



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:

Consideration of Previous Meeting Minutes:

1. Minutes from June 4, 2019 Special Meeting **Action:** Motion (pg. 3)

Second Consideration Ordinance:

2. Second Consideration Ordinance No. 8100 Rescind Special Use Permits
Action: Roll Call (pg. 5)

NEW BUSINESS:

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

General Items:

3. 2018 General Obligation Bonds & Temporary Notes Issuance Proceedings (pg. 7)
- a. Present Results of Bond and Notes Sale
 - b. Accept Proposals for Temporary Notes Sale, Series A2019 **Action:** Motion
 - c. Adopt Resolution B-2224 Issuance of A2019 Temporary Notes **Action:** Motion
 - d. Accept Proposals for the General Obligation Bonds, Series 2019-A **Action:** Motion
 - e. Adopt Resolution B-2225 General Obligation Bonds, Series 2019-A **Action:** Motion
 - f. Second Consideration Ordinance 8101 General Obligation Bonds, Series 2019-A **Action:** Roll Call

Resolutions:

4. Resolution B-2226 Establishing and Setting the Start Date of Elected Officials **Action:** Motion (pg. 49)

Bids Contracts and Agreements:

5. Consider Bids for Refuse Bags **Action:** Motion (pg. 51)
6. Consider Bids for Emergency Repairs-Limit Street Storm Pipe Replacement Project
Action: Motion (pg. 55)
7. Consider Engineering Services Contract with Wilson & Co for 2nd & Chestnut Drainage System Study
Action: Motion (pg. 57)

First Consideration Ordinances:

8. First Consideration Ordinance Amending Chapter 103 Stormwater **Action:** Consensus (pg. 71)
9. First Consideration Ordinance Amending Appendix F –Schedule of Fees **Action:** Consensus (pg. 85)
10. First Consideration Ordinance Amending Sec. 2-26 Composition; Elections; Terms of Office
Action: Consensus (pg. 101)

11. First Consideration Ordinance Amending Chapter 74 Parks & Recreation

Action: Consensus (pg. 105)

Consent Agenda:

Claims for May 25, 2019 through June 7, 2019, in the amount of \$1,915,179.11; Net amount for Payroll #12 effective June 7, 2019, in the amount of \$333,448.39; (No Police & Fire Pension).

Action: Motion

Other:

Adjourn

Action: Motion



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, and Mark Preisinger. Commissioner Larry Dedeke was absent.

Others present: City Manager Paul Kramer, Assistant City Manager Taylour Tedder, Public Works Director Mike McDonald, Deputy Public Works Director Mike Hooper, Water Pollution Control Superintendent Chuck Staples, Solid Waste Foreman Steve King, 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 Griswold second the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Bauder moved to approve the minutes from the May 14, 2019 regular meeting as presented. Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

NEW BUSINESS:

Bids, Contracts and Agreements:

Consider Bids for 2019 Pavement Management Program – Public Works Director Mike McDonald presented for consideration the bids for the 2019 Pavement Management Program. Staff recommends the approval of the bid from McAnany Construction in the amount of \$739,422.59. Bids were opened on May 22, 2019 and McAnany was the only bidder.

Commissioner Griswold moved to accept the bid from McAnany Construction for the 2019 Pavement Management Project in the amount not to exceed \$739,422.59. Commissioner Bauder seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

Consider Bids for Water Pollution Control Vehicle - Water Pollution Control Superintendent Chuck Staples presented for consideration the bids for a new 2019 Ram 2500 for the Wastewater Treatment Plant. Bids were obtained through National Auto Fleet Group (NAFG) a member of Sourcewell a cooperative bidding source allowed under the city purchasing policy. A bid of \$40,674.30 was received from NAFG.

Commissioner Bauder moved to approve the purchase of a 2019 Ram 2500 4x4 Tradesman truck at a cost not to exceed \$40,674.30. Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

First Consideration Ordinances:

First Consideration Ordinance to Rescind Special Use Permit – City Clerk Carla Williamson presented for first consideration an ordinance to rescind the special use permit for a childcare center located at 2001 10th Avenue. The owner has informed us that the childcare center closed in May of 2018.

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

First Consideration Ordinance General Obligation Bonds Series 2019-A – City Clerk Carla Williamson presented for first consideration an ordinance authorizing the issuance of \$1,400,000.00 aggregate principal amount of General Obligations Bonds Series 2019-A.

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

CONSENT AGENDA:

Commissioner Bauder moved to approve Claims for May 11, 2019 through May 24, 2019, in the amount of \$1,304,860.49; Net amount for Payroll #11 effective May 24, 2019, in the amount of \$336,069.00; (Includes Police & Fire Pension in the amount of \$11,572.36). Commissioner Griswold seconded the motion and the motion was unanimously approved. The Mayor declared the motion carried 4-0.

CLOSE SPECIAL MEETING:

Commissioner Preisinger moved to close the special meeting. Commissioner Griswold seconded the motion and the motion was unanimously approved.

Time Special Meeting Closed and moved into a Study Session 7:14 p.m.
Minutes taken by City Clerk Carla K. Williamson, CMC

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8100
RESCINDING SPECIAL USE PERMIT**

JUNE 11, 2019



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

BACKGROUND:

At the June 4 2019 City Commission special meeting the City Commission reviewed and placed on first consideration:

**AN ORDINANCE TO DISCONTINUE OR RESCIND CERTAIN
SPECIAL USE PERMITS IN LEAVENWORTH KANSAS.**

There have been no changes since first consideration.

Ordinance No. 8100 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8100

(Summary Published in the Leavenworth Times on June 14, 2019)

ORDINANCE NO. 8100

AN ORDINANCE TO DISCONTINUE OR RESCIND CERTAIN SPECIAL USE PERMITS IN LEAVENWORTH KANSAS.

WHEREAS, under the Appendix E of the City of Leavenworth Code of Ordinances, 2016 Development Regulations, Section 2.04 C, the Governing Body of the City of Leavenworth is given the power to administratively discontinue or rescind a special use permit; and

WHEREAS, property owners approved for a special use permit my request that such special use permit be rescinded.

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

Section 1. That the following special use permit is hereby rescinded by request of the property owner:

Name	Location	Use	Original Special Use Ordinance to Rescind	Date Approved
Linda & Ron Meinert	2001 10 th Avenue	Child Care Center	7626	10/12/2004

Section 2. This Ordinance shall take effect and be in force from and after its passage by the Governing Body, and its publication once in the official City newspaper.

PASSED AND APPROVED by the City Commission of the City of Leavenworth, Kansas, on June 11, 2019.

Jermaine Wilson, Mayor

ATTEST:

Carla K. Williamson, City Clerk

**POLICY REPORT
BOND AND NOTES PROCEEDINGS
TEMPORARY NOTES, SERIES A2019
GENERAL OBLIGATION BONDS SERIES 2019-A
RESOLUTION B-2224, RESOLUTION B-2225 AND ORDINANCE 8101**

JUNE 11, 2019

Prepared by:

Reviewed by:



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

ISSUE:

The issue before the City Commission is to consider proceedings for the Temporary Notes, Series A2019 and the General Obligation Bonds, Series 2019-A. The bond and note sale will be on Tuesday, June 11, 2019. Resolutions B-2224 and B-2225 and Ordinance 8101 attached are drafts and will be finalized after the bond and note sale on Tuesday, June 11, 2019. The results and final documents will be presented to the City Commission at the meeting on the evening of June 11, 2019.

General Obligation Bonds, Series 2019-A sold and issued in the amount of \$1,400,000 for the purpose of providing funds to permanently finance the cost of improvements, including redeeming and paying a portion of the A2018 Temporary Notes.

Temporary Notes, Series A2019 sold and issued in the principal amount of \$7,430,000 to temporarily finance the 2019 General Improvements (Pavement Management); Thornton Street Project; and 10th Avenue Improvement Project until after the project is complete.

ACTION REQUIRED:

- | | |
|--|-------------------------------|
| A. Accept Proposals for Temporary Notes, Series A2019 | ACTION: Motion |
| B. Adopt Resolution B-2224 Issuance of Temporary Notes, Series A2019 | ACTION: Motion |
| C. Accept Proposals for the General Obligation Bonds, Series 2019-A | ACTION: Motion |
| D. Adopt Resolution B-2225 Issuance of General Obligation Bonds, Series 2019-A | ACTION: Motion |
| E. Second Consideration Ordinance 8101 General Obligation Bonds, Series 2019-A | ACTION: Roll Call Vote |

ATTACHMENTS:

- Draft Resolutions B-2224, B-2225
- Draft Ordinance No. 8101

RESOLUTION NO. B-2224**A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TEMPORARY NOTES, SERIES A2019 OF THE CITY OF LEAVENWORTH, KANSAS, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$7,430,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF CERTAIN IMPROVEMENT PROJECTS IN THE CITY.**

WHEREAS, the governing body of the **City of Leavenworth, Leavenworth County, Kansas**, (the “City”) has in accordance with the requirements of law and Resolution No. B-2214 of the City adopted February 12, 2019, heretofore authorized the construction of certain general improvements together with all things necessary and incidental thereto in the City the maximum estimated amount of \$1,887,985.00 (the “General Improvements”) under the authority of Charter Ordinance No. 56 of the City; and

WHEREAS, the City has, pursuant to Resolution No. B-2217 of the City adopted February 26, 2019, as amended by Resolution No. B-2222 adopted May 14, 2019, authorized the improvement of (1) Thornton Street from the west line of 4th Street to the East line of 10th Avenue and (2) 10th Avenue from the south side of Spruce Street to the north right-of-way of Eisenhower Road or portions thereof by constructing and completing grading, storm drainage, concrete curb and gutter, asphaltic pavement and entrances, sidewalks, seeding, traffic control and other necessary items (including costs of necessary land and easement acquisition, utility relocation costs, design and engineering costs, legal costs, capitalized interest costs, and the costs of issuing bonds to finance the estimated total costs thereof) at an estimated maximum cost of \$6,040,000 (the “Main Trafficway Improvements”) under the authority of K.S.A. 12-685 et seq. (the General Improvements and the Main Trafficway Improvements are collectively referred to as the “Improvements”); and

WHEREAS, the City has no funds to finance the costs incurred by the City in providing the Improvements until Bonds are issued by the City for such purposes; and

WHEREAS, it is necessary for the City to provide funds to meet the City’s obligations incurred in connection with the Improvements prior to the completion of the Improvements and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City, said notes to be issued by the City pursuant to the provisions of K.S.A. 10-123, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAVENWORTH, KANSAS, that for the purpose of providing funds to pay the costs of making the Improvements until Bonds can be issued therefore, the governing body of the City be, and it is hereby, authorized to issue its Temporary Notes, Series A2019, in the aggregate principal amount of Seven Million Four Hundred Thirty Dollars (\$7,430,000) (the “Notes”). The Notes will consist of fully registered notes in the denomination of \$5,000 or any integral multiple thereof. The Notes shall initially be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York, (along with its successors and assigns, the “Securities Depository”) to which payments of principal on the Notes will be made by the Treasurer of the State of Kansas, Topeka, Kansas, (the “Note Registrar” and “Paying Agent”) in lawful money of the United States of America upon presentation of the Notes for payment and

cancellation. Individual purchases of Notes will be made in book-entry form only. Purchasers will not receive certificates representing their interest in Notes purchased. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among those financial institutions (the "Participants") for whom it effects book entry transfers and pledges of securities deposited with it from time to time and receive and transmit payment of principal of and interest on the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the beneficial owners as described in subsection (b). The Notes shall be dated June 27, 2019, shall become due in the amounts on the Stated Maturities (subject to redemption and payment prior to their Stated Maturities as provided herein), and shall bear interest at the rates per annum as follows:

<u>MATURITY</u> <u>DATE</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>
December 1, 2020	\$1,390,000	____%
December 1, 2022	6,040,000	____

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) and shall be payable in lawful money of the United States of America semiannually on June 1 and December 1 of each year commencing June 1, 2020, (the "Interest Payment Dates") until the principal of the Notes has been paid or at redemption prior to maturity, by check or draft of the City to the registered owners thereof appearing on the books of the Note Registrar as of the 15th day of the month next preceding such interest payment date (the "Record Dates").

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Notes being issued to any registered owner of any of the Notes ("Registered Owner") other than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, or (2) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes as are outstanding and unpaid, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, then the Note Registrar shall notify the Registered Owners of such determination or such notice and of the availability of certificates to beneficial owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver replacement Notes to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustment as it may find necessary or appropriate as to accrued interest; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City may after consultation with the Note Registrar select a successor securities depository in accordance with subsection (c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of any replacement Notes ("Replacement Notes"), all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the City is unable to locate a qualified successor of the Securities Depository in accordance with subsection (c) hereof, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to the beneficial owners thereof, as provided herein. The Note registrar may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Notes. The cost of printing, registration, authentication and delivery of Replacement Notes shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to it with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of any of the Notes for cancellation shall cause the delivery of such Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) The execution and delivery of the Representation Letter to the Depository Trust Company, New York, New York, by the Mayor in the form attached hereto as Exhibit A with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby authorized, and execution of the Representation Letter by the Mayor shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by the owners (both the Registered Owner and beneficial owners) of the Notes and payments of the principal of and interest on the Notes. The principal amount of the Notes shall not exceed the lesser of the amount of Bonds to be issued to permanently finance the costs of making the Improvements or the estimate of the cost of making the Improvements as prepared by the project engineer and approved by the governing body of the City.

BE IT FURTHER RESOLVED that the City may call the Notes for redemption and payment prior to maturity in whole or in part, (selection of the Notes to be redeemed to be determined by the City) at any time on or after June 1, 2020, at the redemption price (the "Redemption Price") of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the date of such redemption (the "Redemption Date").

Notes shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Notes are to be redeemed and paid prior to their stated maturity, such Notes shall be redeemed in such manner as the City shall determine. Notes of less than a full stated maturity shall be selected by the Note Registrar in \$5,000 units of principal amount in such equitable manner as the Note Registrar may determine. In the case of a partial redemption of Notes by lot when Notes of denominations greater than \$5,000 are then outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Note of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Note is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner or the Registered Owner's duly authorized agent shall forthwith present and surrender such Note to the Note Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange without charge to the Registered Owner thereof, for a new Note or Notes of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Registered Owner of any such Note fails to present such Note to the Paying Agent for payment and exchange as aforesaid, such Note shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Unless waived by any Registered Owner of Notes to be redeemed, if the City shall call any Notes for redemption and payment prior to the stated maturity thereof, the City shall give written notice of its intention to call and pay said Notes to the Note Registrar, and the

Underwriter. In addition, the City shall in accordance with the requirements of K.S.A. 10-129, as amended, cause the Note Registrar to give written notice of redemption to the Registered Owners of said Notes. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information: (a) the Redemption Date; (b) the Redemption Price; (c) if less than all outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed; (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and (e) the place where such Notes are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent. The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Notes or portions of Notes that are to be redeemed on such Redemption Date. Official notice of redemption having been given as aforesaid, the Notes or portions of Notes to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Notes or portion of Notes shall cease to bear interest.

In addition to the foregoing notice, the Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Note.

BE IT FURTHER RESOLVED that the Notes shall contain recitals and be in the form as prescribed by law. The Notes shall in addition to all other requirements be subject to the terms and conditions of the agreement entitled "Agreement Between Issuer and Agent" by and between the City and the Treasurer of the State of Kansas.

BE IT FURTHER RESOLVED that the Notes shall be executed by the facsimile or manual signature of the Mayor and City Clerk or Deputy City Clerk and the seal of the City shall be printed or affixed thereon and, after such execution and the registration of the Notes by the City Clerk and the State Treasurer, Topeka, Kansas, hereby designated as both the City's Note Registrar and Paying Agent in connection with the Notes, they shall be countersigned by the City Clerk or Deputy City Clerk and delivered to the purchaser thereof upon receipt of the purchase price thereof, said purchase price to be not less than the principal amount thereof plus accrued interest. The proceeds of the Notes shall be placed in the City Treasury and applied solely to pay the costs of the Improvements and the costs of issuing the Notes.

BE IT FURTHER RESOLVED that the Notes shall be issued and sold to, _____, _____, Kansas, accordance with both the Note Bid Form (the "Note Bid Form") between such purchaser and the City, the execution of which Note Bid Form is hereby authorized, and the terms and conditions of this Resolution.

BE IT FURTHER RESOLVED that the City covenants and agrees that no part of the proceeds of the Notes or other proceeds shall be used, at any time, directly or indirectly in a manner which if such use had been reasonably anticipated on the date of the issuance of the Notes would have caused the Notes to be or become "Arbitrage Bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the Regulations of the

Treasury Department thereunder proposed or in effect at the time of such use applicable to obligations issued on the date of issuance of the Notes.

BE IT FURTHER RESOLVED that the Notes are designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

BE IT FURTHER RESOLVED that the City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate attached to the Final Certificate of the City included in the transcript of proceedings regarding the Notes. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default of the City’s obligations either under this Resolution or in connection with the Notes; provided, however, any owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

BE IT FURTHER RESOLVED that the form of the Preliminary Official Statement and the Official Statement, both of which will be dated as of the date set forth thereon, all in the form presented at the meeting at which this Resolution is adopted, are hereby approved, ratified and confirmed, and the execution, circulation and distribution thereof are thereby approved, ratified and confirmed for and on behalf of the City in substantially the form presented at this meeting.

