	3RD AVE / EVERGREEN ST	SS	0	0	0
SS	799	E	4TH AVE / MARION ST	0	0	SS	0
SS	799	WB		0	0	SS	SS
SS	800	S	4TH AVE / EVERGREEN ST (E)	0	SS	0	0
SS	801	N	4TH AVE / EVERGREEN ST (W)	SS	0	0	0
SS	803	W	MAPLE AVE / MARION ST	0	0	0	SS
SS	804	W	4TH AVE / SHERMAN ST	0	0	0	SS
SS	805	S	4TH AVE / SANTA FE ST	SS	SS	0	0
SS	805	N	4TH AVE / SANTA FE ST	SS	SS	0	0
SS	806	W	MAPLE AVE / SANTA FE ST	0	0	SS	SS
SS	806	E	MAPLE AVE / SANTA FE ST	0	0	SS	SS
SS	810	N	OLDE CREEK CT / SANTA FE ST	SS	0	0	0
SS	811	N	BROADWAY TERR / SANTA FE ST	SS	0	0	0
SS	812	E	BROADWAY TERR / VILAS ST	0	0	SS	0
TL	813	2W 1S	LIMIT ST / SHRINE PARK RD	TL	TL	TL	TL
TL	813	1N	LIMIT ST / SHRINE PARK RD	TL	TL	TL	TL
TL	813	2E 1S	LIMIT ST / SHRINE PARK RD	TL	TL	TL	TL
TL	813	15	LIMIT ST / SHRINE PARK RD	TL	TL	TL	TL
SS	814	N	LIMIT ST / VIRGINIA CIR	SS	0	0	0
SS	815	S	BROADWAY TERR / LIMIT ST	0	SS	0	0
SS	816	S	LIMIT ST / GARLAND ST (E)	0	SS	0	0
SS	817	N	LIMIT ST / GARLAND ST (W)	SS	0	0	0
SS	818	S	SPRING GARDEN RD/ LIMIT ST	SS	SS	0	0
SS	818	N	SPRING GARDEN RD/ LIMIT ST	SS	SS	0	0
SS	819	S	GIRARD ST / LIMIT ST	0	SS	0	0
SS	820	S	GARLAND ST / VILAS ST	SS	SS	0	0
SS	820	N	GARLAND ST / VILAS ST	SS	SS	0	0
SS	821	5	GARLAND ST / SANTA FE ST	SS	SS	0	0
SS	821	N	GARLAND ST / SANTA FE ST	SS	SS	0	0
SS	822	S	SPRING GARDEN RD/SANTA FE ST	SS	SS	0	0
SS	822	N	SPRING GARDEN RD/SANTA FE ST	SS	SS	0	0
SS	823	S	SPRING GARDEN RD/ VILAS ST	SS	SS	0	0
SS	823	N	SPRING GARDEN RD/ VILAS ST	SS	SS	0	0
SS	824	S	GIRARD ST / VILAS ST	SS	SS	0	0

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Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	wi
SS	824	N	GIRARD ST / VILAS ST	SS	SS	0	0
SS	825	S	GIRARD ST / SANTA FE ST	SS	SS	0	0
SS	825	N	GIRARD ST / SANTA FE ST	SS	SS	0	0
TL	826	3W	HUGHES RD / LIMIT ST	TL	TL	TL	TL
TL	826	1E 1N	HUGHES RD / LIMIT ST	TL	TL	TL	TI
TL	826	3E 1S	HUGHES RD / LIMIT ST	TL	TL	TL	TL
TL	826	15	HUGHES RD / LIMIT ST	TL	TL	TL	TI
SS	827	w	STATE ST / LOGAN ST	0	0	0	SS
SS	828	W	STATE ST / VILAS ST	0	0	0	S
SS	830	w	S 4TH ST / LOGAN ST	0	0	SS	SS
SS	830	Ε	S 4TH ST / LOGAN ST	0	0	SS	SS
TL	831	2W 1N	S 4TH ST / LIMIT ST	TL	TL	TL	TI
TL	831	3N	S 4TH ST / LIMIT ST	TL	TL	TL	TI
TL	831	2E 1S	S 4TH ST / LIMIT ST	TL	TL	TL	TI
TL	831	3\$	S 4TH ST / LIMIT ST	TL	TL	TL	TI
SS	832	N	LIMIT ST / TRAILHEAD DR	SS	0	0	0
