



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, JANUARY 11, 2022 6:00 P.M.

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

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PRESENTATION:

1. Presentation to Nancy Bauder, Mayor 2021

OLD BUSINESS

Consideration of Previous Meeting Minutes:

2. Minutes from December 14, 2021 Regular Meeting **Action:** Motion (pg. 02)

NEW BUSINESS:

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

General Items:

3. Mayor's Appointments - Airport Advisory Board; Deer Management Advisory Committee; Parks & Community Activities Board; Sister City Advisory Board **Action:** Motion (pg. 08)
4. Update for Unsafe Structure, 2201 Magnolia Dr.; Given 90-Days at the October 12, 2021 Meeting **Action:** Motion (pg. 09)
5. Review Unsafe & Dangerous Structure 767 Charles Street; Given 60-Day Extension at the November 9, 2021 Meeting **Action:** Motion (pg. 11)
6. Consider Amendments and Updates to City Fee Schedule **Action:** Motion (pg. 20)

Bids, Contracts and Agreements:

7. Consider Shared Facility Usage Agreement with University of Saint Mary **Action:** Motion (pg. 22)
8. Consider Sole Source Purchase of Ultraviolet Lamps from Ray Lindsey Company **Action:** Motion (pg. 25)

Consent Agenda:

Claims for December 11, 2021, through January 7, 2022, in the amount of \$3,246,898.88; Net amount for Payroll #25 effective December 17, 2021 in the amount of \$361,315.89 (Includes Police & Fire Pension in the amount of \$8,804.19) and Payroll #26 effective December 31, 2021 in the amount of \$369,272.42 (No Police & Fire Pension). **Action:** Motion

Other:

Adjournment

Action: Motion



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

City Commission Regular Meeting
Commission Chambers
Tuesday, December 14, 2021 7:00 p.m.

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

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Police Chief Patrick Kitchens, Finance Director Ruby Maline, Police Chief Patrick Kitchens, Public Works Director Brian Faust, Human Resources Director Lona Lanter, Human Resources Specialist Michelle Meinert, Leavenworth Housing Authority Housing Manager Andrea Cheatom, Attorney David E. Waters, Deputy City Clerk Cary Collins and City Clerk Carla Williamson.

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

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Leonhard moved to accept the minutes from the November 23, 2021 regular meeting and December 7, 2021 Special Meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Second Consideration Ordinance:

Second Consideration Ordinance 8181 Acquisition of Land by Condemnation for K-7 & Eisenhower Intersection Improvement Project - City Manager Paul Kramer presented the ordinance for second consideration. There have been no changes since first introduced on November 23, 2021.

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

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

None

General Items:

Commission Nominations for Terms December 14, 2021 to December 13, 2022

Mayor

Commissioner Wilson moved to nominate Camalla Leonard for Mayor December 14, 2021 to December 13, 2022. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Bauder declared the motion carried 5-0.

Mayor Pro-Tem

Commissioner Bauder moved to nominate Jermaine Wilson for Mayor Pro-Tem December 14, 2021 to December 13, 2022. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Financial Claims Reviewer

Commissioner Wilson moved to nominate Griff Martin for Financial Claims Reviewer December 14, 2021 to December 13, 2022. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Consider Abatement of Administrative Fees on Nuisance Special Assessments 911 Cherokee Street – City Clerk Carla Williamson presented the items for consideration and reviewed the details as follows:

- Mr. Richter purchased the property at the April 28, 2021 county tax sale. At that time there was a lien placed against the property for nuisance abatements totaling \$1,617.21. At the beginning of the tax sale it is always announced to potential buyers that the City may have liens against the property or mowing invoices that would be levied against the property as special assessment to the current year's tax statement. The breakdown of fees are attached.
- In the past, the City Commission has reduced the fees for similar requests, to the actual cost of the mowing incurred by the city and a \$100.00 administration fee per assessment period. This would reduce the 2021 Special Assessments from \$1,617.21 to \$217.21.
- The property is adjacent to properties and the house that is owned and lived in by Mr. Richter. He plans to keep the property mowed and groomed.

Commissioner Martin moved to reduce the 2021 Special Assessments on the property at 911 Cherokee from \$1,617.21 to \$217.21. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Consider Abatement of Administrative Fees on Nuisance Special Assessments 1517 9th Avenue – City Clerk Carla Williamson presented the items for consideration and reviewed the details as follows:

- Mr. Graves purchased the property at the April 28, 2021 county tax sale. At that time there was a lien placed against the property for nuisance abatements totaling \$1,769.85. Before the sale on April 28, 2021 and filing of the deeds on May 25/26, 2021 to transfer the property, the city mowed the property (2) two times. At the beginning of the tax sale it is always announced to potential buyers that the City may have liens against the property or mowing invoices that would be levied against the property as a special assessment to the current year's tax statement. The breakdown of fees are attached which includes the mowing of the property in 2021 totaling \$2,166.41.
- In the past, the City Commission has reduced the fees for similar requests, to the actual cost of the mowing incurred by the city and a \$100.00 administration fee per assessment period. This would reduce the 2021 Special Assessments from \$2,166.41 to \$316.41.
- The property is adjacent to the property and house that is owned and lived in by the Graves family. The property is vacant. It is being maintained and is currently being used as a garden.

Commissioner Wilson moved to reduce the 2021 Special Assessments on the property at 1517 9th Avenue from \$2,166.41 to \$316.41. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Consider Abatement of Administrative Fees on Nuisance Special Assessments 617 Middle Street – City Clerk Carla Williamson presented the items for consideration and reviewed the details as follows:

- Mr. and Mrs. Headrick purchased the property at the April 28, 2021 county tax sale. In April 2021, before the sale of the property was finalized, the city mowed the property one time and removed a large tree that had fallen. At the beginning of the tax sale it is always announced to potential buyers that the City may have liens against the property or mowing invoices that would be levied against the property as a special assessment to the current year's tax statement. The breakdown of fees are attached which includes the mowing of the property and removal of the tree in April before the sale totaling \$739.98.
- In the past, the City Commission has reduced the fees for similar requests, to the actual cost of the mowing incurred by the city and a \$100.00 administration fee. This would reduce the 2021 Special Assessments to \$639.98.
- The property is adjacent to the property and house that is owned and lived in by the Headrick family. They plan to build a fence and extend their backyard for their children to play. The lot is vacant.