BE IT FURTHER RESOLVED that the authorization of the Improvements is hereby ratified and affirmed.

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after its passage and approval.

IT IS SO RESOLVED.

PASSED and approved this 11th day of June, 2019.

CITY OF LEAVENWORTH, KANSAS

ATTEST:

Jermaine Wilson, Mayor

Carla K. Williamson, CMC, City Clerk

(SEAL)

EXHIBIT A
(BLANKET ISSUER LETTER OF REPRESENTATION)

RESOLUTION

OF

CITY OF LEAVENWORTH, KANSAS

PASSED

JUNE 11, 2019



\$1,400,000
GENERAL OBLIGATION BONDS
SERIES 2019-A

RESOLUTION

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms.....	<u>Page</u> 1
--	------------------

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds.....	7
Section 202. Description of the Bonds.....	7
Section 203. Designation of Paying Agent and Bond Registrar.....	8
Section 204. Method and Place of Payment of the Bonds.....	8
Section 205. Registration, Transfer and Exchange of Bonds.....	9
Section 206. Execution, Registration, Authentication and Delivery of Bonds.....	10
Section 207. Mutilated, Lost, Stolen or Destroyed Bonds.....	10
Section 208. Cancellation and Destruction of Bonds upon Payment.....	11
Section 209. Preliminary and Final Official Statement.....	11
Section 210. Sale of the Bonds.....	11
Section 211. Book-Entry Bonds; Securities Depository.....	12

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption by the City.....	13
Section 302. Selection of Bonds to be Redeemed.....	14
Section 303. Notice and Effect of Call for Redemption.....	14

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds.....	15
Section 402. Levy and Collection of Annual Tax.....	15

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS

DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds and Account.....	16
Section 502. Disposition of Bond Proceeds.....	16
Section 503. Withdrawals from the Project Account.....	16
Section 504. Surplus in the Project Account.....	16
Section 505. Application of Moneys in Principal and Interest Account.....	16
Section 506. Application of Moneys in Rebate Fund.....	17

Section 507. Deposits and Investment of Moneys.....	17
Section 508. Nonpresentment of Bonds.....	18

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies.....	18
Section 602. Limitation on Rights of Owners.....	18
Section 603. Remedies Cumulative.....	19

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.....	19
------------------------------	----

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants.....	20
Section 802. Rebate Covenants.....	20
Section 803. Survival of Covenants.....	20
Section 804. Qualified Tax-exempt Obligations.....	20

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements.....	20
Section 902. Failure to Comply with Continuing Disclosure Requirements.....	21

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit.....	21
Section 1002. Amendments.....	21
Section 1003. Notices, Consents and Other Instruments by Owners.....	22
Section 1004. Further Authority.....	23
Section 1005. Severability.....	23
Section 1006. Governing Law.....	23
Section 1007. Effective Date.....	23
Passage.....	24
Signatures and Seal.....	24

- Exhibit A: Form of Bond
- Exhibit B: Letter of Representations

RESOLUTION NO. B-2225

A RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF \$1,400,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2019-A, OF THE CITY OF LEAVENWORTH, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO PERMANENTLY FINANCE CERTAIN PUBLIC BUILDING, MAIN TRAFFICWAY AND GENERAL IMPROVEMENTS TOGETHER WITH ALL THINGS NECESSARY AND INCIDENTAL THERETO; AND PRESCRIBING THE FORM AND DETAILS OF SAID BONDS, ALL PURSUANT TO CHARTER ORDINANCE NO. 56 OF THE CITY, AND ARTICLE 1 OF CHAPTER 10 OF THE KANSAS STATUTES ANNOTATED, ALL AS AMENDED.

WHEREAS, the Governing Body of the **City of Leavenworth, Kansas**, (the “City”) has, in accordance with the powers of home rule of all cities of the State of Kansas under Section 5 of Article 12 of the Constitution of the State of Kansas, passed and approved, by the vote of not less than two-thirds of the members-elect of the governing body of the City, Charter Ordinance No. 56 of the City, which charter ordinance was published once each week for two consecutive weeks in the official newspaper of the City with such charter ordinance taking effect, without protest, on the sixty-first (61st) day following the publication thereof; and

WHEREAS, Charter Ordinance No. 56 both exempted the City from the provisions of K.S.A. 13-1024a, which was applicable to the City but not uniformly applicable to all Kansas cities and therefor was, in accordance with the City’s powers of home rule, subject to the City’s authority to exempt itself from the whole or any part of said K.S.A. 13-1024a, and, in accordance with such power of home rule, provided substitute and additional provisions on the same subject as in both K.S.A. 13-1024a; and

WHEREAS, the City has, pursuant to Resolution No. B-2187 of the City adopted February 13, 2018, authorized the construction of certain general improvements in the total estimated amount of \$1,818,504 (the “2018 General Improvements”) to be made in the City under the authority of Charter Ordinance No. 56 of the City; and

WHEREAS, the City has, pursuant to Resolution No. B-2192 of the City adopted March 27, 2018, authorized the improvement of a portion of New Lawrence Road, from 20th Street Trafficway and continuing in a northeasterly direction a distance of 1,400 feet, by preparing, grading, constructing, and otherwise completing a new 31 foot wide, back of curb to back of curb, street with a road surface of 8” asphalt placed on 6” of AB-3 over geo-grid reinforcement material on compacted soil sub-grade together with storm drainage, concrete curb and gutter, entrances, and other necessary items at a maximum estimated cost of \$605,000 (the “New Lawrence Road Project”) under the authority of K.S.A. 12-685 et seq. (the 2018 General Improvements and New Lawrence Road Project are collectively referred to as the “2018 Improvements”); and

WHEREAS, the City has heretofore duly authorized, issued and delivered its \$3,460,000 Temporary Notes, Series A2018, dated June 28, 2018, (the “Series A2018 Notes”) pursuant to Resolution No. B-2201 (the “Series A2018 Note Resolution”) adopted June 12, 2018, in accordance with the requirements of K.S.A. 12-1736 et seq., K.S.A. 12-685 et seq. and Charter Ordinance No. 56 of the City in part to temporarily finance the costs of the 2018 Improvements, a portion of which Series A2018 Notes maturing on December 1, 2019, in the amount of \$1,360,000 will be redeemed and paid on July 1, 2019, from proceeds of the Bonds authorized herein and other legally available funds of the City; and

WHEREAS, other legally available funds of the City in the amount of \$188,108 will be used to redeem and pay a portion the City's Series A2018 Notes maturing on June 1, 2022, in the principal amount of \$185,000 together with accrued interest payable thereon on July 1, 2019, to pay a portion of the costs of the New Lawrence Road Project; and

WHEREAS, the Series A2018 Notes are subject to redemption and payment prior to maturity, in whole or in part, at any time on or after March 1, 2019, at the option of the City, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption; and

WHEREAS, all legal requirements pertaining to the 2018 General Improvements have been complied with and the total cost thereof, including bond issuance costs, is \$_____ (the "Project Cost") to be financed with the proceeds of general obligation bonds of the City in the principal amount of \$1,400,000 with the balance of such Project Cost payable from bond premium; and

WHEREAS, the City has by its Ordinance No. 8101 passed and approved June 11, 2019, (the "Ordinance") authorized the issuance of its General Obligation Bonds, Series 2019-A, in the aggregate principal amount of \$1,400,000 (the "Bonds") under the authority of Charter Ordinance No. 56 and Article 1 of Chapter 10, Kansas Statutes Annotated, all as amended, for the purpose of providing funds to (1) redeem and pay a portion of the City's outstanding Series A2018 Notes in the principal amount of \$1,360,000 together with accrued interest payable thereon on July 1, 2019, to permanently finance the costs of the City's 2018 general improvements and (2) paying the costs of issuing the Bonds; and

WHEREAS, in accordance with the City's notice of the sale of the Bonds published in accordance with the requirements of law the Bonds have been sold to and purchased by _____, _____, _____; and

WHEREAS, in accordance with the terms and conditions of the Ordinance, the City hereby intends to both prescribe the form and details of the Bonds and authorize certain other documents and actions in connection with the issuance of the Bonds.

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms identified elsewhere herein, the following words and terms as used in this Resolution shall have the following meanings:

"Act" means collectively K.S.A. 10-101 to 10-125, inclusive, and Charter Ordinance No. 56 of the City, all as amended.

"Arbitrage Instructions" means the Arbitrage Instructions attached to the City's Federal Tax Certificate dated as of the date of issuance and delivery of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Counsel" means the firm of Nichols and Wolfe Chartered, or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing as selected by the City.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

"Bond Registrar" means the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

"Bonds" means the General Obligation Bonds, Series 2019-A, authorized and issued by the City pursuant to the Ordinance.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

"City" means the City of Leavenworth, Kansas, the issuer of the Bonds.

"Clerk" means the duly appointed and/or elected Clerk of the City or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Costs of Issuance" means all costs of issuing the Bonds, including all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code and with the Disclosure Certificate, all expenses, if any, incurred in connection with receiving ratings on the Bonds.

"Dated Date" means June 27, 2019.

"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the City of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent.

"Disclosure Certificate" means the Continuing Disclosure Certificate attached to the City's Final Certificate as Exhibit D and included in the transcript of proceedings pertaining to the issuance of the Bonds.

"EMMA" means the Electronic Municipal Market Access (EMMA) System, the web-based platform of the Municipal Securities rulemaking Board.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal or the Redemption Price of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise; or

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the City to be performed (other than relating to Rule 15c2-12 as defined in the Disclosure Certificate), and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the City by the Owner of any of the Bonds then Outstanding.

"Federal Tax Certificate" means the certificate so named and included in the transcript of proceedings pertaining to the issuance of the Bonds describing the investment and use of the proceeds of the Bonds.

"Fiscal Year" means the twelve month period ending on December 31.

"Funds and Accounts" means funds and accounts created or referred to in **Section 501** hereof.

"Improvements" mean certain general improvements constructed in the City in accordance with the legal authority as described in the recitals to this Resolution.

"Interest Payment Date(s)" means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2020.

Commemorating

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly appointed and/or elected Mayor of the City or, in the Mayor's absence, the duly appointed Deputy Mayor or Acting Mayor of the City.

"Ordinance" means Ordinance No. 8101 passed and approved June 11, 2019, and published as required by law, pursuant to which the issuance of the Bonds has been authorized.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" means: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the City's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks located in the county or counties in which the City is located; (f) obligations of the federal national mortgage association, federal home loan banks or the federal home loan mortgage corporation; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements with or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's, Inc. or Standard & Poor's; (i) investments in shares or units of a money market fund or trust the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the States as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f). No Permitted Investment shall include any derivative investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Principal and Interest Account" means the Principal and Interest Account for the City of Leavenworth, Kansas, General Obligation Bonds, Series 2019-A, created herein within the City's Bond and Interest Fund.

"Project Account" means the Project Account in the treasury of the City, created herein.

"Purchase Price" means the par value of the Bonds plus accrued interest to the date of delivery.

"Purchaser" means _____, _____, _____, the original purchaser of the Bonds.

"Rebate Fund" means the Rebate Fund for the City of Leavenworth, Kansas, General Obligation Bonds, Series 2019-A, created herein.

"Record Dates" for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of each month preceding such Interest Payment Date.

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Resolution.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 211** hereof.

"Representation Letter" means the Blanket Issuer Letter of Representations from the City to the Securities Depository with respect to the Bonds, substantially in the form attached to this Resolution as Exhibit B.

"Resolution" means this resolution relating to the Bonds.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

"State" means the State of Kansas.

"State Treasurer" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State of Kansas.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

["**Term Bonds**" means the Bonds scheduled to mature in the year 20__.]

"**Treasurer**" means the duly appointed and/or elected Treasurer of the City or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the City.

"**United States Government Obligations**" means bonds, notes, certificates of indebtedness, treasury bills or other securities consisting of direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in the future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation).

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2019-A, of the City in the aggregate principal amount of \$1,400,000 for the purpose of providing funds to pay the costs of the Improvements.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in the denominations of \$5,000 or any integral multiple thereof and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated June 27, 2019, shall become due in the amounts on the Stated Maturities (subject to redemption and payment prior to their Stated Maturities as provided in Article III hereof), and shall bear interest at the rates per annum as follows:

SERIAL BONDS

<u>MATURITY (SEPTEMBER 1)</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2020	\$125,000	_____ %
2021	130,000	_____
2022	135,000	_____
2023	135,000	_____
2024	140,000	_____
2025	140,000	_____
2026	145,000	_____
2027	145,000	_____
2028	150,000	_____
2029	155,000	_____

TERM BONDS

20__ _____

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent

Interest Payment Date to which interest has been paid, payable on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be typed or printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as Exhibit A or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 et seq.

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor and Clerk of the City are hereby authorized and empowered to execute on behalf of the City an agreement with the Bond Registrar and Paying Agent for the Bonds.

The City will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent or Bond Registrar by (1) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (2) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 et seq. and K.S.A. 10-620 et seq., respectively.

Section 204. Method and Place of Payment of the Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal corporate trust office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States) ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the

Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal corporate trust office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The City shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The City and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the City shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the City affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as Exhibit A hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the City or its representative.

Section 207. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the City or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Preliminary and Final Official Statement. The Preliminary Official Statement dated May 29, 2019, is hereby ratified and approved. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The final Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the passage of this Resolution, upon payment of the Purchase Price.

Section 211. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants

until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Bond Registrar, may select a successor securities depository in accordance with **Section 211(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 211(c)** hereof, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Bond Registrar and the City receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) The execution and delivery of the Representation Letter to DTC by the Mayor of the City in the form attached hereto as Exhibit B with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, is hereby authorized, and execution of the Representation Letter by the Mayor shall be conclusive evidence of such approval. The Representation Letter shall set forth certain matters with respect to, among other things, notices, consents and approvals by Registered Owners of the Bonds and beneficial Owners and payments on the Bonds. The Paying Agent shall have the same rights with respect to its actions thereunder as it has with respect to its actions under this Resolution.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption by City.

(a) Optional Redemption. At the option of the City, the Bonds or portions thereof either maturing or subject to mandatory redemption and payment on September 1, 2026, and thereafter may be called for redemption and payment prior to their Stated Maturity on September 1, 2025, and thereafter as a whole or in part at any time (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the City), at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.

(b) Mandatory Redemption. The Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in Article IV hereof which are to be deposited into the Principal and Interest Account shall be sufficient to redeem, and the City shall redeem on September 1 in the years, the principal amounts of such Term Bonds as follows:

<u>Principal Amount</u>	<u>Year</u>
\$ _____	20__
_____	20__

(leaving \$_____ to mature September 1, 20__)

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Bonds of

the same maturity are to be redeemed and paid prior to their Stated Maturity, the Bonds to be redeemed shall be selected by the Bond Registrar in \$5,000 units of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the City desires to call the Bonds for optional redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date; **provided however, that no such written notice of intent shall be required for the mandatory redemption of Term Bonds and Term Bonds shall be called by the Bond Registrar for redemption and notice of redemption shall be given by the Bond Registrar without any further action by the District].** The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by it of the City's written notice. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

Unless waived by any Owner of Bonds to be redeemed, the Bond Registrar shall give written notice of the redemption of said Bonds on a specified date, the same being described by maturity, said notice to be mailed by United States first class mail addressed to the Owners of said Bonds to be redeemed and to the Original Purchaser of the Bonds, each of said notices to be mailed not less than 30 days prior to the date fixed for redemption. The City and Bond Registrar shall also give such additional notice as may be required by Kansas law or regulations of the Securities and Exchange Commission in effect as of the date of such notice.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the State or the Securities Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the City shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Principal and Interest Account, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds as and when the same become due, taking into account the fees and expenses of the Bond Registrar and Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the treasury of the City the following funds and accounts:

- (a) In the treasury of the City, the "Project Account";
- (b) In the City's Bond and Interest Fund, the "Principal and Interest Account for the City of Leavenworth, Kansas, General Obligation Bonds, Series 2019-A (the "Principal and Interest Account"); and
- (c) Rebate Fund for the City of Leavenworth, Kansas, General Obligation Bonds, Series 2019-A (the "Rebate Fund").

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Resolution so long as the Bonds are Outstanding.

Section 502. Disposition of Bond Proceeds. The proceeds of the Bonds, upon issuance and delivery thereof, shall be deposited as follows:

- (a) In the Principal and Interest Account, a sum equal to the accrued interest and any premium paid on the Bonds.
- (b) In the Project Account, the sum of \$_____.

Section 503. Withdrawals from the Project Account. The Treasurer shall make withdrawals from the Project Account solely for the purpose of paying costs and expenses of the Improvements, including the allocable portion of the Costs of Issuance. Such withdrawals shall be made only on due authorization by the governing body of the City.

Section 504. Surplus in the Project Account. All moneys remaining in the Project Account after the completion of the Improvements, as determined by the governing body of the City, shall be transferred immediately to the Principal and Interest Account and applied to the next installment of principal due on the series of Bond from which surplus moneys remain.

Section 505. Application of Moneys in Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Principal and Interest Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees

of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds and entitled to payment from such moneys.

Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Bonds were issued shall be transferred and paid into the Bond and Interest Fund of the City.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Arbitrage Instructions. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay rebatable arbitrage to the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Arbitrage Instructions.

(b) The City shall periodically determine the rebatable arbitrage, if any, under Section 148(f) of the Code in accordance with the Arbitrage Instructions, and the City shall make payments to the United States of America at the times and in the amounts determined under the Arbitrage Instructions. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage, or provision made therefor, shall be deposited into the Bond and Interest Fund of the City.