SS	833	S	S 2ND ST / LIMIT ST	0	SS	0	0
SS	834	N	LIMIT ST / MARTIN LUTHER KING DR	SS	0	0	0
SS	835	N	RALPH BUNCHE DR / LIMIT ST	SS	0	0	0
SS	836	S	WILSON AVE / LIMIT ST	SS	SS	0	0
SS	836	N	WILSON AVE / LIMIT ST	SS	SS	0	0
SS	837	E	LIMIT ST / HOME PL	0	0	SS	0
SS	838	E	HOME PL / LOGAN ST	0	0	SS	0
SS	839	w	WILSON AVE / LOGAN ST	0	0	SS	-
SS	839	E	WILSON AVE / LOGAN ST	0	0		SS
SS	840	w	WILSON AVE / VILAS ST	0	0	SS	SS
SS	840	E	WILSON AVE / VILAS ST	0	0	SS	SS
SS	841	w	WILSON AVE / SHERIDAN ST	0	0	SS	55
SS	841	E	WILSON AVE / SHERIDAN ST		1000	SS	SS
SS	842	w	S 1ST ST / SHERIDAN ST	0	0	SS	SS
SS	842	E	S 1ST ST / SHERIDAN ST		0	SS	SS
SS	843	w	S 1ST ST / VILAS ST	0	0	SS	55
SS	843	E	S 1ST ST / VILAS ST	0	0	SS	SS
SS	844	w	S 1ST ST / LOGAN ST	380	0	SS	SS
SS	844	E	S 1ST ST / LOGAN ST	0	0	SS	SS
SS	845	S	S 1ST ST / LIMIT ST	0	0	SS	SS
SS	849	w	WILSON AVE / SANTA FE ST	0	SS	0	0
SS	849	E	ACCUPATION OF THE CONTROL OF THE CON	0	0	SS	SS
SS	850		WILSON AVE / SANTA FE ST	0	0	SS	SS
SS	850	E	S 1ST ST / SANTA FE ST	0	0	SS	SS
SS	854	N	S 1ST ST / SANTA FE ST	0	0	SS	SS
SS	855	S	S 1ST ST / MARION ST	SS	0	0	0
SS	857		S 2ND ST / MARION ST	0	SS	0	0
SS	859		SOMERSET DR / SOMERSET TERR	0	0	0	SS
SS	859		S 20TH ST / TONGANOSSIE DR S 20TH ST / TONGANOSSIE DR	0	0	SS	SS

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	860	S	MICHALS RD / TONGANOSSIE DR	0	SS	0	0
SS	861	N	MICHALS RD / STONEWALL CT	SS	0	0	0
SS	862	N	MICHALS RD / CLAYTON DR	SS	0	0	0
SS	863	N	MICHALS RD / RICHMOND DR	SS	0	0	0
SS	864	w	RICHMOND DR / SUMTER CT	0	0	SS	SS
SS	864	E	RICHMOND DR / SUMTER CT	0	0	SS	SS
SS	866	w	MAGNOLIA DR / RICHMOND DR	0	0	0	SS
SS	867	S	MAGNOLIA DR / LEE CT	0	SS	0	0
SS	869	SB	LEXINGTON CT / MAGNOLIA DR	0	SS	0	0
SS	870	E	MAGNOLIA DR / TONGANOSSIE DR	0	0	SS	0
SS	871	E	SJENANDOAH DR / TONGANOSSIE DR	0	0	SS	0
SS	872	N	SHENANDOAH DR / CLAYTON CT	SS	0	0	0
SS	873	N	SHENANDOAH DR / DISSIE DR	SS	0	0	0
SS	875	w	RICHMOND DR / LINCOLN CT	0	0	0	SS
SS	876	S	RICHMOND DR / SHENANDOAH DR	SS	SS	0	0
SS	876	N	RICHMOND DR / SHENANDOAH DR	SS	SS	0	0
SS	877	N	SHENANDOAH DR / GETTYSBURG DR	SS	0	0	0
SS	878	W	GETTYSBURG DR / CADES CV	0	0	0	SS
SS	879	sw	GETTYSBURG DR / RICHMOND DR	0	0	SS	SS
SS	879	NE	GETTYSBURG DR / RICHMOND DR	0	0	SS	SS
SS	880	N	GETTYSBURG DR / CAVALRY CT	SS	0	0	0
SS	881	E	S 20TH ST / ESTATES DR	0	0	SS	0
