



Welcome - 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

Study Session:

1. Quarterly Report-Leavenworth School District (pg. 2)
2. Alliance Against Family Violence Update (pg. 3)

Special Meeting:

- Open a Special Meeting **Action:** Motion
3. Second Consideration Ordinance No. 8093 Adopting Appendix F Schedule of Fees
Action: Roll Call Vote (pg. 4)
4. Consider Renewal of 2019 City Commercial Insurance Package **Action:** Motion (pg. 21)
5. Consider Approval of 2019 Pavement Management Design Contract **Action:** Motion (pg. 23)
6. First Consideration Ordinance Special Use Permit 2400 S 15th Solar Panels **Action:** Consensus (pg. 44)

Executive Session:

- Personnel Matters of Non-Elected Personnel K.S.A. 75-4319 (b) 1; Annual Performance Review of the City Manager
Action: Motion (pg. 58)

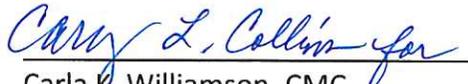
Adjourn

Action: Motion

**STUDY SESSION POLICY REPORT
PRESENTATION BY
LEAVENWORTH UNIFIED SCHOOL DISTRICT NO. 453**

DECEMBER 18, 2018

Prepared by:


Carla R. Williamson, CMC
City Clerk

Reviewed by:

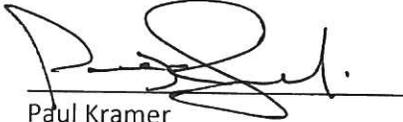

Paul Kramer
City Manager

ISSUE:

Superintendent Mike Roth with Leavenworth Unified School District No. 453 will provide a quarterly update to the City Commission.

Policy Report
Alliance Against Family Violence Update
Dec. 18, 2018

Prepared by:

A handwritten signature in black ink, appearing to read "Paul Kramer", written over a horizontal line.

Paul Kramer
City Manager

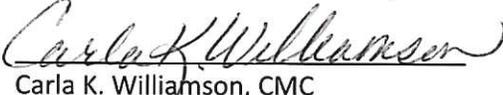
Issue:

A representative from the Alliance Against Family Violence will introduce the new Executive Director, Jennifer Marsh, to the City Commission. Ms. Marsh will be in attendance to address the Commission.

**POLICY REPORT
SECOND CONSIDERATION
ORDINANCE No. 8093
AMENDING APPENDIX F
SCHEDULE OF FEES 2019**

DECEMBER 18, 2018

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

BACKGROUND:

At the December 11, 2018 City Commission meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING THE SCHEDULE OF FEES WITHIN THE CORPORATE LIMITS OF THE CITY OF LEAVENWORTH, KANSAS AND INCORPORATING BY REFERENCE THE APPENDIX F SCHEDULE OF FEES OF THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, DATED DECEMBER 18, 2018, FOR THE CITY OF LEAVENWORTH.

At the December 11, 2018 City Commission meeting the fees for Massage Therapists and Massage Therapy Establishments was raised by one of the local massage therapists.

At the November 14, 2018 Study Session fees were discussed and the fees for massage establishment for surrounding municipalities were provided and are as follows:

| City | Establishment New Application | Establishment Annual Renewal |
|---------------------|--|------------------------------------|
| Lenexa | \$300.00 | \$150.00 |
| Overland Park | \$300.00 | \$300.00 |
| Olathe | \$300.00 | \$150.00 |
| Shawnee | \$300.00 | \$100.00 |
| Bonner Springs | \$200.00 | \$150.00 |
| Lansing | \$300.00 | \$150.00 |
| Leavenworth | \$350.00 | \$175.00 |
| Lawrence | issued under a different business License | |
| Ottawa & Basehor | They do not regulated | |

The Commission came to a consensus to reduce the fees for Massage Therapy Establishments from \$350.00 to \$300.00 for new establishments and from \$175.00 to \$150.00 for renewals. The Commission also agreed to allow an exception for Massage Therapists to own their own business and hold a Massage Therapy Establishment license to get a "no-cost" Massage Therapist license.

The current fee for new and renewal massage therapist licenses is \$50.00. The City has contracted with a third-party vendor to do the background checks. The cost for the background check will be \$45.00 and is included in the cost of the license leaving \$5.00 to cover the cost of staff time and licensing supplies.

The question was asked about comparison of other fees for business license such as Taxi Cabs Owner and Taxi Cab Drivers.

Taxi Cab Owners pay \$100.00 **per vehicle** annually and pay approximately \$25.00 to an ASE Certified Mechanic each year for proof of inspection.

Taxi Cab Drivers pay \$35.00 per year for a license. In addition they pay \$10.00 to the DMV for a copy of their driving record each year which is turned in with the application. The background check for drivers is less comprehensive than that of a massage therapist and is currently checked by the Police Department. That could change in the upcoming year since we now have a contract with a third-party to complete background checks. The change would require an amendment to the existing ordinance and an increase in the fee to cover the \$45.00 background check fee charged by the vendor.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 8093 as presented.

ACTION:

Ordinance No. 8093 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8093

(Summary Publish in the Leavenworth Times on December 21, 2018)

ORDINANCE NO. 8093

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, DATED DECEMBER 18, 2018, FOR 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. 8093. The Appendix F Schedule of Fees shall be attached to Ordinance No. 8093, 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 later of (a) the date of its publication in the official city newspaper, or (b) December 31, 2018.

PASSED and APPROVED by the Governing Body on the 18th day of December 2018.

{SEAL}

Mark Preisinger, 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 Examination Fee | Jan 1 - Dec 31 | Application and yearly fee | \$35.00 | |
| 22 | 494 | Fireplace Installer | Jan 1- Dec 31 | Applicant shall pay actual fees charged by testing agencies. | | |
| 22 | 494 | Examination | | Application and yearly fee | \$200.00 | |
| 22 | | | | 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 fee 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 Disturbance activity less the 1 acre | | No fee if less than one (1) acre | \$0.00 |
| 46 | 266 | Utility Companies/Contractors working for a utility Company with an annual Land Disturbance Permit | | Must be working for a utility company with an annual Land Disturbance Permit | \$0.00 |
| 46 | 267 | Regulated Land Disturbance activity 1-5 acres | Per Event | Permit Fee | \$150.00 |
| 46 | 267 | Regulated Land Disturbance activity more than 5 acres | Per Event | Permit Fee | \$250.00 |
| 46 | 267 | One (1) Single family residence | | No fee if one (1) single family residence | \$0.00 |
| 46 | 267 | Two (2) to Five (5) single family residences | Per Event | Permit Fee | \$150.00 |
| 46 | 267 | More than Five (5) single family residences | Per Event | Permit Fee | \$250.00 |
| 46 | 267 | Failure to Obtain the Land Disturbance Permit prior to the timetable outlined in Chapter 46 will result in these late fees | | | |
| 46 | 267 | First Offense Regulated land disturbance activity of less than 1 acre or 1 single family residence | | Pay permit fee of \$150.00 and administrative fees | \$150.00 Plus Admin fees |
| 46 | 267 | Second and following offenses | | Fees shall be doubled plus administrative fees | Double fee plus Admin fees |
| 46 | 267 | Fees for all other Categories | | Fees shall be doubled plus administrative fees | Double fee plus Admin fees |
| 46 | 267 | Surety Requirements for Land Disturbance | | | |
| 46 | 267 | Regulated Land Disturbance activity less the 1 acre | | No Surety required if less than one (1) acre | \$0.00 |
| 46 | 267 | Regulated Land Disturbance activity 1-5 acres | Per Event | Surety Required | \$5,000.00 |
| 46 | 267 | Regulated Land Disturbance activity more than 5 acres | Per Event | Surety Required | \$10,000.00 |
| 46 | 267 | One (1) Single family residence | Per Event | Surety Required | \$2,500.00 |
| 46 | 267 | Two (2) to Five (5) single family residences | Per Event | Surety Required | \$5,000.00 |
| 46 | 267 | More than Five (5) single family residences | Per Event | Surety Required | \$10,000.00 |
| 46 | 267 | Utility Companies/Contractors working for a utility Company with an annual Land Disturbance Permit | | Must be working for a utility company with an annual Land Disturbance Permit | \$5,000.00 |
| 46 | 267 | Failure to Obtain the Land Disturbance Permit prior to the timetable outlined in Chapter 46 will result in the applicant being required to submit the following Surety | | | |

| 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 | Multifamily Dwelling Unit | Annual Fee | All Multifamily Dwellings (fee per unit) | \$84.00 |
| | 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 |
| 110 | TRAFFIC AND VEHICLES | | | | |
| 110 | 131-142 | Permit Parking | Monthly | Permit parking fee | \$20.00 |

| City Code Chapter | Applicable Section | Description | Effective Timeline | Requirements | Fee |
|-------------------|--------------------------|-------------------------------|--------------------|---|----------|
| 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 |

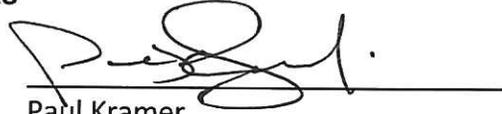
| City Code Chapter | Applicable Section | Description | Effective Timeline | Requirements | Fee |
|-------------------|---|---|--------------------|---|----------|
| Appendix B | VACATING STREETS, ALLEYS AND EASEMENTS | | | | |
| | | Petition | Per Occurrence | Vacation of public rights-of-way | \$250.00 |
| 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
CONSIDER RENEWAL OF
COMMERCIAL INSURANCE PACKAGE FOR 2019**

DECEMBER 18, 2018



Carla K. Williamson, CMC
City Clerk



Paul Kramer
City Manager

ISSUE:

To approve the renewal of the City's Commercial Insurance Package effective January 1, 2019.