(c) Notwithstanding any other provision of this Resolution, including in particular Article VII hereof, the obligation to pay rebatable arbitrage to the United States of America and to comply with all other requirements of this Section and the Arbitrage Instructions shall survive the defeasance or payment in full of the Bonds.

(d) The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with the requirements of K.S.A. 10-131, as amended. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in the funds and accounts herein created or established in conjunction with the issuance of the Bonds may be invested by the City in Permitted Investments or in other investments allowed by Kansas law in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in said accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created. All interest on any Permitted Investment held in any fund or account (except amounts required to be deposited in the Rebate Fund in accordance with the Arbitrage Instructions) shall accrue to and become a part of such fund or account; provided, however, that interest earned on investments of moneys held in the Project Account may, at the direction of the governing body of the City, be paid and credited to the Principal and Interest Account and used

to pay interest on the Bonds. In determining the amount held in any fund or account under the provisions of the Resolution, Permitted Investments shall be valued at their par value or at their then redemption value, whichever is lower.

Section 508. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If such funds shall have remained unclaimed for five (5) years after such principal or interest has become due and payable, such funds shall be paid to the City; and all liability of the Paying Agent to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged. The obligations of the Paying Agent under this Section to pay any such funds to the City shall be subject to any provisions of law applicable to the Paying Agent or to such funds providing other requirements for disposition of unclaimed property.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Resolution, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to

any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the City and the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with **Section 303** of this Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

ARTICLE VIII
TAX COVENANTS

Section 801. General Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, will not take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely effect the exclusion from gross income of the interest on the Bonds. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, to take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code.

Section 802. Rebate Covenant. The City covenants and agrees that it will pay or provide for the payment from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 803. Survival of Covenants. The covenants contained in this Article shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article VII hereof or any other provision of this Resolution until the final maturity date of all Bonds Outstanding.

Section 804. Qualified Tax-exempt Obligations. The Bonds are designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code.

ARTICLE IX
CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The City hereby covenants with the Purchaser and the Beneficial Owners (as defined in the Disclosure Certificate) to provide and disseminate such information as is required by Rule 15c2-12 (as defined in the Disclosure Certificate) and is

further set forth in the Disclosure Certificate. Such covenant shall be for the benefit of and enforceable by the Purchaser and such Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the City fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any such Beneficial Owner may make demand for such compliance by written notice to the City. In the event the City does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any such Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy as the Purchaser and/or any such Beneficial Owner shall deem effectual to protect and enforce any of the duties of the City under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its Funds and Accounts for the preceding Fiscal Year by a certified public accountant or firm of certified public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk and made available on EMMA. Such audit shall at all times during the usual business hours of the City be open to the examination and inspection by any taxpayer, any Owner of the Bonds or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Resolution, the City shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the City and the Owners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the City with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the City may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the Clerk and filed on EMMA. [A copy of every amendatory or supplemental resolution shall be sent to the surveillance group of any rating agency then maintaining a rating on the Bonds.]

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to make acknowledgements within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Resolution, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's rights so to act with respect to such Bonds and that the pledgee is not the City.

Section 1004. Further Authority. The officers and officials of the City, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1005. Severability. If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 1006. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1007. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the City.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

PASSED by the governing body of the City on June 11, 2019.

CITY OF LEAVENWORTH, KANSAS

(SEAL)

Jermaine Wilson, Mayor

ATTEST:

Carla Williamson, CMC, City Clerk

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution of the governing body of the City of Leavenworth, Kansas, adopted by the governing body at a regularly scheduled meeting held on June 11, 2019, as the same appears of record in my office, and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: June 11, 2019.

Carla Williamson, CMC, City Clerk

(SEAL)

EXHIBIT A
(FORM OF BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF LEAVENWORTH
CITY OF LEAVENWORTH
GENERAL OBLIGATION BOND
SERIES 2019-A

No. R- _____

\$ _____

Rate of
Interest:

Maturity
Date:

Dated
Date: June 27, 2019

CUSIP _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT _____

The City of Leavenworth, in the County of Leavenworth, State of Kansas, (the "City") for value received acknowledges itself to be indebted to and promises to pay, but solely from the sources hereinafter pledged, to the registered owner identified above, or registered assigns as hereinafter provided, on the maturity date identified above, the principal amount identified above, and in like manner to pay, as of the Record Dates as hereinafter provided, interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid prior to the registration date set forth below at the rate of interest per annum set forth above semiannually on March 1 and September 1 of each year (the "Interest Payment Dates") commencing March 1, 2020, until said principal amount is paid.

The principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America at the office of the Treasurer of the State of Kansas, Topeka, Kansas, (the "Paying Agent" and "Bond Registrar") upon presentation of this Bond for payment and cancellation. The interest on this Bond shall be payable in lawful money of the United States of America by check or draft of the Paying Agent by mailing to the registered owner thereof at the address appearing on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar at the close of business on the 15th day of February or August next preceding the applicable interest payment date (the "Record Dates"). The full faith, credit and resources of the City are hereby pledged for the payment of the principal of and interest on this Bond and the issue of which it is a part as the same respectively become due.

This Bond is one of a duly authorized series of Bonds of the City aggregating the principal amount of \$1,400,000 (the "Bonds") issued for the purposes set forth in Ordinance No. 8101 of the City (the "Ordinance"). This Bond and the series of Bonds of which it is a part are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and Laws of the State of Kansas, including K.S.A. 10-101 to 125, inclusive,

as amended, K.S.A. 10-620 to 10-632, inclusive, Charter Ordinance No. 56 of the City and all amendments thereof, acts supplemental thereto, the Ordinance, Resolution No. B-2225 of the City (the "Resolution") and all other provisions of the laws of the State of Kansas applicable thereto.

The Bonds are issued in fully registered form in the denomination of \$5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms set forth in the authorizing Ordinance and the Resolution.

At the option of the City, the Bonds or portions thereof either maturing or subject to mandatory redemption and payment in the years 2026 and thereafter may be called for redemption and payment prior to maturity on September 1, 2025, and thereafter in whole or in part at any time in such order as may be determined by the City (selection of Bonds within the same maturity to be by lot by the Bond Registrar in such manner as it shall determine) at a redemption price of 100% of the principal amount redeemed, plus accrued interest to date of redemption.

Each of the Bonds maturing on September 1, 20__, (the "Term Bonds") shall also be subject to mandatory redemption and payment prior to maturity beginning on September 1, 20__, and on each September 1 thereafter to and including September 1, 20__, pursuant to the redemption schedule set forth in the Resolution at the Redemption Price of 100% (expressed as a percentage of the principal amount) plus accrued interest thereon to the Redemption Date.

Bonds will be redeemed in integral multiples of \$5,000. If less than all Bonds are called for redemption, the Bond Registrar will, in the case of Bonds in denominations greater than \$5,000, treat each \$5,000 of face value as though it were a separate Bond.

In the event of any such redemption, the Paying Agent shall give notice of such call by mailing a copy of the redemption notice by first class mail, postage prepaid, not less than thirty (30) days prior to the date of such redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books maintained by the Bond Registrar. Failure to give such notice by mailing to the registered owner of any Bond, or any defect therein, shall not affect the validity of any proceedings for the redemption of other Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds received the notice.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof, or redemption price hereof and interest due hereon and for all other purposes.

This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. The City shall pay out of the proceeds of the Bonds or from other funds all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other governmental charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds. Upon such transfer a replacement Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefore.

It is hereby certified and declared that all acts, conditions and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and Laws of the State of Kansas, and that the total indebtedness of said City, including this series of bonds, does not exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IN WITNESS WHEREOF, the said City of Leavenworth, in the State of Kansas, by its governing body, has caused this Bond to be executed by its Mayor and attested by its City Clerk by their manual with its corporate seal to be affixed, all as of the 27th day of June, 2019.

CITY OF LEAVENWORTH, KANSAS

(manual)
Mayor

ATTEST: _____
(manual)
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the City of Leavenworth, Kansas, General Obligation Bonds, Series 2019-A described in the within mentioned Resolution.

Registration Date: _____

OFFICE OF THE STATE TREASURER
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

I.D.#: _____

CERTIFICATE OF CITY CLERK

I, the undersigned, City Clerk of the City of Leavenworth, Kansas, do hereby certify that this Bond has been duly registered in my office according to law as of June 27, 2019.

WITNESS my hand and official seal.

(manual)
City Clerk

(SEAL)

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

I, JAKE LATURNER, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of this Bond has been filed in my office and that this Bond was registered in my office according to law this _____.

WITNESS my hand and official seal.

JAKE LATURNER
TREASURER OF THE STATE OF KANSAS

By _____
State Treasurer

(SEAL)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned does (do) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identifying No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$ _____ standing in the name of the undersigned on the books of the Treasurer of the State of Kansas (the "Bond Registrar"). The undersigned does (do) hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or Taxpayer
Identifying No.

Signature (Sign Here Exactly as
Name(s) Appear on Face of
Certificate)

Signature guaranty:

By _____

EXHIBIT B
(DTC LETTERS OF REPRESENTATIONS)

ORDINANCE NO. 8101

AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$1,400,000 AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2019-A, OF THE CITY OF LEAVENWORTH, KANSAS, UNDER THE AUTHORITY OF K.S.A. 10-101 TO 125, INCLUSIVE, K.S.A. 12-685 ET SEQ. AND CHARTER ORDINANCE NO. 56 OF THE CITY, ALL AS AMENDED.

WHEREAS, the Governing Body of the **City of Leavenworth, Kansas**, (the “City”) has, in accordance with the powers of home rule of all cities of the State of Kansas under Section 5 of Article 12 of the Constitution of the State of Kansas, passed and approved, by the vote of not less than two-thirds of the members-elect of the governing body of the City, Charter Ordinance No. 56 of the City, which charter ordinance was published once each week for two consecutive weeks in the official newspaper of the City with such charter ordinance taking effect, without protest, on the sixty-first (61st) day following the publication thereof; and

WHEREAS, Charter Ordinance No. 56 both exempted the City from the provisions of K.S.A. 13-1024a, which was applicable to the City but not uniformly applicable to all Kansas cities and therefor was, in accordance with the City’s powers of home rule, subject to the City’s authority to exempt itself from the whole or any part of said K.S.A. 13-1024a, and, in accordance with such power of home rule, provided substitute and additional provisions on the same subject as in both K.S.A. 13-1024a; and

WHEREAS, the City has, pursuant to Resolution No. B-2187 of the City adopted February 13, 2018, authorized the construction of certain general improvements in the total estimated amount of \$1,818,504 (the “2018 General Improvements”) to be made in the City under the authority of Charter Ordinance No. 56 of the City; and

WHEREAS, the City has, pursuant to Resolution No. B-2192 of the City adopted March 27, 2018, authorized the improvement of a portion of New Lawrence Road, from 20th Street Trafficway and continuing in a northeasterly direction a distance of 1,400 feet, by preparing, grading, constructing, and otherwise completing a new 31 foot wide, back of curb to back of curb, street with a road surface of 8” asphalt placed on 6” of AB-3 over geo-grid reinforcement material on compacted soil sub-grade together with storm drainage, concrete curb and gutter, entrances, and other necessary items at a maximum estimated cost of \$605,000 (the “New Lawrence Road Project”) under the authority of K.S.A. 12-685 et seq. (the 2018 General Improvements and New Lawrence Road Project are collectively referred to as the “2018 Improvements”); and

WHEREAS, the City has heretofore duly authorized, issued and delivered its \$3,460,000 Temporary Notes, Series A2018, dated June 28, 2018, (the “Series A2018 Notes”) pursuant to Resolution No. B-2201 (the “Series A2018 Note Resolution”) adopted June 12, 2018, in accordance with the requirements of K.S.A. 12-1736 et seq., K.S.A. 12-685 et seq. and Charter Ordinance No. 56 of the City in part to temporarily finance the costs of the 2018 Improvements, a portion of which Series A2018 Notes maturing on December 1, 2019, in the amount of \$1,360,000 will be redeemed and paid on July 1, 2019, from proceeds of the Bonds authorized herein and other legally available funds of the City; and

WHEREAS, other legally available funds of the City in the amount of \$188,108 will be used to redeem and pay a portion the City’s Series A2018 Notes maturing on June 1, 2022, in the principal amount of \$185,000 together with accrued interest payable thereon on July 1, 2019, to pay a portion of the costs of the New Lawrence Road Project; and

WHEREAS, the Series A2018 Notes are subject to redemption and payment prior to maturity, in whole or in part, at any time on or after March 1, 2019, at the option of the City, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption; and

WHEREAS, all legal requirements pertaining to the 2018 General Improvements have been complied with and the total cost thereof, including bond issuance costs, is \$ _____ (the “Project Cost”) to be financed with the proceeds of general obligation bonds of the City in the principal amount of \$1,400,000 with the balance of such Project Cost payable from bond premium; and

WHEREAS, in accordance with all of the foregoing, the City deems it necessary and advisable to issue and sell its General Obligation Bonds, Series 2019-A, in the aggregate principal amount of One Million Four Hundred Thousand Dollars (\$1,400,000) for the purpose of providing funds to permanently finance the costs of the 2018 General Improvements, including redeeming and paying a portion of the Series A2018 Notes in the principal amount of \$1,360,000 together with accrued interest payable thereon on July 1, 2019, and paying the costs of issuing the Bonds; and

WHEREAS, the City does hereby authorize the issuance and sale of the bonds to the best bidder.

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

Section 1. That for the purpose of providing funds to permanently finance the costs of the 2018 General Improvements, including redeeming and paying a portion of the Series A2018 Notes in the principal amount of \$1,360,000 together with accrued interest payable thereon on July 1, 2019, and paying the costs of issuing the Bonds, there is hereby authorized and directed to be issued General Obligation Bonds, Series 2019-A, of the City in the aggregate principal amount of One Million Four Hundred Thousand Dollars (\$1,400,000) (the "Bonds") as provided by Charter Ordinance No. 56 of the City and Article 1 of Chapter 10, Kansas Statutes Annotated, all as amended. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such form, shall be subject to redemption and payment prior to the maturity thereof and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in a resolution of the Governing Body of the City adopted the same date as the date of the passage and approval of this Ordinance (the "Resolution").

Section 2. That the Mayor and City Clerk are hereby authorized to prepare and execute the Bonds and when so executed, the Bonds shall be registered as required by law and the Governing Body shall annually make provisions for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same shall become due by levying a tax upon all the taxable property of the City.

Section 3. That the City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the City

with respect to the Bonds and the Resolution all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 4. That if any portion or provision of this Ordinance or the Bonds shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provisions shall not effect any of the remaining provisions of this Ordinance or the Bonds but this Ordinance and said Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 5. That the Bonds shall be issued and sold to the purchaser thereof in accordance with both their bid for the purchase thereof and the terms and conditions of this Ordinance.

Section 6. That this Ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

Passed by the Governing Body and approved by the Mayor this 11th day of June, 2019.

CITY OF LEAVENWORTH, KANSAS

(SEAL)

Jermaine Wilson, Mayor

ATTEST:

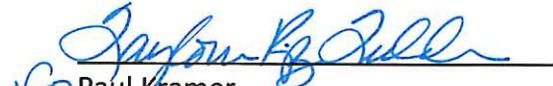
Carla K. Williamson, City Clerk

**POLICY REPORT
ADOPT RESOLUTION B-2226
ESTABLISHING AND SETTING FORTH THE START DATE
OF ELECTED CITY OFFICIALS TAKING OFFICE**

JUNE 11, 2019



Carla K. Williamson, CMC
City Clerk



for Paul Kramer
City Manager

ISSUE:

Consider and Adopt Resolution B-2226 establishing and setting forth the start date of elected city officials taking office.

BACKGROUND:

At the May 21, 2019 Study Session the City Commission discussed Senate Bill No. 105 signed by Governor Kelly in April. The bill allows cities to establish an alternate date for elected officials to take office. The date must be between December 1 and the second Monday in January. The bill will become law and go into the statute books on July 1, 2019.

As discussed at the Study Session, the change was proposed due to various issues that came up in 2018. Some cities had trouble holding meetings because officials who were not re-elected in November stopped attending meetings and they were unable to conduct business due to a lack of quorum.

At the May 21, 2019 Study Session, there was a consensus by the Commission to change the date to the first Tuesday in December.

The bill required that cities change the effective date by Resolution. An ordinance will be presented to the Commission as well to allow the change to be amended into our code of ordinances.

Resolution B-2226 is presented for approval and adoption.

ACTION:

Motion to adopt Resolution B-2226 as presented.

ATTACHMENTS:

- Copy of Resolution B-2226

RESOLUTION NO. B- 2226

A RESOLUTION ESTABLISHING AND SETTING FORTH THE START DATE OF ELECTED CITY OFFICIALS TAKING OFFICE.

WHEREAS, the Governing Body of the **City of Leavenworth, Kansas**, (the “City”) has, in response to the passage of Senate Bill 105 in the 2019 Legislative Session which allows a city to determine the start date of a regular term of office following a city election provided such date is not earlier than December 1 following certification of the election and not later than the second Monday in January following the certification of the election; and

WHEREAS, the City desires to establish the start date of the elected officials and amend the City Code of Ordinances to reflect the same; and

WHEREAS, the change will shorten the term of office, by several weeks, the term of the City of Leavenworth Commissioners with terms that would have expired January 2020 and January 2022 to allow for the transition to the new date.