SS	882	w	S 21ST ST / ESTATES DR	0	0	0	SS
SS	884	NB	S 21ST ST / S 22ND ST	SS	0	0	0
SS	885	E	S 21ST ST / RIDGEVIEW DR	0	0	SS	0
SS	886	E	S 21ST ST / CEDAR RIDGE DR	0	0	SS	0
SS	887	N	TONGANOSSIE DR / CANDLEWOOD DR	SS	0	0	0
SS	888	S	TONGANOSSIE DR / SUMMIT DR	0	SS	0	0
SS	889	N	TONGANOSSIE DR / GATEWOOD ST	SS	0	0	0
SS	890	E	GATEWOOD ST / TUDOR DR	0	0	SS	0
SS	891	W	TUDOR DR / CANDLEWOOD DR	0	0	0	SS
SS	892	sw	WINCHESTER DR / CANDLEWOOD DR	0	0	SS	SS
SS	892	NE	WINCHESTER DR / CANDLEWOOD DR	0	0	SS	SS
SS	894	W	REMINGTON LN / CANDLEWOOD DR	0	0	0	SS
SS	895	N	REMINGTON LN / REMINGTON CT	SS	0	0	0
SS	896	E	REMINGTON LN / WINCHESTER DR	0	0	SS	0
SS	898	w	S 14TH ST / INDEPENDENCE CT	0	0	SS	SS
SS	898	Ε	S 14TH ST / INDEPENDENCE CT	0	0	SS	SS
SS	899	w	S 14TH ST / REVOLUTIONARY CT	0	0	0	SS
SS	900	SB	MILITIA CT / REVOLUTIONARY CT	0	SS	0	0
SS	901	w	NEW LAWRENCE RD / TANGLEWOOD ST	0	0	SS	SS
SS	901	E	NEW LAWRENCE RD / TANGLEWOOD ST	0	0	55	SS
SS	902	E	GRAND AVE / TANGLEWOOD ST	0	0	55	22
SS	903	E	10TH AVE / MEADOW LN	0	0	SS	0
SS	904	w	MEADOW RD / MEADOW LN	0	0	0	SS

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Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WE
SS	906	E	GRAND AVE / WILDWOOD ST	0	0	SS	0
SS	907	w	NEW LAWRENCE RD / WILDWOOD ST	0	0	SS	SS
SS	907	E	NEW LAWRENCE RD / WILDWOOD ST	0	0	55	SS
SS	908	N	WILDWOOD ST / FOXHILL ST	SS	0	0	0
TL	909	2W	10TH AVE / GATEWOOD ST	TL	TL	TL	TL
TL	909	2N	10TH AVE / GATEWOOD ST	TL	TL	TL	TL
TL	909	2E	10TH AVE / GATEWOOD ST	TL	TL	TL	TL
TL	909	25	10TH AVE / GATEWOOD ST	TL	TL	TL	TI
SS	910	w	NEW LAWRENCE RD / GATEWOOD ST	0	0	0	SS
SS	911	S	S 14TH ST / NEW LAWRENCE RD	0	SS	0	0
SS	912	w	S 20TH ST / NEW LAWRENCE RD	0	0	0	SS
SS	913	w	10TH AVE / JOSELA CT	0	0	0	SS
SS	914	E	10TH AVE / WELLINGTON DR	0	0	SS	0
SS	916	N	WELLINGTON DR / GRAND AVE	SS	0	0	0
Υ	917	Е	WELLINGTON DR / NEWMAN ST	0	0	Y	0
SS	920	S	GRAND AVE / WALLIS LN	SS	SS	0	0
SS	920	N	GRAND AVE / WALLIS LN	SS	SS	0	0
SS	922	Е	IRONWOOD DR / TAMARISK DR	0	0	SS	0
SS	923	E	IRONWOOD DR / IRONWOOD CT	0	0	SS	0
SS	924	N	WALLIS LN / IRONWOOD DR	SS	0	0	0
SS	926	E	10TH AVE / FOREST HILLS LN	0	0	SS	0
SS	927	E	10TH AVE / WALLIS LN	0	0	SS	0
SS	928	w	10TH AVE / MUNCIE RD	0	0	0	SS
SS	929	w	10TH AVE / PARK AVE	0	0	0	SS
SS	930	W	10TH AVE / LEWIS DR	0	0	0	
TL	931	3W	10TH AVE / EISENHOWER RD	TL	TL	TL	SS