BACKGROUND:

In 2017 the City Commission approved the renewal of the City's Commercial Insurance Package with OneBeacon Insurance which included a 3 year rate guarantee. The rate guarantee was subject to certain benchmarks that needed to be met in order to continue with the rate guarantee. In 2018 the policy was renewed at the same rate as guaranteed in 2017.

The rate for 2019 will increase by 11% due to the failure of meeting the loss ratio benchmark. The policy premium will increase from \$383,693 to \$425,145. The City's insurance broker, Mike Reilly will be at the meeting to answer any questions the Commission may have about the insurance renewal.

ACTION:

Motion to approve the 2019 renewal of the OneBeacon commercial insurance package.

ATTACHMENTS:

- Premium Summary

PREMIUM SUMMARY

| DESCRIPTION OF COVERAGE | ONE BEACON PREMIUM 2017-18 | ONE BEACON PREMIUM 2018-19 | ONE BEACON PREMIUM 2019-20 |
|---|----------------------------------|----------------------------------|----------------------------------|
| Property & Earthquake | \$ 126,243 | \$ 126,265 | \$ 131,543 |
| Commercial Inland Marine | \$ 11,029 | \$ 12,048 | \$ 12,048 |
| Commercial General Liability | \$ 72,010 | \$ 74,202 | \$ 78,270 |
| Crime | \$ Incl | \$ Incl | \$ 99 |
| Commercial Automobile | \$ 103,369 | \$ 111,603 | \$ 131,037 |
| Public Officials E & O | \$ 59,414 | \$ 59,575 | \$ 72,148 |
| Law Enforcement Liability | \$ Incl | \$ Incl | \$ Incl |
| Public Entity Employment Practices Liability | \$ Incl | \$ Incl | \$ Incl |
| Package Total | \$ 372,065 | \$ 383,693 | \$ 425,145 |

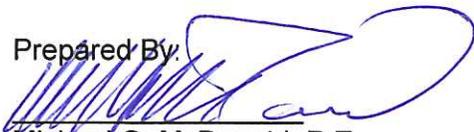
POLICY REPORT PWD NO. 18-53

CONSIDER APPROVAL OF THE DESIGN SERVICES CONTRACT WITH AFFINIS CORPORATION FOR THE 2019 PAVEMENT MANAGEMENT PROGRAM

City Project No. 2018-894

December 18, 2018

Prepared By:



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

Reviewed By:



Paul Kramer,
City Manager

ISSUE:

Consider approval of the contract with Affinis Corporation for the design of the 2019 Pavement Management Program (PMP).

BACKGROUND:

The 2016 Stantec Pavement Summary Report will be used by staff and the design engineers as a guide for the Granite Seal Program. This plan will be used to improve street conditions with an emphasis on bringing the City's overall street PCI (Pavement Condition Index) rating up to a range of 65 – 75 (fair to satisfactory).

The 2016 and 2017 Granite Seal Program concentrated on the streets north of Cherokee. The 2018 Granite Seal Program concentrated on the streets between Spruce Street and Eisenhower Road with a PCI rating of 45 – 60.

The 2019 Granite Seal Program will concentrate on roads City-wide with a PCI rating of 60 – 90.

The mill and overlay program will continue to concentrate on 20th Street with the final year of the mill and overlay of the section (south end to Eisenhower) that had curbs replaced in the 2018 program. 2019 will be the final year of mill and overlay on 20th Street.

The curb replacement plan for 2019 is to start on 10th Avenue replacing the curb from Michigan to Vilas. Staff anticipates this work will be completed over a minimum of 3 years. Budget for this work will be \$250,000 per year. This work will include the replacement of:

- Curbing
- Non-compliant ADA Ramps
- Drive approaches to all residences and businesses

The total design/construction/inspection budget for the 2019 program is \$1,350,000 plus curbing funds of \$116,000.

Staff reviewed the proposed strategy for the Pavement Management Program with the Commission in 2016 using the results of the 2016 Stantec report as a guide. The plan included the following:

- Plan for the granite seal program
- Plan for curb replacement and the mill and overlay program
- Plan for parking lot improvements to revitalize the appearance and enhance stormwater BMPs in the downtown area
- Plan for a consistent evaluation of all City streets

Staff has reviewed the condition of the City-owned parking lots throughout the downtown area. The three lots in need of the most repairs are: (Map attached)

- City Hall lot on the west side of 5th Street (100 block of 5th Street)
- East City Hall lot
- Lot on the south side of Shawnee east of Davis Funeral Chapel

Staff is proposing the City Hall lot on the west side of 5th Street be improved in this year's program. Westar Energy has proposed the installation of two (2) electric vehicle-charging stations, at no cost to the City, as part of the parking lot upgrade. It is their desire to have the charging stations installed in one of the downtown lots for use by the public.

Work to be completed in 2019 program is estimated as shown below.

- The Granite Seal Program - \$350,000.
- Continue the mill and overlay of 20th Street - \$500,000.
- Start curb replacement on 10th Avenue - \$250,000. *(This will be funded by the CIP Curb Replacement Program in addition to the PMP money)*
- City Hall lot on the west side of 5th Street (100 block of 5th Street) - \$150,000.
- Develop a phasing plan for work on 10th Avenue from Michigan to Vilas beginning with 2019 curb replacement and 2020 Mill & Overlay
- 2019 Inspection - \$40,000
- 2020 PMP Design - \$105,000
- 2019 Stantec Roadway Evaluation - \$35,500.00

| |
|--|
| \$1,430,500.00 |
| <u> - 116,000.00 (curb funds)</u> |
| \$1,314,500.00 |

The attached Scope of Services and Fee Schedule are based on the program reviewed by the City Commission and as described above. Affinis has performed the evaluation, design, and cooperative inspection services for the past programs since 2010.

RECOMMENDATION:

Staff recommends approval of design services contract with Affinis Corporation in an amount not to exceed \$84,730 for the 2019 Pavement Management Program.

ATTACHMENT

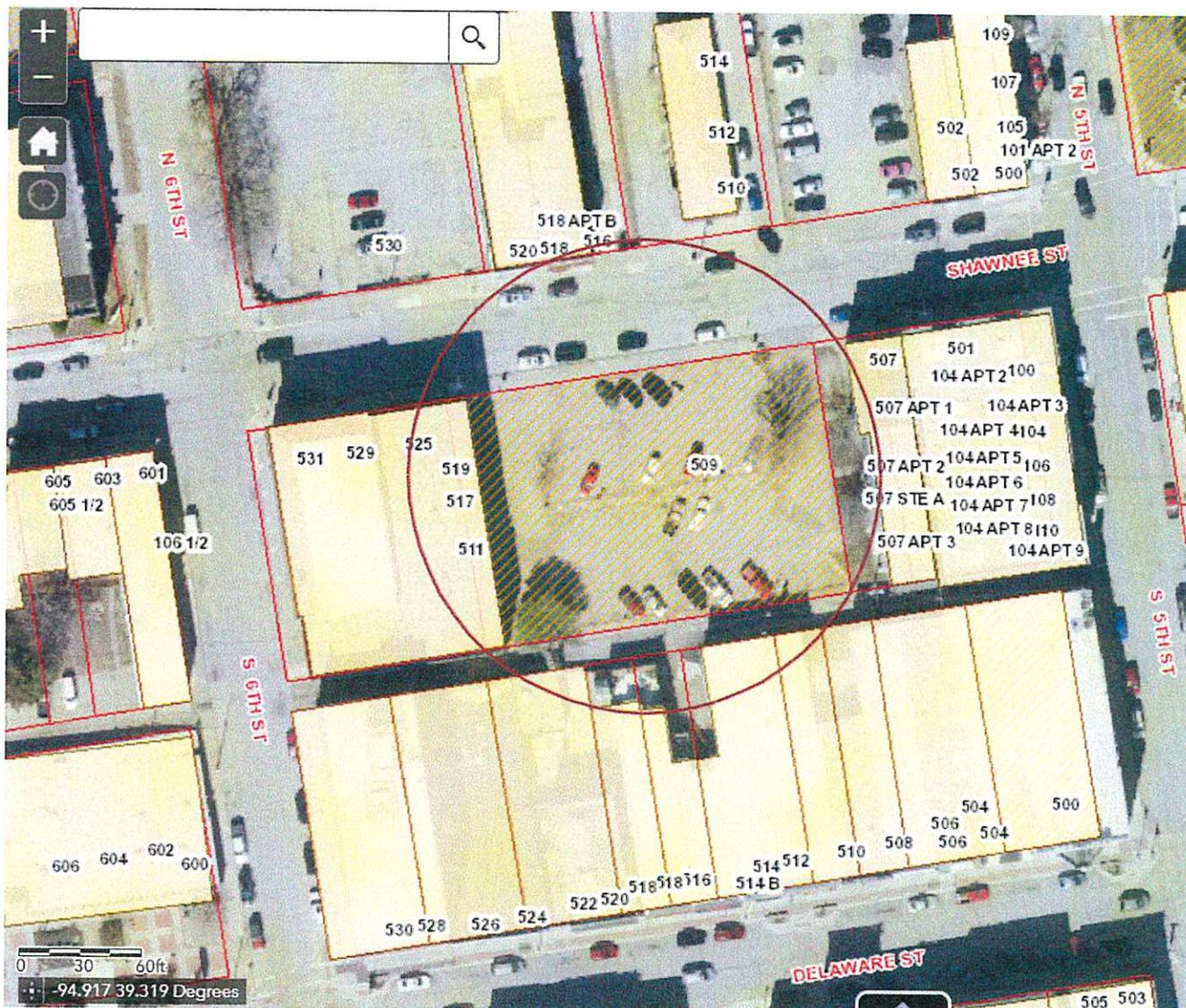
Affinis Design Contract
 Parking Lot Map