BE IT RESOLVED by the Governing Body of the City of Leavenworth, Kansas:

Section 1. That the City shall establish the the first Tuesday in December as the regular term of office to begin for all elected city officials.

ADOPTED THIS _____ day of _____ 2019.

CITY OF LEAVENWORTH, KANSAS

Jermaine Wilson, Mayor

ATTEST

Carla K. Williamson, CMC, City Clerk

{Seal}

POLICY REPORT NO. PWD #01RF-209-09
CONSIDER BIDS FOR PLASTIC BAGS
PUBLIC WORKS DEPARTMENT

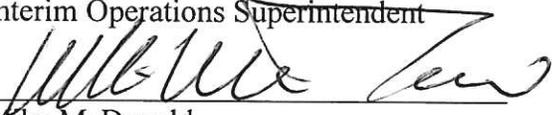
June 11, 2019

Prepared By:


Steve King
Solid Waste Foreman

Reviewed By:


Curtis Marks,
Interim Operations Superintendent


Mike McDonald
Public Works Director


for Paul Kramer
City Manager

ISSUES:

Consider approval of annual plastic bag purchase for customer distribution.

STAFF RECOMMENDATIONS:

Staff recommends that the City Commission approve the qualified bid by Jadcore, Inc. for 23,000 rolls of bags at a total cost of \$ 117,300.00. The amount budgeted for this item was \$130,000.00 making the low bid \$12,700 under budget.

BACKGROUND:

The Solid Waste Division purchases 1,150,000 plastic refuse bags (23,000 rolls) annually for distribution to refuse customers semi-annually. Bags are also provided for Spring Clean-Up, new customers, sold in the City Clerks office to residents, and for other departmental use. An average number of rolls used per year (for all uses) is 22,500.

Vendors submitting bids for a minimum order of 1,150,000 bags (23,000 rolls) are as follows:

Vendor	Per Bag	Per Roll	Qualified
DynaPak	.129	6.46	Y
WasteZero	.1025	5.12	Y
Jadcore	.102	5.10	Y
Interboro	.1396	6.98	N
Central Poly	.1044	5.22	N

Low bids in previous years were:

<u>YEAR</u>	<u>VENDOR</u>	<u>PER BAG</u>	<u>PER ROLL</u>	<u>TOTAL COST</u>
2018	JADCORE, INC	\$.112	\$5.56	\$127,880.00
2017	JADCORE, INC	\$.107	\$5.35	\$123,050.00
2016	JADCORE, INC	\$.1014	\$5.07	\$116,610.00
2015	JADCORE, INC	\$.0928	\$4.64	\$106,720.00
2014	JADCORE, INC	\$.0939	\$4.695	\$108,000.00
2013	WASTE ZERO	\$.0873	\$4.365	\$100,395.00
2012	DYNA-PAK CORP	\$.0888	\$4.44	\$102,120.00
2011	JADCORE, INC.	\$.0802	\$4.01	\$100,250.00
2010	DYNA-PAK CORP	\$.0762	\$3.81	\$ 76,200.00
2009	JADCORE, INC.	\$.0770	\$3.85	\$ 96,250.00
2008	DYNA-PAK CORP	\$.0808	\$4.04	\$ 80,800.00
2007	DYNA-PAK CORP	\$.0714	\$3.57	\$ 89,237.50
2006	DYNA-PAK CORP	\$.0792	\$4.125	\$ 99,000.00
2005	DYNA-PAK CORP	\$.0826	\$4.13	\$103,250.00
2004	JADCORE, INC	\$.0568	\$2.84	\$ 56,800.00
2003	DYNA-PAK CORP	\$.0578	\$2.89	\$ 57,800.00

BUDGET IMPACT:

The budgeted amount for 2019 Refuse Bags is \$ 130,000.00.

CLOSING:

Jadcore, Inc. has produced the City of Leavenworth trash bags in 2002, 2004, 2009, 2011, 2014, 2015, 2016, 2017 and 2018 without any delivery or quality problems.

POLICY

The City Commission can either reject or approve the award of bid to Jadcore, Inc.

City of Leavenworth Refuse Trash Bag Bid - May 24, 2019

	Company Name					Notes
	5. Central Poly	3. DynaPak	4. Jadcore	2. Interboro	1. Waste Zero	
Drop Test	Pass	Pass	Pass	Pass	Pass	
Gauge Film Average	13.33	16	17	16.33	15.833	.2 variation
Slip Coefficient	10	7	7	4	15	Anything above 7 is acceptable. .02 variation
Bag Capacity	Pass	Pass	Pass	Pass	Pass	
Heat Seal	N/A	N/A	N/A	N/A	N/A	
Tinted Black	Yes	Yes	Yes	Yes	Yes	
1-inch Spool	Pass	Pass	Pass	Pass	Pass	
Opening Top to Bottom	No	Yes	Yes	Yes	Yes	
Width Dimension	Pass	Pass	Pass	Yes	Pass	

 Company did not pass the specifications

City of Leavenworth Bid Tabulation

Project or Purchase: Refuse Trash Bag Bid
Bid Opening Date: May 24, 2019
Bid Opening Time: 1:30 PM

Bidder	Address (City/State)	Responsive Bidder	Base Bid
Waste Zero	Raleigh, NC	Yes	\$117,875.00
Cental Poly	Linden, NJ	Yes	\$120,060.00
Dyna Pak	Lawrenceburg, TN	Yes	\$148,759.20
Interboro	Montgomery, NY	Yes	\$160,540.00
Jadcore	Terre Haute, IN	Yes	\$117,300.00
Central Bags	Leavenworth, KS	Not read	

All bids are subject to review and approval by City Staff and/or the City Commission

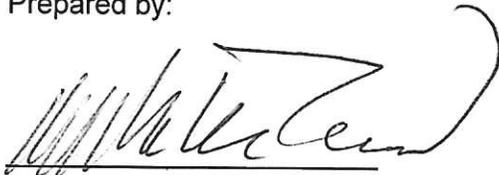


**POLICY REPORT PWD NO. 19-30
EMERGENCY REPAIR OF LIMIT STREET
STORM PIPE REPLACEMENT PROJECT**

City Project 2019-913

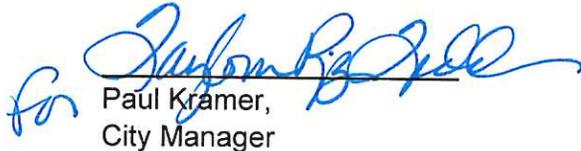
June 11, 2019

Prepared by:



Michael G. McDonald, PE
Director of Public Works

Reviewed by:



for Paul Kramer,
City Manager

ISSUE: Consider bids received for the emergency storm pipe replacement project on Limit Street west of Hughes.

BACKGROUND:

On May 23, 2019, the Street Department notified engineering staff of the sinkhole forming outside the storm inlet on Limit Street west of Hughes Road by the KanWorks Building. Staff investigated and found the bottom of the corrugated metal crossroad pipe and two other pipes in the system are rusted through and are starting to collapse. Streets placed cones to divert traffic around the sinkhole and later channelized the lanes as the pipe collapse was continuing further south into the roadway.

The failure continued to deteriorate requiring resetting of the barricades and cones. The City Manager agreed with staff and declared it to be an emergency to expedite the repair process. Staff prepared limited plans and contacted local contractors for bids.

The project will include the replacement of the crossroad pipe, two curb inlets and associated curbing, an area inlet, a commercial entrance, sidewalk, and the asphalt roadway. Work will start as soon as the inlets are received (expected to be within two to three weeks) and the roadway will be opened within 14 days after start of construction.

Staff solicited bids from five (5) contractors and received bids from three (3) on June 5th. Bid results are listed below.

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

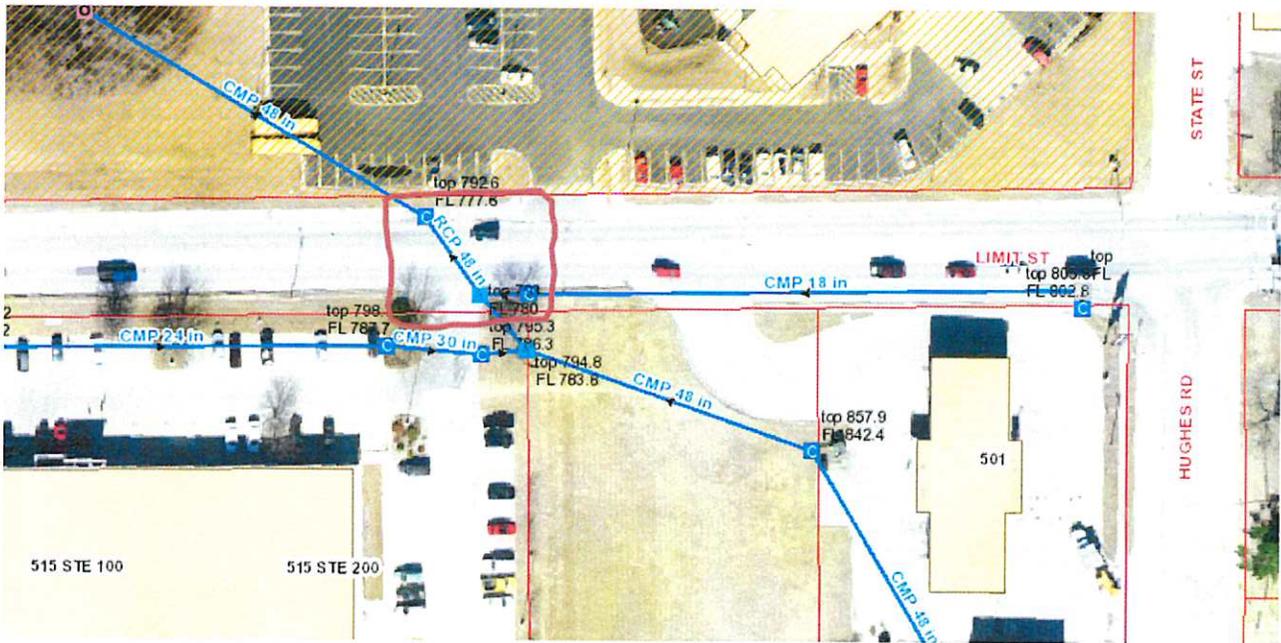
RECOMMENDATION:

Staff recommends that the City Commission approve the low bid submitted by Linaweaver Construction for the Emergency Repair of Limit Street Storm Pipe Replacement Project, in the amount of \$120,945.00

POLICY:

The City Commission generally awards bids to the lowest bidder that are properly submitted and within the Engineer's Estimate. Declaration of an emergency is allowed in the purchasing manual when necessary to expedite projects.

ATTACHMENTS:



POLICY REPORT PWD NO. 19-31
APPROVE THE ENGINEERING SERVICES CONTRACT WITH WILSON & CO. FOR
THE 2ND STREET AND CHESTNUT DRAINAGE SYSTEM PRELIMINARY ENGINEERING
STUDY

City Project 2018-895

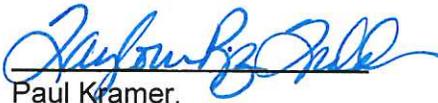
June 11, 2019

Prepared by:



Michael G. McDonald, PE
Director of Public Works

Reviewed by:

for 
Paul Kramer,
City Manager

ISSUE:

Consider the Engineering Services Contract for the Preliminary Engineering Study on the 2nd Street and Chestnut area stone/brick arch stormwater system.

BACKGROUND:

At the June 4th Commission Study Session, staff reviewed the condition and issues with the stone/brick arch and metal pipe drainage system at Chestnut Street between 2nd and 3rd Streets to the area just northeast of the 4th Street and Spruce Street intersection. City staff has been monitoring the deterioration of the stormwater arch system for a number of years - the system that serves a drainage area of 126 acres and has been in place since the turn of the century. The original structures were constructed in the bottom of the creek, resulting in sections that are 30-feet deep.

In the early 1970s, an open ditch section south of Chestnut Street between 2nd and 3rd Streets was piped by a private party and a 6-plex housing unit was later constructed over the pipe. This pipe has now failed and created a large sinkhole behind the housing unit creating a safety issue. The property owner has been notified of the issue.

The system is also showing failures in the area of 3rd Street and Olive as numerous sinkholes have appeared in yards around the intersection. Staff is concerned that continued failures will occur creating flooding and safety issues in the area.

In March of 2019, staff sent a "Request for Qualifications" (RFQ) document to interested engineering firms and received four responses. All responses were reviewed by the City staff review team and two firms were selected for interviews. Staff selected Wilson & Company (Wilson) for the project. Wilson has extensive experience evaluating these types of storm drainage systems.

Wilson has completed the design of numerous other projects for the City, including complex drainage projects.

Following work and consultation with City staff, Wilson submitted a proposed scope and fee for a study to evaluate the system, analyze the drainage area, and provide repair/replacement recommendations. The evaluation of the drainage piping system will consider all options and includes outreach to the residents and owners in the area. The final design would draw on much of the information created in the study.

This proposal does not include design of the selected alternative.

RECOMMENDATION:

Staff recommends the City Commission approve the attached scope of services and fee in the amount of \$54,700 for a study to evaluate the system and present options back to the City Commission for approval as soon as possible. Once the study is complete, the Commission will need to provide the following direction:

- 1) Select the best option and direct staff to work toward a design contract
- 2) Review and approve a design contract
- 3) Complete the design contract, and pending available resources, bid the project

ATTACHMENTS:

Wilson and Company Scope & Fee
2nd & Chestnut System Exhibit

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 (Effective Date), by and between **City of Leavenworth, Kansas**, hereinafter referred to as the "Owner", and **Wilson & Company, Inc., Engineers & Architects**, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the Owner desires to have the Consultant provide professional engineering services for the **2nd & Chestnut Stone Arch Replacement**, hereinafter referred to as the "Project."

WHEREAS, the Owner has selected the Consultant to perform the services as described herein.

NOW, THEREFORE, the Owner and the Consultant in consideration of their mutual covenants herein agree in matters pertaining to the performance or furnishing of professional engineering services by the Consultant with respect to the Project and the payment for those services by the Owner as set forth below. This Agreement will become effective on the date first above written.

**ARTICLE I
CONSULTANT SERVICES**

- A. The Consultant shall provide the services set forth in Exhibit A.
- B. Upon the Agreement becoming effective, the Consultant is authorized to begin services as set forth in Exhibit A.
- C. If authorized in writing by the Owner, and agreed to by the Consultant, services beyond the scope of the Agreement will be performed by the Consultant for additional compensation.

**ARTICLE II
OWNER'S RESPONSIBILITIES**

The Owner shall do the following in a timely manner so as not to delay the services of the Consultant and shall bear all costs thereto:

- A. Designate in writing a person to act as Owner's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to the Consultant's services for the Project.
- B. Provide the Consultant with all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which the Owner will require to be included in the Drawings and Specifications.
- C. Furnish to the Consultant any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

- E. Authorize the Consultant to provide Additional Services as set forth in Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under the Agreement.
- G. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as the Owner deems appropriate with the respect to such examination) and render in writing decisions pertaining thereto.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as Owner may require or Consultant may reasonably request with regard to legal issues pertaining to the Project.
- I. Furnish to the Consultant data as to the Owner's anticipated costs for services to be provided by others for the Owner so that the Consultant may make the necessary calculations to develop and periodically adjust the Consultant's opinion of Total Project Costs.

**ARTICLE III
TIME SCHEDULE**

- A. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, the Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of the Consultant, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the Owner has requested changes in the scope, extent, or character of the Project, the time of performance of the Consultant's services shall be adjusted equitably.
- C. For the purposes of this Agreement, the term "day" means a calendar day of 24 hours.
- D. If the Owner fails to give prompt written authorization to proceed with any phase of services after the completion of the immediately preceding phase, or if the Consultant's services are delayed through no fault of the Consultant, the Consultant may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement.
- E. If the Consultant's services are delayed or suspended in whole or in part by the Owner, or if the Consultant's services are extended by Contractor's actions or inaction for more than 90 days through no fault of the Consultant, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere

**ARTICLE IV
PAYMENTS TO THE ENGINEER**

- A. The Owner shall pay the Consultant for the services set forth in Exhibit A, as follows;

1. An amount equal to the cumulative hours charged to the Project by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and the subconsultant's charges, if any.
2. The Consultant's Standard Hourly Rates are attached as Exhibit B.
3. The total compensation for services defined in Exhibit A is estimated to be \$54,700.00.
4. The Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the Owner.
5. The total estimated compensation for the Consultant's services included in the breakdown by phases as noted in Paragraph A.3 incorporates all labor, overhead, profit, reimbursable expenses, and the subconsultant's charges, if any.
6. The amounts billed for the Consultant's services will be based on the cumulative hours charged to the Project during the billing period by each class of the Consultant's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses and the subconsultant's charges, if any.
7. The Standard Hourly Rates schedule will be adjusted annually to reflect equitable changes in the compensation payable to the Consultant.
8. Payment shall be made to the Consultant by the Owner within thirty (30) days after receipt of Consultant's invoice. If the Owner fails to make any payment due the Consultant within thirty (30) days after receipt of Consultant's invoice, the amount due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day.

ARTICLE V OPINIONS OF COST

A. The Consultant's opinions of probable Construction Cost provided for herein are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by other, or over the Contractors' methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the Consultant. If the Owner wishes greater assurance as to probable Construction Cost, the Owner shall employ an independent cost estimator as provided in Article 2.