Commissioner Hingula moved to reduce the 2021 Special Assessments on the property at 617 Middle to \$639.98. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Consider Abatement of Administrative Fees on Nuisance Special Assessments 51 Logan Street – City Clerk Carla Williamson presented the items for consideration and reviewed the details as follows:

- Ms. Gepner purchased the property at the April 28, 2021 county tax sale. At that time there was a lien placed against the property for nuisance abatements totaling \$1,647.12. Before the sale on April 28, 2021 and filing of the deeds on May 25/26, 2021 to transfer the property, the city mowed the property (1) one additional time. At the beginning of the tax sale it is always announced to potential buyers that the City may have liens against the property or mowing invoices that would be levied against the property as a special assessment to the current year's tax statement. The breakdown of fees are attached which includes the mowing of the property in 2021 totaling \$1,796.16.
- In the past, the City Commission has reduced the fees for similar requests, to the actual cost of the mowing incurred by the city and a \$100.00 administration fee. This would reduce the 2021 Special Assessments from \$1,796.16 to \$296.16.
- The property was purchased to revitalize however, they are unable to complete due to costs. The plan is to sell the property to a developer.

Commissioner Wilson moved to reduce the 2021 Special Assessments on the property at 51 Logan Street from \$1,796.16 to \$296.16. Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Recommendation for Revisions to the Personnel Policy Manual – Human Resources Director Lona Lanter reviewed proposed recommendations to the Personnel Policy Manual. Changes have been reviewed by Staff, Employee Council and the City Manager. Many of the changes are housekeeping items however changes include the recognition of Juneteenth as a federal holiday to be recognized as an additional city holiday, identifying the eligibility criteria for the City Manager Holiday, and increasing tuition reimbursement from \$2,000 to \$2,500.

Commissioner Bauder moved to approve changes as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

2022 Cereal Malt Beverage Licenses – City Clerk Carla Williamson presented for approval 22 establishments that have applied for a 2022 Cereal Malt Beverage License. These include both off-premise and on-premise consumption licenses. They are as follows:

OFF PREMISE CONSUMPTION:

7-Eleven	609 Metropolitan Ave
Casey's General Store #1261	2004 Spruce St
Casey's General Store #2609	950 Eisenhower Rd
Casey's General Store #2826	2100 S 4 th St
CVS Pharmacy #5268	390 Limit St
Dillons #40	720 Eisenhower Rd
Home Town	111 N Broadway St
Leavenworth Operations (K-7 Stop)	300 N 4 th St
Minit Mart #576	3122 S 4 th St
Murphy USA #7486	1050 Eisenhower Rd
Price Chopper #20	2107 S 4 th St
Sam's Food Mart LLC	1031 Metropolitan Ave
Shop Smart #2	700 Eisenhower Rd
Star Gas	788 Spruce St
Walgreens #12923	2900 S 4 th St
Walmart #26	5000 10 th Ave

ON-PREMISE CONSUMPTION:

Abe's Place	5101 10 th Ave
Ava's Island Café	732 Shawnee St
Eddie's Grocery	1101 Spruce St
Little Bar	1431 10 th Ave
Nu Way	510 Shawnee
The Towne Pub Restaurant	1001 Ottawa St

Commissioner Wilson moved to approve the 2022 Cereal Malt Beverage Licenses for 2022 as presented. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Cancellation of the December 28, 2021 Regular Meeting – City Manager Paul Kramer presented a request to cancel the December 28, 2021 City Commission Regular meeting. Regular meeting dates and times are set by the City Code of Ordinances and allows for cancellation by the City Commission.

Commissioner Hingula moved to cancel the December 28, 2021 regular meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Public Hearing:

Public Hearing for Amending the 2021 Budget

Open Public Hearing:

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

Staff and Public Comments:

Finance Director Ruby Maline presented the proposed amendments to the 2021 Budget as follows:

- Add \$109,580 spending authority to the 911 Fund
- Provide spending authority of \$421,173 to the Business and Technology Park
- Increase the Debt Services Fund by \$3,063,145 to cover transactions related to bond refunding in June 2021
- Provide spending authority of \$2,074,462 for the CIP Sales Tax Fund for the purchase of the 100' aerial ladder fire truck and capital projects
- Increase the Retail TIF Fund spending authority by \$62,203 to payout increase revenues received

Close Public Hearing:

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

Commissioner Bauder moved to approve the amendments to the 2021 Budget as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Resolutions:

Resolution B-2301 Planters II Tenant Write-Off Accounts – Housing Manager Andrea Cheatom presented Resolution B-2301 removing three tenant accounts from the rent registration at Planters II.

Commissioner Wilson moved to adopt Resolution B-2301 deleting uncollectable tenant accounts. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Resolution B-2302 Opioid Settlement Fund – City Manager Paul Kramer presented for consideration a resolution approving the execution and delivery of an agreement to release and assign the City's opioid claims to the Kansas Attorney General and certifying costs attributable to substance abuse and addiction mitigation in excess of \$500.00.

Commissioner Hingula moved to adopt the resolution related to opioid settlements as presented. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Transfer of City Owned Lots to Geiger Ready-Mix Co., Inc. Real Estate Contract – Public Works Director Brian Faust presented for consideration the transfer of two city owned lots at the intersection of 3rd and Maple Street to Geiger Ready-Mix Co., Inc. to construct additional parking lots to provide overflow parking for their employees, space for their trucks and trailers and to provide additional parking for Stubby Park users. The two lots were acquired by the City at the 2009 Sheriff's sale for \$150.00 per lot. The reason

for the purchase was a possible extension of the parking lot at Stubby Park. The cost for the city to improve the lots for parking would be in excess of \$100,000. Transferring the property to Geiger will eliminate the expense of constructing the lots, eliminate maintenance responsibilities and put the property back on the tax role and provide parking for both Geiger employees as well as the general public.

Commissioner Martin moved to authorize the Mayor to sign the Quit-Claim Deed and the Real Estate Sales Contract to transfer ownership of Lots 9 and 10 of Fackler's Addition in the City of Leavenworth to Geiger Ready-Mix Co. Inc. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Consider Commercial Insurance Package for 2022 – City Clerk Carla Williamson presented for consideration the insurance renewal for 2022 with Traveler's Insurance in the amount of \$438,934.00. The City's insurance broker, Mike Reilly reviewed the quote and answered questions.

Commissioner Bauder moved to approve the 2022 commercial insurance package with Travelers in the amount not to exceed \$438,934.00. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Consent Agenda:

Commissioner Wilson moved to approve claims for November 20, 2021, through December 10, 2021, in the amount of \$962,144.06; Net amount for Longevity Pay effective November 26, 2021 in the amount of \$41,029.67; and ARPA Premium Pay effective November 26, 2021 in the amount of \$149,717.46; and Payroll #24 effective December 3, 2021 in the amount of \$351,745.93 (No Police & Fire Pension). Commissioner Martin seconded the motion and the motion was unanimously approved. Mayor Leonhard declared the motion carried 5-0.

Adjournment:

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

Time Meeting Adjourned 8:22 p.m.

Minutes taken by City Clerk Carla K. Williamson, CMC

MAYOR'S APPOINTMENTS

January 11, 2022

Mayor Leonhard

"Move to

*Reappoint to the **Airport Advisory Board** Keith Baker, John Carroll and William Kidder to terms ending December 31, 2024 and appoint Billy Summers as the Fort Leavenworth Representative;*

*Reappoint to the **Deer Management Advisory Committee** Dan Nicodemus, Tom Wells and Loyd Yonts to a term ending December 31, 2024 and appoint Whitney Harmon to a term ending December 31, 2024;*

*Reappoint to the **Parks & Community Activities Board** Shelly Cannon and Kara McDaniel to terms ending January 15, 2025;*

*Reappoint to the **Sister City Advisory Board** Kelly Butler, Whitney Moulden and Alisa Murphy to a term ending December 31, 2024 and appoint Georgia Moore to a term ending December 31, 2024.*

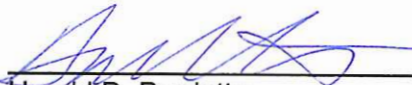
Requires a second and vote by the Governing Body.

POLICY REPORT PWD NO. 22-02

**UPDATE FOR UNSAFE STRUCTURE
2201 MAGNOLIA DRIVE**

January 11, 2022

Prepared by:



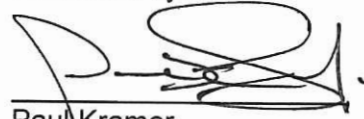
Harold D. Burdette,
Chief Building Inspector

Reviewed by:



Brian D. Faust
Director of Public Works

Reviewed by:



Paul Kramer,
City Manager

ISSUE

Consider current status of the structure located at 2201 Magnolia Drive.

BACKGROUND

The structure was damaged by fire on July 3, 2021. The City received a check from insurance proceeds for \$27,046.40. A Public Hearing was held on October 12, 2021 regarding the status of repairs. The Commission adopted Resolution No. B-2298, giving the owners 90 days to complete the repairs.

Substantial progress has been made on this project. The exterior repairs have been completed and the interior is to the point that all rough-in inspections have been approved and wall finishes can be installed. Staff will continue to monitor the project and perform inspections until the repairs have been completed.

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

The repairs on this structure have progressed to the point that staff is comfortable recommending to the City Commission that releasing the funds is appropriate and consistent with similar projects.

RECOMMENDATION

Staff recommends that the City Commission determine that the structure is no longer considered unsafe or hazardous, and authorizes the return of the insurance proceeds to the owner.

ATTACHMENT

Photo of structure

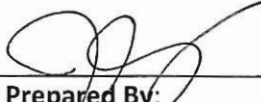


01/03/2022

POLICY REPORT

Review Unsafe and Dangerous Structures

January 11, 2022



Prepared By:
Julie Hurley,
Director of Planning and Community
Development



Reviewed By:
Paul Kramer,
City Manager

DISCUSSION

On September 14, 2021, the City Commission adopted Resolution B-2292 regarding demolition of 18 structures. At that time, the Commission voted to grant an extension to November 9, 2021 for 8 properties, including 767 Charles Street. At the November 9, 2021 meeting, the City Commission voted to grant an extension to January 11, 2022 for 767 Charles Street. The current status of the property is as follows:

1. **767 Charles** – Single family house and accessory structure, last water service 2/18/2018. Property has been sold to Kevin Lis. Mr. Lis has indicated to staff his intent to apply for the vacation of the City owned ROW behind the property, as a portion of the existing detached garage currently sits within the ROW. Staff has been in contact with a local surveyor who is working on the survey required for the vacation request and expects an application to be made shortly. A building permit to re-roof a portion of the house was issued on 12/10/21.

RECOMMENDED ACTION

- Motion to remove listed property from demolition list.
- Motion to grant extension to complete repairs to listed property.
- No further action (will allow staff to proceed with demolition process for property).

Determination of Unsafe or Dangerous Structure			
Address:	767 Charles		
Owner	Description	Taxes	Parcel Number
CLAYTON BENEDICT BOLLIN	1 Story house with garage	Current	052-077-35-0-40-17-002.00-0
Legal Description: S35, T08, R22E, PT SE1/4 BEG NE COR LT 6 BLK 8 BENZ'S ADD, E50', S124', W50', N124' TO POB			
Date of Inspection	Zoning		Parcel Size
06/14/2021	R1-6		6,170 sq ft
# 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:

- 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:

Last water service 2/18/18



PROPERTY REMEDIATION AGREEMENT

Owner: Clayton Benedict Bollin
 Site Address: 767 Charles
Leavenworth, KS 66048

The owner(s) of the property located at _____ 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)	September 10, 2021	Roof - replace entire roof
2)	September 10, 2021	Siding - replace/repair all damaged exterior walls & siding Soffits & Eaves - repair/replace all damaged soffits and eaves
3)	September 10, 2021	Windows & doors - replace/repair all damaged windows & doors and associated trim
4)	September 10, 2021	Paint - remove all peeling paint and repaint entire exterior.
5)	September 10, 2021	Replace/repair front porch

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 free of junk and clutter, as well as excessive vegetation while I am remediating the property.

Notary Area

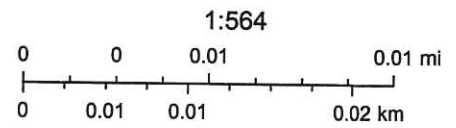
Signature

Date

767 Charles



1/6/2022, 10:18:35 AM



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



(To Be Published in the Leavenworth Times on September 21, 2021)

RESOLUTION NO. B-2292

A FINDING THAT CERTAIN STRUCTURES HEREIN DESCRIBED ARE UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the environmental officer of the City of Leavenworth, Kansas, did on the 15th day of June, 2021 file with the Governing Body a statement in writing that certain structures hereinafter described are unsafe and dangerous; and

WHEREAS, the Governing Body did adopt Resolution No. B-2287 fixing the time and place of a hearing at which the owner, their agents, any lienholders of record, and occupants of such structures could appear and show cause why such structure should not be condemned and ordered repaired or demolished and providing for giving notice thereof as provided by law; and

WHEREAS, Resolution No. B-2287 was published in the official City newspaper on August 3, 2021 and August 10, 2021, and a copy of said Resolution was mailed and served on the owner, agents and/or lienholder of record of such structure as provided by law; and

WHEREAS, on September 14, 2021, the Governing Body heard all evidence submitted by the environmental officer of the City and heard any evidence submitted by the owner, agents, or lienholders of record.

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

Section 1. That the Governing Body hereby finds that the following structures are unsafe and dangerous structures. The owner of each structure is hereby directed to commence repair or removal of such structure on or before that date which is **ten (10) days** from the date of the publication of this resolution, and if such owner fails to commence such repair or removal within the time stated or fails to diligently prosecute the same until the work is complete, said Governing Body shall cause the structure to be razed and removed and the cost of such razing and removing, less salvage, if any, will be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

1. A detached garage/shed located at **733 Pawnee Street**, legally described as Lot 30, Block 102, Day & Macaulay's Subdivision, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0772601409007000.

2. A one-and-a-half story wood frame house and any accessory structures on the property located at **910 Sherman Avenue**, legally described as Lots 16 and 17, Block 16, Central Subdivision, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0773501015006000.
3. A two-story wood frame apartment building and any accessory structures on the property located at **1050 10th Avenue**, legally described as the North 50 feet of Lots 1, 2 and 3, Block 9, Stilling's Subdivision, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0773503011001000.

Section 2. That the Governing Body hereby finds that the following structures are unsafe and dangerous structures. The owner of each structure is hereby directed to commence repair or removal of such structure on or before that date which is listed below, or within the number of days after publication of this resolution as listed below, and if such owner fails to commence such repair or removal within the time stated or fails to diligently prosecute the same until the work is complete, said Governing Body shall cause the structure to be razed and removed and the cost of such razing and removing, less salvage, if any, will be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

The following properties are hereby given an extension for repair or removal at which time the Governing Body will review at their regular meeting to be held on **November 9, 2021**.

1. A one-story wood frame house and any accessory structures on the property located at **620 Osage Street**, legally described as Lots 23 and 24, Block 80, Leavenworth City Proper, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0772604109008000.
2. A two-story brick frame house and any accessory structures on the property located at **869 Sherman Avenue**, legally described as the West 19 feet of Lot 13 and all of Lots 14 and 15, Block 12, Central Subdivision, a subdivision in the City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0773501017003000.
3. A one-story wood frame house and any accessory structures on the property located at **918 Pottawatomie Street**, legally described as Lot 34, Block 24, Cochran and Mulligan's Subdivision, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0772604210013000.
4. A one-story wood frame house and any accessory structures on the property located at **919 Pottawatomie Street**, legally described as Lots 13 and 14, Block 21, Cochran and Mulligan's Subdivision, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0772604303006000.
5. A one-story wood frame house and any accessory structures on the property located at **706 Garfield Street**, legally described as Lots C and D in Stout's Replat of Lots 1, 2, 3, 4 and 5 in Block 7 of Fenn's Broadway Subdivision, City of Leavenworth, Leavenworth County, Kansas. CAMA No. 1010201022011000.

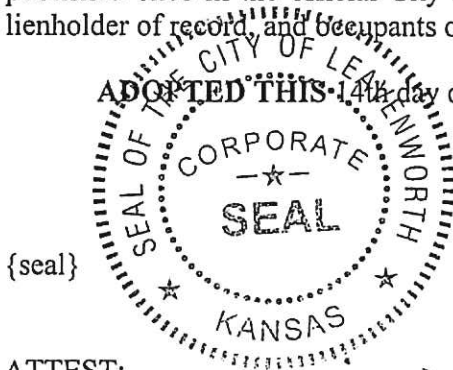
6. A one-story wood frame house and any accessory structures on the property located at **767 Charles Street**, legally described as a tract in the Northeast Quarter of Southeast Quarter of Section 35, Township 8, Range 22, City of Leavenworth, Leavenworth County, Kansas, described as: Beginning at the Northeast corner of Lot 6, Block 8, Benz's Subdivision, thence East 50 feet; thence South 124 feet; thence West 50 feet to the East line of said subdivision, thence North 124 feet to the beginning. CAMA No. 0773504017002000.

7. A one-and-a-half story wood frame house and any accessory structures on the property located at **1921 5th Avenue**, legally described as Lots 10 and 11, Block 19, in Rees, Doniphan and Thornton Subdivision, a subdivision in the City of Leavenworth, Leavenworth County, Kansas, together with that portion of vacated alley accruing thereto. CAMA No. 1010102023011000.

8. A one-story wood frame house and any accessory structures on the property located at **204 N. 17th Street**, legally described as Lot 3, Amron Acres, a subdivision to the City of Leavenworth, Leavenworth County, Kansas. CAMA No. 0782704017008000.

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

ADOPTED THIS 14th day of September 2021



{seal}

Nancy D. Bauder

 Nancy D. Bauder, Mayor

ATTEST:

Carla K. Willfamson

 Carla K. Willfamson, CMC City Clerk

- **767 Charles** – Single family house and accessory structure, last water service 2/18/2018. Owner indicated his intent to self-demo property. Siding has been partially removed from primary structure. Staff has been contacted by another individual indicating that he has reached a verbal agreement to purchase property from the current owner, pending ability to vacate a portion of unused ROW adjacent to property, as a portion of the detached garage is on the ROW.

Clayton Bollin - Owner addressed the commission

- Has a signed contract to sell the house and would close soon maybe this week
- New buyers intention is to rehab the property

Ms. Hurley recommended giving an extension for new owner.

There was a consensus to give a 60 day extension to review at the January 11, 2022 meeting.

- **1921 5th Ave** – Single family house, last water service 3/16/2011. No change, no contact from owner since last review. This property was previously considered for demolition in 2017.

No further action taken by the Commission.

- **204 N. 17th** – Single family house, last water service 6/9/2015. Building permit for interior renovations issues on 9/2/2021. Owner signed remediation agreement and indicated intent to complete repairs. No contact from owner since last review. Contractor hired by owner contacted staff and indicated his intent to remove himself from the project due the condition of the property.

Gary Nelson owner present

- Windows replaced by prior contractor and should not have been because the wall was rotten
- Decided to take out additional area of the wall to repair properly
- All windows have now been replaced
- House is structurally sound and safe

Ms. Hurley stated it no longer fits the criteria as dangerous and unsafe.

There was a consensus by Commission to remove from the demolition list.

Ms. Hurley recapped the actions by the Commission:

620 Osage – no action
869 Sherman –remove
918 Pottawatomie – remove
919 Pottawatomie – no action
706 Garfield – remove
767 Charles – 60 day extension
1921 5th Ave – no action
204 N 17th – remove


**POLICY REPORT
CONSIDER AMENDMENTS AND UPDATES TO CITY FEE SCHEDULE**

JANUARY 11, 2022

Prepared By:


City Clerk's Office

Approved By:


Paul Kramer, City Manager

ISSUE:

Consider amendments and updates to the City Fee Schedule of the following:

- Add missing language to garage sales permit “up to 3 consecutive days”
- Updates and changes to Performing Arts Center fees
- Add fees for Lot split and Lot combination application fees

Garage sales permits

Add “up to 3 consecutive days” to the schedule. This was previous language and it was inadvertently omitted when the fee schedule was put in place with the recodification of the code of ordinances in 2019. No change to the actual fee.

Garage sales—per sale – up to 3 consecutive days	5.00
---	------

Parks and Recreation Department – Performing Arts Center Tickets updates and amendments:

To offset the continuous rising costs of production house fees and costs associated with playwrights and scripts, the River City Community Players (RCCP) have recommended an increase in ticket prices for performances at the Performing Arts Center. Prices were last increased in 2013. This price increase keeps the ticket price in line with nearby community theaters while helping to offset higher production costs. The RCCP presented this increase to the Parks and Community Activities Advisory Board at their December 13, 2021 meeting. The Parks and Community Activities Advisory Board voted unanimously to recommend this increase for consideration by the Leavenworth City Commission. RCCP President Ron Mazzia is in attendance to discuss the fee increase recommendations.

Performing Arts Center—Tickets		
Youth—12 years old and under	10.00	8.00
Student (with student ID)	12.00	10.00
Adult	15.00	12.00
Senior (62 and older)	12.00	10.00
Military (with ID)	12.00	10.00
Groups 8 or more (per person)	12.00	
Platinum season ticket	450.00	350.00
Gold season ticket	360.00	280.00
Silver season ticket	270.00	210.00
Bronze season ticket	180.00	140.00
Double copper season ticket	90.00	70.00
Single copper season ticket	45.00	35.00

Planning and Community Development – Add application fee

Director of Planning and Community Development Julie Hurley has requested the addition of an application fee for Lot splits and Lot combinations. Staff recommends the fee be set at \$150.00. Lot splits and lot combinations are routine applications that do not alter development patterns or impact public services. Lot splits involve a single split of one lot resulting in two separate lots, and lot combinations involve the combining of two separate lots into one lot. While these applications are routine in nature and do not typically involve the extensive staff time required by major subdivisions, they do require submittal of a survey or plot plan and thorough review by multiple staff members prior to approval and recording with the County Register of Deeds. In 2021, a total of 5 lot splits or combinations were processed by staff.

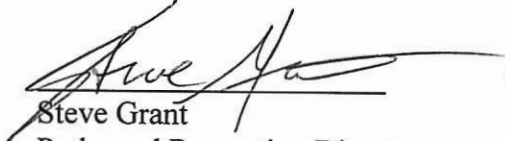
Zoning and Subdivisions (Development Regulations)	
	\$ Amount
Appeals to city commission—each	75.00
Board of zoning appeals application fee—each	350.00
Fence permit —each	20.00
Preservation commission major certificate review—each	200.00
Rezoning application fee—each	350.00
Lot split application fee – each	150.00
Lot combination application fee – each	150.00

ACTION:

Motion to approve the amendments to the fee schedule as presented to be effective January 12, 2022.

POLICY REPORT NO. P&R 01-22
Parks & Recreation Department
Shared Facility Usage Agreement with University of St. Mary
January 11, 2022

PREPARED BY:


Steve Grant
Parks and Recreation Director

REVIEWED BY:


Paul Kramer
City Manager

ISSUE:

Consider shared facility usage agreement with the University of St. Mary (USM).

BACKGROUND:

In October of 2021, University of St. Mary Athletic Director Rob Miller approached the City of Leavenworth Parks and Recreation Department with interest in the possibility of utilizing the City-owned tennis courts at David Brewer Park for their new tennis program that will commence in September of 2022. Staff discussed the inquiry, as well as our own departmental needs for additional court space for our youth basketball games. City staff responded with the possibility of a shared facility agreement between the two parties in which USM would be able to utilize tennis courts at David Brewer free of charge, and in return the Parks and Recreation Department would be able to utilize the McGilley Field House basketball courts owned and operated by USM for games associated with the City youth basketball program. USM administrative staff responded favorably to the agreement.

City Attorney David Waters, along with input from City staff, drew up the attached agreement. This agreement is for two years and may be extended at its end by mutual written agreement of both parties. This agreement is vital for the Parks and Recreation Department in administering the youth basketball program. The agreement was presented to the Parks and Community Activities Advisory Board at their December 10, 2021 meeting. The Board voted unanimously for approval of the agreement to be recommended to the City Commission.

RECOMMENDATION:

Staff sees this as a win-win partnership with USM and fully recommends the approval of this agreement.

BUDGET IMPACT:

There is no budget impact associated with this agreement.

ATTACHMENT:

Shared Usage Facility Agreement

SHARED FACILITIES USAGE AGREEMENT

THIS SHARED FACILITIES USAGE AGREEMENT ("Agreement") is made and entered into effective as of the last date of signature indicated below (the "Effective Date"), by and between the **University of St. Mary** ("University"), and the **City of Leavenworth, Kansas** ("City").

WHEREAS, University is the owner of certain land and improvements commonly known as the McGilley Field House located at 4065 Hughes Road, Leavenworth, Kansas (the "Field House");

WHEREAS, City is the owner of certain land and improvements consisting of six (6) tennis courts located at David Brewer Park, 1801 Ottawa Street, Leavenworth, Kansas (the "Tennis Courts");

WHEREAS, City desires to use Field House, and University is willing to allow the same on the terms and conditions set forth in this Agreement; and

WHEREAS, University desires to use the Tennis Courts, and City is willing to allow the same on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Term**. The term of this Agreement (the "Term") shall be from the Effective Date through June 30, 2023, unless earlier terminated as provided herein. Upon expiration, this agreement may be extended for an additional time period as determined and agreed upon by both parties.

2. **City Use of Field House**. University hereby allows City to use the Field House, on an exclusive basis, for City's youth basketball program between the hours of 8:30 AM through 2:30 PM, on the following dates:

Last Four (4) Saturdays of January and February, 2022:

-January 8, 2022; January 15, 2022; January 22, 2022; January 29, 2022;
-February 5, 2022; February 12, 2022; February 19, 2022; February 26, 2022.

Last Four (4) Saturdays of January and February, 2023:

-January 7, 2023; January 14, 2023; January 21, 2023; January 28, 2023;
-February 4, 2023; February 11, 2023; February 18, 2023; February 25, 2023.

Such use shall include the parking areas serving the Field House. University shall ensure and provide for unlocked access to the Field House and all existing utilities and custodial services for the Field House, at no charge to City. University shall also provide, at no additional charge to City: seating on the balcony for spectators; score tables for both courts; scoreboards and equipment for operating such scoreboards, for both courts; and team benches for both courts. City and University agree to reasonably cooperate with each other to accommodate changes to schedule and facility needs. University shall take all such steps as may be reasonably necessary to reserve the Field House for City's exclusive use.

3. **University Use of Tennis Courts**. City hereby allows University to use the Tennis Courts, on an exclusive basis, for University's tennis program between the hours of 3:00 PM through 6:00 PM, Mondays through Fridays, on the following dates:

2022 Portion of Tennis Season:

-September 1, 2022, through October 31, 2022.

2023 Portion of Tennis Season:

-February 1, 2023, through May 31, 2023.

City shall ensure and provide for unlocked access to the Tennis Courts and all existing utilities for the Tennis Courts, at no charge to University. City and University agree to reasonably cooperate with each other to

accommodate changes to schedule and facility needs. City shall take all such steps as may be reasonably necessary to reserve the Tennis Courts for University's exclusive use.

4. Indemnity.

(a) To the extent permitted under applicable law, City shall indemnify, defend, and save University harmless from and against any and all claims, actions, damages, liability, and expenses (including reasonable attorneys' fees) in connection with loss of life, bodily injury, personal injury, or damage to property arising from or related to the occupancy or use by City of the Field House or occasioned wholly or in part by any act or omission of City, its officers, agents, employees, contractors, or other invitees, or due to or arising out of any breach by City of this Agreement; provided, that the foregoing indemnity shall not apply to the extent any such claims, actions, damages, liability, or expenses are caused by University, or University's officers, agents, employees, contractors, or other invitees.

(b) To the extent permitted under applicable law, University shall indemnify, defend, and save City harmless from and against any and all claims, actions, damages, liability, and expenses (including reasonable attorneys' fees) in connection with loss of life, bodily injury, personal injury, or damage to property arising from or related to the occupancy or use by University of the Tennis Courts or occasioned wholly or in part by any act or omission of University, its officers, agents, employees, contractors, or other invitees, or due to or arising out of any breach by University of this Agreement; provided, that the foregoing indemnity shall not apply to the extent any such claims, actions, damages, liability, or expenses are caused by City, or City's officers, agents, employees, contractors, or other invitees.

5. Miscellaneous. City and University may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representative of the parties. In the event any clause, paragraph or provision of this Agreement should be found to be invalid by reason of any statute, law or judicial decision, then the remainder of the Agreement shall nevertheless remain in full force and affect the same as if such paragraph or provision has been deleted. Should either party of this agreement no longer require the usage of the other's facility, this agreement requires that party must still provide the facility outlined in #2 or #3 above for the term of this agreement. This Agreement shall be governed under the laws of Kansas.

IN WITNESS WHEREOF, City and University have executed this Agreement as of the Effective Date.

CITY OF LEAVENWORTH, KANSAS

UNIVERSITY OF ST. MARY

By: _____

By: Debra Steele SCL

Printed Name: _____

Printed Name: Debra Steele SCL

Title: _____


Title: President


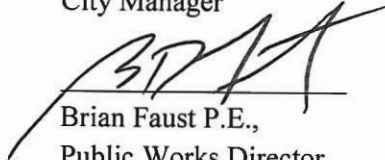
Date: _____

Date: 12/10/21

POLICY REPORT NO. 22-01
Water Pollution Control Division
Purchase of Ultraviolet Lamps from Ray Lindsey Company

January 11, 2022

Prepared by: 
Tim Guardado,
WPC Superintendent

Reviewed by: 
Paul Kramer,
City Manager

Brian Faust P.E.,
Public Works Director

Issue:

Consider the Sole Source purchase of 480 Low-Pressure, High-Volume Ultraviolet (UV) Lamps and Associated parts to replace all lamps in Channel #1 of our Trojan 3000plus UV system.

Background:

The Ultraviolet disinfection system was placed in service in 2012. New lamp warranties are for 12,000 hours or 36 months from the date of purchase. The current lamps were replaced in 2016 and have 11,963 hours on them.



UV Channel



UV Lamps

In an effort to save on the cost of replacing lamps, the City has maintained a steady flow to the UV system by installing variable speed drives for several of our upstream pumps. This has resulted in less on and off cycles of the lamps meaning fewer hour and fewer chances of lamps and ballast burning out. Staff has also worked with Ray Lindsey Company to reprogram the lighting controller. This adjusted the number and intensity of the lamps that are on at any one time, further reducing hours on the lamps and extending their operational life. These efforts have bought another couple of years on each channel.

Budget Impact

• 480 Wiper Seal Kits \$33.33 per kit:	\$ 15,998.40
• 960 Wiper Seal \$11.50 per seal:	\$ 11,040.00
• 480 lamps \$219.05 per lamp:	\$105,144.00
• <u>48-10 pack sleeve sealing O-ring \$2.33 per pack:</u>	<u>\$ 111.84</u>
Total Cost:	\$132,294.24

WPC City staff will remove and replace lamps to eliminate 3rd-party installation costs.

City staff has looked for Cooperative pricing with Rita Parker (Program Coordinator, Kansas City Regional Purchasing Cooperative Mid-America Regional Council). We have found no such contracts out there. Staff has also looked into a 3rd-party supplier with the same lamps. At this time staff recommends staying with Ray Lindsey based on warranty and past performance of the company. Staff will continue reviewing 3rd-party suppliers moving forward.

Staff Recommendation:

Staff recommends the City Commissioners approve the Sole Source purchase of 480 UV lamps with the associated parts and supplies from Ray Lindsey Company for a cost not to exceed \$132,294.24.

Options/Alternatives: The City Commission can accept the recommendation from City Staff, or can ask the staff to re-bid.

Attachments:

- Sole Source Request UV Lights Replacement
- Quote from Ray Lindsey Company
- High Output Amalgam Lamps
- Protecting your Investment - LP & LPHO Lamps
- Trojans Lifetime Disinfection Guarantee

Sole Source Request

Requesting Department: WPC

Accounting: 40520-7699-7399

Good or service requested as a sole source:

Lamps and associated parts to replace.

Vendor: Ray Lindsey Company Telephone: 816.388.7440

Vendor Address: 17221 Bel Ray Place Belton, MO 64012

Estimated Cost: \$132,294.24

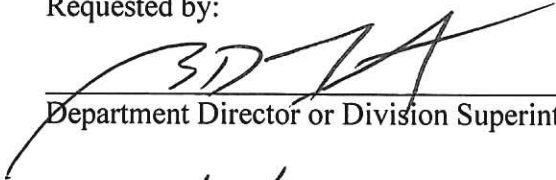
Alternate goods/service and vendors that are available to fulfill the required departmental use (if answer in NONE, a full explanation is required on the factors that led to that conclusion):

City staff has been looking into 3rd party vendors. We are gathering information on their warranties and how buying their lamps will effect the guarantee from Ray Lindsey. As well staff has looked for cooperative purchasing none have been found.

Explanation of why the estimated cost noted above is fair and reasonable:

Ray Lindsey is the sole distributor for Trojan in this area. To keep our guarantee we have with Ray Lindsey we use their product. This replacement is recommended to be sure the WPC plant continues to meet KDHE permit requirements.

Requested by:


Department Director or Division Superintendent

Approved by:

Finance Director or City Manager

Date: 1/6/2022

Date: _____



17221 Bel Ray Place
 Belton, MO 64012
Phone: 816-388-7440
Fax: 816-388-7434

Ray Lindsey Company

Quote

Date	11/2/2021
Quote No.	Q20153700

Name / Address
City of Leavenworth 100 North 5th St. Leavenworth, KS 66048

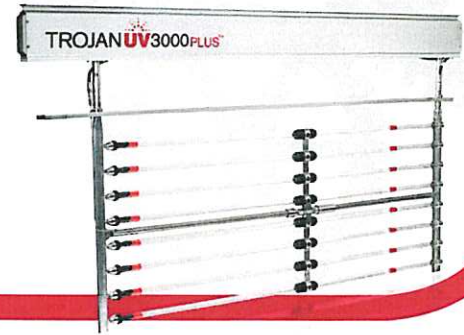
Ship To
City of Leavenworth 913-758-6646 1800 S. 2nd Street Leavenworth, KS 66048

Cust. P.O.	Est. Ship Date	Rep	Ship Via	FOB	Project/Job
TBD	11/2/2021	EMJ	BEST WAY	FACTORY	

Qty	Item Description	Unit Cost (ea)	Extended Price
480	Trojan PN# 794447-ORD LAMP	219.05	105,144.00
48	Trojan PN# 316144P SLEEVE SEALING O-RING PKG OF 10	2.33	111.84
480	Trojan PN# 327122 WIPER SEAL KIT	33.33	15,998.40
960	Trojan PN# 327121 WIPER SEAL	11.50	11,040.00

	Total	\$132,294.24
--	--------------	--------------

TROJANUV HIGH OUTPUT AMALGAM LAMPS GUARANTEED DISINFECTION



Performance of your TrojanUV system is independently validated and is guaranteed for life – when you use Genuine TrojanUV high output amalgam lamps.

Your TrojanUV system was designed for End of Lamp Life (EOLL) - meaning the number of UV lamps installed at your plant was carefully selected to

ensure the required UV dose gets delivered throughout the lamp's entire lifespan of 12,000 hours (1 year = 8,760 hours).

If non-TrojanUV (non-Genuine) lamps are installed in your system, disinfection performance and permit compliance are at risk (see Figure 1).

CHART LEGEND

1. Your TrojanUV system is designed for a high EOLL
2. Even when new, non-Genuine lamps have lower levels of output
3. Even if non-Genuine lamps continue to turn on after 1 year, the UV output is so low, disinfection is severely at risk
4. UV output measured while lamps are dimmed reveals further inefficiencies in non-Genuine lamps
5. Additional power is needed to try to deliver the required UV dose using non-Genuine lamps

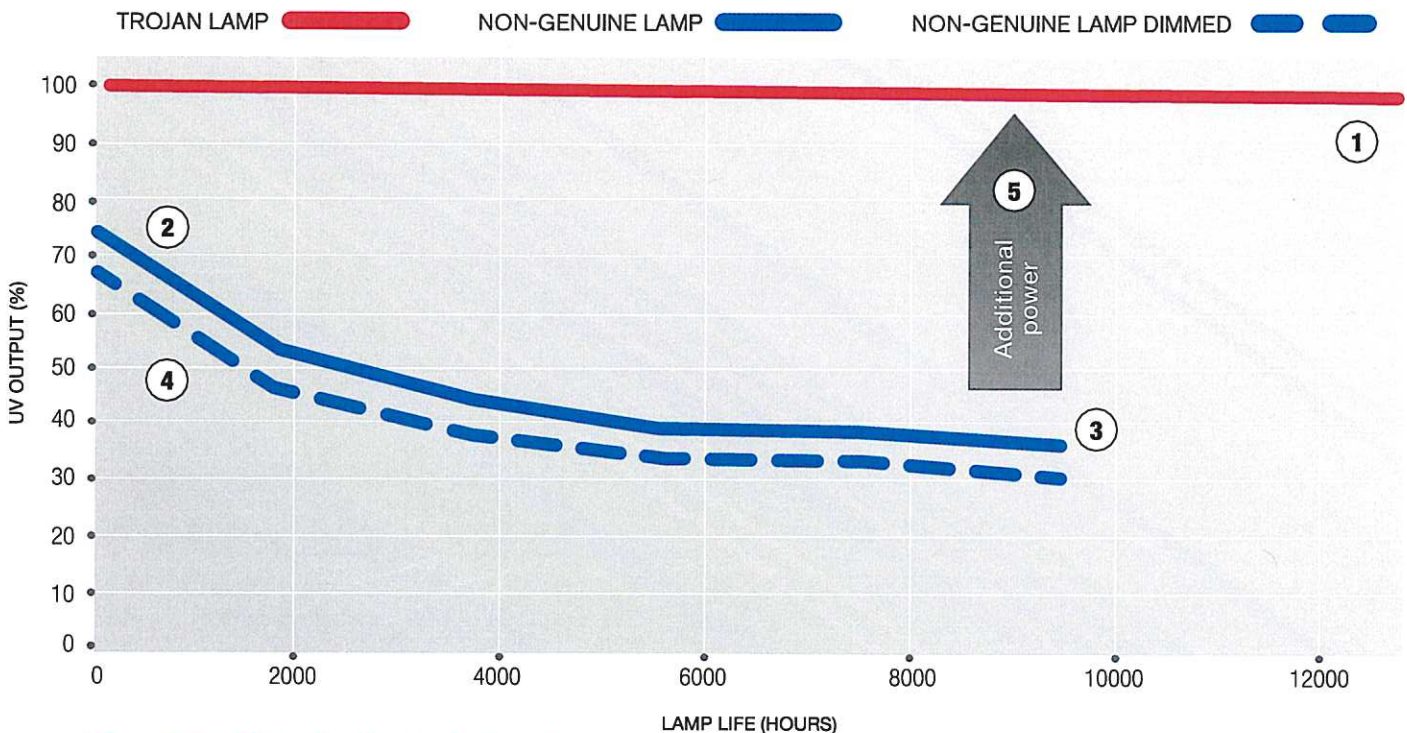


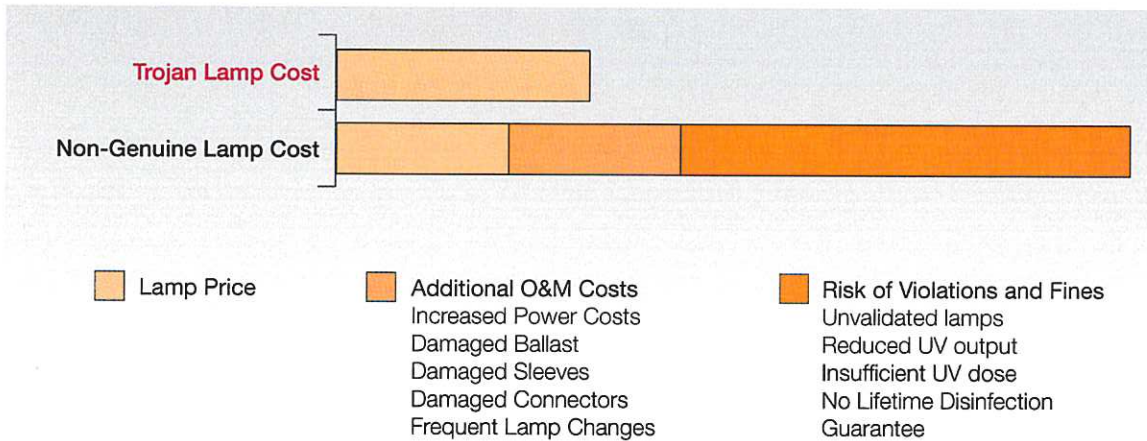
Figure 1: TrojanUV vs. Non-Genuine Amalgam Lamps

Source: GAP EnviroMicrobial Services, Dec. 2011
Testing done in accordance with industry protocols (NWRRI). Lamps are aged and tested in water tanks to simulate real-world operating conditions and third party witnessed.



TOTAL COST SAVINGS

HOW MUCH DO NON-GENUINE LAMPS REALLY COST?



Use of Non-Genuine lamps will void safety certifications (UL, CSA etc.) and damage other system components such as connectors, lamp plugs and ballasts leading to even higher O&M costs and increased maintenance.

THE BOTTOM LINE

Non-Genuine Lamps

Actual disinfection performance and long-term compatibility are unknown, unpredictable, risky, potentially dangerous and ultimately more expensive.

Genuine TrojanUV Lamps

Ensure disinfection and maintain your warranties and Lifetime Performance Guarantee. Operate your UV system as engineered/ designed and maintain specified UV dose.

Don't risk permit compliance.

Contact your local TrojanUV Representative or visit <http://www.trojanuv.com/getgenuine> to contact our Client Services / After Market Parts Team.

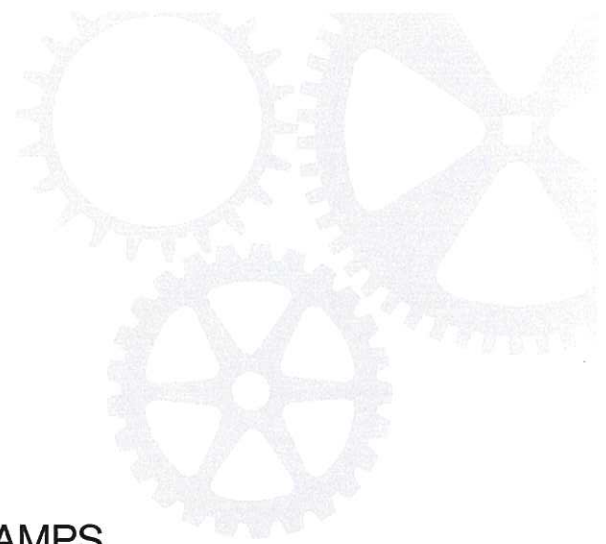


GET GENUINE.

"If it's not a Genuine Trojan part, it shouldn't be part of your Trojan system."



GET GENUINE.



PROTECTING YOUR INVESTMENT: TROJANUV3000™, TROJANUV3000PLUS™ LAMPS

What Is At Risk If I Use Non-Genuine Lamps In My Trojan System?	What Could This Mean For Me?
Lifetime Performance Guarantee	<ul style="list-style-type: none"> ▪ Trojan cannot guarantee that disinfection targets will be achieved and reserves the right to refuse service or support to trouble-shoot disinfection performance concerns
System Warrantees	<ul style="list-style-type: none"> ▪ Trojan reserves the right to refuse technical service or support to systems operating without genuine components ▪ Loss of system certifications and validations including UL, CE, CSA and DVGW.
Lamp life may be reduced	<ul style="list-style-type: none"> ▪ Early lamp failures ▪ Lamps fail prior to warranty period ▪ Increased cost for frequent lamp replacements ▪ Increased maintenance due to frequent lamp changes ▪ Unpredictable lamp behavior
Disinfection effectiveness may be reduced	<ul style="list-style-type: none"> ▪ Lower UV output ▪ Less UV light available for disinfection ▪ Unknown output at lower power levels as lamp may operate too cold and extinguish as power levels change
System reliability may be compromised	<ul style="list-style-type: none"> ▪ Physical lamp dimensions may not match system design ▪ Number of lamp pins/connectors may not be suitable for the lamp socket, wiring and ballast ▪ Lamp wires or amalgam spot may interfere with UV Intensity sensor reading
Electrical systems integrity may be compromised	<ul style="list-style-type: none"> ▪ Lamp may not connect properly to the power supply (ballast), affecting UV output and creating safety concerns
Damage to the ballast	<ul style="list-style-type: none"> ▪ The ballasts in your UV system are designed and validated to operate with a specific UV lamp. ▪ Use of Trojan genuine lamps and ballasts ensures optimum: <ul style="list-style-type: none"> ▪ Lamp ignition voltage ▪ Lamp operating current ▪ Lamp operating voltage ▪ Lamp ignition parameters
Damage to integral system components	<ul style="list-style-type: none"> ▪ Materials used to manufacture competitor lamps may “off gas” damaging the lamp, sleeve and connector ▪ Trojan has strict specification on lamp pin quality and dimensions. Poor quality pins can result in lamp fires, damage to lamp connector, wiring, module board and ballast



TROJAN'S

Lifetime Disinfection Guarantee.

With your purchase of your UV disinfection system, Trojan Technologies provides a life-time guarantee that your system will meet the specified level of disinfection – enabling you to confidently meet your permit requirements.

In order to maintain this Guarantee, the following conditions must be met:

- Your Trojan system must be operated within the original design parameters for flow rates and influent water quality.
- Your Trojan system must be operated and maintained in accordance with procedures outlined in your Operation & Maintenance manual, including recommended regular maintenance.
- Only Genuine Trojan replacement parts are used in the system (*refer to list of key components*).
- Field service for your Trojan system is supervised or provided by Trojan-Certified Service Technicians.

IMPORTANT INFORMATION

Trojan authorizes only tested, proven and validated components for use in our UV systems. *Should an alternate UV lamp be used in a Trojan system, the UV system shall be deemed "out of compliance" and the owner will not have access to the following:*

- Trojan's Lifetime Disinfection Guarantee
- Free 24/7 access to Technical Assistance Center
- Lamp recycling program
- Equally important, peripheral component warranties also risk being voided

Trojan Certified Service Technicians have completed an extensive training program, giving them the required technical, equipment and software knowledge to diagnose any on-site issues. Work performed on your system must be guided by our Operations & Maintenance manual, Technical Assistance Center, or be performed by a Trojan-Certified Service Technician.

Contact Us to discuss Genuine Trojan replacement parts, to book a Service Technician or if you have any questions regarding this Trojan's Lifetime Disinfection Guarantee.

3020 Gore Road London, Ontario, Canada N5V 4T7
T. 519.457.3400 F. 519.457.3030 www.trojanuv.com