City Hall Lot West Side of 5th Street
(100 Block of 5th Street)



East City Hall Lot



City Hall Lot Side South Side of Shawnee East of Davis Funeral Chapel

Client name: City of Leavenworth, Kansas

Job No.: _____

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made as of the ___ day of _____ 20___, by and between City of Leavenworth, Kansas, its successors and assigns, hereinafter called the CLIENT, and Affinis Corp., a Missouri Corporation, hereinafter called the CONSULTANT.

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

**Design and Bidding Services for the 2019 Pavement Management Program
Project No. 2018-**

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

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

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

Part A—CONSULTANT's Responsibilities

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

Part B—CLIENT's Responsibilities

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

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

- data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - appropriate professional interpretations of all of the foregoing;
 - environmental assessment and impact statements;
 - property, boundary, easement, right-of-way, topographic and utility surveys;
 - property descriptions;
 - zoning, deed and other land use restriction
- all of which CONSULTANT may use and rely upon in performing services under this AGREEMENT.
5. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.
 6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
 7. Furnish approvals and permits from regulatory and governmental authorities having jurisdiction over the PROJECT as well as such approvals and consents from others as may be necessary for completion of the PROJECT.
 8. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT; such legal services as CLIENT may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the PROJECT including any that may be raised by Contractor(s); such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract; and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 9. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire PROJECT, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.
 10. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.
 11. Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in Part C and EXHIBIT B of this AGREEMENT or other services as required.

Part C—Additional Services of the CONSULTANT

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

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

Part D—Timeliness of Performance

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

Part E—Payment to the CONSULTANT for Services Rendered

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

1. The CLIENT agrees to pay the CONSULTANT as maximum compensation **\$84,730.00** for the scope of services as defined in Exhibit A. The compensation will be billed detailing the position, hours and appropriate hourly rates (which include overhead and profit) for CONSULTANT's personnel classifications and Direct Non-Salary Costs.
2. The term "Direct Non-Salary Costs" shall include the CONSULTANT payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the CLIENT at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the CLIENT.
3. All billings must be submitted monthly for all services rendered in the previous month. The CONSULTANT will invoice the CLIENT on forms approved by the CLIENT. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
4. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the CLIENT and the CONSULTANT prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

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

Part F—General Consideration

1. Standard of Care

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

2. Insurance

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

3. Termination

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

4. Successors and Assigns

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

5. Controlling Law

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

6. Codes and Standard Compliance

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

7. Ownership of Instruments of Service

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

8. Opinion of Probable Construction Cost

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

9. Jobsite Safety

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

10. Dispute Resolution

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

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

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

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

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

11. Information Provided by Others

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

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

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

AFFINIS CORP.

CITY OF LEAVENWORTH, KANSAS

By 
Kristen E. Leathers-Gratton

By _____

Title Principal

Title _____

ATTEST: 

ATTEST: _____
City Clerk

Approved as to form:

City Attorney

EXHIBIT A**Scope of Services and Schedule, Attachment A****General:**

The purpose of this scope is to use the pavement condition indices (PCI) provided from the pavement assessment database to develop a possible lists of streets to be included in the program. The program will include mill, overlay, granite seal, and sidewalk and curb repair for construction methods. The approximate project budget is \$1.5 million. The granite seal streets will be a bid as a separate program and all the other paving project locations will be bid as the 2019 Pavement Management Program. Each bid package shall include a base bid and an alternate bid. The work in the alternate bid may be constructed if bids, construction and budget allows.

The design shall be for the following:

2019 Pavement Management Program

20th Street Trafficway (Estates to Eisenhower Road) – mill and overlay with full depth patching. Limits are subject to change based on budget allocation. Design and plans will be prepared using aerials and City GIS. Anticipated construction budget is approximately \$500,000 for paving and up to \$250,000 for curb and gutter replacement.

City Hall parking lot at 5th and Seneca – potential for pavement repair, alley repair, resurfacing, curb and gutter repair, sidewalk repair, storm drainage, pavement marking, and BMPs. Design and plans will be prepared using aerials and City GIS. Anticipated construction budget is approximately \$106,000.

Pavement marking program (City-wide) – pavement marking for streets included in the 2019 Pavement Management Program, the 2019 Granite Seal Program, and other streets identified by the City.

2019 Granite Seal Program

Granite seal as many streets as possible for a construction budget of approximately \$650,000. The program will focus on streets with PCI range 70-100 and in areas 1, 2, 3, 4, and 5 (as delineated on the Granite Seal program five year plan). All locations shall be shown on a map and included in the project manual.

1.0 Preliminary Design Phase:

1.01 Conduct a pre-design meeting.

1.02 Conduct field reconnaissance to evaluate and identify:

- 1.02.1** Issues determined in the concept phase
- 1.02.2** Need for drainage improvements
- 1.02.3** Need for full depth pavement repairs
- 1.02.4** Need for sidewalk replacement
- 1.02.5** Location for new sidewalk
- 1.02.6** Need for curb and gutter replacement
- 1.02.7** Need for and limits of driveway replacement
- 1.02.8** Need for which type of ADA ramps
- 1.02.9** Utility locations and conflicts.

1.03 Provide utilities with map of streets in program and schedule of proposed improvements. Coordinate with utilities to determine any conflicts between their projects and City project.

1.04 Pavement management program review:

- 1.04.1** Review pavement ratings from Lucity software and from automated pavement assessment performed by Stantec. Revise/update three year plan for the granite seal program.
- 1.04.2** Use 2019 bid prices to update budget to complete 20th Street and the 5-year budget for 10th Avenue.
- 1.04.3** Review and evaluate alternative pavement preservation methods to be used in the program. Propose budget allocation for methods needed for PCI ranges.

1.05 Prepare a project cover sheet.**1.06** Prepare plan sheets for:

- 1.06.1** 20th Street rehabilitation using City aerial and planimetric/GIS mapping with any available utility information shown. City shall provide aerial and planimetric mapping.
- 1.06.2** Street and parking lot rehabilitation/reconstruction using topographic survey and supplemented with City planimetric/GIS mapping and available utility information shown.
- 1.06.3** Granite seal program will be shown on a city map, which will be included in the project manual.
- 1.06.4** Pavement marking will be prepared for the streets within the 2019 Pavement Management Program, including the granite seal streets, and streets identified by the City for restriping. 20th Street and all program, including Granite Seal, related pavement markings will be included in the 2019 Pavement Management Program bid package.
- 1.06.5** Plan sheets will be 22"x34" for full-size (can be reduced to 11"x17" for half-size).
- 1.06.6** Centerline will be assumed and shown on plan sheets.

1.07 Prepare typical sections.**1.08** Perform quality assurance review.**1.09** Submit three half-size sets and one full-size set of preliminary plans to City for review.**1.10** Submit one half-size set to utility companies requesting comments and verification of potential conflicts.**1.11** Conduct a field check with City.**1.12** Update front end documents, technical specifications and bid items as discussed in the after-action review (AAR) of the 2018 Pavement Management Program. These updates will be used as the standard for all City projects.**1.13** Prepare a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 20 percent and include a list of alternative streets.**1.14** Attend two (2) progress meetings and one (1) utility meeting to review project status. Prepare minutes of meetings and distribute to attendees within five working days.**1.15** Attend one Commission meeting, if needed.**2.0 Final Design Phase****2.01** Address City's preliminary plan review comments.**2.02** Prepare project manual.