B. The Consultant assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE VI GENERAL PROVISIONS

A. Standards of Performance: The Consultant shall perform for or furnish to the Owner professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. The Consultant shall serve as the Owner's prime design professional for the Project. The Consultant may employ subconsultants as Consultant deems necessary to assist in the performance or

furnishing of professional engineering and related services hereunder. The Consultant shall not be required to employ any subconsultants who are unacceptable to the Consultant.

The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services.

The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the Owner shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in the Owner-furnished information.

The Consultant and the Owner shall comply with applicable Laws or Regulations and the Owner-mandated standards. The Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be basis for modifications to the Owner's responsibilities or to the Consultant's scope of services, times of performance, or compensation.

The Owner shall be responsible for, and the Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the Owner to the Consultant pursuant to this Agreement. The Consultant may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

The Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of the Consultant.

The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Owner agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.

During the Construction Phase, the Consultant shall not supervise, direct, or have control over Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, or safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

The Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the contract Documents.

The Consultant shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except the Consultant's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by the Owner without consultation and advice of the Consultant.

B. Change in Scope: The Scope of the Work described in Exhibit A, shall be subject to modification or supplement upon the written agreement of the Owner and the Consultant. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

C. Reuse of Documents: All documents, including Plans and Specifications provided or furnished by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project and Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

Copies of the Owner-furnished data that may be relied upon by the Consultant are limited to the printed copies (also known as hard copies) that are delivered to the Consultant pursuant to Article II. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Owner to the Consultant are only for convenience of the Consultant. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Copies of Documents that may be relied upon by the Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the Owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected with the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after the acceptance by the Owner.

When transferring documents in electronic media format, the Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of this Project.

The Owner may make and retain copies for the use on the Project by the Owner and others; however, such documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project. Any such reuse or modification without written approval or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Consultant or its subconsultants. The Owner shall indemnify and hold harmless the Consultant and its subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle the Consultant to further compensation at rates to be agreed upon by the Owner and the Consultant.

D. Insurance: The Consultant shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. The Consultant shall list the Owner as an additional insured on the Consultant's general liability insurance policy.

The Owner shall list the Consultant as an additional insured on any general liability or property insurance policies carried by Owner which are applicable to the Project. The Owner shall require the Contractors to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list the Consultant as an additional insured with respect to such liability, property and other insurance purchased and maintained by the Contractors. All policies of property insurance shall

contain provisions to the effect that the Consultant's interests are covered and that, in the event of payment of loss or damage, the insurers will have no rights of recovery against any of the insured or additional insured thereunder.

E. Termination: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that in any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated, but it is mutually agreed by the parties that the Owner will use them solely in connection with this Project, except with the written consent of the Consultant.

F. Controlling Law: This Agreement is to be governed by the law of Kansas.

G. Indemnification: The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Consultant is legally liable.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Owner is legally liable, and arising from the Project that is the subject of this Agreement.

The Consultant is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.

H. Dispute Resolution: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

The Owner and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

H. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Owner and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

J. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

K. Successors and Assigns: The Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of Owner and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

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

Unless expressly provided otherwise in this Agreement, nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the Owner and the Consultant.

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

OWNER:

CONSULTANT:

CITY OF LEAVENWORTH, KANSAS

**WILSON & COMPANY, INC.,
ENGINEERS & ARCHITECTS**

By: _____

By: Justin C. Klaudt

Signature: _____

Signature:  _____

Title: _____

Title: Operations Manager

Date Signed: _____

Date Signed: May 31, 2019

Exhibit A
Scope of Services
Preliminary Engineering Study
2nd & Chestnut Stone Arch Replacement
May 30, 2019

General Scope of Services

The following engineering services consist of completing a preliminary engineering study for storm sewer improvements at 2nd & Chestnut, which the system extends from the open lot on Olive Street between 3rd Street and 4th Street to the outlet west of 2nd Street and Chestnut Street intersection (See Exhibit B). The project will review the existing drainage conditions and recommend improvements for replacement or rehabilitation of the storm sewer system. The analysis will also determine if detention, alignment changes, water quality features, or other improvements are possible to help reduce impacts downstream on sewer system or downstream channel.

1. Task 1 – Existing Condition Review

- The City will provide the Consultant with all pertinent GIS shapefiles and LiDAR to complete the preliminary engineering study. This information shall include, but is not limited to, storm sewer, contours, parcels, other utilities, building outlines, etc. The City shall also provide the engineer with all pertinent as-built plans, drainage reports, and other documentation to understand the history of the system.
- The consultant will perform video inspection for the entire storm sewer system described in the general scope of services and shown in Exhibit B, which includes lateral storm sewers that connect to stone arch. A detailed report will be developed that details the specific location and type of deficiency using the industry standard criteria. It is anticipated that the video inspection of the main system will take 24 hours to complete the inspection with no cleaning required. If the inspection encounters excessive debris that requires cleaning activities, a supplemental fee will be developed for the additional cleaning and inspection services. Storm sewer system laterals will be video inspected by City staff and provided to the Consultant.
- The consultant will walk the project corridor, as shown in Exhibit B, to assess the condition of the ground level view, identify areas of potential conflict (e.g. – utilities), and areas of opportunities (e.g. – alignment changes). The site visit will be well documented with photos, maps, and detailed notes. Upstream potential regional detention areas will be investigated, if any are identified.
- The consultant will conduct a preliminary survey on the project corridor, as shown in Exhibit B, to establish basic infrastructure parameters to perform the hydrologic and hydraulic analysis. The survey will consist of storm sewer flowline elevations, storm sewer size/shape, ground surface at the centerline of alignment, and horizontally locate utilities. No property survey or information will be collected during the study.

2. Task 2 – Condition and Alternative Analysis

- The consultant will perform a hydrologic analysis for areas upstream and downstream of the project site. This analysis includes utilizing HEC-HMS modeling programs to determine watershed routing and peak runoff discharges for the 10%, 4%, 2%, and 1% annual exceedance probability (AEP) storm events based on existing watershed conditions.
- After the hydrologic analysis is complete, the consultant will perform hydraulic analysis for the existing storm sewer system downstream of the open channel on Olive Street. This analysis includes utilizing XP SWMM or equivalent modeling program to determine both enclosed storm system capacity/efficiency and overflow requirements for the 10%, 4%, 2%, and 1% AEP storm events.
- Inspection videos will be assessed by the Consultant to determine the condition and remaining service life of the entire system shown in Exhibit B. The pipes will be assessed per industry standard criteria to ensure uniformity and consistency throughout the process. The condition assessment will help determine feasibility for rehabilitation or replacement alternatives.
- After the existing hydraulic model and condition assessment are complete, the following improvements will be analyzed within the hydrologic and hydraulic models and considered for design:
 - Trenchless Technologies – Determine rehabilitation feasibility and long term safety to reduce cost and disruption of traditional remove and replace construction activities. Trenchless technologies include, but are not limited to, centrifugally cast concrete pipe , cast-in-place pipe, and slip-lining.
 - Horizontal or Vertical Alignment – Determine feasibility to adjust the horizontal or vertical alignment due to deep sewer conditions and location of residential properties throughout the corridor.
 - Upstream Detention – Determine feasibility and potential hydrologic relief of construction a detention pond on the open lot on Olive Street. Other locations include the open lot at 226 Olive Street or upstream public property.
 - Structure Downsizing – Associated with upstream detention, determine feasibility and capacity of existing system to evaluated appropriate size of downstream system. Evaluation of overflow path is critical to determining appropriate structure sizing.
 - Water Quality – Review the site for potential water quality features to be included within the proposed detention pond or other properties. Water quality features may include, but are not limited to, extended wet detention, sediment fore bays, vegetative buffer strips, infiltration basins/swales, or a combination of features.
 - Phased Construction - A phased construction approach will be evaluated as part of the improvement alternative analysis. The phased approach will consider phase cost, appropriate transition locations, functionality between phases, and general public safety.
- After all potential alternative combinations have been evaluated, the consultant will develop a final report to document analysis and provide recommended improvements, including phasing, to the City for consideration and approval. A cost estimate will be evaluated for each alternative. The final report will be revised one time based on City comments and corrections.
- Prepare concept plan sheets for the recommended improvements that show the type and location of the proposed improvements, 10% and 1% AEP enclosed system capacity, anticipated ponded water extents, and other details as required to depict the improvements.

3. Task 3 – Project Management

- The consultant will conduct a one (1) preliminary public meeting as part of the study to introduce the project to the impacted community and gather information about flooding or other issues that are impacting this area of the City. The meeting will be held at locations to be determined by the City in an “open house” format. Additionally, the consultant may conduct one-on-one meetings with impacted property owners on site to identify specific areas of concern.
- The Consultant will attend one (1) final report review meeting with the City Public Works staff to discuss the recommended improvements. No additional review meetings with the City Commission or other staff are anticipated for the study.

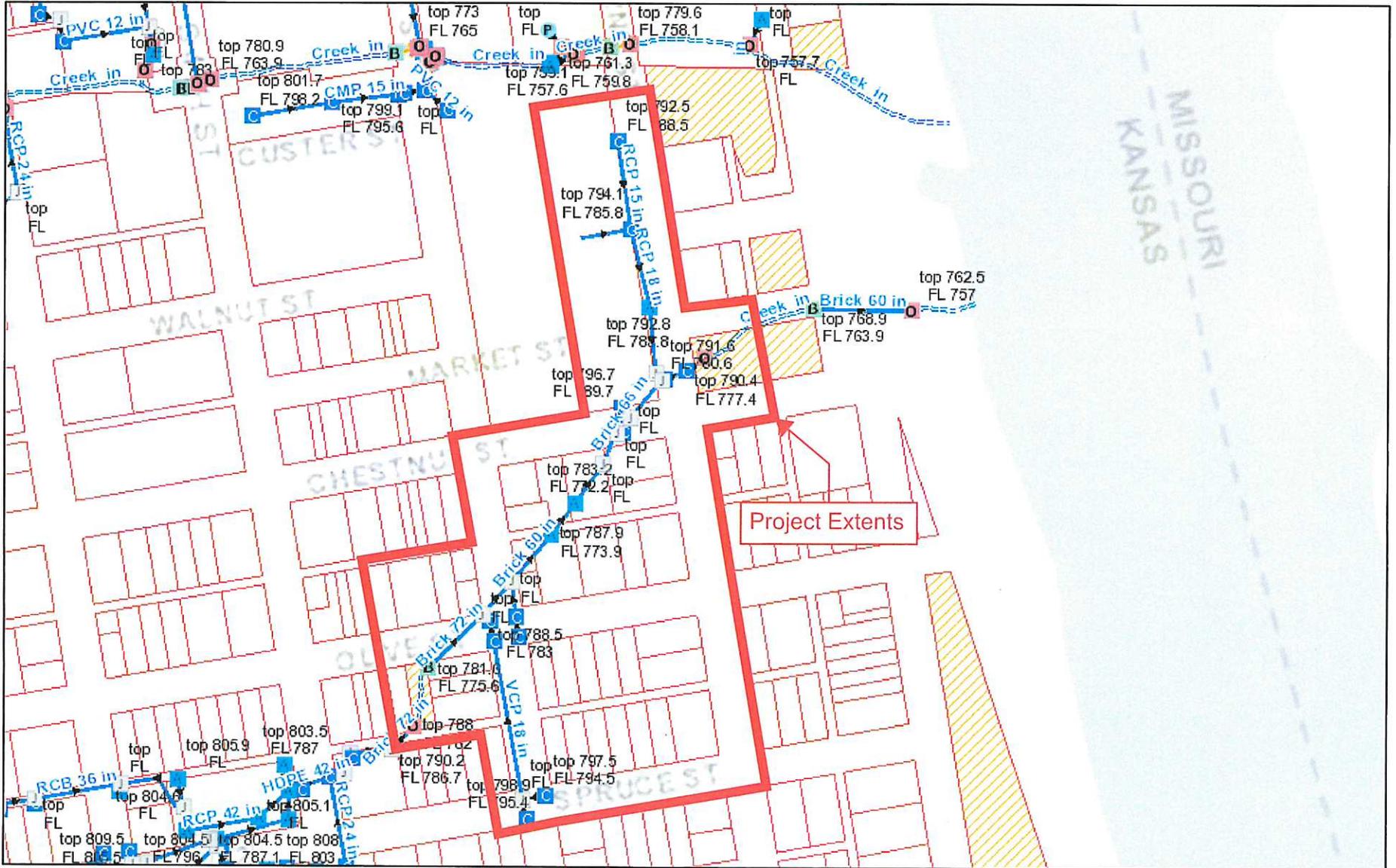
Assumptions

- Current City GIS shapefiles and LiDAR will be provided and utilized during the preliminary analysis.
- Current City As-Built plans, reports, drainage studies, etc. associated with the project area will be provided and utilized during the preliminary analysis.
- City will provide video inspection for all lateral system shown in Exhibit B.
- City will notify all property owners and other interested parties of any project activities including public meetings, etc.
- City will provide any recent bid tabs to assist in the development of the budgetary cost estimate for the recommended improvements.

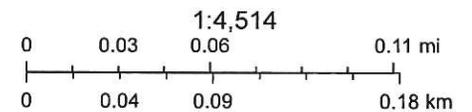
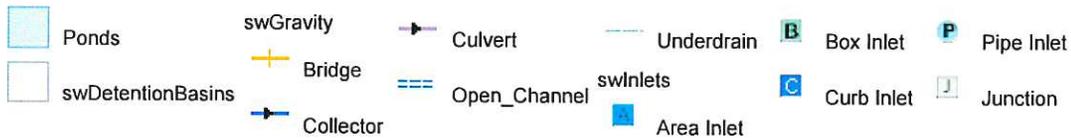
Exclusions

- Any work requested by the City that is not included in the basic services will be classified as supplemental services.
- Detailed topographic or property survey of project areas will be conducted during this preliminary study portion of the project.
- Cleaning services associated with video inspection of the main storm sewer system.
- Geotechnical or environmental investigations unless authorized by the City.
- Preparation of any construction documents, environmental permits, LOMC documentation, or other permit clearance documents.

Exhibit B Location Map



5/30/2019, 1:55:28 PM



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

Web AppBuilder for ArcGIS



Proj.: 2nd & Chestnut Stone Arch Replacement Study
 By: CDLoughman
 Date: May 29, 2019
 Client: City of Leavenworth
 Notes: Preliminary Engineering Study

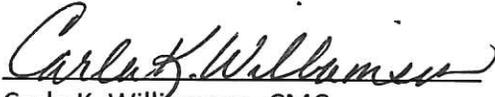
Fee Reviewed by:
 JCKlaudt
 Date:
 05/29/19
 TASK CODE
 WCI CLASS

**EXHIBIT C
FEE ESTIMATE WORKSHEET**

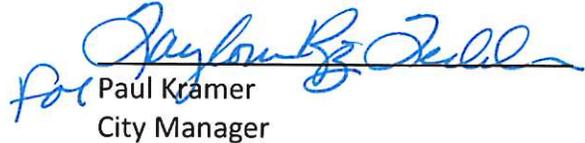
TASK I.D.	WORK TASK DESCRIPTION	ESTIMATED MANHOURS						TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		P6 QA/QC Manager	P4 Project Manager	P2 Project Engineer	PD2 CADD Designer	FS6 Survey Manager	FS5 Survey Crew Chief				
TASK 01 - Existing Condition Review											
1.1	Data Collection		4	8				12.00	\$ 2,236.00	\$ -	\$ 2,236.00
1.2	Storm Sewer Video Inspection								\$ -	\$ 10,072.00	\$ 10,072.00
1.3	Site Visit		4	4				8.00	\$ 1,356.00	\$ 72.00	\$ 1,428.00
1.4	Preliminary Survey				4	8	8	20.00	\$ 1,672.00	\$ 345.00	\$ 2,017.00
	Subtotal	0	8	12	4	8	8	40.00	\$ 5,264.00	\$ 10,489.00	\$ 15,753.00
TASK 02 - Hydrologic and Hydraulic Analysis											
2.1	Hydrologic Analysis		8	16				24.00	\$ 4,472.00	\$ -	\$ 4,472.00
2.2	Hydraulic Analysis		8	24				32.00	\$ 6,232.00	\$ -	\$ 6,232.00
2.3	Condition Assessment		4	12				16.00	\$ 3,116.00	\$ -	\$ 3,116.00
2.4	Alternative Analysis	1	16	32				49.00	\$ 9,124.00	\$ -	\$ 9,124.00
2.5	Final Report	2	8	24				34.00	\$ 6,592.00	\$ -	\$ 6,592.00
2.6	Concept Plan Set	2	4	16	16			38.00	\$ 5,604.00	\$ -	\$ 5,604.00
	Subtotal	5	48	124	16	0	0	193.00	\$ 35,140.00	\$ -	\$ 35,140.00
TASK 03 - Project Management											
3.1	Public Meeting / Involvement		6	6				12.00	\$ 2,034.00	\$ 144.00	\$ 2,178.00
3.2	Coordination Meeting	3	3	3				9.00	\$ 1,557.00	\$ 72.00	\$ 1,629.00
	Subtotal	3	9	9	0	0	0	21.00	\$ 3,591.00	\$ 216.00	\$ 3,807.00
TOTALS		8	65	145	20	8	8	254.00	\$ 43,995.00	\$ 10,705.00	\$ 54,700.00

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE TO
AMENDMENTS SEC 103-01 THROUGH SEC 103-6 OF
CHAPTER 103 STORMWATER MANAGEMENT
OF THE CODE OF ORDINANCES**

JUNE 11, 2019



Carla K. Williamson, CMC
City Clerk


for Paul Kramer
City Manager

ISSUE:

Place on first consideration an ordinance amending Sections 103-01 through 103-06 of the Code of Ordinances.