TL	931	2N	10TH AVE / EISENHOWER RD	TL	TL	TL	TL
TL	931	3E	10TH AVE / EISENHOWER RD	TL	TL		TL
TL	931	35	10TH AVE / EISENHOWER RD	TL	TL	TL	TL
SS	932	S	S 13TH ST / EISENHOWER RD	0	SS	TL	TL
SS	933	S	S 20TH ST / EISENHOWER RD			0	0
SS	933	N	S 20TH ST / EISENHOWER RD	SS	SS	0	0
SS	934	s	BRANCHES WAY / EISENHOWER RD		SS	0	0
SS	935	SB	BIRCH ST / EISENHOWER RD	0	SS	0	0
SS	936	NB	BIRCH ST / COTTONWOOD ST		SS	0	0
SS	936	SB	BIRCH ST / COTTONWOOD ST	SS	SS	0	0
SS	937	S	COTTONWOOD ST / ALDER ST	SS	SS	0	0
SS	938	N	BRANCHES WAY / S 22ND ST	0	SS	0	0
SS	939		S 22ND ST / S 22ND ST (S)	SS	0	0	0
SS	941	Ē	S 22ND ST / ALDER ST	0	0	SS	0
SS	942	EB	S 22ND ST / ALDER ST	0	0	SS	0
Y	945	S		0	0	0	Y
SS	946	S	SPRING GARDEN RD/ MEADOW LN GARLAND ST / MEADOW LN	0	Y	0	0
SS	958	E	MAPLE AVE/GODDARD CIR	0	SS	0	0
SS	959	E	SHRINE PARK RD/VIRGINIA CIR	0	0	SS SS	0

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	960	E	SHRINE PARK RD / SILVERLEAF	0	0	SS	0
SS	961	E	SHRINE PARK RD / GREENS RIDGE	0	0	SS	0
SS	963	W	10TH AVE / BROOKSIDE ST	0	0	0	SS
SS	970	W	SHRINE PARK RD / MCDONALD RD	0	0	0	SS
SS	971	W	SHRINE PARK RD/VALLEY VIEW RD (N)	0	0	0	SS
SS	972	E	SHRINE PARK RD / FAWN CREEK ST	0	0	SS	0
SS	973	E	SHRINE PARK RD / DEERFIELD ST	0	0	SS	0
SS	975	W	GARLAND ST / DEERFIELD ST	0	0	0	SS
SS	978	S	VILLAGE ST / GARLAND ST	0	SS	0	0
SS	981	S	MUNCIE RD / PARKWAY DR	SS	SS	0	0
SS	981	N	MUNCIE RD / PARKWAY DR	SS	SS	0	0
SS	985	E	PARK AVE / PARK LN	0	0	SS	SS
SS	985	E	MAPLE AVE/GODDARD CIR	0	0	SS	0
SS	986	W	PARK LN / HIGHLAND DR	0	0	0	SS
SS	987	S	MUNCIE RD / MUNCIE CT	SS	SS	0	0
SS	987	N	MUNCIE RD / MUNCIE CT	SS	SS	0	0
SS	988	SB	GARLAND ST / MUNCIE RD	0	SS	0	0
SS	989	SB	BROADWAY TERR / MUNCIE RD	0	SS	0	0
	991	w	HIGHLAND DR / EDGEHILL ST	0	0	SS	SS
SS SS	991	E	HIGHLAND DR / EDGEHILL ST	0	0	SS	SS
	993	E	PARK AVE / EDGEHILL ST	0	0	SS	0
SS	994	E	GLENVIEW ST / EDEHILL ST	0	0	SS	0
SS	995	w	PARK LN / GLENVIEW ST	0	0	0	SS
SS	996	W	HIGHLAND TERR / PARK LN	0	0	0	SS
SS	997	N	HIGHLAND TERR / GARLAND ST	SS	0	0	0
SS	998	N	HIGHLAND TERR /BROADWAY TERR	55	0	0	0
SS	1000	E	HIGHLAND TERR / EDGEHILL ST	0	0	SS	0
SS	1000	s W	LEWIS DR / PARKWAY DR	0	SS	0	0
SS	1002		SHRINE PARK RD / MUNCIE RD	0	0	SS	SS
SS	1002	E W	SHRINE PARK RD / MUNCIE RD	0	0	SS	SS
SS	1005	w	SHRINE PARK RD / VALLEY VIEW RD (S)	0	0	0	SS
SS	1005	w	SHRINE PARK RD / SUMMIT RD (N)	0	0	0	SS
TL	1007	3W	SHRINE PARK RD / SUMMIT RD (N)	0	0	0	SS
TL	1007	2N	SHRINE PARK RD / EISENHOWER RD	TL	TL	TL	TL
TL	1007	3E	SHRINE PARK RD / EISENHOWER RD SHRINE PARK RD / EISENHOWER RD	TL	TL	TL	TL
TL	1007	2S		TL	TL	TL	TL
SS	1008	S	SHRINE PARK RD / EISENHOWER RD	TL	TL	TL	TL
SS	1009	S S	EISENHOWER RD / LAKEVIEW DR	0	SS	0	0
TL	1010	1W 1N	EISNEHOWER RD / HUGHES RD S 4TH ST / EISENHOWER RD	0	SS	0	0
TL	1010	2N 1E	S 4TH ST / EISENHOWER RD	TL	TL	TL	TL
TL	1010	151E	S 4TH ST / EISENHOWER RD	TL TL	TL	TL	TL
TL	1010	35	S 4TH ST / EISENHOWER RD	TL	TL	TL	TL
SS	1011	EB	BREWER PL / COMMERCIAL ST	0	TL 0	TL SS	TL 0
SS	1012	WB	BREWER PL / HIGHWAY TER	0	0	0	SS

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#### 2019 Intersection Traffic Control Device Master Index Adopted by Ordinance No. xxxx

raffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	1013	N	MUNCIE RD / BREWER PL	SS	0	0	0
SS	1014	S	COMMERCIAL ST / COMMERCIAL PL	0	SS	0	0
SS	1015	N	MUNCIE RD / COMMERCIAL PL	SS	0	0	0
TL	1016	2W	S 4TH ST / MUNCIE RD	TL	TL	TL	TL
TL	1016	3N	S 4TH ST / MUNCIE RD	TL	TL	TL	TL
TL	1016	2E	S 4TH ST / MUNCIE RD	TL	TL	TL	TL
TL	1016	3\$	S 4TH ST / MUNCIE RD	TL	TL	TL	TL
SS	1017	Ε	S 4TH ST / MUNCIE TERR	0	0	SS	0
SS	1018	w	S 4TH ST / COMMERCIAL ST	0	0	0	SS
SS	1019	w	MUNCIE RD / HUGHES RD	0	0	SS	SS
SS	1019	E	MUNCIE RD / HUGHES RD	0	0	SS	SS
SS	1020	E	HUGHES RD / PLEASANT AVE	0	0	SS	0
SS	1021	S	PLEASANT AVE / IOWA ST	SS	SS	0	0
SS	1021	N	PLEASANT AVE / IOWA ST	SS	SS	0	0
SS	1022	w	IOWA ST / NIPPER LN	0	0	SS	SS
SS	1022	Е	IOWA ST / NIPPER LN	0	0	SS	SS
SS	1023	Е	HUGHES RD / MCDONALD RD	0	0	SS	0
SS	1025	N	MCDONALD RD / IOWA ST	SS	0	0	0
SS	1026	S	LAKEVIEW DR / MCDONALD RD	SS	SS	0	0
SS	1026	N	LAKEVIEW DR / MCDONALD RD	SS	SS	0	0
SS	1027	W	LAKEVIEW DR / PLEASANT AVE	0	0	0	SS
SS	1028	S	LAKEVIEW DR / MUNCIE RD	SS	SS	0	0
SS	1028	N	LAKEVIEW DR / MUNCIE RD	SS	SS	0	0
SS	1029	w	LAKEVIEW DR/ CEDAR CT	0	0	0	-
SS	1030	E	LAKEVIEW DR / OREGON ST	0	0	SS	SS
SS	1034	w	HUGHES RD / ST JOHN HOSPITAL		1.00		0
SS	1035	E	HUGHES RD / CEDAR CT	0	0	0	SS
SS	1036	E	HUGHES RD / OREGON ST		0	SS	0
SS	1037	w	HUGHES RD / LV PLAZA	0	0	SS	0
SS	1038	E	HUGHES RD / IDAHO ST	0	0	0	SS
SS	1042	E	HUGHES RD / UTAH ST	0	0	SS	0
SS	1046	w	S 4TH ST / MONTANA CT	0	0	SS	0
SS	1047	S	IDAHO ST / FRONTAGE RD	0	0	0	SS
SS	1047	N	IDAHO ST / FRONTAGE RD	SS	SS	0	0
TL	1048	2W	S 4TH ST / IDAHO ST	SS	SS	0	0
TL	1048	3N	S 4TH ST / IDAHO ST	TL	TL	TL	TL
TL	1048	2E		TL	TL	TL	TL
TL	1048	3S 1W	S 4TH ST / IDAHO ST	TL	TL	TL	TL
SS	1049	22 TAA	S 4TH ST / IDAHO ST	TL	TL	TL	TL
SS	1050	N	MLK DR (S) / MLK DR (E)	0	0	0	SS
SS	1053	W	MLK DR / RALPH BUNCE DR (W)	SS	0	0	0
SS	1054	E E	MLK DR / RALPH BUNCE DR (E)	0	0	0	SS
SS	1055	W	WILSON AVE / ASH ST	0	0	SS	0
SS	1058	E E	FRONTAGE RD / ASH ST	0	0	0	SS
	TOO	<b>C</b>	FRONTAGE RD / OREGON ST (S)	0	0	SS	0

Traffic Control Device	Intersection No.	Direction of Traffic Controlled	Intersection Name	NB	SB	EB	WB
SS	1060	w	S 4TH ST / OREGON ST (N)	0	0	0	SS
SS	1062	E	S 4TH ST / ST JOHN HOSPITAL	0	0	SS	0
SS	1063	E	S 4TH ST / UNIVERSITY OF ST MARY DR	0	0	SS	0
Y	1065	N	S 4TH ST / VA ENTRANCE ON RAMP	Y	0	0	0
SS	1066	w	S 4TH ST / VA ENTRANCE	0	0	0	SS
SS	1068	E	S 4TH ST / SISTERS OF CHARITY DR	0	0	SS	0
SS	1471	S	MUNCIE RD / S VA ENTRANCE DR	0	SS	0	0
SS	1472	S	MUNCIE RD / VA CEMETARY ENTRANCE	0	SS	0	0
SS	1473	E	S 22ND ST / CO RD 12	0	0	SS	0
SS	1479	S	S 14TH ST / EISENHOWER RD	0	SS	0	0
SS	1480	NB	WEST GLEN ST / NEW LAWRENCE RD	SS	0	0	0
SS	1481	WB	NEW LAWRENCE DR / SUNSET ST	0	0	0	SS
SS	1482	NB	TALLGRASS ST / WEST GLEN DR	SS	0	0	0
SS	1483	NB	SHADOW DR / SUNRISE ST	SS	SS	0	0
SS	1483	SB	SHADOW DR / SUNRISE ST	SS	SS	0	0
TL	3076	2N	FIRE STATION #2	TL	0	0	0
TL	3076	2W	FIRE STATION #2	TL	0	0	0
TL	3077	2N	FIRE STATION #3	TL	0	0	0
TL	3077	25	FIRE STATION #3	TL	0	0	0
TL	3079	25	FIRE STATION 1	TL	TL	TL	0
TL	3079	2WB	FIRE STATION 1	TL	TL	TL	0
TL	3079	2NB	FIRE STATION 1	TL	TL	TL	0

# EXECUTIVE SESSION DISCUSSION OF MATTERS RELATED TO SECURITY MEASURES PRIVATE PROPERTY OF PERSONS

	August 13, 2019			
CITY COMMISSION ACTION:				
νlο	otion:			
eld ope Cor	ove to recess into executive session to discuss security measures pursuant to the <i>discussion of matters ating to security measures, private property or persons</i> exception per K.S.A. 75-4319 (b) (12) (D). The en meeting to resume in the City Commission Chambers at by the clock in the City mmission Chambers. City Manager Paul Kramer, Police Chief Pat Kitchens and City Attorney David aters are requested to be present during the Executive Session.			