- 2.03 Prepare final plans and details.
- 2.04 Perform quality assurance review.
- 2.05 Submit three (3) half-size sets of final plans and specifications for City review
- 2.06 Submit one (1) half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 2.07 Coordinate with utilities on their relocation or maintenance work that will impact the proposed improvements. Request utility plans and construction schedule.
- 2.08 Prepare a final opinion of probable construction cost, including a list of alternative streets.
- 2.09 Prepare all bid documents using the City's standard documents.
- 2.10 Attend one (1) progress meeting to review project status. Prepare minutes of meetings and distribute to attendees within five working days.
- 2.11 Attend one Commission meeting if needed.

3.0 Bidding Phase

This scope of work will be bid as two packages: 2019 Pavement Management Program and 2019 Granite Seal Program. **The tasks below will be performed for each bid package.**

- 3.01 Provide the City and plan room with a notice to bidders for publication and distribution.
- 3.02 Provide bid documents to electronic plan room for distribution to potential bidders.
- 3.03 Attend one (1) pre-bid meeting and assist bidders with questions regarding the project.
- 3.04 Prepare and distribute pre-bid meeting notes and addenda prior to bid opening.
- 3.05 Prepare and submit an engineer's estimate and bid tab sheet.
- 3.06 Attend one (1) bid opening.
- 3.07 Attend pre-construction meeting and prepare meeting notes. Provide contractor and utilities with bid sets of plans.
- 3.08 Attend one Commission meeting if needed.

4.0 Construction Services Phase:

- 4.01 The scope of services for construction services phase of the program shall be determined prior to beginning construction.

EXHIBIT B**Possible additional services**

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

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

EXHIBIT C

Project Schedule

2019 Granite Seal Program:

The scope of services for the Final Design Phase shall be completed by March 19, 2019.

The scope of services for the Bidding Services Phase, except for pre-construction meeting, shall be completed by April 9, 2019. The project shall bid for three (3) weeks.

2019 Pavement Management Program:

The scope of services for the Final Design Phase shall be completed by March 27, 2019.

The scope of services for the Bidding Services Phase, except for pre-construction meeting, shall be completed by April 23, 2019. The project shall bid for three (3) weeks.

EXHIBIT D

Affinis Corp
2019 Billing Rate Schedule

| Professional Services | Billing Rate |
|-------------------------------------|---------------------|
| Principal | \$255.00 |
| Senior Project Manager | \$225.00 |
| Project Manager | \$180.00 |
| Senior Engineer II | \$180.00 |
| Senior Engineer I | \$170.00 |
| Engineer III | \$160.00 |
| Engineer II | \$130.00 |
| Engineer I | \$115.00 |
| Intern Engineer (IE) II | \$110.00 |
| Intern Engineer (IE) I | \$100.00 |
| Construction Services Manager | \$150.00 |
| Cost Estimator | \$110.00 |
| Senior Cost Estimator | \$155.00 |
| Project Representative II | \$125.00 |
| Project Representative I | \$100.00 |
| Design Technician II | \$135.00 |
| Design Technician I | \$105.00 |
| CADD Technician II | \$95.00 |
| CADD Technician I | \$85.00 |
| Land Surveyor III | \$170.00 |
| Land Surveyor II | \$110.00 |
| Land Surveyor I | \$100.00 |
| Survey Crew Member II | \$100.00 |
| Survey Crew Member I | \$85.00 |
| One-Person Survey Crew | \$125.00 |
| Project Related Support Services II | \$95.00 |
| Project Related Support Services I | \$75.00 |
| | |
| Equipment Charges | |
| Automobile Mileage | \$0.545/mile |
| Survey Vehicle Mileage | \$0.70/mile |
| Boat Rental | \$10.00/hour |

EXHIBIT E**INSURANCE:**

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

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

General Liability:

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

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

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

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

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

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

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

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

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

Automobile Liability:

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

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

Workers Compensation:

Statutory

Employers' Liability:

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

Builders Risk/Installation (if required by CLIENT):

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

Umbrella Coverage (if required by CLIENT):

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

Professional Liability Coverage (if required by CLIENT or necessary for project):

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

Waiver of Subrogation:

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

Indemnification – Professional Negligence

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

Indemnification – Non-professional Negligence

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



ATTACHMENT B (For information only)

PROJECT ESTIMATING SHEET

City of Leavenworth, Kansas

2019 Pavement Management Program

Rates: 2019

Date: 10/19/2018

Made By: KEL/RPS/ALR

| | PRINCIPAL | SR. PROJ. MANAGER | ENGINEER II | DESIGN TECH I | DESIGN TECH II | CADD TECH II | PROJECT RELATED SUPPORT SERVICES I | LAND SURVEYOR III | LAND SURVEYOR II | SURVEY CREW (2-MAN) | LABOR COSTS | OTHER DIRECT COSTS | | TOTAL |
|---|--|-------------------|-------------|---------------|----------------|--------------|------------------------------------|-------------------|------------------|---------------------|-------------|--------------------|----------|-----------------|
| | | | | | | | | | | | | ITEM | COST | FEE |
| Tasks | \$255.00 | \$225.00 | \$130.00 | \$135.00 | \$105.00 | \$95.00 | \$75.00 | \$170.00 | \$110.00 | \$185.00 | | | | |
| 1 | PRELIMINARY DESIGN PHASE | | | | | | | | | | | | | |
| .01. Pre-design meeting | | 4 | 4 | 4 | | | | | | | \$1,960 | | | \$1,960 |
| .02. Field reconnaissance | | 8 | 32 | | 32 | | | | | | \$9,320 | | | \$9,320 |
| .03. Utility coordination | | 1 | 2 | 2 | | | | | | | \$755 | | | \$755 |
| .04. Program review | | 8 | 24 | 4 | 16 | | | | | | \$7,140 | | | \$7,140 |
| .05. Cover Sheet | | | | | | 2 | | | | | \$190 | | | \$190 |
| .06. Plan/profile sheets | | | | | | | | | | | | | | |
| 20th Street | | 1 | 8 | | 8 | 8 | | | | | \$2,865 | | | \$2,865 |
| Parking lot (5th & Seneca) | | | 4 | 16 | | 16 | | | 4 | 16 | \$7,600 | | | \$7,600 |
| Pavement marking plan | | 2 | 2 | 1 | 8 | | | | | | \$1,685 | | | \$1,685 |
| Granite seal streets | | 2 | 2 | 1 | | 8 | | | | | \$1,605 | | | \$1,605 |
| .07. Typical sections | | | | | | 4 | | | | | \$380 | | | \$380 |
| .08. Quality control review and revisions | 2 | 2 | 2 | 2 | | | | | | | \$1,490 | | | \$1,490 |
| .09. Submit preliminary plans (80%) to City (Hard copy) | | | 8 | | | | | | | | \$1,040 | | | \$1,040 |
| .10. Submit preliminary plans to utilities | | | 8 | | | | 2 | | | | \$1,190 | | | \$1,190 |
| .11. Field check | | 4 | 8 | | 8 | | | | | | \$2,780 | | | \$2,780 |
| .12. Update project manual & bid items (2018AAR) | | 4 | 16 | | 4 | | 4 | | | | \$3,700 | | | \$3,700 |
| .13. OPCC + 20% (including alternates) | | 2 | 4 | | 16 | | | | | | \$2,650 | | | \$2,650 |
| .14. Project meetings and documentation (2) | | 2 | 6 | 2 | 4 | | | | | | \$1,920 | | | \$1,920 |
| .15. Commission meeting (1) | | 4 | | | | | | | | | \$900 | | | \$900 |
| | | | | | | | | | | | | Mileage | \$300.00 | \$300 |
| | | | | | | | | | | | | Repro./Delivery | \$250.00 | \$250 |
| | PRELIMINARY DESIGN PHASE - SUBTOTAL HOURS | 2 | 44 | 130 | 32 | 96 | 38 | 6 | 0 | 4 | 16 | | | |
| | PRELIMINARY DESIGN PHASE - SUBTOTAL FEE | \$510 | \$9,900 | \$16,900 | \$4,320 | \$10,080 | \$3,610 | \$450 | \$0 | \$440 | \$2,960 | \$49,170 | \$550.00 | \$49,720 |
| 2 | FINAL DESIGN PHASE | | | | | | | | | | | | | |
| | FINAL PLANS | | | | | | | | | | | | | |
| .01. Address City review comments | | | 8 | 2 | | 2 | | | | | \$1,500 | | | \$1,500 |
| .02. Technical Specifications | | 2 | 16 | | | | 8 | | | | \$3,130 | | | \$3,130 |
| .03. Details & final plan preparation | | 2 | 8 | | 32 | 16 | | | | | \$6,370 | | | \$6,370 |
| .04. Quality control review and revisions | 2 | 4 | 4 | 4 | 8 | 8 | | | | | \$4,070 | | | \$4,070 |
| .05. Submit final plans to City (Hard copy) | | | 2 | | | | 2 | | | | \$410 | | | \$410 |
| .06. Submit final plans to utilities | | | 2 | | | | | | | | \$260 | | | \$260 |
| .07. Utility coordination | | 2 | 2 | | 4 | | | | | | \$1,130 | | | \$1,130 |
| .08. OPCC | | 2 | 4 | | 8 | | | | | | \$1,810 | | | \$1,810 |
| .09. Bid documents | | 4 | 16 | | | 8 | | | | | \$3,740 | | | \$3,740 |
| .10. Progress meetings and documentation (1) | | 2 | 4 | | | | | | | | \$970 | | | \$970 |
| .11. Commission meeting (1) | | 4 | | | | | | | | | \$900 | | | \$900 |
| | | | | | | | | | | | | Mileage | \$200.00 | \$200 |
| | | | | | | | | | | | | Repro./Delivery | \$330.00 | \$330 |
| | FINAL DESIGN PHASE - SUBTOTAL HOURS | 2 | 22 | 66 | 6 | 52 | 34 | 10 | 0 | 0 | 0 | | | |
| | FINAL DESIGN PHASE - SUBTOTAL FEE | \$510 | \$4,950 | \$8,580 | \$810 | \$5,460 | \$3,230 | \$750 | \$0 | \$0 | \$0 | \$24,290 | \$530.00 | \$24,820 |



ATTACHMENT B (For information only)

PROJECT ESTIMATING SHEET

City of Leavenworth, Kansas

2019 Pavement Management Program

Rates: 2019

Date: 10/19/2018

Made By: KEL/RPS/ALR

| | PRINCIPAL | SR. PROJ. MANAGER | ENGINEER II | DESIGN TECH I | DESIGN TECH II | CADD TECH II | PROJECT RELATED SUPPORT SERVICES I | LAND SURVEYOR III | LAND SURVEYOR II | SURVEY CREW (2-MAN) | LABOR COSTS | OTHER DIRECT COSTS | | TOTAL |
|--|----------------|-------------------|-----------------|----------------|-----------------|----------------|------------------------------------|-------------------|------------------|---------------------|-----------------|--------------------|----------------|-----------------|
| | | | | | | | | | | | | ITEM | COST | FEE |
| Tasks | \$255.00 | \$225.00 | \$130.00 | \$135.00 | \$105.00 | \$95.00 | \$75.00 | \$170.00 | \$110.00 | \$185.00 | | | | |
| 3 BIDDING PHASE | | | | | | | | | | | | | | |
| BIDDING SERVICES (2 Packages) | | | | | | | | | | | | | | |
| 2019 Granite Seal Program | | | | | | | | | | | | | | |
| .01. Notice to Bidders | | | | | | | 2 | | | | \$150 | | | \$150 |
| .02. Planroom coordination | | | 2 | | | | | | | | \$260 | | | \$260 |
| .03. Assist bidders & pre-bid meeting | | | 4 | | 2 | | | | | | \$730 | | | \$730 |
| .04. Addenda Coordination | | 1 | 2 | | | | | | | | \$485 | | | \$485 |
| .05. Engineer's estimate | | | 2 | | | | | | | | \$260 | | | \$260 |
| .06. Attend bid opening | | | 2 | | | | | | | | \$260 | | | \$260 |
| .07. Attend pre-construction | | 2 | 4 | | | | | | | | \$970 | | | \$970 |
| .08. Commission meeting (1) | | 4 | | | | | | | | | \$900 | | | \$900 |
| | | | | | | | | | | | | Mileage | \$150.00 | \$150 |
| 2019 PMP & 20th Street Improvements | | | | | | | | | | | | | | |
| .01. Notice to Bidders | | | | | | | 2 | | | | \$150 | | | \$150 |
| .02. Planroom coordination | | | | | 2 | | | | | | \$210 | | | \$210 |
| .03. Assist bidders & pre-bid meeting | | 2 | 4 | | 8 | | | | | | \$1,810 | | | \$1,810 |
| .04. Addenda Coordination | | 1 | 4 | | 4 | | 2 | | | | \$1,315 | | | \$1,315 |
| .05. Engineer's estimate | | | 2 | | | | | | | | \$260 | | | \$260 |
| .06. Attend bid opening | | | 2 | | | | | | | | \$260 | | | \$260 |
| .07. Attend pre-construction | | 2 | 4 | | | | | | | | \$970 | | | \$970 |
| .08. Commission meeting (1) | | 4 | | | | | | | | | \$900 | | | \$900 |
| | | | | | | | | | | | | Mileage | \$150.00 | \$150 |
| BIDDING PHASE - SUBTOTAL HOURS | 0 | 16 | 32 | 0 | 16 | 0 | 6 | 0 | 0 | 0 | | | | |
| BIDDING PHASE - SUBTOTAL FEE | \$0 | \$3,600 | \$4,160 | \$0 | \$1,680 | \$0 | \$450 | \$0 | \$0 | \$0 | \$9,890 | | \$300.00 | \$10,190 |
| TOTAL HOURS | 4 | 82 | 228 | 38 | 164 | 72 | 22 | 0 | 4 | 16 | | | | |
| TOTAL FEE | \$1,020 | \$18,450 | \$29,640 | \$5,130 | \$17,220 | \$6,840 | \$1,650 | \$0 | \$440 | \$2,960 | \$83,350 | | \$1,380 | \$84,730 |

**POLICY REPORT
LEAVENWORTH CITY COMMISSION
FIRST CONSIDERATION ORDINANCE
2018-18-SUP
2400 S. 15th STREET**

DECEMBER 18, 2018

SUBJECT:

A request for a Special Use Permit to allow a solar energy collection system with over 500 square feet of collection surface



Prepared By:
Julie Hurley
City Planner



Reviewed By:
Paul Kramer
City Manager

NATURE OF REQUEST

Teddy Matlock, the owner of the home located at 2400 S. 15th Street, is requesting a Special Use permit to allow a solar energy collection system with over 500 square feet of collection surface. Section 10.01 of the Development Regulations requires a Special Use Permit for any solar energy system with over 500 square feet of collection surface.

The solar panels are proposed to be installed on the east and south faces of the roof, and include approximately 598 sqft of solar collection surface area. The existing structure is a single-family home.

COMMISSION FINDINGS

The Commission may recommend issuance of a special use permit whenever it finds that:

1. The proposed special use complies with all applicable provisions of this ordinance.

Staff believes that this application complies with all provisions of City of Leavenworth Development Regulations.

2. The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public.

A solar collection system will provide numerous economic and environmental benefits to both the homeowner and community as a whole.

3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.

Staff does not believe that the proposed solar energy collection system will cause substantial injury to the value of other property in the neighborhood.

4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations.

The proposed solar energy collection system will be located such that it is an integral part of the existing home, and will not interfere with development and use of any neighboring property.

The Planning Commission considered this item at their December 3, 2018 meeting and voted 5-0 to recommend approval of the Special Use Permit request.

ACTION/OPTIONS:

- Place an ordinance on first consideration to allow a solar energy collection system with over 500 sqft of collection surface
- Deny the Special Use Permit request to allow a solar energy collection system with over 500 sqft of collection surface

Attachments:

Application materials

Development Regulations Section 10.01

Location map

Minutes of December 3, 2018 Planning Commission meeting

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

ORDINANCE NO. _____

AN ORDINANCE ALLOWING A SPECIAL USE FOR A SOLAR COLLECTION SYSTEM TO BE LOCATED AT 4200 S. 15TH STREET IN THE CITY OF LEAVENWORTH, KANSAS.

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

WHEREAS, the City Planning Commission, after fully complying with the requirements of the Ordinances of the City of Leavenworth, Kansas, held a public hearing on the 3rd day of December, 2018 in the Commission Room, 1st Floor of City Hall, 100 N. 5th Street, Leavenworth, Kansas, the official date and time set as was published in the Leavenworth Times newspaper and mailed to all property owners within 200 feet of the said property on the 9th day of November 2018; and

WHEREAS, upon a motion made, duly seconded, and passed, the City Planning Commission adopted findings of fact and recommended approval of the request for a Solar Collection System at 4200 S 15th Street, Leavenworth, Kansas.

WHEREAS, upon a roll call vote duly passed, the Governing Body adopted the findings of fact and conclusions to allow special use for a Solar Collection System for the property described herein.

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

Section 1. That a special use permit be issued for a Solar Collection System on the following described property:

Lot 6 and 11 Block 2 SUNNY SLOPE SUBDIVISION being a replat of Blocks 4, 8, 9 and 16 and East half of Block 15 on Cleveland Park Subdivision City of Leavenworth Leavenworth County Kansas. More commonly referred to as 2400 S 15th St Leavenworth Kansas.