BACKGROUND:

At the May 7, 2019 Study Session the City Commission agreed by consensus to cut the multi-family rates for stormwater in half from \$84.00 per unit to \$42.00 per unit for those multi-family units that had 3 or more units. This would keep “duplexes” at the current rate of \$84.00 per unit. The change requires amendments to chapter 103 to define a duplex dwelling unit separate from a multifamily dwelling unit along with changing the fee schedule, which will be discussed for consideration as a separate item.

ACTION:

Consensus to place the ordinance on first consideration.

ATTACHMENTS:

- Redline copy of changes
- Draft Ordinance of amendments to Sections 103-01 through 103-06 of the Code of Ordinances.

Chapter 103-STORMWATER MANAGEMENT

ARTICLE I. – STORMWATER MANAGEMENT UTILITY

Sec. 103-1. - Definitions.

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

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

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

City means the City of Leavenworth, Kansas.

City commission means the governing body of the city.

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

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

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

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

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

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

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

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

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

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

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

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

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

Operations and maintenance means, without limitation, the current expenses, paid or secured, for operation, maintenance and repair and minor replacement of the system, as calculated in accordance with generally accepted accounting practices, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses including professional services, equipment costs, labor costs, and the cost of materials and supplies used for current operations.

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

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

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

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

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

Stormwater rate means a rate or fee structure for the stormwater management service fee, established by city commission resolution or ordinance, charged for each property within the city that established by this article or by a city commission resolution or ordinance to be subject to such

stormwater rate. The stormwater rate may be established on a residential property, duplex, multifamily, nonresidential property, commercial, industrial, square footage, or other basis as the city commission may determine.

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

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

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

(Ord. No. 8077, § 1, 6-12-18)

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

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

(Ord. No. 8077, § 1, 6-12-18)

Sec. 103-3. - Administration.

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

- (1) Administer the acquisition, design, construction, maintenance, operation, extension and replacement of the stormwater management system, including any real and personal property that is, will become a part of, or will protect the system;
- (2) Administer and enforce this article and all regulations, guidelines and procedures relating to the design, construction, maintenance, operation and alteration of the stormwater management system, including but not limited to, the flow rate, volume, quality and/or velocity of the stormwater conveyed thereby;
- (3) Advise the city commission on matters relating to the stormwater management system;
- (4) Review plans concerning the creation, design, construction, extension and replacement of the stormwater management system and make recommendations to the city commission;
- (5) Make recommendations to the city commission concerning the adoption of ordinances, resolutions, guidelines and regulations in furtherance of this article and/or to protect and maintain water quality within the stormwater management system, in compliance with water

quality standards established by state, county, regional and/or federal agencies, as now adopted or hereafter adopted or amended;

- (6) Analyze the cost of services and benefits provided by the stormwater management system and the structure of fees, service charges, fines and other revenues of the stormwater utility at least once each year;
- (7) Make recommendations to the city commission concerning the cost of service and benefits provided by the stormwater management system and the structure of fees, service charges, fines and other revenues of the stormwater utility; and
- (8) Administer programs established pursuant to this article or pursuant to ordinances, resolutions, regulations or guidelines hereafter adopted by the city commission that provide for credits and/or incentives which reduce stormwater management service fees imposed against properties.

(Ord. No. 8077, § 1, 6-12-18)

Sec. 103-4. - Operating budget.

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

(Ord. No. 8077, § 1, 6-12-18)

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

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

calendar year after the date the building permit has been issued for that new nonresidential developed property, regardless of whether a certificate of occupancy has been issued.

(e) Stormwater management service fee for duplex dwelling units. The stormwater management service fee for duplex dwelling units shall be determined by reference to the stormwater rate, as established by a city commission resolution or ordinance. The director shall update the database for duplex dwelling units on an annual basis. In the event of newly-constructed duplex dwelling units, the charge for the stormwater management service fee attributable to those new duplex dwelling units shall commence as of the first day of the calendar year after the date the building permit has been issued for those new duplex dwelling units, regardless of whether a certificate of occupancy has been issued.

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

(e)-(f) Stormwater management service fee for multifamily dwelling units . The stormwater management service fee for multifamily dwelling units shall be determined by reference to the stormwater rate, as established by a city commission resolution or ordinance. The director shall update the database for multifamily dwelling units on an annual basis. In the event of newly-constructed multifamily dwelling units, the charge for the stormwater management service fee attributable to those new multifamily dwelling units shall commence as of the first day of the calendar year after the date the building permit has been issued for those new multifamily dwelling units, regardless of whether a certificate of occupancy has been issued.

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

(f)-(g) Stormwater management service fee calculation . The director shall initially, and from time to time, and with reference to the stormwater rate, determine the stormwater management service fee applicable to single family residential properties, nonresidential developed properties, duplex dwelling units and multifamily dwelling units within the city. To the extent the stormwater rate is established on a square footage basis (whether as to lot size, buildings, or both), the city shall have such square footage calculated to establish the stormwater management service fee. The director shall make the initial calculations with respect to existing single family residential properties, nonresidential developed properties, duplex dwelling units and multifamily dwelling units and may from time to time change this calculation from the information and data deemed pertinent by the director. With respect to property proposed to be nonresidential developed property, the applicant for development or redevelopment approval shall submit square footage calculations as to lot size and building/improvements size, in accordance with the city's building/plan submission requirements, as established from time to time.

(Ord. No. 8077, § 1, 6-12-18)

Sec. 103-6. - Appeal procedure.

(a) Owners of single family residential property, nonresidential developed property, duplex dwelling units or a multifamily dwelling unit with respect to which a stormwater management service fee has been imposed, who:

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

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

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

(Ord. No. 8077, § 1, 6-12-18)

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

ORDINANCE NO. _____

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

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

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

Chapter 103-STORMWATER MANAGEMENT

ARTICLE I. – STORMWATER MANAGEMENT UTILITY

Sec. 103-1. - Definitions.

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

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

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

City means the City of Leavenworth, Kansas.

City commission means the governing body of the city.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 103-3. - Administration.

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

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

- (7) Make recommendations to the city commission concerning the cost of service and benefits provided by the stormwater management system and the structure of fees, service charges, fines and other revenues of the stormwater utility; and
- (8) Administer programs established pursuant to this article or pursuant to ordinances, resolutions, regulations or guidelines hereafter adopted by the city commission that provide for credits and/or incentives which reduce stormwater management service fees imposed against properties.

Sec. 103-4. - Operating budget.

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

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

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

- (e) *Stormwater management service fee for duplex dwelling units.* The stormwater management service fee for duplex dwelling units shall be determined by reference to the stormwater rate, as established by a city commission resolution or ordinance. The director shall update the database for duplex dwelling units on an annual basis. In the event of newly-constructed duplex dwelling units, the charge for the stormwater management service fee attributable to those new duplex dwelling units shall commence as of the first day of the calendar year after the date the building permit has been issued for those new duplex dwelling units, regardless of whether a certificate of occupancy has been issued.

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

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

Sec. 103-6. - Appeal procedure.

- (a) Owners of single family residential property, nonresidential developed property, duplex dwelling units or a multifamily dwelling unit with respect to which a stormwater management service fee has been imposed, who:
 - (1) disagree with the manner by which the applicable stormwater management service fee was determined or calculated; or
 - (2) who believe the stormwater management service fee should not be applied to such owner's multifamily dwelling unit on account of non-leasing or non-occupancy, as provided in section 103-5(e) above;

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

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

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

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

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

 Jermaine Wilson, Mayor

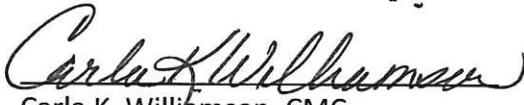
{Seal}

ATTEST:

 Carla K. Williamson, CMC, City Clerk

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE TO
AMENDMENTS APPENDIX F-SCHEDULE OF FEES
OF THE CODE OF ORDINANCES**

JUNE 11, 2019


Carla K. Williamson, CMC
City Clerk


for Paul Kramer
City Manager

ISSUE:

Place on first consideration an ordinance amending Appendix F – Schedule of Fees of the Code of Ordinances.

BACKGROUND:

At the May 7, 2019 Study Session the City Commission agreed by consensus to cut the multi-family rates for stormwater in half from \$84.00 per unit to \$42.00 per unit for those multi-family units that had 3 or more units. This would keep “duplexes” at the current rate of \$84.00 per unit. Below is a section of page 12 of the schedule of fees that has been amended to reflect the changes.

103 STORMWATER MANAGEMENT					
103	5	Single Family Residential Property	Annual Fee	All Single Family Residences	\$84.00
103	5	Duplex Dwelling Unit	Annual Fee	All Duplex Dwelling Units (fee per unit)	\$84.00
103	5	Multifamily Dwelling Unit (containing 3 or more units)	Annual Fee	All Multifamily Dwellings (fee per unit)	84 \$42.00

ACTION:

Consensus to place the ordinance on first consideration.

ATTACHMENTS:

- Draft Ordinance of amendments to Appendix F-Schedule of Fees

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

PASSED and APPROVED by the Governing Body on the ____ day of _____ 2019.

{SEAL}

Jermaine Wilson, Mayor

ATTEST:

Carla K. Williamson, CMC
City Clerk

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
2	ADMINISTRATION				
	(a) Public Information Requests:				
2		Open Public Records		First 5 pages & includes 1/2 hour staff labor	\$5.00
2		Open Public Records		\$0.25 each additional page after first 5 pages	\$0.25
2		Open Public Records		Staff labor cost per hour after first 1/2 hour	\$20.00
2		Video/DVD Reproduction		Copy of DVD, tape or video	\$5.00
2		Video/DVD Reproduction		Staff cost per hour after first 1/2 hour	\$20.00
2		Maps and drawings		Standard map paper 34"x44"	\$6.00
2		Maps and drawings		Standard plotter sheet 34"x44"	\$10.00
2		Maps and drawings		Mylar map sheet or paper plotter with contours or orthophotos 34" x 44"	\$20.00
2		Maps and drawings		Mylar plotter sheet 34" x 44"	\$30.00
2		Public Improvement Inspection Fee		Construction of sanitary sewer, street, storm sewer or other public improvement; 6% fee of actual construction costs approved by Public Works Director	
2		Floodplain		Determination cost	\$125.00
2		Police Department Photo/Video/DVD Copies		Copies of photographs, video and DVD	\$15.00
2		Police Department Record Checks			\$15.00
2		Police Department Money Escorts			\$10.00
2		Police Department Fingerprinting			\$15.00
2		Police Department Uniformed Off Duty		Per hour charge for uniformed off duty officer	\$35.00
2		Police Department Bomb Calls		Other agencies will be assessed at full cost	
2		Postage		Reimburse exact amount of postage	
2	351	Rental Registration	One Time Fee	One time only fee per owner	\$20.00
10	ALCOHOLIC BEVERAGES				
10	51	Cereal Malt Beverage Retailer's License	Jan 1 - Dec 31	Consumption on premises per business	\$200.00
10	51	Cereal Malt Beverage Retailer's License	Jan 1 - Dec 31	Not for consumption on premises per business	\$50.00
10	51	CMB Stamp Tax	Jan 1 - Dec 31	Stamp tax fee submitted to State of Kansas annually	\$25.00
10	93	Alcoholic Liquor Temporary Permit	Per Day	Need zoning form completed for State	\$25.00
10	101	(a) Any licensee holding a license for any of the purposes hereafter mentioned issued by the state director of alcoholic beverage control and within the corporate limits of the city shall pay an annual occupation license tax to the city as follows:			
10	101	Alcoholic Liquor Retailers	1 yr from Issue Date	Alcoholic liquor including beer containing more than 3.2 percent of alcohol by weight for consumption off the premises (sales in the original package only)	\$300.00
10	101	Alcohol and Spirit Manufacturer	1 yr from Issue Date		\$2,500.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	1-100 barrel daily capacity or any part thereof	\$200.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	100-150 barrel daily capacity	\$400.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	150-200 barrel daily capacity	\$700.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	200-300 barrel daily capacity	\$1,000.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	300-400 barrel daily capacity	\$1,300.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	400-500 barrel daily capacity	\$1,400.00
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	500 or more barrel daily capacity	\$1,600.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
10	101	Beer Manufacturer (regardless of alcohol content)	1 yr from Issue Date	Provided that the words "daily capacity" as used herein shall mean the average barrel production for the previous 12 months of manufacturing operation; provided further that if no such basis for comparison exists, the manufacturing licenses shall pay in advance for the first year's operation of tax.	\$1,000.00
10	101	Beer Distributor	1 yr from Issue Date	First and each additional distributing place of business operated in the city by the same licensee and wholesaling and jobbing beer and cereal malt beverage	\$1,000.00
10	101	Microbrewery or Farm Winery	1 yr from Issue Date		\$250.00
10	101	Wine Manufacturer	1 yr from Issue Date		\$500.00
10	101	Wine or Spirit Distributor	1 yr from Issue Date	First and each additional distributing place of business operated in the city by the same licensee and wholesaling and jobbing alcoholic liquors, except beer	\$1,000.00
10	101	Nonbeverage User Class 1	1 yr from Issue Date	100 gallons (not to exceed)	\$10.00
10	101	Nonbeverage User Class 2	1 yr from Issue Date	1,000 gallons (not to exceed)	\$50.00
10	101	Nonbeverage User Class 3	1 yr from Issue Date	5,000 gallons (not to exceed)	\$100.00
10	101	Nonbeverage User Class 4	1 yr from Issue Date	10,000 gallons (not to exceed)	\$200.00
10	101	Nonbeverage User Class 5	1 yr from Issue Date	10,000 gallons (in excess)	\$500.00
The tax shall be paid before business is begun under an original state license and within ten days after the renewal of a state license.					
10	142	Private Club Class A	1 yr from Issue Date	Must have State Paperwork	\$250.00
10	142	Private Club Class B	1 yr from Issue Date	Must have State Paperwork	\$250.00
10	181	Caterer	1 yr from Issue Date	Must have State Paperwork	\$250.00
10	221	Drinking Establishment	1 yr from Issue Date	Must have State Paperwork	\$250.00
14	AMUSEMENTS AND ENTERTAINMENTS				
14	27	Automatic Music/Amusement Services	Mar 1 - Feb 28	Every person engaged in the business of operating an automatic music device for profit or gain, whether as a single business or in conjunction with other businesses. Fee is per device, per year and paid by the owner of the device.	\$40.00
14	112	Carnival, Circus, Streetshow Day	Per Day	Initial fee per day	\$260.00
14	112	Carnival, Circus, Streetshow Day Renew	Daily - Renewal	Renewal fee per day	\$200.00
14	112	Carnival, Circus, Streetshow Week	Per Week	Initial fee per week	\$1,465.00
14	112	Carnival, Circus, Streetshow Week Renew	Week - Renewal	Renewal fee per week	\$1,150.00
14	112	Carnival, Circus, Streetshow (City Sanctioned)	Day	Fee per day	\$200.00
14	112	Carnival, Circus, Streetshow (City Sanctioned)	Week	Fee per week	\$1,150.00
14	112	Petting Zoo (Definition: Domestic animals to include dogs, cats, domesticated sheep, horses, cattle, goats, swine, fowl, ducks, geese, turkeys, confined domestic hares and rabbits and other like animals used and maintained in confinement.)			
14	126	Petting Zoo 1-25 animals	Per Day	1-25 Animals	\$25.00
14	126	Petting Zoo 26-50 animals	Per Day	25 or more Animals	\$50.00
14	126	Petting Zoo	Per Event	Refundable cash bond to guarantee clean up	\$250.00
14	126	Per event: To guarantee site clean up, a \$1,000.00 refundable cash bond if event is held on private property, \$5,000.00 if event is held on City property. Certificate of insurance minimum of \$500,000.00 with City of Leavenworth, Kansas named as additional insured.			
14	204	Professional Wrestling Matches	Per Event	Application for license fee	\$100.00
18	ANIMALS				
18	6	Animal Surrender fee		Owner relinquishment/Surrender accompanied with vaccination papers and medical records	\$20.00

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

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee	
22	67	\$40,001 to \$100,000 Total Valuation		\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, to and including \$100,000		
22	67	\$100,001 to \$500,000 Total Valuation		\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 or fraction thereof, to and including \$500,000		
22	67	\$500,001 to \$1,000,000 Total Valuation		\$3,827 for the first \$500,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$1,000,000		
22	67	\$1,000,001 to \$5,000,000 Total Valuation		\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, to and including \$5,000,000		
22	67	\$5,000,001 Total Valuation and Over		\$18,327 for the first \$5,000,000; plus \$1 for each additional \$1,000 or fraction thereof		
22	67	Other inspections and fees:				
22	67	a) Inspections outside of normal business hours	Per Hour ²	Minimum charge: two hours	\$47.00	
22	67	b) Reinspection fees	Per Hour ²	Assessed under provisions of Section 305	\$47.00	
22	67	c) Inspections - no fee specifically indicated	Per Hour ²	Minimum charge: one-half hour	\$47.00	
22	67	d) Plan Review Fee		65% of permit fee		
22	94	Appeals to the Board of Appeals		Application fee	\$50.00	
22	118	Grading Permit Fees				
22	118	Amending Appendix Section 3310.3, Table No. A-33-B, of the Uniform Building Code to read as follows:				
22	118	a) Grading Permit Fees ¹		100 cubic yards or less: \$37.00		
22	118	b) Grading Permit Fees ¹		101 to 1,000 cubic yards: \$37 for the first 100 cubic yards plus \$17.50 for each additional 100 cubic yards or fraction thereof.		
22	118	c) Grading Permit Fees ¹		1,001 to 10,000 cubic yards: \$194.50 for the first 1,000 cubic yards, plus \$14.50 for each additional 1,000 cubic yards or fraction thereof.		
22	118	d) Grading Permit Fees ¹		10,001 to 100,000 cubic yards: \$325.00 for the first 10,000 cubic yards, plus \$66.00 for each additional 10,000 cubic yards or fraction thereof.		
22	118	e) Grading Permit Fees ¹		100,001 cubic yards or more: \$919.00 for the first 100,000 cubic yards, plus \$36.50 for each additional 10,000 cubic yards or fraction thereof.		
22	118	Notes: ¹ The fee for a grading permit authorizing additional work so that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.				
22	118	² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.				
22	186	Electrical Code		Adopted National Electrical Code, Edition 2006		
22	199	Electrical Code schedule of fees:				
22	199	Electrical		a) 60 ampere service	\$15.00	
22	199	Electrical		b) 100 ampere service	\$18.00	
22	199	Electrical		c) 150 ampere service	\$20.00	
22	199	Electrical		d) 200 ampere service	\$23.00	
22	199	Electrical		e) 400 ampere service	\$25.00	
22	199	Electrical		f) 600 ampere service	\$28.00	
22	199	Electrical		g) 800 ampere service	\$30.00	
22	199	Electrical		h) Over 800 ampere service	\$50.00	
22	199	Electrical		i) Each electrical outlet	\$0.20	
22	199	Electrical		j) Each motor 1 hp or less	\$2.00	
22	199	Electrical		k) Each motor 1 hp to and including 5 hp	\$3.00	
22	199	Electrical		l) Each motor rated above 5 hp including 10 hp	\$5.00	

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
22	199	Electrical		m) Each motor rated above 10 hp including 20 hp	\$8.00
22	199	Electrical		n) Each motor rated above 20 hp	\$9.00
22	199	Electrical		o) Each outdoor electric sign	\$5.00
22	199	Electrical		p) Furnace, range, dryer, hot water tank, window air conditioner	\$2.00
22	199	Electrical		q) Transformer, hair dryer, commercial cooking vats, electric heating units, and similar equipment, up to and including 2 KVA	\$3.00
22	199	Electrical		r) Above 2 KVA and including 10 KVA \$3.00 + \$1.00 per KVA	
22	199	Electrical		s) Above 10 KVA and including 50 KVA \$11.00 + \$0.55 per KVA	
22	199	Electrical		t) Above 50 KVA \$33.00 + \$0.20 per KVA	
22	199	Electrical		u) Air Conditioner other than window units: To be charged from their motor horsepower rating above.	
22	199	Electrical		v) Installation for carnival, circus, road show, and similar installation	\$100.00
22	199	Electrical		w) For issuing each permit	\$24.00
22	199	Electrical		x) Refrigerated display case, each section	\$5.00
22	301	Electrical Trade Examination		Electrical trade examination sponsorship fee*	\$35.00
22	303	Electrical Contractor	Jan 1 - Dec 31	Electrical contractor certificate of qualification	\$200.00
22	303	Electrical Contractor	Jan 1 - Dec 31	Renewal of electrical contractor's license	\$200.00
22	304	Residential Landlord Electrician	Jan 1 - Dec 31	Application & Yearly fee	\$35.00
22	305	Master Electrician	Jan 1 - Dec 31	Master electrician license	\$35.00
22	305	Master Electrician (renewal)	Jan 1 - Dec 31	Master electrician license renewal	\$35.00
22	306	Maintenance Electrician	Jan 1 - Dec 31	Maintenance electrician examination and license fee	\$35.00
22	307	Journeyman Electrician	Jan 1 - Dec 31	Journey electrician license	\$35.00
22	307	Journeyman Electrician (renewal)	Jan 1 - Dec 31	Journey electrician license renewal	\$35.00
22	308	Apprentice electrician license	Jan 1 - Dec 31	Apprentice electrician license	\$15.00
22	351	Plumbing Code		Adopted Uniform Plumbing Code, Edition 2006	
22	351	Plumbing Code schedule of fees:			
22	351	Plumbing		a) For issuing each permit	\$24.00
22	351	Plumbing		b) For issuing each supplement permit	\$10.00
22	351	Plumbing		c) For each plumbing fixture on one trap or a set of fixtures on one trap, including water, drainage piping and backflow protection thereof	\$7.00
22	351	Plumbing		d) For each building sewer and each trailer park sewer	\$15.00
22	351	Plumbing		e) Rainwater systems, per drain (inside building)	\$7.00
22	351	Plumbing		f) For each cesspool	\$25.00
22	351	Plumbing		g) For each private sewage disposal system	\$40.00
22	351	Plumbing		h) For each water heater and/or vent	\$7.00
22	351	Plumbing		i) For each gas piping system of one to five outlets	\$5.00
22	351	Plumbing		j) For each additional gas piping system outlet, per outlet	\$1.00
22	351	Plumbing		k) For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps	\$7.00
22	351	Plumbing		l) For each installation, alteration or repair of water piping and/or water treating equipment	\$7.00
22	351	Plumbing		m) For each repair or alteration of drainage or vent piping, each fixture	\$7.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
22	351	Plumbing		n) For each lawn sprinkler system on any one meter, including backflow protection devices therefore	\$7.00
22	351	Plumbing		o) For vacuum atmospheric-type vacuum breakers not included in items listed above:	
22	351	Plumbing		1) One to five	\$5.00
22	351	Plumbing		2) Over five, each	\$1.00
22	351	Plumbing		p) For each backflow protective device other than atmospheric-type vacuum breakers:	
22	351	Plumbing		1) Two inch diameter and smaller	\$7.00
22	351	Plumbing		2) Over two inch diameter	\$15.00
22	351	Plumbing		q) Perc test	\$200.00
22	351	Plumbing		r) Septic inspection	\$50.00
22	380	Certificate of Qualification or Registration			
22	380	Plumbing Contractor	Jan 1 - Dec 31	Application and yearly fee	\$200.00
22	380	Master Plumber	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	380	Journeyman	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	380	Apprentice Plumber	Jan 1 - Dec 31	Application and yearly fee	\$15.00
22	380	Gas Contractor	Jan 1 - Dec 31	Application and yearly fee	\$200.00
22	380	Master Gas Fitter	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	380	Journeyman Gas Fitter	Jan 1 - Dec 31	Application and yearly fee	\$15.00
22	380	Plumbing Trade Examination		Sponsorship fee *	\$35.00
22	380	Residential Landlord Plumbing Examination Fee	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	380	Examination Fee		Applicant shall pay actual fees charged by testing agencies.	
22	421	Gas Fitting and Piping Code		Adopted Uniform Plumbing Code, Edition 2006	
22	421	Gas Contractor	Jan 1 - Dec 31	Application and yearly fee	\$200.00
22	421	Master Gas Fitter	Jan 1 - Dec 31	Application and yearly fee	\$35.00
22	421	Journeyman Gas Fitter	Jan 1 - Dec 31	Application and yearly fee	\$15.00
22	466	Mechanical Code		Adopted Uniform Mechanical Code 2006 Edition	
22	466	Condensing Unit Only		Permit fee	\$10.00
22	466	Mechanical Permit Fees - shall be as follows:			
22	466	Mechanical		a) For issuing each permit	\$24.00
22	466	Mechanical		b) For issuing each supplemental permit	\$10.00
22	466	Mechanical		c) For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	\$15.00
22	466	Mechanical		d) For the installation or relocation of each forced-air or gravity type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h	\$18.00
22	466	Mechanical		e) For the installation or relocation of each floor furnace, including vent	\$15.00
22	466	Mechanical		f) For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	\$15.00
22	466	Mechanical		g) For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit	\$8.00
22	466	Mechanical		h) For the repair of, alteration of, or addition to each heating appliance refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls regulated by this Code.	\$14.00
22	466	Mechanical		i) For the installation or relocation of each boiler or compressor to and including three (3) hp, or each absorption system to and including 100,000 Btu/h	\$15.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee	
22	466	Mechanical		j) For the installation or relocation of each boiler or compressor over three (3) hp to and including 15 hp, or each absorption system over 100,000 and including 100,000 Btu/h	\$27.00	
22	466	Mechanical		k) For the installation or relocation of each boiler or compressor over 15 hp to and including 30 hp, or each absorption system over 500,000 Btu/h to and including 1,000,000 Btu/h	\$38.00	
22	466	Mechanical		l) For the installation or relocation of each boiler or compressor over 30 hp to and including 50 hp, or each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	\$56.00	
22	466	Mechanical		m) For the installation or relocation of each boiler or refrigeration compressor over 50 hp, or each absorption system over 1,750,000 Btu/h	\$93.00	
22	466	Mechanical		n) For each air handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto	\$11.00	
22	466	Mechanical		Note: This fee shall not apply to an air-handling unit which is a portion of a factory assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in this code.		
22	466	Mechanical		o) For each air handling unit over 10,000 cfm	\$18.00	
22	466	Mechanical		p) For each evaporative cooler other than portable type	\$11.00	
22	466	Mechanical		q) For each ventilation fan connected to a single duct	\$8.00	
22	466	Mechanical		r) For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	\$11.00	
22	466	Mechanical		s) For the installation of each hood which is served by a mechanical exhaust, including the ducts for each hood	\$11.00	
22	466	Mechanical		t) For the installation or relocation of each domestic type incinerator	\$18.00	
22	466	Mechanical		u) For the installation or relocation of each commercial or industrial type incinerator	\$15.00	
22	466	Mechanical		v) For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code	\$11.00	
22	491	Mechanical Licensing				
22	491	Mechanical Contractor	Jan 1- Dec 31	Application and yearly fee	\$200.00	
22	491	Mechanical Apprentice	Jan 1- Dec 31	Application and yearly fee	\$15.00	
22	491	Mechanical Trade Examination	Jan 1- Dec 31	Sponsorship fee *	\$35.00	
22	491	Residential Landlord Mechanical	Jan 1 - Dec 31	Application and yearly fee	\$35.00	
22	491	Examination Fee		Applicant shall pay actual fees charged by testing agencies.		
22	494	Fireplace Installer	Jan 1- Dec 31	Application and yearly fee	\$200.00	
22	494	Examination		Applicant shall pay actual fees charged by testing agencies.		
22		Note: All licenses shall be renewed on a yearly basis and shall expire on December 31 of the year the license is issued.				
22		* Applicant shall pay actual fees charged by testing agencies.				
22	634	Moving of Structures	Per Move	Permit fee	\$250.00	
22	669	Mover's License	Per Week	Building mover permit fee	\$60.00	
22	669	Mover's License	Per Year	Building mover permit fee	\$150.00	
22	709	Dangerous Structures Administrative Fee		Administrative fee for abatement of dangerous structure	\$100.00	
22	709	Dangerous Structures Demolition Permit		Sheds and structures of 120 square feet or less	\$10.00	
22	709	Dangerous Structures Demolition Permit		Garages or structures of 121 square feet to 900 square feet	\$15.00	
22	709	Dangerous Structures Demolition Permit		Houses and single structures over 900 square feet	\$50.00	
22	709	Dangerous Structures Demolition Permit		Multifamily, commercial and industrial structures regardless of the number of buildings on the site to be demolished	\$150.00	