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

- a) Comply with all applicable building and electrical codes contained in the city's adopted building code. The solar Collection system shall be maintained and in productive use or removed within 90 days of notice from the city that the system is not in compliance with city regulations

Section 3: That 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 Leavenworth City Commission of the City of Leavenworth, Kansas on this ___th day of _____, 2019.

Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

CITY OF LEAVENWORTH PLANNING COMMISSION
COMMISSION CHAMBERS, CITY HALL
100 N 5th Street, Leavenworth, Kansas 66048
REGULAR SESSION
Monday, December 3, 2018
6:00 PM

CALL TO ORDER:

Commissioners Present

Jay Byrne
Mike Burke
Claude Wiedower
Linda Bohnsack
Camalla Leonhard

Commissioners Absent

Sherry Hines Whitson
John Karrasch

City Staff Present

Julie Hurley
Michelle Baragary

Chairman Byrne called the meeting to order at 6:00 p.m. and noted a quorum was present.

Approval of Minutes: October 1, 2018

Chairman Byrne asked for comments or a motion on the minutes presented for approval: October 1, 2018. Ms. Leonhard moved to accept the minutes as presented, seconded by Mr. Wiedower. The minutes were approved by a vote of 5-0.

OLD BUSINESS:

None

NEW BUSINESS:

1. 2018-18 SUP – 2400 S. 15TH STREET

Conduct a public hearing for Case No. 2018-18 SUP – 2400 S. 15th Street. The applicant is requesting a Special Use Permit to allow a solar energy collection system with over 500 square feet of collection surface.

Chairman Byrne called for the staff report.

City Planner Julie Hurley stated Teddy Matlock, the owner of the home located at 2400 S. 15th Street, is requesting a Special Use Permit to allow a solar energy collection system with over 500 square feet of collection surface. Section 10.01 of the Development Regulations requires a Special use Permit for any solar energy system with over 500 square feet of collection surface.

The solar panels are proposed to be installed on the east and south faces of the roof, and include approximately 598 sqft of solar collection surface area. The existing structure is a single-family home.

COMMISSION FINDINGS

The Commission may recommend issuance of a special use permit whenever it finds that:

1. The proposed special use complies with all applicable provisions of this ordinance.
Staff believes that this application complies with all provisions of the City of Leavenworth Development Regulations.

2. The proposed special use at the specified location will contribute to and promote the economic development, welfare or convenience of the public.
A solar collection system will provide numerous economic and environmental benefits to both the homeowner and community as a whole.

3. The special use will not cause substantial injury to the value of other property in the neighborhood in which it is located.
Staff does not believe that the proposed solar energy collection system will cause substantial injury to the value of other property in the neighborhood.

4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations.
The proposed solar energy collection system will be located such that it is an integral part of the existing home, and will not interfere with development and use of any neighboring property.

STAFF RECOMMENDATION:

Staff recommends approval of the Special Use Permit request based on the analysis and findings included herein.

ACTION/OPTIONS:

- Motion, based upon findings as stated to recommend approval to the City Commission
- Motion, to recommend denial to the City Commission
- Table the issue for additional information/consideration

Chairman Byrne asked for questions from the commissioners about the staff report.

Mr. Byrne asked if there has been a special use permit for this use in the past.

Ms. Hurley stated the only application that has come through was for St. Mary’s University, which was not for a residential solar installation. All other residential solar installations have been under 500 sqft.

Chairman Byrne opened the public hearing. With no one wishing to speak for or against the request, Chairman Byrne closed the public hearing and opened it for discussion among the commissioners.

Mr. Wiedower stated he has a friend who is a retired engineer who installed solar panels on a residential home. He stated it is environmental friendly, energy efficient, and does not negatively impact neighboring properties.

Ms. Bohnsack asked if the panels will be flush with the roof and not standing up.

Teddy Matlock, property owner of 2400 S. 15th Street, stated the panels will be flush with the roof. With the way the house is positioned, panels will be installed on the front of the house and east side.

With no further discussion, Chairman Byrne called for a motion. Ms. Bohnsack moved to approve the Special Use Permit to allow 598 sqft of solar collection surface area based upon the staff report and the findings, seconded by Ms. Leonhard and approved by a vote of 5-0.

2. ANNUAL REVIEW OF DEVELOPMENT REGULATIONS – PROPOSED TEXT AMENDMENTS

The Development Regulations were adopted by the City Commission in June, 2016 after a year-long comprehensive update process. Through the daily use of the Regulations by staff, several minor items have arisen that may necessitate possible updating. This process is not uncommon, and it is anticipated that an annual review of the Development Regulations will be performed in order to ensure that they remain up to date and comprehensive. The following sections have been identified for update.

City Planner Julie Hurley stated this is a preliminary discussion of the items within the Development Regulations that have been identified for potential revision. No action or motion is needed in tonight's meeting. Moving forward, staff will get revisions written up for the commissioners to take action on at the next meeting.

- **Section 3.02 Applicability and Exemptions; Subsection B.1**
Language should read "The division of land into parcels or tracts of NOT more than five acres and not involving any new streets or easements of access and not affecting major streets."
- **Article 4; Zoning Districts and Standards**
Discuss adding provision for secondary living quarters in existing Carriage Houses in residential areas.
- **Section 4.04 Use Standards; Subsection B.3.a**
Variances in size for detached garages should be approved through Board of Zoning Appeals process, not Special Use Permit process.
- **Article 8; Signs**
Add penalty for installing signage without first obtaining permit. Suggested penalty of \$100 per day.

Case No: 2018-18 SUP



SPECIAL USE PERMIT
CITY OF LEAVENWORTH, KANSAS

Application No. 9829
 Fee (non-refundable) \$350.00
 Filing Date 10-5-2018
 Fee Paid/Received By 10-5-18 SA
 Publication Date 11-9-2018
 Hearing Date 12/3/18

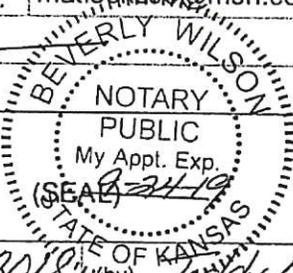
As provided in Section 2.04 of the 2016 Development Regulations, application is hereby made for a SPECIAL USE PERMIT for the operation of a: Solar panel installation
 in accordance with the attached site plan on the following described property:

Address: 2400 S. 15th St.
 Legal Description: (Attach a full legal description provided by the Register of Deeds Office or Title Company)
 Real Estate PID #: R13163
 Zoning: R1-9 residential Historic District: DA

I/We, the undersigned, depose and state we are the owners of the above described property:

Name(s) of Owner (print): Teddy Matlock
 Owner Address: 2400 S. 15th St.
 Contact No. (760) 338-8188 Email: matlocks05@msn.com

Signature of Owner(s): [Handwritten Signature]



State of KANSAS
 County of Leavenworth

Signed or attested before me on (date) Oct 1 2018 by Teddy Matlock
 Notary Public [Handwritten Signature] My appointment expires: 9-24-19

If business is operated by someone other than the owner, provide name and address of operator(s).

Name of Applicant(s):
 Address:
 Contact No. () Email:

NOTE: All signatures must be in ink. Signature of owner(s) must be secured and notarized.
Check list below...

- Non-Refundable Fee of \$350.00 is due at time of application
- Attach list of the owners for property within two hundred (200) feet of the subject property
- Attach full legal description (may be provided by the Register of Deeds Office or Title Company)
- Site Plan drawn to scale (See General Instructions)
- Supporting documentation (See General Instructions)

GENERAL NOTES

- 1.1.1 **PROJECT NOTES:**
- 1.1.2 THIS PHOTOVOLTAIC (PV) SYSTEM SHALL COMPLY WITH THE NATIONAL ELECTRIC CODE (NEC) ARTICLE 690, ALL MANUFACTURERS'S LISTING AND INSTALLATION INSTRUCTIONS, AND THE RELEVANT CODES AS SPECIFIED BY THE AUTHORITY HAVING JURISDICTION'S (AHJ) APPLICABLE CODES.
- 1.1.3 GROUND FAULT DETECTION AND INTERRUPTION (GFDI) DEVICE IS INTEGRATED WITH THE INVERTER IN ACCORDANCE WITH [NEC 690.5(A)]
- 1.1.4 THE UTILITY INTERCONNECTION APPLICATION MUST BE APPROVED AND PV SYSTEM INSPECTED PRIOR TO PARALLEL OPERATION
- 2 1.1.5 LOAD-SIDE INTERCONNECTION SHALL BE IN ACCORDANCE WITH [NEC 690.64 (B)]
- 1.1.6 ALL PV SYSTEM COMPONENTS; MODULES, UTILITY-INTERACTIVE INVERTERS, AND SOURCE CIRCUIT COMBINER BOXES ARE IDENTIFIED AND LISTED FOR USE IN PHOTOVOLTAIC SYSTEMS AS REQUIRED BY [NEC 690.4] & [NEC 690.60]
 PV MODULES:UL 1703 CERTIFIED, NFPA 70 CLASS C FIRE
 INVERTER(S):UL 1741 CERTIFIED, IEEE 1547, 929, 519
 COMBINER BOX(S):UL 1703 OR UL 1741 ACCESSORY
- 3 1.2.1 **SCOPE OF WORK:**
- 1.2.2 PRIME CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND SPECIFICATIONS OF THE GRID-TIED PHOTOVOLTAIC SYSTEM RETROFIT. PRIME CONTRACTOR WILL BE RESPONSIBLE FOR COLLECTING EXISTING ONSITE REQUIREMENTS TO DESIGN, SPECIFY, AND INSTALL THE EXTERIOR ROOF-MOUNTED PORTION OF THE PHOTOVOLTAIC SYSTEMS DETAILED IN THIS DOCUMENT.
- 4 1.3.1 **WORK INCLUDES:**
- 1.3.2 PV ROOF ATTACHMENTS - S15 PROTEA BRACKET
- 1.3.3 PV RACKING SYSTEM INSTALLATION - IRONRIDGE XR10
- 1.3.4 PV MODULE AND INVERTER INSTALLATION - SILFAB SLA290M / SOLAR EDGE SE7600H-US (240V)
- 1.3.5 PV EQUIPMENT GROUNDING
- 1.3.6 PV SYSTEM WIRING TO A ROOF-MOUNTED JUNCTION BOX
- 1.3.7 PV INSTALLING SYSTEM MONITORING EQUIPMENT
- 1.3.8 PV LOAD CENTERS (IF NEC.)
- 1.3.9 PV METERING (IF NEC.)
- 1.3.10 PV DISCONNECTS
- 1.3.11 PV GROUNDING ELECTRODE & BONDING TO (E) GEC
- 1.3.12 PV FINAL COMMISSIONING
- 1.3.13 (E) ELECTRICAL EQUIPMENT RETROFIT FOR PV

Structure Analysis by
Kevin C. Skibiski, P.E.
See 18-0901 Structural Calcs
Pages 16-33.

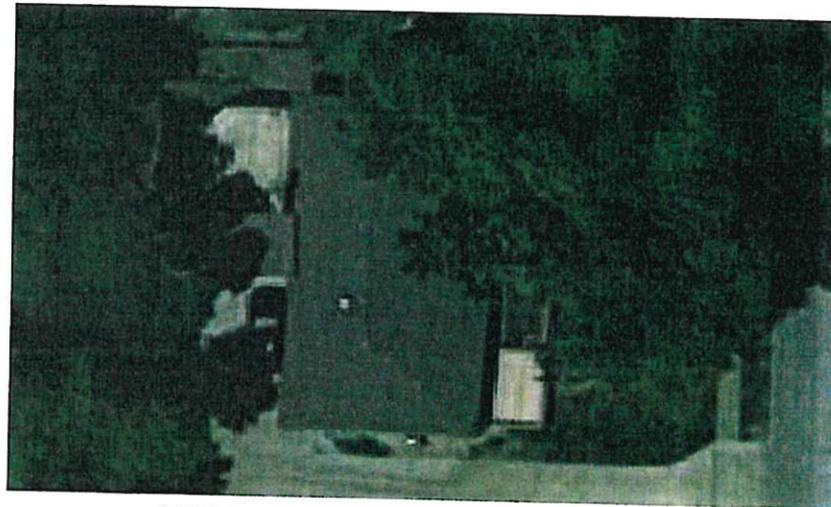
NEW PV SYSTEM: 9.860 kWp

MATLOCK RESIDENCE

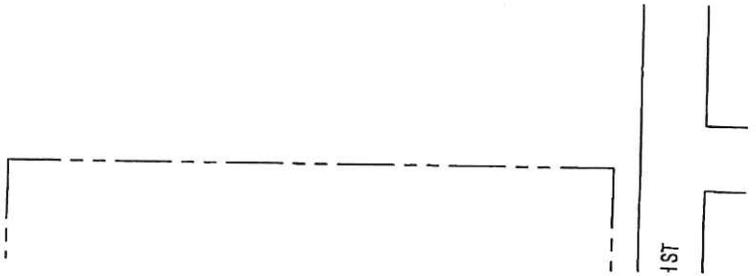
2400 S. 15TH ST

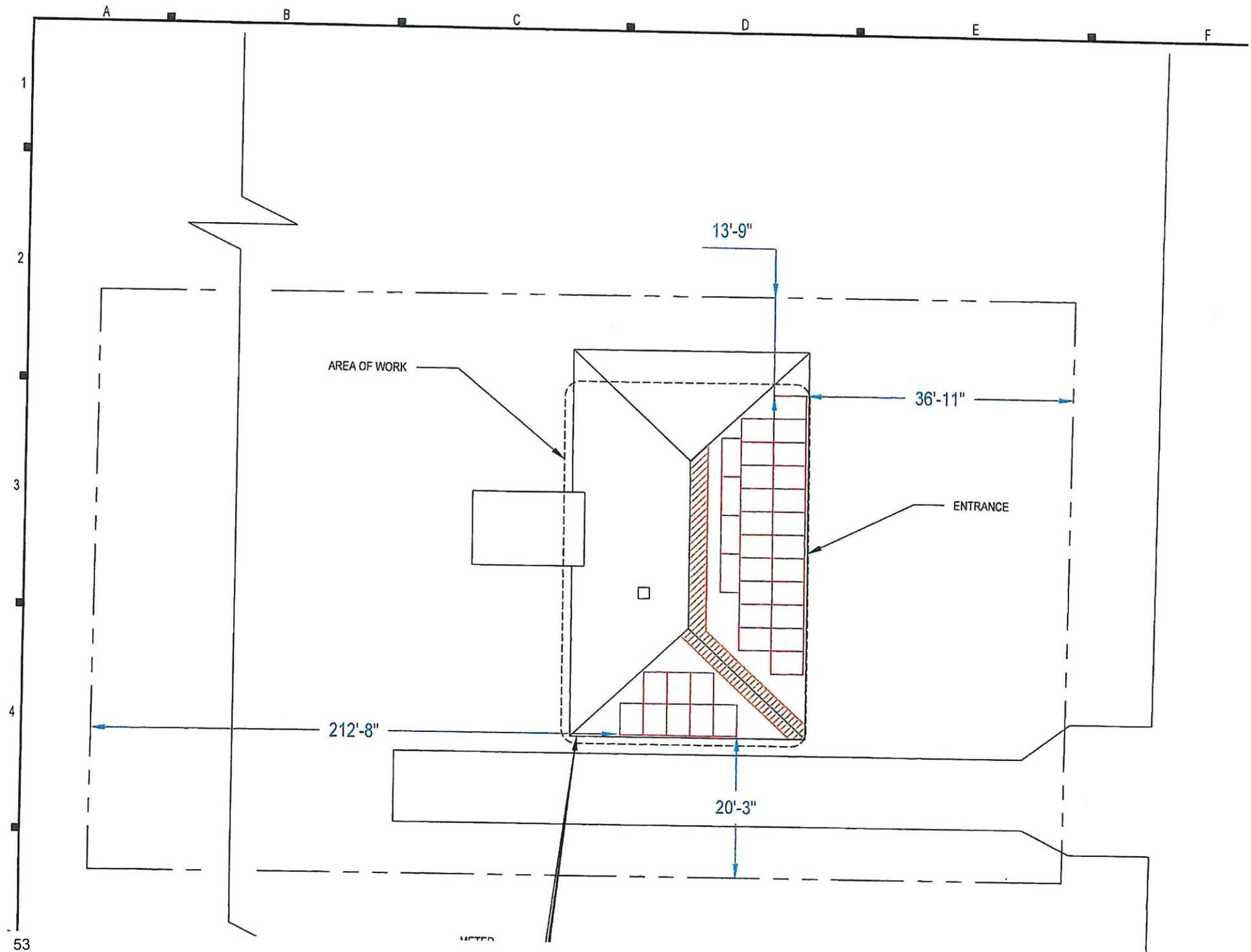
LEAVENWORTH, KS 66048

ASSESSOR'S #: 1020304002019000

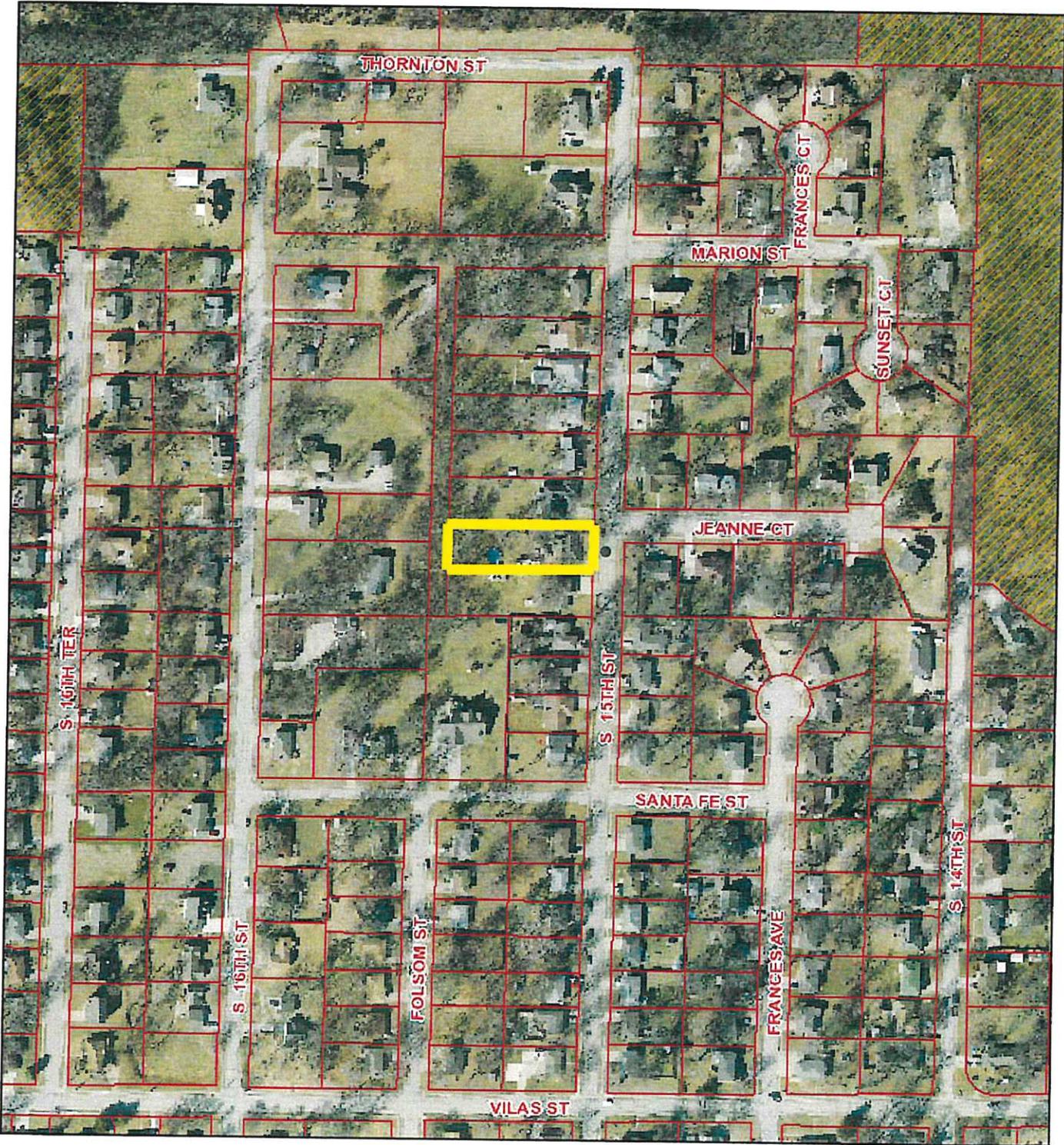


01 **AERIAL PHOTO**
 NOT TO SCALE

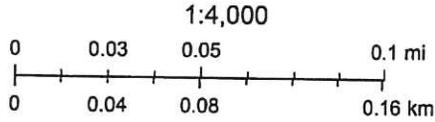




City of Leavenworth, GIS Web Map



11/28/2018, 11:31:02 AM





ARTICLE 10. SUPPLEMENTAL STANDARDS

10.01 Solar Energy

The following provisions regulate the use of renewable (alternative) energy systems where the use of an alternative energy system is requested by a property owner. This section does not permit or regulate renewable energy production facilities owned or operated by private firms or public utilities, which generate energy beyond that needed by a single dwelling or commercial operation with less than 10,000 square feet of floor space.

- A. **Special Use Permit Required:** All solar energy systems with over 500 square feet of collection surface shall be a Special Use Permitted accessory use allowed in all zoning districts. All "reflective type" solar systems where mirrors redirect solar energy onto a collector shall require a Special Use Permit.
- B. **Solar Array Defined:** A "solar array" shall mean a freestanding, ground-mounted solar collection system consisting of a linked series of photovoltaic modules, the primary purpose of which is to provide for the collection, inversion, storage, and distribution of solar energy for electricity generation, space heating, space cooling, or water heating.
- C. **Solar Array Standards:** All solar arrays shall comply with the following requirements:
 1. **Setbacks, Location, and Height:**
 - a. Solar array shall not be located in the front yard between the principal structure and the public right-of-way.
 - b. A solar array shall be located a minimum of six feet from all property lines and other structures.
 - c. An accessory solar array in any residential district shall not exceed the greater of one-half the footprint of the principal structure or 600 square feet, whichever is greater. The size of accessory arrays in mixed-use and nonresidential districts shall not exceed one-half of the footprint of the principal structure.
 - d. There shall be no size limits on solar arrays as a primary use on a site. However, the maximum lot coverage of any solar array shall not exceed 80 percent.
 - e. A solar array shall not exceed 20 feet in height and shall not create any solar reflectivity that measurably impacts surrounding properties.
 2. **Code Compliance:** Solar arrays shall comply with all applicable building and electrical codes contained in the adopted building code.
 3. **Solar Easements:** A property owner who has installed or intends to install a solar array shall be responsible for negotiating with other property owners in the vicinity for any necessary solar easement and shall record the easement with the county register of deeds. The creation of a solar easement is at the property owner's option and is not a condition of approval.
- D. **Solar Collection System Defined:** A "solar collection system" shall mean a roof-mounted or wall-mounted panel or other solar energy device, the primary purpose of which is to provide for the collection, inversion, storage, and distribution of solar energy for electricity generation, space heating, space cooling, or water heating.
 1. **Solar Collection Setbacks, Location, and Height:**

DEVELOPMENT REGULATIONS
ARTICLE 10. SUPPLEMENTAL STANDARDS

10.02 Wind Energy

- a. A solar collection system shall be located a minimum of six feet from all property lines and other structures, except the structure on which it is mounted.
 - b. A solar collection system shall not extend more than five feet above the roofline or the maximum height permitted in the zoning district in which it is located, whichever is less.
 - c. A solar collection system may be located on an accessory structure.
 - d. A development that is proposed to have a solar collection system located on the roof or attached to a structure, or an application to establish a system on an existing structure, shall provide a structural certification as part of the building permit application.
2. **Solar Collection Code Compliance:** Solar collection systems shall comply with all applicable building and electrical codes contained in the city's adopted building code. The solar collection system shall be maintained and in productive use or removed within 90 days of notice from the city that the system is not in compliance with city regulations.
 3. **Solar Easements:** A property owner who has installed or intends to install a solar collection system shall be responsible for negotiating with other property owners in the vicinity for any necessary solar easement and shall record the easement with the county register of deeds.

10.02 Wind Energy

The following provisions regulate the use of renewable (alternative) energy systems where the use of an alternative energy system is requested by a property owner. This section does not permit or regulate renewable energy production facilities owned or operated by private firms or public utilities, which generate energy beyond that needed by a single dwelling or commercial operation with less than 10,000 square feet of floor space.

This section is intended to promote the compatible use of small wind energy systems. Wind energy is an abundant, renewable, and nonpolluting energy resource. When converted to electricity, it reduces our dependence on nonrenewable energy resources and reduces air and water pollution that result from conventional sources. Distributed wind energy structures also enhance the reliability and power quality of the power grid, reduce peak power demands, and increase local electricity generation.

- A. **Special Use Permit Required:** All wind energy systems shall be a Special Use Permitted accessory use allowed in all zoning districts except the CBD; where they are prohibited.
- B. **Small Wind Energy Standards:** All wind energy systems are subject to the following requirements:
 1. **Setbacks:** A wind tower for a small wind energy system shall be set back a distance of 1.05 times its total height from:
 - a. Any public road right of way, unless written permission is granted by the governmental entity with jurisdiction over the road;
 - b. Any overhead utility lines, unless written permission is granted by the affected utility;
 - c. All property lines, unless written permission is granted from the affected landowner or neighbor.
 2. **Access:** All ground-mounted electrical and control equipment shall be locked or secured to prevent unauthorized access. The wind tower shall be designed and installed without step bolts or a ladder readily accessible to the public for a minimum height of eight feet above the ground.

**EXECUTIVE SESSION
TO DISCUSS PERSONNEL MATTERS OF NONELECTED PERSONNEL**

DECEMBER 18, 2018

CITY COMMISSION ACTION:

Motion:

Move to recess into executive session to discuss the annual performance review of the City Manager pursuant to the nonelected personnel matters exception K.S.A. 75-4319 (b) 1. The open meeting to resume in the City Commission Chambers at _____ by the clock in the City Commission Chambers. Human Resources Director Lona Lanter is requested to attend.