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

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

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
46	267	First Offense Regulated land disturbance activity of less than 1 acre or 1 single family residence			\$5,000.00
46	267	Second and following offenses		Surety Shall be doubled	
46	267	Fees for all other Categories		Surety Shall be doubled	
50	FIRE PREVENTION AND PROTECTION				
50	31	Fire Department Fees:			
50	31	Hazmat Response		Charged the full cost of the response	
50	31	Underground Storage Tank		Inspection (remove and install)	\$75.00
50	31	Propane Tank		Inspection	\$75.00
54	HEALTH AND SANITATION				
54	74	Nuisance Assessment Fee		Assessment of city costs of abatement	\$100.00
54	75	Nuisance Penalty		First offense minimum fine	\$100.00
54	75	Nuisance Penalty		Second offense minimum fine	\$250.00
54	75	Nuisance Penalty		Third offense minimum fine	\$500.00
54	75	Nuisance Penalty		Fourth and subsequent offenses minimum fine or by imprisonment, not to exceed 6 months, or by both such fine and imprisonment.	\$500.00
54	FOOD				
54	133	Health Permit	Jan 1 - Dec 31	Annual permit fee	\$100.00
54	134	Food Handler Permit	Lifetime	School conducted by city health officer as requested and approved as needed (fee per person attending)	\$10.00
54	134	Food Handler	Lifetime	Duplicate Food Handler Card	\$1.00
54	134	On-Line Food Handler Class Permit	Lifetime	Food handler training from city's online food handler training provider-fee paid directly to online provider	\$20.00
54	156	Temporary Food Service Permit	Per Event	Issued per special event for a period of no more then three (3) consecutive days	\$10.00
54	156	Inspection of Temporary Food Vendor	Per Event	Inspection of any temporary food vendor without a state license	\$25.00
54	166	Mobile Food Vendor	Mar 1 - Feb 28	Annual permit fee	\$60.00
54	177	Ice Cream Vendor	Mar 1 - Feb 28	Annual permit fee	\$60.00
54	PRIVIES, CESSPOOLS AND SEPTIC TANKS				
54	190	Privies, Cesspools and Septic Tanks		Installation of septic tanks permit fee	\$10.00
54	TEMPORARY SEWAGE LAGOONS				
54	234	Temporary Sewage Lagoons		Installation permit fee	\$25.00
66	MANUFACTURED HOMES AND TRAILERS				
66	79	Travel Trailer Park	Per Year	Per each block of 100 travel trailer spaces or fraction thereof, per year	\$25.00
66	79	Travel Trailer Park	Per Year	Maximum, per year	\$250.00
66	79	Travel Trailer Park		Plus, per travel trailer space occupied for a period aggregating more than 30 days, per 3 month period	\$1.50
66	142	Mobile Home Park		Rezoning application	\$350.00
66	145	Mobile Home Park		Construction of a mobile home park per lot fee	\$2.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
66	145	Mobile Home Park		Construction of a mobile home park minimum fee	\$10.00
66	174	Mobile Home Park	Per Month, Payable Quarterly	For each mobile home park: per lot occupied by an inhabited mobile home (residence or domicile of one or more persons) for a period aggregating more than 20 days each month.	\$15.00
66	174	Mobile Home Park	Annual	For each mobile home park: per lot occupied by an inhabited mobile home (residence or domicile of one or more persons) for a period aggregating more than 20 days each month. Annual inspection fees, per lot.	\$10.00
66	176	Mobile Home Park	Transfer	Transfer of license per mobile home lot	\$5.00
78	PEDDLERS AND SOLICITORS				
78	1	Peddler: Any person, whether a resident of the city or not, traveling from house to house or street to street for the purpose of selling or soliciting for the sale of any goods, wares, merchandise or services other than agricultural products produced or processed in this state and who is not required to obtain a license and pay a fee under any other provision of the Code of Ordinances.			
78	1	Transient Merchant, Itinerant Merchant or Itinerant Vendor: (See definition) and who is not required to obtain a license and pay a fee under any other provision of the Code of Ordinances.			
78	6	Peddler	Per Day	Daily permit fee	\$50.00
78	6	Peddler	Per Week	Weekly permit fee	\$250.00
		Provided, that the above fees shall not apply to commercial travelers commonly called "drummers" who take orders from retail merchants or manufacturers.			
78	6	Transient Merchant, Itinerant Merchant or Itinerant Vendor	Per Day	Permit not to exceed 5 days; no more than two licenses may be issued in a calendar year.	\$50.00
90	SECONDHAND GOODS				
90	41	Garage Sale Permit	Per Garage Sale	One (1) garage sale per quarter (1st quarter January through March, 2nd quarter April through June, 3rd quarter July through September, and 4th quarter October through December) for a total of four (4) per year.	\$5.00
90	65	Pawnbrokers	Annually	See state law reference K.S.A. 16-701 et.seq.	\$25.00
90	65	Precious Metal Dealers	Annually	See state law reference K.S.A. 16-701 et.seq.	\$25.00
90	86	Junk Dealers, Junkyards, Auto Storage Yards	Jan 1 - Dec 31	Licensing Fee	\$150.00
98	SOLID WASTE				
98	Article II	Collection and Disposal		Car	\$2.00
98	Article II	Collection and Disposal		Pick-up Truck	\$5.00
98	Article II	Collection and Disposal		Single axle dump/flat bed	\$15.00
98	Article II	Collection and Disposal		Tandem axle dump high side bed	\$25.00
98	Article II	Collection and Disposal		Truck with chipper box	\$25.00
98	Article II	Collection and Disposal		Added fee for trailer 8 feet or less	\$5.00
98	Article II	Collection and Disposal		Added fee for trailer 9 feet to 16 feet	\$10.00
98	Article II	Collection and Disposal		Added fee for trailers over 16 feet (each additional foot over 16 feet)	\$1.00
98	Article II	Collection and Disposal		Added fee for modified trailers or beds with walls that exceed 4 feet in height	\$5.00
98	Article II	Minor Collection and Disposal		Minor special refuse pick-up for inactive residential homes up to three cubic yards (3cy), being approximately three feet wide, three feet tall and nine feet long	\$100.00
98	33	Plastic Refuse Bags		Additional roll of Refuse Bags purchased	\$7.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
98	Article II	Major Collection and Disposal		Major special refuse pick-up for inactive residential homes in excess of three cubic yards (3cy), or requiring the use of mechanized loading equipment such as a loader or grapple truck.	\$250.00
98	58	Collector's License	Per Year	Per vehicle	\$100.00
102	STREETS, SIDEWALKS AND OTHER PUBLIC PLACES				
102	3	Encumbering Streets Permit	Per Event	Property improvements permit	\$90.00
102	38	Use Permit Fee	3 days	Per sale not to exceed three consecutive days	\$15.00
102	38	Use Permit Fee	3 Months	Sale for a three month period	\$40.00
102	38	Use Permit Fee	12 Months	Sale for a 12 month period	\$100.00
102	38	Banner (4th Street between Shawnee & Delaware)	Per Hanging	Banner hanging over 4th Street	\$25.00
102		Sidewalk Construction and Repair		Construction and repair permit fee	\$15.00
102	38	Special Events	Per Occurrence	Permit fee	\$25.00
102	255	Curb Cuts and Driveway Construction	Per Occurrence	Permit fee	\$15.00
102	312	Excavations	Per Occurrence	Permit fee	\$10.00
102		Street Sweeping	Per Hour	Street sweeping, private property	\$55.00
102		Alley Paving		Alley paving will be charged the cost of asphalt, chip & seal	
102		Fill old wells	Per Occurrence	Fee	\$100.00
103	STORMWATER MANAGEMENT				
103	5	Single Family Residential Property	Annual Fee	All Single Family Residences	\$84.00
103	5	Duplex Dwelling Unit	Annual Fee	All Duplex Dwelling Units (fee per unit)	\$84.00
103	5	Multifamily Dwelling Unit (containing 3 or more units)	Annual Fee	All Multifamily Dwellings (fee per unit)	\$84 -\$42.00
Commercial Property (calculated on the total square foot of the footprint of all buildings on the property)					
103	5	Commercial Property 1,500 sqft or less	Annual Fee	Commercial property with foot print of buildings 1,500 sqft or less	\$162.50
103	5	Commercial Property 1,501 - 4,500 sqft	Annual Fee	Commercial property with foot print of buildings 1,501 - 4,500 sqft	\$337.50
103	5	Commercial Property 4,501 - 10,000 sqft	Annual Fee	Commercial property with foot print of buildings 4,501 - 10,000 sqft	\$512.50
103	5	Commercial Property 10,001 - 20,000 sqft	Annual Fee	Commercial property with foot print of buildings 10,001 - 20,000 sqft	\$675.00
103	5	Commercial Property 20,001 - 50,000 sqft	Annual Fee	Commercial property with foot print of buildings 20,001 - 50,000 sqft	\$1,200.00
103	5	Commercial Property 50,001 - 100,000 sqft	Annual Fee	Commercial property with foot print of buildings 50,001 - 100,000 sqft	\$2,075.00
103	5	Commercial Property 100,001 - 200,000 sqft	Annual Fee	Commercial property with foot print of buildings 100,001 - 200,000 sqft	\$2,600.00
103	5	Commercial Property over 200,000 sqft	Annual Fee	Commercial property with foot print of buildings over 200,000 sqft	\$3,125.00
Industrial Property (calculated on the total square foot of the footprint of all buildings on the property)					
103	5	Industrial Property 4,500 sqft or less	Annual Fee	Industrial property with foot print of buildings 4,500 sqft or less	\$337.50
103	5	Industrial Property 4,501 - 10,000 sqft	Annual Fee	Industrial property with foot print of buildings 4,501 - 10,000 sqft	\$512.50
103	5	Industrial Property 10,001 - 20,000 sqft	Annual Fee	Industrial property with foot print of buildings 10,001 - 20,000 sqft	\$675.00
103	5	Industrial Property 20,001 - 50,000 sqft	Annual Fee	Industrial property with foot print of buildings 20,001 - 50,000 sqft	\$1,200.00
103	5	Industrial Property 50,001 - 100,000 sqft	Annual Fee	Industrial property with foot print of buildings 50,001 - 100,000 sqft	\$2,075.00
103	5	Industrial Property 100,001 - 200,000 sqft	Annual Fee	Industrial property with foot print of buildings 100,001 - 200,000 sqft	\$2,600.00
103	5	Industrial Property over 200,000 sqft	Annual Fee	Industrial property with foot print of buildings over 200,000 sqft	\$3,125.00
106	TENT SHOWS AND MEETINGS				
106	38	Tent Show and Meeting	Per Occurrence	Permit fee	\$40.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
110	TRAFFIC AND VEHICLES				
110	131-142	Permit Parking	Monthly	Permit parking fee	\$20.00
110	131-142	Permit Parking		Permit parking fee after the 15th of the month for balance of the month	\$10.00
110	161-167	Loading Zone Permit	Annual	Loading zone permit fee	\$100.00
114	UTILITIES				
114	38	Meters - Inspection		Application for inspection fee	\$1.00
114	39	Meters - Payment of fees		Company fee for use of inaccurate meter	\$2.00
114	111	Sewers Connections Inspection		Sewer connection within a benefit district	\$5.00
114	171	Auxiliary Facilities		Deposit for excavations	\$100.00
114	183	Auxiliary Facilities Permit		Approval of application; fee: permit fee for auxiliary utility facility	\$2.00
118	VEGETATION				
118	39	Tree Trimmer or Tree Surgeon	Per Year	License Fee	\$50.00
122	VEHICLES FOR HIRE				
122	49	Taxicabs		Inspection of each vehicle	\$1.00
122	52	Taxicab Owner	Jan 1 - Dec 31	Fee for owner of taxicab business, per year, per vehicle	\$100.00
122	53	Taxicab Owner - Duplicate		Fee for duplicate owner's license	\$15.00
122	55	Taxicab Owner Transfer	Jan 1 - Dec 31	Transfer of taxicab owner's license	\$15.00
122	69	Taxicab Driver	Jan 1 - Dec 31	Fee for taxicab driver's license	\$35.00
122	70	Taxicab Driver - Duplicate		Fee for duplicate driver's license	\$15.00
122	116	Limousine Service		Inspection fee for each vehicle and title prerequisite to issuance	\$1.00
122	117	Limousine Driver	Jan 1 - Dec 31	Annual license fee	\$35.00
122	117	Limousine Owner	Jan 1 - Dec 31	Annual license fee	\$100.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
Appendix B	VACATING STREETS, ALLEYS AND EASEMENTS				
		Petition	Per Occurrence	Vacation of public rights-of-way	\$250.00
Appendix E	ZONING ORDINANCE				
	21	Board of Zoning Appeals:			
		a) Appeal		Fee for appeal	\$350.00
		b) Variance		Fee for variance	\$350.00
		c) Exception		Fee for exception	\$350.00
		Amendments			
	21	General provisions, subsection (f) fees:			
		(a) R1-25 Single family residential district			\$350.00
		(b) R1-9 Single family residential district			\$350.00
		(c) R1-6 Single family residential district			\$350.00
		(d) R4-16 high density one four family residential district			\$350.00
		(e) R-MF multiple family residential district			\$350.00
		(f) MP mobile/manufactured home park district			\$350.00
		(g) OBD office business district			\$350.00
		(h) NBD neighborhood business district			\$350.00
		(i) CBD central business district			\$350.00
		(j) GBD general business district			\$350.00
		(k) I-1 light industrial district			\$350.00
		(l) I-2 heavy industrial district			\$350.00
		(m) PUD planned unit development district			\$350.00
		(n) Special use permit			\$350.00
	21	Filing Fees and Charges			
		(a) Schedule of fee:			
		(1) Subdivision		For first five lots, plus \$10.00 per lot over five lots	\$350.00
		(2) Exceptions			\$75.00
		(3) Appeal		Appeal to the governing body	\$75.00
		(4) Recording		Recording fees	\$20.00
		(5) Preservation Major Certificate Review		Review fee	\$200.00
		(6) Property Analysis Determination		Analysis and determination fee (i.e. zoning, special assessments, liens, sheriff sale)	\$25.00
		(b) Additional costs for recording documents, publications, writs & engineering may be required. Costs will be billed to the applicant.			
		Sign Erector	Jan 1 - Dec 31	Any person engaged in the business of sign or billboard fabrication, erection or installation	\$150.00
		Sign Permits, Fees, Inspections and Licensing		Permanent signs 50 square feet or less	\$50.00
		Sign Permits, Fees, Inspections and Licensing		Permanent signs greater than 50 square feet but less than 100 square feet	\$75.00
		Sign Permits, Fees, Inspections and Licensing		Permanent Signs greater than 100 square feet	\$100.00
		Sign Permits, Fees, Inspections and Licensing		Temporary signs: per 60 days	\$50.00

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE
AMENDING SEC. 2-26 OF THE CODE OF ORDINANCES
RELATED TO THE DATE ELECTED OFFICIALS TAKE OFFICE**

JUNE 11, 2019


Carla K. Williamson, CMC
City Clerk

for 
Paul Kramer
City Manager

ISSUE:

First consideration of an ordinance to amend Sec. 2-26 of the code of ordinances related to the date elected city officials take office.

BACKGROUND:

At the May 21, 2019 Study Session the City Commission discussed Senate Bill No. 105 signed by Governor Kelly in April. The bill allows cities to establish an alternate date for elected officials to take office. The date must be between December 1 and the second Monday in January. The bill will become law and go into the statute books on July 1, 2019. At the Study Session, there was a consensus by the Commission to change the date to the first Tuesday in December.

The bill required that cities change the effective date by Resolution, which has been presented to the Commission. An ordinance is also necessary to amended into our code of ordinances.

ACTION:

Consensus to place on first consideration

ATTACHMENTS:

- Current Sec. 2-26 with noted changes
- Draft ordinance for first consideration

CHAPTER 2 ADMINISTRATION:

ARTICLE II – GOVERNING BODY

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

(a) *Form of government.* The city continues to operate under the commission-manager form of government, pursuant to K.S.A. 12-184b as codified in L. 2015, chapter 88, §§ 10—12, and pursuant to all existing ordinances and charter ordinances relating to its form of government. The city commission shall consist of five commissioners, who are residents and qualified electors of the city, to be elected to terms set forth herein.

~~(b) *Governing body; transition to November elections.* Those governing body positions with terms that would have expired in April 2017, shall expire on the second Monday in January of 2018, when the city officials elected in the November 2017 general election take office. Those governing body positions with terms that would have expired in April 2019, shall expire on the second Monday in January of 2020, when the city officials elected in the November 2019 general election take office.~~

~~(c) *Same; offices and elections.* The governing body shall consist of five commissioners to be elected to terms as set forth herein. The commissioners shall be residents and qualified electors of the city.~~

~~(d) *(b) Elections. Elections of commissioners.* General elections shall take place be held on the Tuesday succeeding following the first Monday in November of each odd-numbered year. All elections for the city shall be nonpartisan.~~

~~2017, and succeeding elections will be held every two years for all such governing body positions whose terms have expired. At succeeding regular city elections there shall be elected two commissioners for a four-year term and one commissioner for a two-year term. The candidates receiving the largest and second largest number of votes shall be elected for four-year terms, and the candidate receiving the third largest number of votes shall be elected for a two-year term. All elections for the city shall be nonpartisan.~~

~~(c) *Terms of office.* The terms of each commissioner position with terms that would have expired in January 2020 shall expire the first Tuesday in December 2019 when the commissioners elected in the November 2019 general election take office. The terms of each commissioner position with terms that would have expired in January 2022 shall expire the first Tuesday in December 2021 when the commissioners elected in the November 2021 general election take office. At each regular city election, there shall be elected two commissioners for a four-year term, and one commissioner for a two-year term. The candidates receiving the largest and second largest number of votes shall be elected for four-year terms, and the candidate receiving the third largest number of votes shall be elected for a two-year term commencing the first Tuesday in December following certification of the election. All elections for the city shall be nonpartisan.~~

~~(e) *(d) Candidates. Candidacy for city commission.* In accordance with K.S.A. 25-205, and amendments thereto, any person may become a candidate for city office elected at large by having had filed on their behalf, a nomination petition or a declaration of candidacy, accompanied by any fee required by law not later than 12 noon, on June 1, prior to such primary election, or if such date falls on Saturday, Sunday or a holiday, then before 12 noon on the next following day that is not a Saturday, Sunday or holiday. If filing by The nomination petition, such petition must be signed by 50 qualified electors of the city or not less than one percent of the ballots cast and counted at the last general city election, whichever is less.~~

~~(f) (e) *City manager.* The city governing body shall appoint a city manager to be responsible for the administration and affairs of the city. The city manager shall serve at the pleasure of the governing body. The city manager shall see that all laws and ordinances are enforced. The city manager shall appoint and remove all heads of departments and all subordinate officers and employees of the city. All appointments shall be made upon merit and fitness alone.~~

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

Section 3. EFFECTIVE DATE. Upon passage and summary publication in the official city newspaper as provided by State law, this ordinance shall become effective on July 2, 2019 after publication of SB105 in the Statute Book by the Kansas Revisor of Statutes.

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

Jermaine Wilson, Mayor

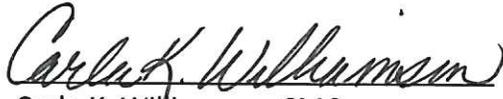
{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE TO
AMENDMENTS TO CHAPTER 74, PARKS & RECREATION
OF THE CODE OF ORDINANCES**

JUNE 11, 2019



Carla K. Williamson, CMC
City Clerk

for 
Paul Kramer
City Manager

ISSUE:

Place on first consideration an ordinance amending Chapter 74 of the Code of Ordinances.

BACKGROUND:

At the June 4, 2019 Study Session staff reviewed proposed amendments to Chapter 74, Parks and Recreation to include policies and regulations already in place.

No changes have been made to this Chapter in over 40 years. Over time, various regulations have been put into effect but have never been added into the code of ordinances. The proposed amendments were presented for review and discussion.

The Commission was in favor of the proposed amendments.

ACTION:

Consensus to place the ordinance on first consideration.

ATTACHMENTS:

- Draft Ordinance of amendments to Chapter 74

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

ORDINANCE NO. _____

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

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

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

Chapter 74 – PARKS AND RECREATION

ARTICLE I. – GENERAL PROVISIONS

Sec. 74-1. - General provisions.

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

Sec. 74- 2. - Penalty for violation.

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

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

The parks and recreation director, with the consent of the city manager, is authorized to make and enforce such additional rules and regulations as may be necessary for the management and operation of any of the lands, buildings, structures, pools or facilities that are placed under the supervision of the parks and recreation director by action of the governing body or city manager. The regulatory authority shall be supplementary to any specific such authority contained elsewhere in the city code. Such rules and regulations shall have the force and effect of law and the violation of those rules shall constitute a public offense and shall be enforced in the same manner as other violations of the municipal code. Violation

of any adopted rules and regulations shall be grounds for eviction from the park lands, buildings, pools or facilities and the denial, revocation or suspension of any privilege granted by the parks and recreation department. Such rules and regulations shall be approved by the director and posted in a conspicuous place in or on the park land, building, structures, rooms or facilities or be maintained in written form and available to the public in the office of the parks and recreation director prior to their becoming effective.

Sec. 74-4. - Fees and insurance.

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

Sec. 74-5. - Severability.

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

Sec. 74-6 – 74-25. - Reserved.

ARTICLE II – PARK REGULATIONS.

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

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

Exceptions:

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

Sec. 74-27 - Sanitation and fire.

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

It shall be unlawful to light or maintain any fire in a park or on public ground other than in an incinerator, ring pits fireplace or oven provided or a portable device constructed and used so as to prevent the spread of fire or burning material therefrom. Fires must be extinguished before leaving the area. Fires may be prohibited entirely as a protective measure from time to time by the posting by the city of special warning signs and may be part of the conditions upon which event approval or reservations are given.

Sec. 74-28 - Vandalism.

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

Sec. 74-29 - Animals.

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

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

Sec. 74-30 - Motor vehicles prohibited.

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

Sec. 74-31 - Skating and skateboarding.

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

Sec. 74-32 - Fishing and hunting.

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

Sec. 74-33. - Commercial use.

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

Sec. 74-34. - Camping.

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

Sec. 74-35. - Riverfront park camping.

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

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

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

Sec. 74-37. - Alcoholic beverage.

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

Sec. 74-38 – 74-60. - Reserved.

ARTICLE III – COMMUNITY CENTER.

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

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

Sec. 74-62 – 74-80. - Reserved.

CHAPTER IV – MUNICIPAL SWIMMING POOLS.

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

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

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

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

Sec. 74-83. - Contagious disease.

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

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

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

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

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

Sec. 74-86. - Animals prohibited.

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

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

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

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

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

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

Sec. 74-89 - Children accompanied by adult.

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

Sec. 74-89 – 74-125. - Reserved.

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

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

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

Jermaine Wilson, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk