



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

Call to Order – Pledge of Allegiance Followed by Silent Meditation

1. **Proclamations:** (pg. 3)
- a. Domestic Violence Awareness Month – October 2018
 - b. Food Day - October 16, 2018
 - c. Lights on After School - October 25, 2018

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from September 25, 2018 Regular Meeting **Action:** Motion (pg. 6)

Second Consideration Ordinances:

3. Second Consideration Ordinance No 8087 Wastewater Rates **Action:** Roll Call Vote (pg. 10)
4. Second Consideration Ordinance No 8088 Refuse Rates **Action:** Roll Call Vote (pg. 16)
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NEW BUSINESS:

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

General Items:

5. Review Properties on Demolition List-202 Pottawatomie St & 209 Elm St **Action:** Motion (pg. 19)
6. Acceptance of Dedication of Land for Public Purposes– West Glen 2nd Plat **Action:** Motion (pg. 32)
7. Acceptance of Public Improvements West Glen Subdivision 1st Plat **Action:** Motion (pg. 34)
8. Mayor’s Appointment to Grow Leavenworth County **Action:** Motion (pg. 37)

Bids, Contracts and Agreements:

9. Consider Agreement for Additional Data Storage **Action:** Motion (pg. 38)
10. Consider Agreement for Lease of City Copiers **Action:** Motion (pg. 41)
11. Consider Proposal for Audit Services **Action:** Motion (pg. 56)
12. Consider Bids for 16th Terrace & Thornton Phase 1 Detention Project **Action:** Motion (pg. 64)
13. Consider Change Order No 1 to Contract 2017-68 Wilson & Company Design Services, 14th Street & Pawnee
Culvert Replacement Project **Action:** Motion (pg. 70)
14. Consider Change Order No 1 to Contract 2017-69 Water Resource Solutions LLC Design Services, 16th Terrace &
Thornton Detention Storage Project **Action:** Motion (pg. 76)

First Consideration Ordinances:

15. First Consideration Ordinance to Amend Chapter 82, Personnel

Action: Consensus (pg. 79)

Consent Agenda: Claims for September 22, 2018 through October 5, 2018 in the amount of \$1,510,696.06; Net amount for Payroll #20 effective September 28, 2018 in the amount of \$365,329.32; (Includes Police & Fire Pension in the amount of \$11,572.36).

Action: Motion

Other:

Executive Session:

16. Discuss Personnel Matters of Nonelected Personnel per K.S.A. 75-4319 (b) (1), City Manager Contract Renewal

Action Motion (pg. 95)

Adjourn

Action: Motion

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *One in every four women will experience domestic violence during her lifetime with approximately 15.5 million children exposed to domestic violence every year; and*
- WHEREAS,** *when a family member is abused, it can have long-term damaging effects on the victim that also leaves a mark on family, friends, and the community at large; and*
- WHEREAS,** *domestic violence is widespread and is devastating to society as a whole, and the problem crosses all economic, racial, gender, educational, religious, and societal barriers; and*
- WHEREAS,** *the crime of domestic violence violates an individual's privacy, dignity, security, and humanity due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; and*
- WHEREAS,** *victims should have help to find the compassion, comfort, and healing they need, with access to medical and legal services, counseling, transitional housing so that they can escape the cycle of abuse and domestic abusers should be punished to the full extent of the law; and*
- WHEREAS,** *we encourage domestic violence victims and their families to seek assistance from the National Domestic Violence Hotline (1-800-799-SAFE); and*
- WHEREAS,** *it is important to recognize the compassion and dedication of the individuals who provide services to victims of domestic violence; and*
- WHEREAS,** *the United States President, Congress and other agencies have expressed a commitment to eliminating domestic violence; and we must dedicate ourselves to protect vulnerable members of our society with local programs, state coalitions, national organizations, and other agencies to increase public awareness of domestic violence, and to eliminate it through prevention and education.*
- NOW, THEREFORE,** *I, Mark Preisinger, Mayor of the City of Leavenworth, Kansas hereby proclaim the month of October, 2018 as:*

Domestic Violence Awareness Month

and urge all the people of Leavenworth, Kansas to work towards the elimination of domestic violence.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this ninth day of October in the year of two-thousand and eighteen.*

Mark Preisinger, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

- WHEREAS,** *Food Day, October 16, 2018, connects us to real food, which is local, healthy, and sustainable and challenges members of our community to eat real, whether it is one ingredient, one meal, all day, or every day; and*
- WHEREAS,** *Food Day, October 16, 2018, educates and inspires the Greater Kansas City community to create a stronger, healthier, more accessible, more sustainable local food system; and*
- WHEREAS,** *the health and well-being of our citizens is of primary concern for the City of Leavenworth reducing obesity and diet-related diseases by promoting safe and healthy diets is a critical factor in improving citizens' overall health; and*
- WHEREAS,** *supporting sustainable family farms and local agriculture benefits the local economy; and*
- WHEREAS,** *obtaining fair pay and safe conditions for food and farm workers is beneficial for both the producer and consumer so that the food we produce and consume is safe and fair for all; and*
- WHEREAS,** *expanding access to real food to those who live in food deserts is critical to alleviating hunger; curbing junk-food marketing aimed at children is vitally important in order to combat rising obesity rates and raise a generation of healthy children; and*
- WHEREAS,** *the Leavenworth Farmers Market has adopted the Double-UP Program to provide for healthful eating for members of the Supplemental Nutrition Assistance Program, by matching their purchases of fresh produce up to \$25.00; and*
- WHEREAS,** *protecting the health of the environment and farm animals is necessary to sustain future generations.*
- NOW, THEREFORE,** *I, Mark Preisinger, Mayor of the City of Leavenworth, Kansas hereby proclaim October 16, 2018 as:*

Food Day

in the City of Leavenworth, Kansas, and I urge all citizens to participate in the activities planned here forth, and published at www.fooddaykc.org.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this ninth day of October in the year of two-thousand and eighteen.*

Mark Preisinger, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

City of Leavenworth, Kansas



Proclamation

WHEREAS, *the citizens of Leavenworth stand firmly committed to quality after-school programs because they: Provide safe, challenging, and engaging learning experiences that help children develop social, emotional, physical, and academic skills; support working families by ensuring their children are safe and productive after the regular school day ends; build stronger communities by involving students, parents, business leaders, and adult volunteers in the lives of young people, thereby promoting positive relationships among youth, families, and adults; and*

WHEREAS, *the Horizon Kids Before and After School Programs through the Leavenworth Public Schools Education Foundation has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality after-school programs are key to helping our children become successful adults; and*

WHEREAS, *Lights On After School, the national celebration of after-school programs held this year on October 25, 2018 promotes the importance of quality after-school programs in the lives of children, families, and communities; and*

WHEREAS, *more than 28 million children in the U.S. have parents who work outside the home, and 15.1 million children have no place to go after school; and*

WHEREAS, *the City of Leavenworth is committed to investing in the health and safety of all young people by providing expanded learning opportunities that will help close the achievement gap and prepare young people to compete in the global economy.*

NOW, THEREFORE, *I, Mark Preisinger, Mayor of the City of Leavenworth, Kansas hereby proclaim October 25, 2018 as:*

Lights On After School

in the City of Leavenworth, and to engage in innovative after-school programs and activities for all children after school. Presented this ninth day of October in the year two thousand and eighteen.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this ninth day of October in the year of two-thousand and eighteen.*

Mark Preisinger, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk



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

Others present: Public Works Director Mike McDonald, Deputy Public Works Director Mike Hooper, Fire Chief Gary Birch, City Planner Julie Hurley, Community Development Coordinator Mary Dwyer, Finance Director Ruby Maline, Public Information Officer Melissa Bower, City Attorney David E. Waters, City Clerk Carla K. Williamson and Deputy City Clerk Cary L. Collins.

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

Proclamation:

Leavenworth Public School Education Foundation Week – Catey Edwards was present to accept the proclamation.

Fire Prevention Week – Fire Chief Gary Birch was present to accept the proclamation.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Griswold moved to approve the minutes from the September 11, 2018 regular meeting as presented. Commissioner Dedeker seconded the motion and was unanimously approved. The Mayor Pro-Tem declared the motion carried 4-0.

NEW BUSINESS:

Citizen Participation:

David Walker, Pastor for Faith Christian Center International 616 Grand Ave, Leavenworth KS:

- Requested permission to use the city's logo on a flyer for an event sponsored by Faith Christian Center International (Mayor Pro-Tem Wilson handed out copies of the flyers to the Commission)
- Event name "The First Annual Twin City Initiative Fall Festival" scheduled for October 20th from 10:00 a.m. to 2:00 p.m. at the KCKCC Pioneer Career Center at 1901 Spruce St.

Mike Smith, Lansing City Manager:

- City of Lansing Commission is scheduled to discuss the use of their logo at their next regular scheduled meeting.

City Clerk Carla Williamson stated that the city does not have a written policy on the use of the City's logo. Mrs. Williamson explained that there is nothing that prevents the Commission from reaching a consensus to endorse this event.

The City Commission reached a consensus to endorse the event and allow the use of the city logo.

General Items:

Review Properties on Demolition List – 1728 S. 4th Street, 407 N. 10th Street and 1030 Ironmoulders Street – City Planner Julie Hurley presented updates of three properties granted extension by the City Commission on June 26, 2018 upon adoption of Resolution B-2203.

1728 S. 4th Street

- Significant exterior work has been completed to include new roof, siding and windows
- Staff recommends removal from the demolition list

407 N. 10th Street

- Significant exterior work has been completed and owner is in the process of completing interior repairs
- Staff recommends removal from the demolition list

1030 Ironmoulders Street

- Owner signed remediation agreement
- Roof has been repaired, new windows and siding has been installed
- Staff recommends removal from the demolition list

Commissioner Bauder moved to remove the three properties from the demolition list as presented. Commissioner Dedeker seconded the motion and was unanimously approved. The Mayor Pro-Tem declared the motion carried 4-0.

Mayor Pro-Tem noted that there was another citizen that wanted to speak. Cathleen Legare, 915 Osage Street:

- Reported several issues with the conditions of rental properties in her neighborhood
- 911 Osage Street is uninhabitable, children living there
- Mice, cockroaches. Infesting her property
- Contacted city Code Enforcement, was urged to visit commission for guidance on what can be done
- Has spoken with property owner and tenants

Commission Discussion:

- City cannot enter premise without permission
- Tenant can contact Code Enforcement to setup a time to tour the inside
- City can address outside code violations
- Asked City Planner July Hurley to follow-up

Attorney Waters:

- City can submit request for a judge to sign off on an "Administrative Search Warrant"

Resolutions:

Resolution B-2207-Consolidated Annual Performance & Evaluation Report (CAPER) CDBG – Community Development Coordinator Mary Dwyer presented for consideration Resolution B-2207 for submittal of the 2017-2018 CAPER to the Department of Housing and Urban Development (HUD).

Commissioner Bauder moved to approve Resolution B-2207 for submittal of the 2017-2018 CAPER to the Department of Housing and Urban Development. Commissioner Dedeker seconded the motion and was unanimously approved. The Mayor Pro-Tem then declared the motion carried 4-0.

Bids, Contracts and Agreements:

Consider Bids for 2018 Sidewalk Improvements Project – Public Works Director Mike McDonald presented for consideration bids the 2018 Sidewalk Improvements Project. Staff recommends approval of the low bid submitted by King’s Construction for the base bid and alternate #1 in the amount of \$210,227.40. Bids were opened on September 12, 2018 and were as follows:

Company	Location	Base Bid	Alternate 1	Total Bid
Kings Construction	Oskaloosa KS	\$137,418.15	\$72,809.25	\$210,227.40
Orr Wyatt Streetscapes	Raytown MO	\$148,697.75	\$87,248.30	\$235,946.05
Baker Construction	Leavenworth KS	\$153,690.50	\$87,145.25	\$240,835.75
BKM Construction	Leavenworth KS	\$179,074.50	\$93,270.75	\$272,345.25
Phoenix Concrete	Olathe KS	\$197,955.54	\$101,895.64	\$299,851.18
Freeman Concrete Construction	Shawnee KS	\$207,252.50	\$93,706.50	\$300,959.00
Kansas Heavy Construction	Tonganoxie KS		Bid not read	
Engineer's Estimate		\$214,090.00		

Commissioner Griswold moved to approve the low bid submitted by Kings Construction for the base bid and alternate #1 in the amount of \$210,227.40. Commissioner Dedeker seconded the motion and was unanimously approved. The Mayor Pro-Tem then declared the motion carried 4-0.

First Consideration Ordinances:

First Consideration Ordinance to Increase Wastewater Rates – Public Works Director Mike McDonald presented for consideration an ordinance to increase wastewater rates by 5% effective December 1, 2018.

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

First Consideration Ordinance to Increase Refuse Rates – Public Works Director Mike McDonald presented for consideration an ordinance to increase refuse rates effective December 1, 2018. The current residential monthly rate is 16.87. The proposed new residential monthly rate is \$18.22.

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

CONSENT AGENDA:

Commissioner Griswold moved to approve claims for September 8, 2018 through September 21, 2018 in the amount of \$613,535.22; Net amount for Pay #19 effective September 14, 2018 in the amount of \$329,142.31; (No Police & Fire Pension). Commissioner Dedeke seconded the motion and was unanimously approved. The Mayor Pro-Tem declared the motion carried 4-0.

Other:

Adjourn:

Commissioner Dedeke moved to adjourn the meeting. Commissioner Bauder seconded the motion and was unanimously approved. The Mayor Pro-Tem declared the motion carried and the meeting adjourned.

Time Meeting Adjourned 7:42 p.m.

Minutes taken by Deputy City Clerk Cary L. Collins

**POLICY REPORT
SECOND CONSIDERATION
ORDINANCE No. 8087
WASTEWATER RATE INCREASE**

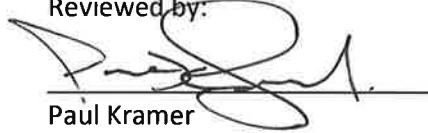
OCTOBER 9, 2018

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

BACKGROUND:

At the September 25, 2018 City Commission meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 114, UTILITIES, ARTICLE IV, SEWERS, DIVISION 3, SEWER SERVICE CHARGES, SEC. 114-126 LEVY, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTIONS AMENDED.

There have been no changes since this item was placed on first consideration.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 8087.

ACTION:

Ordinance No. 8087 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8087

(Summary Publish in the Leavenworth Times on October 12, 2018)

ORDINANCE NO. 8087

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 114, UTILITIES, ARTICLE IV, SEWERS, DIVISION 3, SEWER SERVICE CHARGES, SEC. 114-126 LEVY, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTIONS AMENDED.

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

Section 1. That the Code of Ordinance of the City of Leavenworth, Kansas, Chapter 114, Utilities, Article IV, Sewers, Division 3, Sewer Service Charges, Sec. 114-126 Levy, is hereby deleted in its entirety and amended to read as follows:

DIVISION 3. SEWER SERVICE CHARGES

Sec. 114-126. Levy.

(a) *Definitions.* The meaning of terms used in this section shall be as follows, unless the context specifically indicates otherwise:

BOD (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees Celsius, expressed in milligrams per liter (*mg/l*).

Capital charge means that portion of the total wastewater service charge, which is levied for local capital costs, local investment in plant facilities, and other local costs excluding operation, maintenance and replacement costs.

Nonresidential customer means each customer whose premises are served by the city's wastewater treatment works and who is not either a residential customer or a customer who is provided wastewater service under a written contract with the city.

Normal domestic wastewater means wastewater that has a BOD of not more than 350 mg/l and a suspended solids concentration of not more than 350 mg/l.

Operation and maintenance means expenditures for materials, labor, utilities and other items, which are necessary for operating, managing and maintaining the wastewater treatment works to achieve the capacity and performance for which such works were designed and constructed.

Replacement means expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary during the useful life of the treatment works to maintain the capacity and performance for which such works were designed and constructed. The term "operation and maintenance" includes replacement.

Residential customer means any customer served by the city's wastewater treatment works whose lot, parcel of real estate or building is used only for domestic dwelling purposes.

SS (suspended solids) means solids that either floats on the surface of or are in suspension in wastewater, and which are removable by a standard specific laboratory filtration device.

Treatment works means any devices and systems for the collection, storage, treatment, recycling and reclamation of wastewater or necessary to recycle or reuse water at the most economical cost over the useful life of the works. These include intercepting sewers, outfall sewers, wastewater collection systems, pumping, treatment and other facilities, which are an integral part of the wastewater collection and treatment processes or are used for ultimate disposal of residues resulting from such treatment.

Useful life means the estimated period during which a treatment works will be operated.

User charge means that portion of the total wastewater service charge, which is levied in a proportional and equitable manner for the cost of operation, maintenance and replacement of wastewater treatment works.

(b) *Wastewater service charges.* The following monthly service charges shall be paid to the city by all residential and nonresidential customers' receiving service from the city's wastewater treatment works:

(1) *City Service Charge.*

a. *Inside city customers.* Monthly wastewater service charges shall be calculated for all customers located within the city's corporate limits. The service charges shall be based on each customer's water consumption as defined in this subsection. The service charges for these customers shall be as follows:

Inside City Monthly Charges

	User Charge Portion (\$/Ccf)	Capital Charge Portion (\$/Ccf)	Total City Service Charge (\$/Ccf)
Minimum Monthly Charge	6.41	4.65	11.06
Volume Charge:			
First 2 Ccf	Included in minimum monthly charge		
Next 13 Ccf	2.25	1.51	3.76
Next 285 Ccf	1.78	0.88	2.66

All over 300 Ccf	1.58	0.546	2.14
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- b. *Outside city customers.* Monthly wastewater service charges shall be calculated for all customers located outside the city's corporate limits. The service charges shall be based on each customer's water consumption as defined in this subsection. The service charges for these customers shall be as follows:

Outside City Monthly Charges

	User Charge Portion (\$/Ccf)	Capital Charge Portion (\$/Ccf)	Total City Service Charge (\$/Ccf)
Minimum Monthly Charge	6.41	5.84	12.25
Volume Charge:			
First 2 Ccf	Included in minimum monthly charge		
Next 13 Ccf	2.25	1.71	3.96
Next 285 Ccf	1.78	0.99	2.78
All over 300 Ccf	1.58	0.64	2.22

	User Charge Portion	Capital Charge Portion	Total City Service Charge
Minimum Monthly Charge - New Accounts (7 units) Ccf =100 cubic feet (750 gallons)	17.66	12.22	29.88

- c. *Residential customers.* At the end of the three-month period consisting of the consecutive months of January, February and March of each year, the average monthly consumption of water by each residential customer located within the corporate limits of the city during such three-month period shall be ascertained and the monthly wastewater service charges paid by such residential customer for each of the following months of the 12-month period commencing with July 1 shall be based upon the average monthly consumption of water by such residential customer during this three-month period.

The minimum wastewater service charge for those residential customers for premises located within the corporate limits of the city who do not have a record of average monthly gross consumption of water as set forth in this section shall be \$29.88 per month, which consists of a user charge of \$17.66 and a capital charge of \$12.22.

- d. *Nonresidential customers,* At the end of the 12-month period consisting of a fiscal year of July through June, the average monthly consumption of water by each nonresidential customer during such 12-month period shall be ascertained and the monthly service charges paid by such nonresidential customer for each of the following 12 months shall be based upon the average monthly consumption of water by such customer during such 12-month period. The minimum wastewater service charge for those nonresidential customers who do not have a record of average monthly gross consumption of water as set forth in this section

shall be calculated monthly and shall be based on the consumption of water by such nonresidential customer for each month until the customer has established a 12-month fiscal year as provided in this subsection, at which time the charges shall be computed on the average monthly use for such 12-month period as provided in this subsection. Nonresidential customers, upon written request submitted to the city clerk by such customer, may be billed for wastewater service charges based on actual water usage for each monthly billing period.

- e. *Unusual burden on treatment works.* The city shall establish fair and equitable charges for any industrial or other customer served by the city who discharges waste into the city's wastewater treatment works of such volume, type or character that places an unusual burden on the city's treatment works.

- f. *Users receiving water from other sources.* For any customer who receives water from a source other than the city's water supply system and who discharges wastes into the city's wastewater treatment works, the volume of such wastes discharged shall either be estimated by the city or, at the discretion of the city, the customer shall, at his sole cost and expense, install and maintain in good operating condition suitable meters or measuring devices of standard type and design at an appropriate point or points as necessary to properly measure the customers sewage discharge and shall permit the city to perform the reading of such metering device. The sewer charges for such customer's shall be established in accordance with such estimates or metering records.

(2) *Extra strength surcharge.* Any customer discharging a liquid into the city's wastewater treatment works with a BOD or suspended solids (SS) concentration greater than normal domestic wastewater shall pay an additional monthly charge based on the billable volume of water, as follows:

Extra Strength Surcharge for each mg/l over 350mg/l			
Inside City:	\$/Ccf	\$/Ccf	\$/Ccf
BOD	0.00171834	0.00007067	0.00178901
SS	0.00119566	0.00004573	0.00124139
Outside City:			
BOD	0.00172033	0.00019652	0.00191685
SS	0.00119710	0.00011739	0.00131449
Ccf = 100 cubic feet			

(3) *Contract customers.* Any agreement or contract entered into by the city with any customer relating to the provisions of wastewater service shall be in compliance with the user charge regulations as contained in 40 CFR 35, subpart E.

Section 2. REPEAL. Chapter 114, Utilities, Article IV, Sewers, Division 3, Sewer Service Charges, Sec. 114-26 Levy, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3: EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after the later of (a) the date of its publication in the official city newspaper, or (b) December 1, 2018.

PASSED and APPROVED by the Governing Body on this 9th day of October 2018.

Mark Preisinger, Mayor

{Seal}

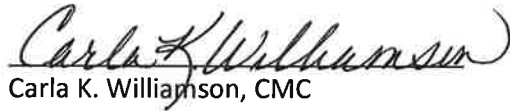
ATTEST:

Carla K. Williamson, CMC, City Clerk

**POLICY REPORT
SECOND CONSIDERATION
ORDINANCE No. 8088
REFUSE RATE INCREASE**

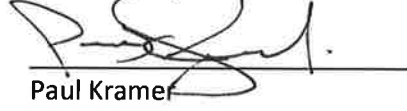
OCTOBER 9, 2018

Prepared by:



Carla K. Williamson, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

BACKGROUND:

At the September 25, 2018 City Commission meeting the City Commission reviewed and placed on first consideration:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 98, SOLID WASTE, ARTICLE II, COLLECTION AND DISPOSAL, SEC. 98-34, SERVICE FEES; COLLECTION, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTIONS AMENDED.

There have been no changes since this item was placed on first consideration.

RECOMMENDATION:

Staff recommends approval of Ordinance No. 8088.

ACTION:

Ordinance No. 8088 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8088

(Summary Publish in the Leavenworth Times on October 12, 2018)

ORDINANCE NO. 8088

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF LEAVENWORTH, KANSAS, CHAPTER 98, SOLID WASTE, ARTICLE II, COLLECTION AND DISPOSAL, SEC. 98-34, SERVICE FEES; COLLECTION, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTIONS AMENDED.

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

Section 1. That the Code of Ordinance of the City of Leavenworth, Kansas, Chapter 98, Solid Waste, Article II, Collection and Disposal, Sec. 98-34, Service Fees; Collection, is hereby deleted in its entirety and amended to read as follows:

Sec. 98-34. Service fees; collection

(a) The governing body may from time to time by ordinance, prescribe charges to householders and to owners or operators of places of business for the service of collection and disposal of refuse. Such charges shall be billed monthly in a manner to be directed by the governing body; provided, that parties generating no garbage or trash shall not be required to pay any service charge. Parties may present grievances relating to service charges or billing adjustments and requests to be exempted from the service charge to the governing body by filing a written statement containing the grievance or request at the office of the city clerk.

(b) In order to provide sufficient revenue to pay the costs of refuse collection, the following monthly rates shall apply:

- (1) Single-family units and multiple family complexes shall pay \$18.22 per unit, per month, effective with the December 2018 waterworks billing.
- (2) For commercial establishments, a monthly rate shall be established by the superintendent of refuse based on the time required to perform the service.

(c) If the service charge is not paid, the governing body annually at the first regular meeting in July or at such other times as it shall determine shall by ordinance levy and assess the unpaid charges against each lot or parcel of land served as a special assessment which shall constitute a lien upon the property for the amount of such delinquent fees. A certified copy of the ordinance shall be filed with the county clerk for the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll. The lien created shall attach upon recordation in the office of the county clerk of a certified copy of the ordinance. The assessment shall be collected at the same time and in the same manner as ordinary county ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for such taxes. All

laws applicable to the levy, collection and enforcement of county ad valorem property taxes shall be applicable to such assessment.

Section 2. REPEAL. Chapter 98, Solid Waste, Article II, Collection and Disposal, Sec. 98-34, Service Fees; Collection, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3: EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after the later of (a) the date of its publication in the official city newspaper, or (b) December 1, 2018.

PASSED and APPROVED by the Governing Body on this 9th day of October 2018.

Mark Preisinger, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

POLICY REPORT

Review Unsafe and Dangerous Structures 202 Pottawatomie Street & 209 Elm Street

October 9, 2018



Prepared By:
Julie Hurley,
City Planner



Reviewed By:
Paul Kramer,
City Manager

DISCUSSION

On June 26, 2018, the City Commission adopted Resolution B-2203 regarding demolition of 13 structures, including the properties located at 202 Pottawatomie and 209 Elm. At that time, the Commission voted to grant an extension to October 9th for the owners of the two properties to allow for completion of the needed work.

1. **202 Pottawatomie:** Some exterior work, including some siding repair on the front of the house, roof repair on the rear portion of the house and the addition of a covered porch. Items remaining to be completed include: roof repairs, siding repair/replacement, soffit & eave repair/replacement, gutter repair/replacement, repainting of entire structure. The covered porch addition was not an item necessary to bring the property into code compliance.

This property is listed on the Kansas Register of Historic Places and the potential demolition requires review by the Leavenworth Preservation Commission (LPC). The LPC reviewed the property at their July 11, 2018 meeting and instructed the property owner to commence repairs prior to October 9th. The LPC again reviewed the property at their October 3, 2018 meeting. The property owner was not in attendance to discuss his plans for the property. The LPC instructed staff to send a letter to the property owner requesting a written plan and timeline for completing the repairs.

A building permit for interior renovations and construction of the porch was obtained in March, 2016. It was deemed inactive after 6 months of no progress. The property owner requested that the permit be reactivated in September, 2018 in order to commence work on the property. An inspection was completed on 9/19/18 on the pier holes for the porch. No other inspections have been requested or taken place since that time.

Staff recommends the property remain on the demolition list with an extension to complete necessary repairs.

2. **209 Elm Street:** A permit to replace the roof was obtained on 9/18/18. The owner is in the process of rebuilding the roof structure. Other items remaining to be completed include: gutter repair/replacement, window repair, replacement, and repainting.

Staff recommends the property remain on the demolition list with an extension to complete necessary repairs.

RECOMMENDED ACTION

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

Determination of Unsafe or Dangerous Structure

Address:	202 Pottawatomie Street		
Owner	Description	Taxes	Parcel Number
Rickey L. Giles Jr.	2 story wooden structure		0772503103016000
Legal Description: LEAVENWORTH, PLT ORIG, S25, T08, R22E, BLOCK 28, Lot 1 - 4			
Date of Inspection	Zoning		Parcel Size
3/15/18	R1-6		11,841
# Code Violations	Last Court Appearance		Code Enforcement Officer
3	N/A		Kathy L. Rodgers

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

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

No water service since November 12, 2015.



PROPERTY REMEDIATION AGREEMENT

Owner: Rickey L. Giles Jr.
 Site Address: 202 Pottawatomie Street
 Leavenworth, KS 66048

The owner(s) of the property located at **202 Pottawatomie Street** recognize that the property is in violation of the City's Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	6/22/18	Roof – replace roof.
2)	6/22/18	Siding – replace/repair all exterior walls and sidings. Soffits & eaves – replace/repair all soffits & eaves. Guttering – replace/repair guttering
3)	6/22/18	Windows & doors – replace/repair all windows & doors.
4)	6/22/18	Paint – remove all peeling paint and repaint entire exterior structure.
		Remove ALL dead and dying trees, limbs or other unsightly natural growth or unsightly appearances.

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

Notary Area

Signature

Date













Determination of Unsafe or Dangerous Structure

Address:	209 Elm		
Owner	Description	Taxes	Parcel Number
Platinum Enterprises	2 Story wood frame		052-077-36-0-40-05-003.00-0
Legal Description: FACKLERS ADDITION BLK 11 LOT 3			
Date of Inspection	Zoning		Parcel Size
1/22/2018	R1-6		6506
# Code Violations	Last Court Appearance		Code Enforcement Officer
2	N/A		Lee Burleson

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

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

Neighbors complain of squatters. Last water service 2/23/2015.



PROPERTY REMEDIATION AGREEMENT

Owner: Platinum Enterprises
 Site Address: 209 Elm St.
 Leavenworth, KS 66048

The owner(s) of the property located at 209 Elm St. recognize that the property is in violation of the City’s Property maintenance ordinance(s). As such, they agree to bring the property in to compliance with City Ordinance standards, draw all necessary permits for the work to be performed, and meet the repair deadlines listed below. In return, the City agrees to stay the prosecution of any existing code violations, consider them abated after the property is found in compliance, and to work with the owners throughout this remediation process to help them resolve all code enforcement issues at the site.

	DEADLINE	TASK
1)	6/22/18	Roof – replace entire roof, to include soffits and eaves.
2)	6/22/18	Guttering – Replace all guttering
3)	6/22/18	Windows – Fix all windows
4)	6/22/18	Paint – Paint exterior of the house.

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

Notary Area

Signature

Date



**POLICY REPORT
LEAVENWORTH CITY COMMISSION
WEST GLEN, 2nd PLAT
FINAL PLAT**

OCTOBER 9, 2018

SUBJECT:

A request for a final plat of West Glen, 2ND Plat



Prepared By:
Julie Hurley
City Planner



Reviewed By:
Paul Kramer
City Manager

ANALYSIS:

The subject property is owned by JMK Partners, LLC, plat prepared by Atlas Surveyors. The applicant is requesting approval of a 52 lot final plat for the West Glen residential development. The property is currently vacant and zoned to R1-6, High Density Single Family Residential District. A preliminary plat for the subject property was approved by the Planning Commission on June 5, 2017, under the name Wolf Farms. The first final plat for the subdivision was approved by the Planning Commission on September 11, 2017. This final plat completes the development of the 101 lot single-family subdivision.

The subject property is 11.18 acres in size, and is currently undeveloped. The site lies along New Lawrence Road, directly east of 20th Street. The plat consists of 52 residential lots. Lots 72-101 are intended to be standard single-family homes, with an average lot size of 10,285 sqft. Lots 50-71 are intended to be smaller maintenance provided single-family homes, with an average lot size of 7,914 sqft. Also included are associated utility easements and 3 tracts for open space and to accommodate an existing gas pipeline.

Improvements to New Lawrence Road were required as part of the development of this property and are currently underway.

The Planning Commission considered this plat at the October 1, 2018 Planning Commission meeting and unanimously recommended approval of the plat.

ACTION:

Accept the dedication of land for public purposes as part of the Final Plat



DATUM:
NADVD 1988, U.S. Feet
Bench Mark:
ELEVATION: 900.00

CLOSURE CALCULATIONS:
4.75' OF (plat boundary) 0.00' (closing distance)
= insupplied error of closure is 1,187.500.

NOTE:
The basis of bearing system Kansas North Zone, U.S. State Plane, NAD 83.
The Interior Lot Corners shall be set Post Utility Construction.
Corner Lots with a Side Building Line (SBL) shall have No Direct Vehicular Access from that side of the Lot.
Exterior Plat Corner Measurements to be set in concrete per Leavenworth County Regulations prior to issuing building permits.
The minimum Front Yard Setback for Single Family Lots shall be 25 feet from the right-of-way line.
The minimum Side Yard Setback for Single Family Lots shall be 6 feet on each side of structure.
The minimum Rear Yard Setback for Single Family Lots shall be 25 feet from the structure to the property line.

DISCLAIMER:
Leavenworth County, Kansas, does not warrant, warrant or guarantee that the details shown on this document and provided by the applicant, or any agent of applicant, including any survey information, should be relied upon by any third party as being wholly or partially accurate and complete.

LOCATION MAP
SECTION 15-T09S-R22E
Scale: 1" = 2000'

Centering Curve Data

Δ = 24°58'28"	Δ = 24°17'18"	Δ = 87°25'05"
R = 250.00'	R = 500.00'	R = 250.00'
L = 108.57'	L = 211.90'	L = 555.25'
Tan = 53.37'	Tan = 107.59'	Tan = 215.10'
C = 108.11'	C = 210.37'	C = 326.11'

Δ = 15°07'51" Δ = 23°54'05"
 R = 300.00' R = 300.00'
 L = 183.34' L = 125.15'
 Tan = 92.07' Tan = 63.50'
 C = 182.94' C = 124.24'

Title information furnished by:
TRI-COUNTY TITLE & ABSTRACT
ISSUING AGENT FOR
Stewart Title & Guaranty
Commitment No.: 08000209
Dated: July, 2017

Lot #	Square Ft.	Lot #	Square Ft.	Tract	Square Ft.
50	6,555 S.F.	76	8,203 S.F.	F	18,651 S.F.
51	6,555 S.F.	77	7,601 S.F.	K	11,699 S.F.
52	6,555 S.F.	78	9,309 S.F.	L	175,826 S.F.
53	9,317 S.F.	79	9,245 S.F.		
54	8,510 S.F.	80	14,301 S.F.		
55	6,510 S.F.	81	5,571 S.F.		
56	7,107 S.F.	82	9,690 S.F.		
57	11,145 S.F.	83	8,149 S.F.		
58	7,208 S.F.	84	12,277 S.F.		
59	7,590 S.F.	85	8,650 S.F.		
60	7,115 S.F.	86	8,825 S.F.		
61	6,482 S.F.	87	8,650 S.F.		
62	8,912 S.F.	88	8,884 S.F.		
63	8,912 S.F.	89	9,984 S.F.		
64	8,912 S.F.	90	11,229 S.F.		
65	8,141 S.F.	91	12,296 S.F.		
66	7,316 S.F.	92	12,691 S.F.		
67	7,423 S.F.	93	20,177 S.F.		
68	10,029 S.F.	94	12,846 S.F.		
69	8,411 S.F.	95	12,448 S.F.		
70	7,815 S.F.	96	8,977 S.F.		
71	7,917 S.F.	97	8,875 S.F.		
72	8,845 S.F.	98	9,042 S.F.		
73	9,861 S.F.	99	9,207 S.F.		
74	9,546 S.F.	100	10,232 S.F.		
75	8,629 S.F.	101	8,822 S.F.		
Total Area	324,811 S.F.	Total Area	275,352 S.F.		

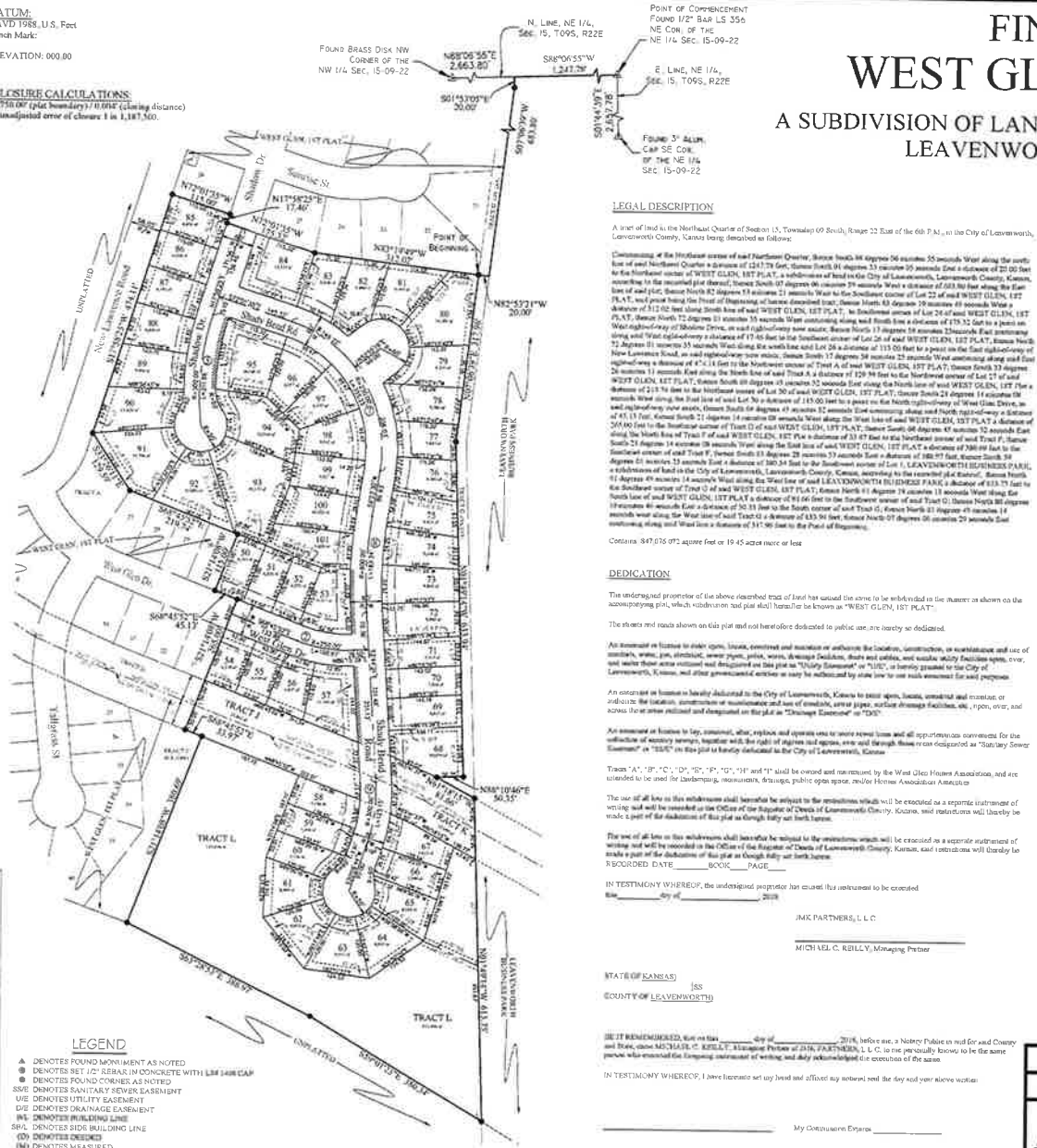
Total Lot Area = 487,163 Sq. Ft. (11.16 Ac. ±)

Total Tract Areas = 227,216 Sq. Ft. (5.22 Ac. ±)

ROW Area = 132,687 Sq. Ft. (3.05 Ac. ±)

LEGEND

- ▲ DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" REBAR, IN CONCRETE WITH LHM SINKCAP
- DENOTES FOUND CORNER AS NOTED
- SSS: DENOTES SANITARY SEWER EASEMENT
- USE: DENOTES UTILITY EASEMENT
- DIE: DENOTES DRAINAGE EASEMENT
- DENOTES BUILDING LINE
- SBL: DENOTES SIDE BUILDING LINE
- (DN) DENOTES DITCHES
- (M) DENOTES MEASURED
- //// DENOTES NO DRIVEWAY ACCESS TO STREET IN THIS AREA



FINAL PLAT WEST GLEN, 2ND PLAT

A SUBDIVISION OF LAND IN THE CITY OF LEAVENWORTH, LEAVENWORTH COUNTY, KANSAS

LEGAL DESCRIPTION

A tract of land in the Northeast Quarter of Section 15, Township 09 North, Range 22 East of the 6th P.M., in the City of Leavenworth, Leavenworth County, Kansas being described as follows:

Commencing at the Northeast corner of said Northeast Quarter, thence South 84 degrees 06 minutes 55 seconds West along the north line of said Northeast Quarter a distance of 121.75 feet to a corner South 81 degrees 21 minutes 59 seconds East a distance of 22.00 feet to the Northeast corner of WEST GLEN, 1ST PLAT, a subdivision of land in the City of Leavenworth, Leavenworth County, Kansas, according to the recorded plat thereof, thence South 07 degrees 06 minutes 39 seconds West a distance of 63.83 feet along the East line of said West Glen, thence North 82 degrees 18 minutes 13 seconds West to the Southwest corner of Lot 22 of said WEST GLEN, 1ST PLAT, and point being the Point of Beginning of same described tract, thence North 43 degrees 19 minutes 01 seconds West a distance of 112.12 feet along the East line of said WEST GLEN, 1ST PLAT, to the Southwest corner of Lot 24 of said WEST GLEN, 1ST PLAT, thence North 72 degrees 03 minutes 15 seconds West containing along said North line a distance of 175.32 feet to a point on the Northright-of-way of Robinson Drive, an east right-of-way now vacant, thence North 13 degrees 18 minutes 23 seconds East containing 23 degrees 11 minutes 33 seconds West along the north line and Lot 24 a distance of 113.00 feet to a point on the East right-of-way of New Leavenworth Road, an east right-of-way now vacant, thence South 17 degrees 38 minutes 25 seconds West containing along said East line a distance of 47.14 feet to the Southwest corner of Tract A of said WEST GLEN, 1ST PLAT, thence South 23 degrees 22 minutes 11 seconds East along the North line of said Tract A a distance of 129.94 feet to the Northeast corner of Lot 27 of said WEST GLEN, 1ST PLAT, thence North 82 degrees 18 minutes 13 seconds East containing along said North line a distance of 218.74 feet to the Northeast corner of Lot 30 of said WEST GLEN, 1ST PLAT, thence South 23 degrees 11 minutes 33 seconds East along the East line of said Tract A a distance of 143.00 feet to a point on the Northright-of-way of West Glen Drive, an east right-of-way now vacant, thence South 84 degrees 06 minutes 39 seconds East containing along said North line a distance of 41.15 feet to the Southwest corner of Tract D of said WEST GLEN, 1ST PLAT, thence South 06 degrees 41 minutes 32 seconds East along the North line of Tract D of said WEST GLEN, 1ST PLAT, thence North 81 degrees 21 minutes 32 seconds East a distance of 31.87 feet to the Northeast corner of said Tract F, thence South 21 degrees 14 minutes 18 seconds West along the East line of said WEST GLEN, 1ST PLAT a distance of 730.89 feet to the Southwest corner of said Tract F, thence North 83 degrees 28 minutes 18 seconds West a distance of 188.97 feet to the Northeast corner of Lot 1 of Leavenworth Business Park, a subdivision of land in the City of Leavenworth, Leavenworth County, Kansas, according to the recorded plat thereof, thence North 81 degrees 49 minutes 14 seconds West along the West line of said LEAVENWORTH BUSINESS PARK a distance of 613.75 feet to the Southwest corner of Tract G of said WEST GLEN, 1ST PLAT, thence North 81 degrees 19 minutes 13 seconds West along the North line of said WEST GLEN, 1ST PLAT, thence North 81 degrees 19 minutes 13 seconds East a distance of 30.31 feet to the South corner of said Tract G, thence North 81 degrees 49 minutes 14 seconds East containing along the West line a distance of 31.96 feet to the Point of Beginning.

DEDICATION

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision has not heretofore been known as "WEST GLEN, 1ST PLAT".
The streets and roads shown on this plat and not heretofore dedicated to public use are hereby so dedicated.

An easement is hereby to their open, lawful, convenient and exclusive use and enjoyment for the location, construction, maintenance and use of water, gas, electric, sewer pipes, wires, drainage ditches, ditches and other utility facilities open, over, and under their acre contained and depicted on this plat as "WEST GLEN, 1ST PLAT", or hereby granted to the City of Leavenworth, Kansas, and other governmental entities as may be authorized by state law to such easement, with full and complete force and effect.

An easement is hereby to their open, lawful, convenient and exclusive use and enjoyment for the location, construction, maintenance and use of drainage, sewer pipes, and other drainage facilities, open, over, and under their acre contained and depicted on this plat as "Leavenworth Business Park" or "DB".

The use of all lines on this subdivision shall heretofore be subject to the provisions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Leavenworth County, Kansas, and instructions will thereby be made a part of the subdivision of this plat as though fully set forth herein.

The use of all lines on this subdivision shall heretofore be subject to the provisions which will be executed as a separate instrument of writing and will be recorded in the Office of the Register of Deeds of Leavenworth County, Kansas, and instructions will thereby be made a part of the subdivision of this plat as though fully set forth herein.

IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be executed.

JMK PARTNERS, L.L.C.
MICHELLE C. BILLY, Managing Partner

STATE OF KANSAS ss
COUNTY OF LEAVENWORTH

BE IT REMEMBERED, that on this _____ day of _____, 2018, before me, a Notary Public in and for the County of Leavenworth, Kansas, MICHELLE C. BILLY, Attorney-in-Fact of JMK PARTNERS, L.L.C., to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year above written.

My Notary Seal Expires

This plat of WEST GLEN, 1ST PLAT has been submitted to and approved by the Leavenworth Planning Commission, on _____ day of _____, 2018.

CHAIRMAN _____
SECRETARY _____
This plat approved by the City Council of Leavenworth, Kansas, on _____ day of _____, 2018.
(SEAL) _____
ATTENT: _____
CITY CLERK _____
DIRECTOR OF PUBLIC WORKS _____
CITY ATTORNEY _____

State of Kansas, County of Leavenworth, SS
This is to certify that this instrument was filed for record in the Register of Deeds of this office on the _____ day of _____, 2018, in Book _____, Page _____.

REGISTER OF DEEDS

I hereby certify this plat meets the requirements of K.S.A. 58-2005. The fees of this plat were reviewed for compliance with Kansas Minimum Standards for Boundary Surveys. No field verification is required. This review is for survey information only.

COUNTY SURVEYOR

This is to certify on this _____ day of _____, 2018, this field survey was performed on the ground to see if under any former appropriation and use and with or without records exceeds the Kansas Minimum Standard for boundary surveys pursuant to K.S.A. 58-2005.



Prepared For:
JMK Partners, L.L.C.
c/o Michael C. Billy,
Managing Partner
P.O. Box 9
Leavenworth, KS 66648
(913) 682-2524
(913) 682-8136 (fax)

Date of Preparation:
August 25, 2018

WEST GLEN, 2ND PLAT
SEC. 15, T09S, R22E LEAVENWORTH COUNTY, KANSAS

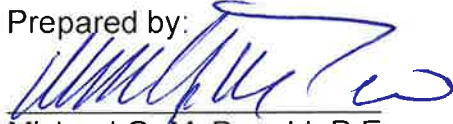
ATLAS SURVEYORS, L.L.C.
207 South 5th Street | Leavenworth, Kansas 66648 | 913.682.8600 | 913.682.8806 (F)

**POLICY REPORT NO. 18-40
CONSIDER ACCEPTANCE OF PUBLIC IMPROVEMENTS
AND APPROVE A PERMANENT SEWER EASEMENT
FOR WEST GLEN SUBDIVISION, 1st PLAT**

2018-889

October 9, 2018

Prepared by:



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

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider acceptance of public improvements and approval of permanent sewer easement related to the West Glen Subdivision, 1st Plat.

BACKGROUND:

The West Glen Subdivision, 1st Plat was approved by the City Commission on September 11, 2017. The developer arranged for construction of streets, sewers, storm sewers and other utilities at their expense. The work was inspected by City forces. All outstanding issues have been resolved. The developer will be required to pay six percent of the cost of the improvements to the City for inspection and other services. JMK Partners, LLC has agreed to pay these fees prior to the Commission meeting on October 9, 2018.

Storm sewers, streets and sidewalks have been completed in accordance with City specifications and the approved plans. Sanitary sewer lines were air tested and televised, and manholes vacuum tested. The storm sewer lines have also been televised.

POLICY:

The City Commission usually accepts developments which have been built in accordance to City standards.

BUDGET IMPACT:

None except routine maintenance absorbed by the operational budget and revenue generated from building permits and taxes.

RECOMMENDATION:

Based upon progress, inspection reports and test results obtained, the City Engineer's Office recommends that the City Commission accept the improvements.

OPTIONS:

The City Commission can approve or deny this request.

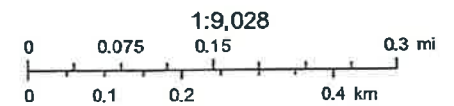
ATTACHMENT:

Map

West Glen, 1st Plat



September 7, 2017



City of LV GIS, 2017
LV GIS Dept 09/23/2016

City of Leavenworth
2017

CITY OF LEAVENWORTH

TO: CITY COMMISSIONERS
FROM: MARK PREISINGER, MAYOR
SUBJECT: CITY APPOINTMENTS
DATE: OCTOBER 9, 2018

I move to recommend the following appointment:

Grow Leavenworth County:

- Appoint Michael Prevou to an unexpired term ending May 31, 2020

**Policy Report
Additional Data Storage Project
October 9, 2018**

Prepared By:


Carol Charity

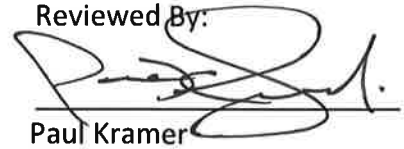
Information Systems Manager

Reviewed By:


Taylour Tedder

Assistant City Manager

Reviewed By:


Paul Kramer

City Manager

BACKGROUND:

During the 2019 budget process, the ability to purchase additional storage space for backing up data was built into the Operating budget. Although we purchased some additional storage earlier in the year, with a recent increase in data consumption specifically related to body-worn camera footage, this potentially, will not be enough to last until January 2019.

The system is currently 88% full. At 90% full, the system starts to slow down significantly. In talks with staff, our vendor, ISG Technology, and the manufacturer of the storage arrays, they have agreed to allow us to put the additional storage in place in November with the terms of payment being that the City will make payment on January, 4th, 2019. This upgrade will nearly double the storage capacity we currently have, allowing for greater flexibility in years to come.

STAFF RECOMMENDATION:

Approve the purchase of additional data storage from ISG Technology, LLC for \$121,203 with payment to be made on January 4th, 2019.

ATTACHMENT:

Purchase Agreement



Nimble ES2-H84T - 84TB Raw

#KC-SD-142970 Ver1

Thursday, September 20, 2018

ISG Technology, LLC

12980 Metcalf Ave #550
 Overland Park, KS 66213-2707
 www.isgtech.com

Scott Dalton

Phone: 913-826-6028
 Fax: 9135411595
 sdalton@isgtech.com

Customer Information

Carol Charity
 City of Leavenworth
 100 North 5th Street
 Leavenworth, KS 66048
 ccharity@firstcity.org
 Phone: (913) 621-1504

Shipping Information

Carol Charity
 City of Leavenworth
 100 North 5th Street
 Leavenworth, KS 66048
 ccharity@firstcity.org
 Phone: (913) 621-1504

Mfr. Part	Description	Price	Qty.	Extended
Quote Notes				
NASPO	Pricing adheres to NASPO contract Server Storage - Master agreement #MNNVP-134 / State PA #40399AB	\$0.00	1	\$0.00
Order and Finance	Order must be placed by 10/24/2018 to honor pricing. Payment terms are 10 weeks, balance due 1/4/2019.	\$0.00	1	\$0.00
Quote Notes Subtotal:				\$0.00
Product				
UPGD-FLC-2880GB-3	Nimble Storage 960 GB Internal Solid State Drive - 3 Pack Mfr: Hewlett Packard Enterprise	\$12,160.00	1	\$12,160.00
SLA-NBD-UPG	NBD PARTS DEL SERV/SOFTWARE SUPPORT FOR CONTROLLER UPGRADE -	\$1,091.00	1	\$1,091.00
ES2-H84T	Nimble Storage Drive Enclosure - 4U Rack-mountable - 84 TB Installed HDD Capacity - 3 x SSD Installed - 2.40 TB Installed SSD capacity Mfr: Hewlett Packard Enterprise	\$40,533.00	1	\$40,533.00
SLA-NBD-ES2	NBD PARTS DEL SW SUP & INFOSIGHT-ES2 - SN AF-160672 Support 3-29-18 thru 3-29-20	\$4,833.00	1	\$4,833.00
UPGD-FLC-2880GB-3	Nimble Storage 960 GB Internal Solid State Drive - 3 Pack Mfr: Hewlett Packard Enterprise	\$12,160.00	1	\$12,160.00
SLA-NBD-UPG	NBD PARTS DEL SERV/SOFTWARE SUPPORT FOR CONTROLLER UPGRADE - SN AF-160533 Support 3-29-18 thru 6-10-20	\$1,178.00	1	\$1,178.00
ES2-H84T	Nimble Storage Drive Enclosure - 4U Rack-mountable - 84 TB Installed HDD Capacity - 3 x SSD Installed - 2.40 TB Installed SSD capacity Mfr: Hewlett Packard Enterprise	\$40,533.00	1	\$40,533.00
SLA-NBD-ES2	NBD PARTS DEL SW SUP & INFOSIGHT-ES2 - SN AF-160533 Support 3-29-18 thru 6-10-20	\$5,220.00	1	\$5,220.00
Product Subtotal:				\$117,708.00
ISG Professional Services				
ISG Pro Services	ISG Professional Services Mfr: ISG	\$3,495.00	1	\$3,495.00



Nimble ES2-H84T - 84TB Raw

#KC-SD-142970 Ver1

Thursday, September 20, 2018

ISG Technology, LLC

12980 Metcalf Ave #550
Overland Park, KS 66213-2707
www.isgtech.com

Scott Dalton

Phone: 913-826-6028
Fax: 9135411595
sdalton@isgtech.com

Mfr. Part	Description	Price	Qty.	Extended
ISG Professional Services Subtotal:				\$3,495.00

Configuration Totals	
Quote Total:	\$121,203.00

Terms & Conditions

Amounts quoted do not include any taxes. Applicable taxes will be included on the invoice unless a valid exemption certificate is on file. Shipping, handling, and other fees may also apply. We reserve the right to cancel orders arising from pricing or other errors. Product invoiced upon shipment. Services invoiced as performed.

**Policy Report No. FIN-18-04
Copier Proposals & Lease**

October 9, 2018

Prepared By:



Ruby Maline
Finance Director

Reviewed By:



Paul Kramer
City Manager

Issue:

The issue before the City Commission is to consider a five (5) year lease & maintenance agreement for copiers in all City locations.

Background:

The lease for the current copiers is due to expire December 1, 2018. City staff contacted departments to ensure that their needs haven't changed. Based on input from the departments, the only changes requested were for two additional color copiers.

Finance and IT staff reviewed cooperative purchasing agreements to see if these services are covered. They identified several cooperative purchasing options including the State contract. These providers met with staff to discuss specific needs and then they provided quotes based on those needs.

We received quotes from four (4) companies as follows:

Network Computing Solutions- \$1,593.32
Canon Solutions- \$2,841.00
Century- \$1,787.52
Image Quest- \$3,185.58

Canon and Image Quest included the anticipated cost for black & white copies and/or color copies in their quote. However, with some companies these are additional charges.

After extensive research, staff reached the conclusion that the city uses about 60,000 black and white copies, and about 15,000 color copies per month and used these amounts to adjust the monthly costs of the two companies (Network Computing Solutions and Century) who did not include them as part of their quote.

The results are below:

Network Computing Solutions- (B/W- \$0.006 Color - \$0.03) anticipated copy costs combined with the monthly lease equals \$2,313.32 per month.

Canon Solutions- The above price includes 80,000 b/w and 12,000 Color copies- for a monthly cost of \$2,841.00.

Century- (B/W-\$0.0067 and Color-\$0.78) anticipated copy costs combined with the monthly lease equals \$2,851.92.

Image Quest- The above price includes 70,000 B/W and 13,000 Color copes- \$3,185.58.

Budget Impact:


The annual lease, maintenance agreement, and anticipated copy charges total \$27,756, which is included in the 2019 operations budget.

Recommendation:

Staff recommends approving the 5 year lease and maintenance agreement with Network Computing Solutions for twelve (12) copiers, as presented. Action: Motion

Cost Analysis

Proposed Solution

Detailed Information		Volume	Cost
 <ul style="list-style-type: none"> • Monthly B&W allowance • Overage billed @ • Monthly Color allowance • Overage billed @ 		<ul style="list-style-type: none"> ▪ 70,000 ▪ \$.0055 ▪ 13,000 ▪ \$.0400 	<ul style="list-style-type: none"> ▪ Included
<ul style="list-style-type: none"> • 12 Xerox A3 Machines (4 Color machines) 			
<p>48 Month Total Care Rental:</p> <p><u>Program Includes:</u></p> <ul style="list-style-type: none"> • Automatic toner replenishment of all network units • Automatic meter reading of all network units • Managed Print Services Program includes HOT SWAP of desktop devices that iQ can not repair if printer is still within useful life. • Service, supplies, parts and labor on Xerox and desktop HP Laserjet products 			<p>\$3,185.58</p>

Clarifications:
 ✓ iQ will ship the old devices back to the leasing company.





60-month Rental

Class 50 Page per minute Black and White Base Configuration \$110.00

Class 40 Page per minute Black and White Base Configuration \$ 95.00

Base Configuration Includes

- 50 Page per minute MFP*
- Print and Scan Standard*
- Data overwrite Security*
- HDD Encryption*
- Emulated Post Script*
- Document Feeder 220 Sheet Single Pass*
- Stapling Finisher Choice of Internal or External*
- Paper Feed Unit 4 x 550 Sheet trays*
- Stacking Bypass*

Additional Options

- Additional Large Capacity Tray* \$19.06
- Hole Punch* \$ 7.13
- Fax Kit* \$12.79
- True Adobe Post Script* \$ 6.83
- Power Filter Protection* \$ 3.11
- Card Reader Type to be Determined* \$10.79
- Card Reader Bracket* \$ 1.75

Full Service and Supplies are .0067 Per Image

LOCATION _____

Black and White Images Per Month to Include _____



60-month Rental

Class 60 Page per Minute Color Base Configuration \$188.00

Class 45 Page Per Minute Color Base Configuration \$145.00

Base Configuration Includes

- 60 or 45 Page per minute Color MFP*
- Print and Scan Standard*
- Data overwrite Security*
- HDD Encryption*
- Emulated Post Script*
- Document Feeder 220 Sheet Single Pass*
- Stapling Finisher Choice of Internal or External*
- Paper Feed Unit 4 x 550 Sheet trays*
- Stacking Bypass*

Additional Options

<i>Additional Large Capacity Tray</i>	\$19.06
<i>Hole Punch</i>	\$ 7.13
<i>Fax Kit</i>	\$12.79
<i>True Adobe Post Script</i>	\$ 5.84
<i>Power Filter Protection</i>	\$ 3.11
<i>Card Reader Type to be Determined</i>	\$10.79
<i>Card Reader Bracket</i>	\$1.75

Full Service and Supplies Black and White are .0078 per image and All Color Images are at .0497 each

LOCATION _____

Black and White Images Per Month to Include _____

Color Images Per Month to Include _____



60-month Rental

Class 30 Page per minute Black and White Base Configuration \$69.00

Base Configuration Includes

- 30 Page per minute MFP
- Print and Scan Standard
- Data overwrite Security
- HDD Encryption
- Emulated Post Script
- Automatic Reversing Document Feeder
- Stapling Finisher Choice of Internal or External
- Paper Feed Unit 2 x 550 Sheet trays
- Stacking Bypass

Additional Options

Paper Feed Unit an Additional 2 x 550 Paper Feed Trays	\$11.76
Hole Punch	\$ 7.81
Fax Kit	\$12.79
True Adobe Post Script	\$ 6.83
Power Filter Protection	\$ 3.11
Card Reader Type to be Determined	\$10.79
Card Reader Bracket	\$ 1.75

Full Service and Supplies are .0086 Per Image

LOCATION _____

Black and White Images Per Month to Include _____

PROPOSED REPLACEMENT

OPTION#3

IRC7570

IRC7560

IRADVC5540 REPLACE 6575

IR6565

IR6565

IR6565

IR6565

IR6555

IR6555

IR4535

IRADV6555

IRADVC5540 NEW

MONTHLY LEASE: \$ 2,841.00

POOL PRICING FOR 80,000 B/W 12,000 COLO

EXCESS B/W@.005, EXCESS COLOR@.04

TOTAL MONTHLY SPEND: \$ 2,841.00

INCLUDED



QUOTE

Number NCSQ8279
Date 8/15/2018
Exp. Date 9/14/2018

Technology working for you!

108 SE 29th Street, Topeka, KS 66605
t. (785) 267-7977 f. (785) 266-2200

Sold To **Your Sales Rep**

City of Leavenworth
Carol Charity
100 N 5th St
Leavenworth, KS 66048
United States
(913) 684-0369

Qty	Description	Unit Price	Ext. Price
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Option (2)

City Hall

- 1 Kyocera CS 7052ci Color
- 1 'Dual 1,500 Sheet Paper Trays
- 1 500 Sheet Side Multi-Media Tray
- 1 4,000 Sheet Finisher
- 1 Fax Board

City Hall Second floor

- 1 Kyocera CS 6052ci
- 1 270 Sheet Dual Scan Document Processor
- 1 Dual 1,500 Sheet Paper Trays
- 1 4,000 Sheet Finisher
- 1 Fax Board
- 1 Attachment kit for DF-7120 / DF-7110

Parks and Rec

- 1 Kyocera CS 6052ci
- 1 270 Sheet Dual Scan Document Processor
- 1 Dual 1,500 Sheet Paper Trays
- 1 4,000 Sheet Finisher
- 1 Booklet and Tri Folding Unit for DF-7110
- 1 Attachment kit for DF-7120 / DF-7110

Public Housing

- 1 Kyocera CS 5002i
- 1 270 Sheet Dual Scan Document Processor
- 1 Dual 1,500 Sheet Paper Trays
- 1 4,000 Sheet Finisher
- 1 Attachment kit for DF-7120 / DF-7110
- 1 Fax Board

Qty	Description	Unit Price	Ext. Price
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Fire Dept

- 1 Kyocera CS 6052ci
- 1 270 Sheet Dual Scan Document Processor
- 1 Dual 1,500 Sheet Paper Trays
- 1 4,000 Sheet Finisher
- 1 Fax Board
- 1 Attachment kit for DF-7120 / DF-7110

Police Dept

- 1 Kyocera CS 5002i
- 1 270 Sheet Dual Scan Document Processor
- 1 Dual 1,500 Sheet Paper Trays
- 1 4,000 Sheet Finisher
- 1 Attachment kit for DF-7120 / DF-7110
- 1 Fax Board

- 1 Kyocera CS 5002i
- 1 270 Sheet Dual Scan Document Processor
- 1 Dual 1,500 Sheet Paper Trays
- 1 4,000 Sheet Finisher
- 1 Attachment kit for DF-7120 / DF-7110

- 1 Kyocera CS 5002i
- 1 270 Sheet Dual Scan Document Processor
- 1 Dual 1,500 Sheet Paper Trays
- 1 4,000 Sheet Finisher
- 1 Attachment kit for DF-7120 / DF-7110

- 1 Kyocera CS 5002i
- 1 4,000 Sheet Finisher
- 1 Fax Board
- 1 Dual 1,500 Sheet Paper Trays
- 1 3,000 Sheet Side Large Capacity Tray - Letter
- 1 Attachment kit for DF-7120 / DF-7110

- 1 Kyocera CS 5002i
- 1 270 Sheet Dual Scan Document Processor
- 1 Dual 1,500 Sheet Paper Trays
- 1 4,000 Sheet Finisher
- 1 Attachment kit for DF-7120 / DF-7110
- 1 Fax Board

Qty	Description	Unit Price	Ext. Price
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Maintenance Division

- 1 Kyocera CS3212i
- 1 270 Sheet Dual Scan Document Processor
- 1 500 Sheets x 2 Paper Feeder
- 1 1,000 Sheets Finisher (Requires AK-740 for installation)
- 1 Attachment Kit for DF-7120/791

Wastewater Treatment Plant

- 1 Kyocera CS3212i
- 1 270 Sheet Dual Scan Document Processor
- 1 500 Sheets x 2 Paper Feeder
- 1 1,000 Sheets Finisher (Requires AK-740 for installation)
- 1 Attachment Kit for DF-7120/791
- 1 Fax Board

Lease Terms

60 month lease with payments of \$1,593.32 per month and upgrade options

Service Contract

Service will be billed on a cost per copy and will include all parts, labor, and supplies (toner, developer, drums, fusers, transfer belts and staples) at a rate of .03 per copy on color and .006 per copy on black and white. Service billing can be customized to best fit City of Leavenworth payment requirements.

Print Name: _____

Signature: _____

Date: _____

Please fill out & return.

AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609



AGREEMENT NO.: 1391308

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Leavenworth, City of

ADDRESS: 100 N 5th St Leavenworth, KS 66048-1912

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Network Computing Solutions Topeka, KS

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

3 Copystar CS 6052ci Copier

6 Copystar CS 5002i Copier

2 Copystar CS 3212i Copier

1 Copystar CS 7052ci Copier

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT*: \$1,593.32 (*PLUS TAX)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

<u>(As Stated Above)</u>	X	SIGN HERE	
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH IN THE AGREEMENT IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

X		
SIGNATURE:	NAME & TITLE:	DATE:

OWNER ("WE", "US", "OUR")

<u>GreatAmerica Financial Services Corporation</u>			
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

Amendment

This Amendment amends that certain agreement by and between GreatAmerica Financial Services Corporation ("Owner") and City of Leavenworth ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1391308 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sentence in the section entitled "**CONTRACT**" which reads, "**THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE,**" is hereby deleted and replaced with the following:

"SUBJECT TO THE PROVISIONS APPLICABLE TO GOVERNMENTAL ENTITIES, THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE."

2. The sentences in the section entitled "**CONTRACT**" which read, "**THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA,**" are hereby deleted and replaced with the following:

"THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF KANSAS. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LEAVENWORTH COUNTY, KANSAS."

3. The sentence in the section entitled "**NET AGREEMENT**" which reads, "**THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM,**" is hereby deleted in its entirety and replaced with the following:

"SUBJECT TO THE PROVISIONS APPLICABLE TO GOVERNMENTAL ENTITIES, THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM."

4. The sentences in the section entitled "**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**" which read, "If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (C) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation," are hereby deleted and replaced with the following:

"If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us). Within thirty (30) days after termination of the Agreement, you agree to deliver to us a certificate (or opinion) certifying that (a) you are a state, or a fully-constituted political subdivision or agency of the state, or fully-constituted municipal corporation or body politic and corporate in the state in which you are located; and (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other

indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

GreatAmerica Financial Services Corporation
Owner

City of Leavenworth
Customer

By: _____
Signature

By: **X** _____
Signature

Print Name & Title

Print Name & Title

Date Accepted: _____

Date: _____



SERVICE AGREEMENT

Customer _____ City of Leavenworth _____

Address _____ 100 North 5th St _____

City | State | Zip _____ Leavenworth, Ks. 66048 _____

Telephone | Fax # _____ (913) 682-9201 _____

Contact Person & E-Mail _____ Carol L. Charity < ccharity@firstcity.org _____

<i>Contract</i>	<i>Equipment Model & Description</i>	<i>Serial Number</i>
S3	KYOCERA CS3212i	
S3	Kyocera CS5002i	
S3	Kyocera CS6052ci	
S3	Kyocera CS7052ci	

Maintenance Contract Types

S1 = Service Only (Labor) S2 = Service & Parts S3 = Service, Parts & Supplies (Developer & Toner)

Charges

Network Computing Solutions will provide Imager Service for \$0.006 per copy on B/W and .03 on color + tax.

This S3 Service Contract is a Cost per Copy Agreement, which includes all service, parts, and supplies.

All Copies will be billed **monthly** and Charged at \$0.006 per copy B/W + tax.

Beginning Meter Reading _____

All Copies will be billed **monthly** and Charged at \$0.03 per copy Color + tax.

Beginning Meter Reading _____

Network Computing Solutions will charge for parts and supplies due to damage, abuse, negligence (such as staples, paper clips or foreign objects entering machine), or use of any supply item not provided by Network Computing Solutions. Specialty items not included are paper, labels, transparencies and staples. **Networking service after install will be charged at the current service labor rate (to include installing print drivers, and network printing/scanning issues). It is the customer's responsibility to make sure Network Computing Solutions receives the meter readings required for billing.**

This contract will automatically renew if written notice is not received 30-days prior to the ending date.

Term

The term of this agreement will be from _____ to _____

Authorized Signatures

Proposed: _____ Approved: _____

Network Computing Solutions _____ Date: _____

**Policy Report No. FIN-18-05
Audit Services**

October 9, 2018

Prepared By:



Ruby Maline
Finance Director

Reviewed By:



Paul Kramer
City Manager

Issue:

The issue before the City Commission is to consider engaging audit services to audit the City's 2018 financial records and those of the Leavenworth Housing Authority, with the option of four (4) one-year renewals.

Background:

The City engages an audit firm to provide professional auditing services of the City's financial records in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards, Government Auditing Standards, Office of Management and Budget (OMB) Compliance Supplement, and the Kansas Municipal Audit and Accounting Guide. The auditing firm also provides consulting services from time to time.

The City policy is to solicit audit services every five (5) years. City staff advertised in the newspaper and sent requests for proposals to eight (8) audit firms. The City received responses from four audit firms:

BKD: Declined to submit a proposal at this time, but wants to remain on the mailing list.
Berberich, Trahan & Co. P.A. submitted a proposal
Dana F. Cole & Co. LLP, submitted a proposal
Mize Houser & Co P.A. submitted a proposal

The City Manager, Assistant City Manager, and Finance Director reviewed each proposal and evaluated each one based on the following attributes:

Technical Qualifications
Expertise & Experience
Audit Approach
Price

The considerations for technical qualifications included Government Auditing, Peer Reviews, Quality Control measures, Employee Benefit Plan Audit Quality Control measures, Government Audit Quality Control measures, Licensing, and Independence.

Experience and expertise considerations included CAFR experience, single audit, city auditing, housing audits, utility audits, employee benefits audits, years of experience of the proposed audit team, experience auditing Kansas cities, and professional membership affiliations.

Audit approach considerations included techniques used to determine the scope of the audit, detailed fee schedule and number of hours, reports to be issued, expected completion dates, and expected level of assistance from city staff.

The proposed contract is for auditing services for the year ended December 31, 2018, with the option of four (4) one-year renewals.

Budget Impact:

The Finance Dept. 2019 operating budget includes the cost of audit services.

Recommendation:

Based on the results of the review, staff recommends awarding the contract for audit services for the 2018 Comprehensive Annual Financial Report (CAFR) to Mize Houser & Co., P.A. with the option of four (4) one year renewals. Action: Motion



MIZE HOUSER
COMPANY^{PA}

October 4, 2018

Mayor and City Commission
City of Leavenworth, Kansas
100 North 5th Street
Leavenworth, KS 66048

We are pleased to confirm our understanding of the services we are to provide the City of Leavenworth, Kansas, (the City) for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2018.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: management's discussion and analysis, OPEB information and the Pension Liability.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: schedule of expenditures of federal awards, combining statements and individual fund statements.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that information: introductory and statistical sections.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements taken as a whole.

The objectives also include reporting on:

1. Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
2. Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance; and the Kansas Municipal Audit and Accounting Guide and will include tests of the accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of the Single Audit. Our reports will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will fully discuss the reasons with you in advance. If for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and

application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include, identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance, (3) that the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the written management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. To mitigate these risks, we offer a method for you to send sensitive information to us securely and also one for us to securely send sensitive information to you. We strongly encourage the use of these secure methods, particularly for the transmission of Personally Identifiable Information (PII).

Audit Administration, Fees and Other

When delivered to the City, the audit reports and financial statements produced in connection with this engagement letter are public records and may be used (a) to fulfill the requirements of continuing disclosure under SEC Rule 15c2-12, (b) as inserts or incorporated by reference in offering documents issued by the City, and (c) for any lawful purpose of the City, all without subsequent consent from us. Any official statements in connection with debt issuances which include the above mentioned audit reports and financial statements shall contain the following: "Our independent auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The independent auditor also has not performed any procedures relating to this official statement."

At the conclusion of this engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior auditing findings, auditor's reports and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The audit documentation for this engagement is our property and constitute confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the firm's personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. During the term of this engagement, we agree to comply with the provisions of K.S.A. 44-1030.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency for audit, or pass through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

You agree that the term "those charged with governance", as used in Statement on Auditing Standards No. 114 for defining our communication responsibilities under that standard, consists of the mayor, city commission, and the city manager.

Mize Houser & Company P.A. and the City agree that any dispute arising hereunder (other than our efforts to collect unpaid fees and expenses) will, prior to resorting to litigation, be submitted to mediation by the parties. The parties will engage in the mediation process in good faith and such process shall be commenced by the written request by either party to the other to mediate any such dispute or alleged breach of this Agreement. Any mediation initiated as a result shall be administered within the state and county of the Mize Houser & Company P.A. office servicing the City by a mutually agreed-upon mediator in accordance with generally accepted mediation rules. Such mediation shall be binding on both parties only after execution of a written agreement setting forth the terms and conditions agreed to pursuant to such mediation. Any and all costs of mediation shall be divided equally between the parties hereto.


Audrey M. Odermann, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We agree that our gross fee, including all expenses, shall not exceed \$33,260 without a single audit and the additional fee for the Single Audit will not exceed \$3,240, except as noted in the previous paragraph. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including delays resulting from the untimely delivery of and incomplete preparation of schedules and questionnaires we have requested from your staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report. Our 2015 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Leavenworth, Kansas and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MIZE HOUSER & COMPANY P.A.
Certified Public Accountants

By 

Audrey M. Odermann, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Leavenworth, Kansas.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

**POLICY REPORT PWD 18-39
CONSIDER AWARD OF BID TO LINAWEAVER
FOR THE 16TH TERRACE & THORNTON PHASE 1 DETENTION PROJECT**

City Project 2015-828

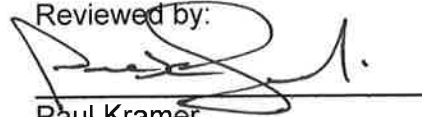
October 9, 2018

Prepared by:



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

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider award of the bid received for the 16th Terrace & Thornton Phase 1 Detention Project.

BACKGROUND:

The neighborhoods north of Vilas Street west of 15th Street were built in mid-1980s. For many years, property owners at the north end of 16th Terrace have experienced stormwater filling the street and flooding houses in heavy rains. In 2017, Water Resources Solutions (WRS) completed a study of the drainage areas flowing into this area. The study focused on stormwater flows under existing and future conditions and the capacity/condition of the existing stormwater drainage system. Findings of the study resulted in several recommendations for the enclosed stormwater system (piping) to the south, the open channel system (backyard stream), and detention.

The City Commission approved a design contract with WRS in December 2017 for design of a detention basin primarily on City property at the north end of 16th Terrace. The plans also have a drainage swale on private property that would direct sheet flow into the detention basin from just west of 16th Street identified as "Alternate 1". This "alternate" was an effort to ensure that sufficient funds were available for the basin portion of the project due to concerns of overall project cost.

The plans were advertised locally and regionally through drexeltech.com. The bids received are shown below. The lowest bidder on the base bid was Linaweaver Construction. Sufficient funds are available for award of the project for the combined amount.

Based on the favorable bids for this project, staff recommends awarding the project including only the base bid with the intention of packaging Alternate 1 with additional downstream construction work in a larger "Phase II" of this project, which would be done in 2019.

BIDDER	BASE BID (Award of Contract)	ALTERNATE BID #1 (For Information Only)	TOTAL BID (For Information Only)
Linaweaver Construction	\$135,501.00	\$20,111.00	\$155,612.00
Lexeco	\$136,660.20	\$11,666.20	\$148,326.40
King's Construction	\$264,200.75	\$38,732.50	\$302,933.25
ENGINEER'S ESTIMATE	\$313,448.27		

RECOMMENDATION:

Staff recommends the City Commission approve the base bid to Linaweaver Construction in the amount of \$\$135,501.00

POLICY:

The City Commission generally awards contracts to the lowest qualified bidder.

ATTACHMENTS:

Project Map
Bid Tabulation



CITY OF LEAVENWORTH
 Project No. 2015-828
 16th Terrace & Thornton Phase I Detention Storage
 October 3, 2018

BASE BID											
Item	Description	Unit	Quantity	Engineer's Estimate		Linaweaver Construction		Lexeco		King's Construction	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Clearing Grubbing & Demo	LS	1	\$45,000.00	\$45,000.00	\$3,000.00	\$3,000.00	\$7,340.00	\$7,340.00	\$25,000.00	\$25,000.00
2	Erosion & Sediment Control	LS	1	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$2,775.00	\$2,775.00	\$8,500.00	\$8,500.00
3	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$4,000.00	\$4,000.00	\$11,730.00	\$11,730.00	\$35,000.00	\$35,000.00
4	Traffic Control	LS	1	\$5,040.00	\$5,040.00	\$300.00	\$300.00	\$250.00	\$250.00	\$7,500.00	\$7,500.00
5	Excavating, Filling and Grading - Excavation	CY	5,801	\$15.00	\$87,015.00	\$10.00	\$58,010.00	\$7.90	\$45,827.90	\$16.00	\$92,816.00
6	Excavating, Filling and Grading - Fill	CY	536	\$7.00	\$3,752.00	\$3.00	\$1,608.00	\$2.50	\$1,340.00	\$5.00	\$2,680.00
7	6x8' Concrete Outfall Structure	EA	1	\$8,000.00	\$8,000.00	\$7,200.00	\$7,200.00	\$7,930.00	\$7,930.00	\$18,800.00	\$18,800.00
8	16" RCP	LF	12	\$200.00	\$2,400.00	\$85.00	\$1,020.00	\$67.00	\$804.00	\$110.00	\$1,320.00
9	48" N-12 Dual Wall HDPE Pipe	LF	10	\$260.00	\$2,600.00	\$250.00	\$2,500.00	\$180.00	\$1,800.00	\$80.00	\$800.00
10	22.5 degree HDPE Pipe Fitting	EA	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,445.00	\$1,445.00	\$1,500.00	\$1,500.00
11	Concrete Collar	LS	1	\$2,100.00	\$2,100.00	\$1,000.00	\$1,000.00	\$295.00	\$295.00	\$2,500.00	\$2,500.00
12	4" HDPE Perforated Flexible Pipe w/Filter Sock	LF	150	\$15.00	\$2,250.00	\$15.00	\$2,250.00	\$14.00	\$2,100.00	\$14.00	\$2,100.00
13	4" HDPE Pipe (at Tee Fittings)	LF	11	\$15.00	\$165.00	\$15.00	\$165.00	\$14.00	\$154.00	\$22.00	\$242.00
14	4" HDPE Tee Fitting w/Cap	EA	3	\$9.00	\$27.00	\$50.00	\$150.00	\$52.00	\$156.00	\$250.00	\$750.00
15	Drainage Aggregate for Underdrain	TON	6	\$18.80	\$112.80	\$40.00	\$240.00	\$24.00	\$144.00	\$45.00	\$270.00
16	Filter Fabric for Underdrain	SY	67	\$0.60	\$40.20	\$5.00	\$335.00	\$7.00	\$469.00	\$7.00	\$469.00
17	Concrete Headwall and Wing Walls	SF	245	\$60.00	\$14,700.00	\$100.00	\$24,500.00	\$110.00	\$26,950.00	\$110.00	\$26,950.00
18	Tree Removal - Less Than 12" Diameter	EA	14	\$880.00	\$12,320.00	\$150.00	\$2,100.00	\$215.00	\$3,010.00	\$250.00	\$3,500.00
19	Tree Removal - 12" to 24" Diameter	EA	18	\$1,500.00	\$27,000.00	\$250.00	\$4,500.00	\$220.00	\$3,960.00	\$400.00	\$7,200.00
20	Tree Removal - Greater Than 24" Diameter	EA	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$860.00	\$860.00	\$650.00	\$650.00
21	New Area Inlet Top w/Grates	EA	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,920.00	\$1,920.00	\$4,500.00	\$4,500.00
22	Existing Structures Relocation	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,450.00	\$1,450.00	\$3,500.00	\$3,500.00
23	Concrete Sidewalk	LF	30	\$50.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	Turf Reinforcement Matt	SY	922	\$2.00	\$1,844.00	\$5.00	\$4,610.00	\$6.50	\$5,993.00	\$7.00	\$6,454.00
25	Site Restoration - Lawn Sodding	SY	328	\$6.00	\$1,968.00	\$5.00	\$1,640.00	\$14.90	\$4,887.20	\$15.00	\$4,920.00
26	Site Restoration - Native Vegetation Seeding	SY	2,791	\$9.00	\$25,119.00	\$3.00	\$8,373.00	\$1.10	\$3,070.10	\$2.25	\$6,279.75
TOTAL: BASE BID					\$284,953.00		\$135,501.00		\$136,660.20		\$264,200.75

10% Contingency: \$28,495.30
 Total: \$313,448.30

No. 23 left out of the Bid Proposal.

NOTE: THE AWARD OF THE BID WILL BE DETERMINED ON THE BASE BID TOTAL ONLY

ALTERNATE BID #1											
Item	Description	Unit	Quantity	Engineer's Estimate		Linaweaver Construction		Lexeco		King's Construction	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Clearing Grubbing & Demo	LS	1	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$3,010.00	\$3,010.00	\$8,500.00	\$8,500.00
2	Erosion & Sediment Control	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00	\$3,750.00	\$3,750.00
3	Mobilization	LS	1	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,250.00	\$2,250.00	\$9,500.00	\$9,500.00
4	Traffic Control	LS	1	\$240.00	\$240.00	\$100.00	\$100.00	\$250.00	\$250.00	\$2,000.00	\$2,000.00
5	Excavating, Filling and Grading - Excavation	CY	54	\$10.00	\$540.00	\$40.00	\$2,160.00	\$13.50	\$729.00	\$60.00	\$3,240.00
6	Excavating, Filling and Grading - Fill	CY	297	\$7.00	\$2,079.00	\$10.00	\$2,970.00	\$7.50	\$2,227.50	\$25.00	\$7,425.00
7	Site Restoration - Native Vegetation Seeding	SY	1,727	\$4.00	\$6,908.00	\$3.00	\$5,181.00	\$1.10	\$1,899.70	\$2.50	\$4,317.50
TOTAL: ALTERNATE BID #1					\$27,267.00		\$20,111.00		\$11,666.20		\$38,732.50

10% Contingency: \$2,726.70
 Total: \$29,993.70

TOTAL: BASE BID + ALTERNATE BID #1					\$343,442.00		\$155,612.00		\$148,326.40		\$302,933.25
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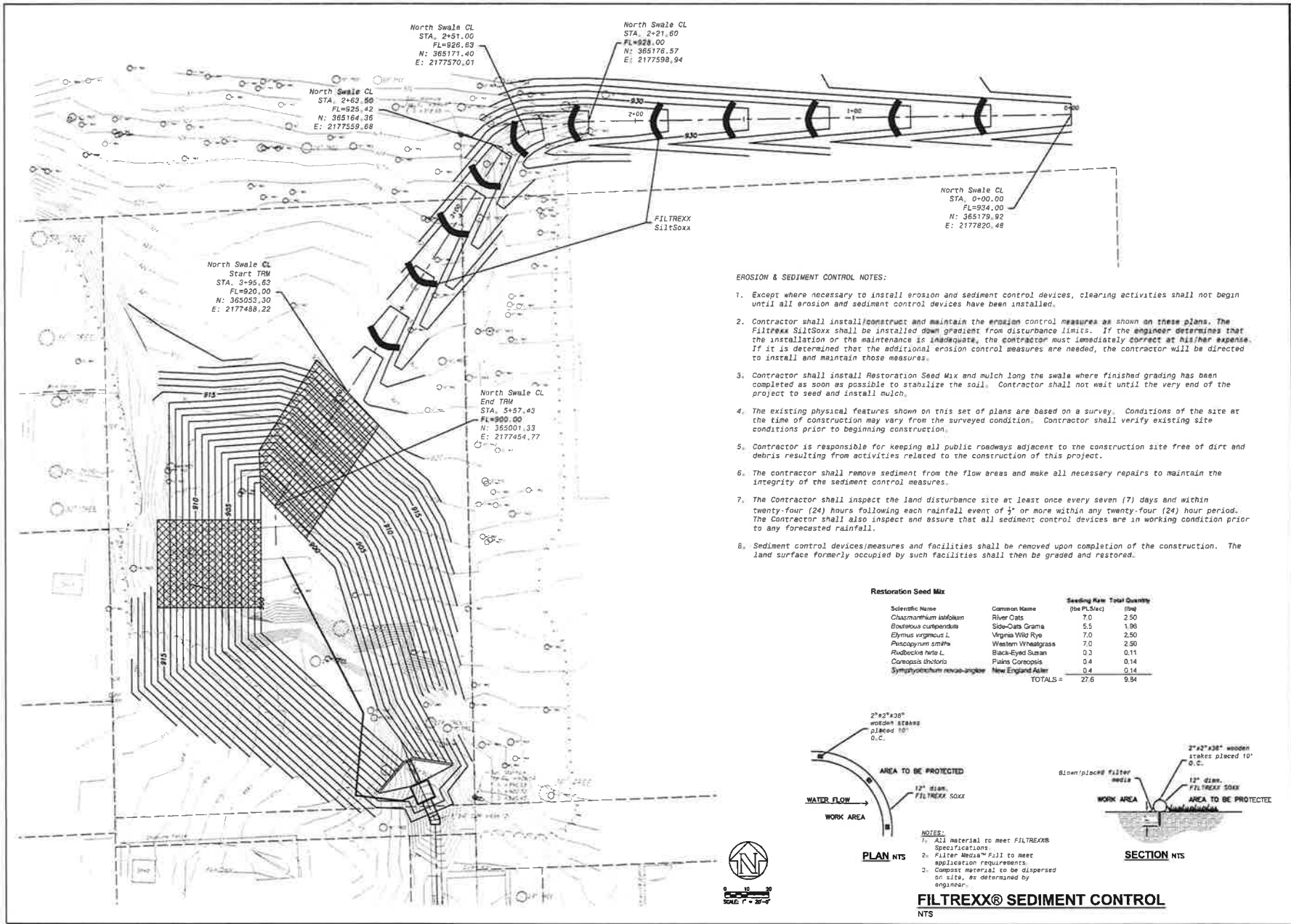


Bid Opening Date:
10/3/2018

CITY OF LEAVENWORTH
16th Terrace & Thornton Phase I Detention Storage
Project No: 2015-828

BIDDER	AFFIRMATIVE ACTION	NON-COLLUSION AFFIDAVIT	BID BOND	BASE BID (Award of Contract)	ALTERNATE BID #1 (For Information Only)	TOTAL BID (For Information Only)
Linaweaver Construction	Yes	Yes	Yes	\$135,501.00	\$20,111.00	\$155,612.00
Lexeco	Yes	Yes	Yes	\$136,660.20	\$11,666.20	\$148,326.40
King's Construction	Yes	Yes	Yes	\$264,200.75	\$38,732.50	\$302,933.25
ENGINEER'S ESTIMATE				\$313,448.27		

Note: No Addendums Issued.





Water Resources Solutions, LLC
1800 Lake Park Drive
Pruittville, Kansas 66207
913-302-1000

**NORTH SWALE PLANVIEW
16TH TERRACE AND THORNTON PHASE I DETENTION STORAGE
LEAVENWORTH, KANSAS**

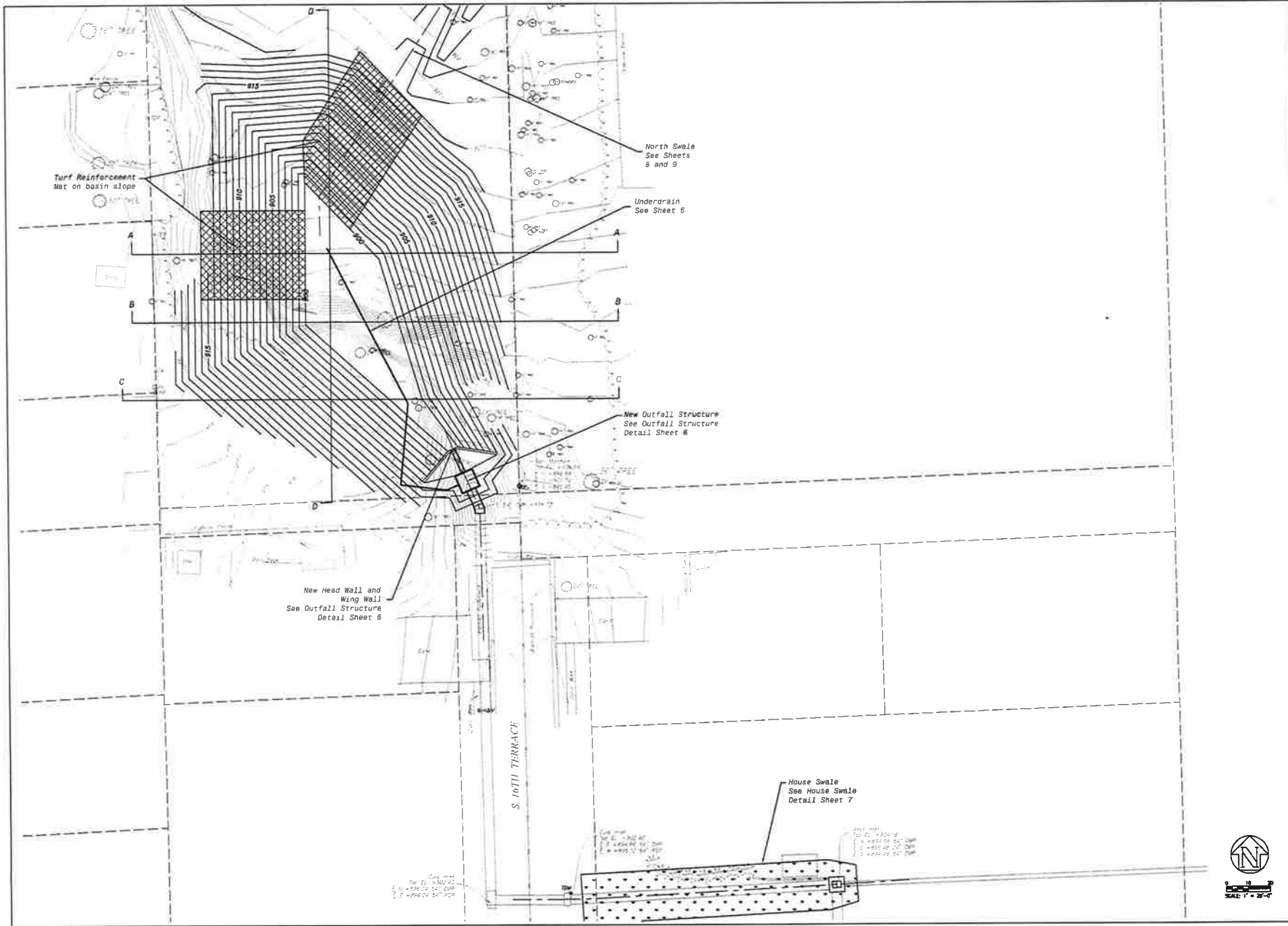
REVISIONS:



PROJECT NO.
2015-B28

DATE:
9-10-18

SHEET:
8 OF 10



Water Resources Solutions, LLC
 8800 Linden Drive
 Prairie Village, Kansas 66207
 913-302-1000

PLANVIEW
 16TH TERRACE AND THORNTON PHASE 1 DETENTION STORAGE
 LEAVENWORTH, KANSAS

REVISIONS:
 A



PROJECT NO.
 2015-828
 DATE:
 9-10-18
 SHEET:



POLICY REPORT PWD NO. 18-41

CONSIDER CHANGE ORDER NO. 1 FOR THE
DESIGN SERVICES CONTRACT WITH WILSON & COMPANY
FOR THE 14th STREET & PAWNEE CULVERT REPLACEMENT PROJECT

Project No. 2015-830


October 9, 2018

Prepared by:



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

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider Change Order No. 1 to the design contract with Wilson & Co. for the 14th St. & Pawnee Culvert Replacement Project in the amount of \$7,500.00.

BACKGROUND:

Residents south of Metropolitan Avenue at approximately 15th Street have had concerns over flooding for several years. In May 2017, the City Commission awarded the contract for a hydrologic study of the drainage basin from Kiowa Street north to the area north of Metropolitan to include the property owned by the Bureau of Prisons. This was in an effort to address both the flooding situation and the failing culverts at Pawnee Street and Kiowa Street. It became apparent during the study that any modifications to the drainage system would not be allowed to occur on Bureau of Prison property.

In November 2017, the City Commission approved the design contract with Wilson & Co. for a reduced scale project addressing only the replacement culvert on Pawnee Street west of 14th Street. While the design also reviewed flooding concerns, the focus of the project was on the culvert. Through discussions during the design process, it was identified that improvements upstream from the replacement culvert within the proposed project would favorably impact flood issues.

These additional improvements include:

- Limited bank stabilization
- Design of erosion control measures
- Stream tree, brush and debris removal
- Application requirements and submittals for all necessary KDHE, KDA, DWR permits

POLICY:

The City Commission generally approves change orders if funds are available and the extra work is warranted.

RECOMMENDATION:

Staff recommends the City Commission approve Change Order No. 1 to the design contract with Wilson & Company for the 14th & Pawnee Culvert Replacement Project in an amount not to exceed \$7,500.00 for a total contract amount not to exceed \$41,400.00.

ATTACHMENTS:

Wilson & Co. Additional Funding Request

**CITY OF LEAVENWORTH
CHANGES IN PLANS AND CONSTRUCTION
CHANGE ORDER NO. 1**

Project Name: 14th & Pawnee Culvert Replacement
 Project Location: 14th St. & Pawnee St.
 Purchase Number: 20170181-00
 Contract Date: November 14, 2017
 Date Prepared: October 4, 2018

The following changes to the original contract amount were required to cover cost incurred by the Contractor or to reflect savings realized by the Contractor as a result of a change in the actual constructed quantities from the estimated quantities shown on the Bid Proposal.

Start Date: November 14, 2017
 Performance Period: _____
 Net Adjustments: _____
 Completion Date: _____
 Page Number: 1

REQUIRED CHANGES IN PRESENT CONTRACT

Contract or Previous Quantity	Contract or Previous Unit Price	Contract or Previous Amount	Unit	Item Description	New or Adjusted Quantity	New or Adjusted Unit Price	New or Adjusted Amount
	\$	\$		Change Order Request # 1		\$	\$7,500.00
	\$	\$				\$	\$
	\$	\$				\$	\$
	\$	\$				\$	\$
	\$	\$				\$	\$

Previous Total: _____

Adjusted Total: \$ _____

Net Change: \$ 7,500.00

Statement of Contract

Original Contract Amount	\$33,900.00
Net Amount of Previous Additions and Deductions	\$ 0
Net Contract Amount Prior to This Request	\$33,900.00
Amount of This Request	\$ 7,500.00
New Contract Amount	\$41,400.00
Percent Change in Contract Amount	22 %

CONTRACTOR:

Company: Wilson & Co.

City, State: Kansas City, MO

Signed by: _____

Date: 10/4/2018

PROJECT OBSERVER:

Company: CITY OF LEAVENWORTH

Recommended by: Mike Hooper

Date: October 1, 2018

ACCEPTED BY CITY OF LEAVENWORTH, KANSAS:

Mayor: _____

City Clerk: _____

Date: _____

EXHIBIT B: FEE ESTIMATE

PAWNEE STREET CREEK STABILIZATION

July 20, 2018

		Wilson & Company				
Task No.	Task Item	Project Manager	Project Eng.	CADD Tech	Survey Chief	Surveyor
Preliminary Plan Development						
1.1	Site Visit	2	4			
1.2	Plan Preparation	4	16	2		
1.3	Erosion Control Preparation	4	16	2		
1.4	Plan Review	2	4	1		
1.5	Permit Preparation	4	12			
	Total Hours	16	52	5	0	0

	Rate	Hours	Cost
Project Manager (P4)	\$ 120.00	16	\$ 1,920
Project Designer (P2)	\$ 97.00	52	\$ 5,044
CADD Technician (OD4)	\$ 74.00	5	\$ 370
Direct Labor Subtotal			\$ 7,334

Reimbursable Expenses		Rate	Hours	Cost
	Vehicle	\$ 120.00		
	Miscellaneous & Postage	\$ 46.00		
	Reimbursable Expenses Total	\$ 166.00		\$ 166.00

TOTAL			\$ 7,500
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Exhibit A
Scope of Services
Pawnee Street Creek Stabilization
July 20, 2018

General Scope of Services

The purpose of this contract is to provide professional design services to develop Final Plans, Special Provisions, and Estimates for the stream and bank stabilization on a Three Mile Creek tributary between N 16th Street and N 14th Street and from Pawnee Street to Metropolitan Street.

Detailed Scope of Services

Section 1 – Channel Clearing and Erosion Control Plans

- 1.1 Perform a site investigation of the existing channel conditions. Debris, overgrown vegetation, trees, obstructions, and channel dimensions will be documented with photos, measurements and GPS coordinates (if possible).
- 1.2 Prepare a plan with an aerial photograph base to identify the limits of required channel debris/vegetation removal, bank stabilization, and access locations. Trees and vegetation will be marked on the plans that is anticipated to remain after channel maintenance is completed.
- 1.3 Prepare erosion control plan that will prevent sediment from entering the channel. This will be accomplished using a combination of silt fence, mulch berms, straw wattles and ditch checks. Develop construction details required for the installation of the erosion control devices.
- 1.4 The Consultant will attend a preliminary plan review meeting with City staff and revise the plan one time, if necessary.
- 1.5 The Consultant will assist the City in preparing, submitting and communicating information for the following environmental permits which are anticipated for the project:
 - a. KDHE NOI for Stormwater Runoff from Construction Activities.
 - b. Obstructions in Streams permit (KDA, DWR).
 - c. Kansas Department of Wildlife and Parks threatened and endangered species determination.
 - d. Kansas Historical Society historical determination.
 - e. Any other permit applications as required by the above agencies.

Assumptions

1. Construction activities associated with this project are covered under the US Army Corps of Engineers (COE) Nationwide Permit 3 for maintenance activities and do not require pre-construction notification.

City Responsibilities

1. Arrange and provide the facilities for all meetings.
2. Provide any recent bid tabs to assist in the development of the opinion of probable costs.
3. Obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in the Scope of Services.
4. Prepare the Project Manual for use during the bidding process.

Items Not Included in the Scope of Services

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services.
2. Field and topographic survey. Field measurements and general locating of site features shall be based on observations during the site visit.
3. Property survey or setting of new property corners if they are missing is not required.
4. Preparation of any easement document required for the proposed improvements.
5. Preparation of any environmental clearance documents, except as noted in the scope of services.
6. Revisions or modifications to the plans when inconsistent with previous approvals.
7. Printing and review of bidding documents.
8. Construction phase services are not included in this contract.



Purchase Order

Fiscal Year 2017 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.
 Purchase Order # **20170181-00**

B I L L T O

420
 Engineering Department
 City Hall
 100 N 5th Street
 LEAVENWORTH KS 66048

Delivery must be made within doors of specified destination.

V E N D O R

WILSON & COMPANY, INC
 PO BOX 3305
 SALINA KS 67402

S H I P T O

Engineering Department
 City Hall
 100 N 5th Street
 LEAVENWORTH KS 66048

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				224			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
11/16/2017	658				Engineering		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	Design Contract for 14th & Pawnee Culvert Replacement Project. 30280 - 6605 - E1603			1.0	EACH	\$33,900.000	\$33,900.00
			\$33,900.00				

By 
 Purchasing Agent

RECEIVING COPY

Total Ext. Price	\$33,900.00
PO Total	\$33,900.00

POLICY REPORT PWD NO. 18-42

**CONSIDER CHANGE ORDER NO. 1 FOR THE
DESIGN SERVICES CONTRACT WITH WATER RESOURCE SOLUTIONS
FOR THE 16th TERRACE & THORNTON DETENTION STORAGE PROJECT**

Project No. 2015 - 828

October 9, 2018

Prepared by:


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

Reviewed by:


Paul Kramer,
City Manager

ISSUE:

Consider Change Order No. 1 to the design contract with Water Resource Solutions (WRS) for the 16th Terrace and Thornton Detention Storage Project in the amount of \$5,000.

BACKGROUND:

For many years, the property owners at the north end of 16th Terrace have had issues with stormwater flooding houses and the roadway during heavy rain events. In May 2017, the City awarded the contract for a drainage study of the areas flowing into this area. The study included several recommendations for the existing stormwater piping system, the open channel system behind homes to the south, and detention.

In December 2017, the City awarded the design contract with WRS for a detention facility on City-owned property at the north end of 16th Terrace. During the design process, a number of design issues were identified that required additional evaluation and design time on the part of WRS. The work included in the proposed change order addressed the following issues:

- Swale design on property to the north and east of the detention facility
- Additional storm/rainfall analysis for events the past 8 years
- Additional system and detention facility analysis created by the items above
- Additional plan, detail, and specification work

POLICY:

The City Commission generally approves change orders if funds are available and the extra work is warranted.

RECOMMENDATION:

Staff recommends the City Commission approve Change Order No. 1 to the design contract with Water Resource Solutions for the 16th Terrace & Thornton Detention Storage Project in an amount not to exceed \$5,000.00 for a total contract amount not to exceed \$43,665.00.

ATTACHMENTS:

WRS Additional Funding Request

AMENDMENT NO. 1 TO AGREEMENT BETWEEN OWNER AND ENGINEER

Reason for the Amendment:

Additional design services not included in the original scope of service were performed by the Engineer at the request of the Owner. The Engineer redesigned the basin and analyzed the new basin design using past storm rainfall data provided by the Owner. The plans, specifications, and cost opinion were then revised based on the analysis of the past storm events.

1. Contract Information

- a. **Effective Date of the Agreement between Owner and Engineer** November 14, 2017
- b. **ENGINEER** Water Resources Solutions, LLC
- c. **OWNER** City of Leavenworth, Kansas
- d. **Project** 16th Terrace & Thornton Drainage Phase 1 Detention Storage

2. Description of Modifications

Original Contract Amount: \$38,665.00
Additional Fee Amount: \$5,000.00
New Contract Total: \$43,665.00

ENGINEER and OWNER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 3, 2018.

OWNER:

ENGINEER:

By: _____
Mark Preisinger
Title: Mayor
Date Signed: _____

By: *Donald W Baker*
Donald W. Baker, P.E.
Title: Owner
Date Signed: 10-3-18



Purchase Order

Fiscal Year 2017

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20170191-00**

BILL TO

420
Engineering Department
City Hall
100 N 5th Street
LEAVENWORTH KS 66048

Delivery must be made within doors of specified destination.

VENDOR

WATER RESOURCES SOLUTIONS, LLC
8800 LINDEN DR
OVERLAND PARK KS 66207-2222

SHIP TO

Engineering Department
City Hall
100 N 5th Street
LEAVENWORTH KS 66048

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				223			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
12/11/2017	8704					Engineering	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
	Sales Tax Exemption KS2EC23FC2 Expires 10/01/2020						
1	Design contract with Water Resources for the 16th Terrace & Thornton Phase 1 Detention Project. \$38,665.00			1.0	EACH	\$38,665.000	\$38,665.00


By 
Purchasing Agent

VENDOR COPY

Total Ext. Price	\$38,665.00
PO Total	\$38,665.00

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE TO
AMEND CHAPTER 82, PERSONNEL
OF THE CODE OF ORDINANCES**

OCTOBER 9, 2018


Carla K. Williamson, CMC City Clerk


Paul Kramer, City Manager

ISSUE:

Consider amending Chapter 82, Personnel, of the City's Code of Ordinances.

BACKGROUND:

On October 24, 2017, the City Commission passed and approved Ordinance 8061 amending Chapter 82 of the Code of Ordinances. The intent of the ordinance was to amend Chapter 82 to state *All Personnel Policies and Procedures will be governed by the "City of Leavenworth Personnel Manual."* All other section of the chapter were to be repealed.

The ordinance was written to reserve Sec. 82-2 – 82-25. The ordinance should have reserved Sec. 82-2 through Sec. 82-63 to have properly delete all remaining sections of the chapter.

ACTION:

Place on first consideration Ordinance amending Chapter 82 Personnel.

ATTACHMENTS:

- Draft Ordinance to amend Chapter 82
- Chapter 82 of the Code of Ordinances
- Copy of Ordinance 8061
- Policy Report from October 10, 2017

(Summary Publish in the Leavenworth Times on _____, 2018)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF LEAVENWORTH, KANSAS, CHAPTER 82 PERSONNEL, PROVIDING SUBSTITUTE PROVISIONS AND REPEALING THE SECTIONS AMENDED.

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

Section 1. That the Code of Ordinances, City of Leavenworth, Kansas, Chapter 82, Personnel, is hereby deleted in its entirety and amended to read as follows:

Article I – In General

Sec. 82-1 All Personnel Policies and Procedures will be governed by the “City of Leavenworth Personnel Manual”.

Sec. 82-2 – 82-63 Reserved

Section 2. REPEAL. Chapter 82, Personnel, of the Code of Ordinances of the City of Leavenworth, Kansas, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3: EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after the date of its publication in the official city newspaper.

PASSED and APPROVED by the Governing Body on this ___th day of _____ 2018.

Mark Preisinger, Mayor

{Seal}

ATTEST:

Carla K. Williamson, CMC, City Clerk

(Current wording in the Code of Ordinances)

Chapter 82 - PERSONNEL

ARTICLE I. - IN GENERAL

Sec. 82-1. - Personnel policies and procedures.

All personnel policies and procedures will be governed by the "City of Leavenworth Personnel Manual".

Secs. 82-2—82-25. - Reserved.

ARTICLE II. - CIVIL SERVICE SYSTEM

DIVISION 1. - GENERALLY

Sec. 82-26. - Purpose.

The purpose of this article is to establish a municipal civil service system that is based on merit and provides fair and equal opportunity for public service. This system shall be governed by the civil service commission of the city. The civil service commission shall review personnel programs, activities, and rules and regulations administered by the city's personnel director.

Sec. 82-27. - Rules and regulations.

The municipal civil service system shall adhere to personnel rules and regulations adopted by the city commission. These rules and regulations will be enforced by the city manager and will address all areas of personnel administration, including any rules and regulations required to implement such regulations. In the event of nonconcurrence between the civil service commission and the city manager, an advisory opinion from the civil service commission shall be forwarded to the city commission for further consideration.

Sec. 82-28. - Classes of service.

The service positions of the city are hereby divided into three classes:

- (1) *The appointed class.* The appointed class consists of the city manager, the city attorney and the municipal judge positions.
- (2) *The exempt class.* Positions considered exempt are as defined by the Fair Labor Standards Act and amendments thereto. Appointees to these positions shall be determined by the competitive selection process.
- (3) *The nonexempt class.* Positions considered nonexempt are as defined by the Fair Labor Standards Act and amendments thereto. Appointees to these positions shall be determined by the competitive selection process specified by this article.

Sec. 82-29. - Equal opportunity.

All appointments to and promotions within the civil service system will be on the basis of merit, without regard to race, sex, age, color, religion, national origin, handicap or marital status, except where sex, age or physical requirements constitute a bona fide occupational qualification necessary to properly and efficiently perform the duties of the position. It is the intent of the merit system to provide maximum opportunity for advancement and utilization of employee skills, abilities and knowledge. This does not preclude the competitive selection of outside candidates when better qualified.

Sec. 82-30. - Compensation system.

There shall be an established compensation system as determined by the city commission in consultation with the civil service commission. Any proposed deviation or change to such compensation system is to be brought to the attention of the civil service commission secretary. The civil service commission secretary shall then present such proposed changes to the civil service commission for full review. In the event of nonconcurrence between the civil service commission and the city manager, an advisory opinion from the civil service commission shall be forwarded to the city commission for further consideration.

Sec. 82-31. - Qualification of applicants.

Applicants for a position under the merit system must be citizens of the United States of America; must be able to read and write the English language; be over 18 years of age except as otherwise provided by state and federal law; and meet the physical and moral qualifications of employment and residency requirements. All persons must follow established procedures when making application as outlined in the personnel manual.

Sec. 82-32. - Veterans preference.

Upon initial employment and first promotion with the City, Veterans Preference, as provided in K.S.A. 73-201, shall be given to all persons who have served with the armed forces of the United States under honorable conditions during the periods outlined in K.S.A. 73-201. Those desiring to use a veterans' preference must provide a copy of the veteran's DD214 form at the time of application. All other provisions of K.S.A. 73-201 shall be enforced as amended.

Sec. 82-33. - Examinations.

The civil service commission shall, as deemed necessary, hold public competitive examinations to ascertain the fitness of applicants for employment in the municipal civil service. Examinations shall consist of those tests that measure the fitness of the persons examined to discharge the duties of the position applied for. Such tests may consist of statements of training and experience (unassembled) or written examinations. Additional tests may be used, if suitable, to further appraise the abilities of candidates. Such additional tests may be of many varieties such as performance, oral, manual dexterity, etc.

Sec. 82-34. - Point rating system.

All applicants for employment in the municipal civil service will be rated on a scale of 100, with 70 the minimum eligible rating based on the announced job requirements. The executive secretary of the civil service commission shall establish rating patterns, in writing, to be used as the basis for rating applicants and which shall be made a matter of record.

Sec. 82-35. - Certified listing of eligibles.

- (a) The certified list of eligible applicants for employment in the municipal civil service is a listing of the names and numerical scores of applicants who have attained a score of 70 or above for a specific vacancy.
- (b) The top five applicants for a position in the civil service shall be listed in rating order and such list shall be forwarded to the selecting official. One additional name will be added for each additional vacancy.
- (c) The civil service commission is specifically authorized and directed to achieve equality in employment of minority and disadvantaged persons. A second list composed of the top five minority applicants for a position in the civil service will be created. Full and equal consideration for selection shall be given to the candidates on this second list. At all times, the commission shall work to keep proportionate representation of minority persons among city employees consistent with the

percentage of such minority persons in the city. This does not preclude the selection of a nonminority candidate who is more qualified than any other candidates. Deviation is authorized from this policy only for participation in federally approved projects.

- (d) Selections will only be made for advertised positions in the municipal civil service consistent with available funds and manpower ceilings.

Sec. 82-36. - Probationary periods.

All new employees in the municipal civil service system shall be required to serve a probationary period of one year of competent performance before being granted permanent civil service status. Probationary employees have no appeal rights to the civil service commission.

Sec. 82-37. - Rejection of candidates.

The municipal civil service commission may refuse to examine or may remove from the eligibility list any applicant:

- (1) Who is found physically unable to perform the duties of the position applied for.
- (2) Who is addicted to the intemperate use of intoxicating beverages or is a user of illegal narcotics.
- (3) Who is a bad character of dissolute habits or who has been found guilty of criminal or disgraceful actions.
- (4) Who has knowingly made a false statement of material fact or who has practiced or attempted to practice any deception or fraud in his application or physical examination or in securing a place on the eligibility list. The burden of proof of good character shall be upon the candidate and, where doubt exists, the candidate shall be required to furnish evidence thereof.

Sec. 82-38. - Rules governing suspensions, demotions, removals and appeals.

Except for the appointed class and probationary employees, any employee may appeal to the civil service commission a disciplinary action after exhausting all appeal opportunities specified in the city's personnel manual as adopted by the city commission. After receiving such an appeal in writing, the civil service commission shall convene in a formal hearing on the appeal. The civil service commission may contract an independent legal counsel to assist in the procedural conduct of the hearing. The appealing employee may have an attorney present for advice and representation. The city attorney shall represent city management. The civil service commission, on a majority vote, will uphold, overrule or modify the appealed disciplinary action. Such decisions will be binding upon the city manager to enforce.

Sec. 82-39. - Internal promotion program.

The city commission shall initiate and maintain an internal promotion program to fill positions occurring above the lowest pay range in the municipal civil service, reflecting affirmative action guidelines, conducted through the vacancy announcement process and with selections from a certified listing of eligible candidates.

Secs. 82-40—82-50. - Reserved.

DIVISION 2. - CIVIL SERVICE COMMISSION⁽³⁾

Sec. 82-51. - Composition.

The municipal civil service commission shall consist of five members, one of whom shall serve as chairperson.

Sec. 82-52. - Qualifications.

No person shall be appointed a member of the municipal civil service commission who is not a citizen of the United States, a resident of the city at least two years immediately preceding such appointment, and an elector of the city. No member of the commission shall hold any other public elective office.

Sec. 82-53. - Appointment.

The members of the civil service commission shall be appointed by the mayor with approval of the city commission from volunteers for such service, with due consideration of a recommendation from the city manager and without regard to political party affiliation.

Sec. 82-54. - Oath.

Each member of the municipal civil service commission shall take an oath of office before entering into the duties of the office.

Sec. 82-55. - Terms of office.

Appointments to the civil service commission will be for a five-year term. Members of the commission will be limited to two consecutive five-year appointments. Interim vacancies caused by resignation and/or removal of a commission member shall be for the remainder of the unexpired term of the member leaving and shall not be considered in the two-term limitation as provided by this section. Members of the commission serving as of the effective date of the ordinance from which this section is derived shall be considered as members of the commission and shall serve until the expiration of the terms for which they were appointed.

Sec. 82-56. - Removal of members.

Any member of the municipal civil service commission may be removed from office only upon written charges after the member has been given a copy of such charges against such member and an opportunity to be heard publicly on such charges before the appointing authority.

Sec. 82-57. - Administration.

The municipal civil service commission shall be provided appropriate administrative support by the city commission.

Sec. 82-58. - Compensation.

Members of the municipal civil service commission shall serve without pay. Members of the commission shall be paid for necessary expenses incurred in performing duties.

Sec. 82-59. - Chairperson.

A chairperson shall be selected by the members of the civil service commission from among their members under such rules as they shall make. The chairperson shall have the powers of a presiding officer and shall be responsible for conducting the business of the commission under the municipal civil service system.

Sec. 82-60. - Secretary.

The municipal civil service commission shall appoint the position of secretary on a full-time or part-time basis to provide administrative support, maintain reports, keep the records of the commission, and attend all meetings requiring record of business transacted that may have historical significance to the function of the commission. The secretary will keep a record of proceedings and correspondence, administer and grade tests, establish and issue listings of those eligible for appointment, employment or promotion, conduct employment interviews, and perform such other duties as may be required by the

commission. The secretary shall have authority to administer oaths and ensure that proper personnel procedures are adhered to under the merit system.

Sec. 82-61. - Meetings.

Meetings of the municipal civil service commission shall be held as specified by the chairperson for the conduct of official business. The secretary of the commission will be responsible for notifying the local media of such meetings. No meeting or hearing shall be held unless at least three members of the commission shall be present.

Sec. 82-62. - Records.

The secretary of the civil service commission shall keep public records and minutes of its business and official actions.

Sec. 82-63. - Duties and responsibilities.

The municipal civil service commission shall perform such duties as are required by the statutes of the state and ordinances of the city. Such duties and authority will include the hearing of appeals from employees regarding suspensions, dismissals and demotions. In the instances of such hearings, the commission has the authority to subpoena, administer oaths and hear testimony.

(Summary Publish in the Leavenworth Times on October 27, 2017)

ORDINANCE NO. 8061

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF LEAVENWORTH, KANSAS, CHAPTER 82 PERSONNEL; ARTICLE I IN GENERAL.

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

Section 1. That the Code of Ordinances, City of Leavenworth, Kansas, Chapter 82, Personnel, Article I, In General, be amended to read as follows:

Article I – In General

Sec. 82-1 All Personnel Policies and Procedures will be governed by the “City of Leavenworth Personnel Manual”.

Sec. 82-2 – 82-25 Reserved

Section 2. That Sections 82-1 through 82-25 amended herein and all other sections in conflict herewith are hereby repealed.

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

Passed by the Leavenworth City Commission on this 24th day of October, 2017.



Nancy D. Bauder

Nancy D. Bauder, Mayor

ATTEST:

Carla K. Williamson

Carla K. Williamson, City Clerk, CMC

**POLICY REPORT
FIRST CONSIDERATION ORDINANCE TO
AMEND CHAPTER 82 OF THE CODE OF ORDINANCES
RELATING PERSONNEL**

October 10, 2017


Carla K. Williamson, CMC City Clerk


Paul Kramer, City Manager

ISSUE:

Consider amending Chapter 82, Personnel, of the City's Code of Ordinances.

BACKGROUND:

At the June 6, 2017 and July 18, 2017 Study Sessions Staff reviewed proposed changes to the City's recruitment and hiring process. At that time staff discussed the need to amend certain chapters of the Code of Ordinances.

The City Manager contacted many local and regional City Managers to see how our Chapter 82 compares to other local governments. It was determined that ours stands alone as an outdated, inflexible and burdensome approach. The use of the Civil Service Commission as the structure of the ordinance produces results that can negatively affect the City's ability to efficiently fill positions.

The City Commission approved Charter Ordinance 57 on August 8, 2017. Charter Ordinance 57 will repeal Charter Ordinance 4 which established a Civil Service Commission. A charter ordinance requires a 60 day waiting period after final publication to give sufficient time for any petitions to be filed. Charter Ordinance 57 will become effective on the 61st day, October 18, 2017, if no petitions are filed in opposition and the usage of a Civil Service Commission will be removed.

If the Commission places on first consideration the proposed amendments to Chapter 82, second consideration will be presented to the Commission on October 24, 2017 as long as no petitions are filed against Charter Ordinance 57.

The proposed amendment to the Chapter 82 would state:

All Personnel Policies and Procedures will be governed by the "City of Leavenworth Personnel Manual."

All other section of the chapter would be repealed.

ACTION:

Place on first consideration Ordinance amending Chapter 82 Personnel.

ATTACHMENTS:

- Chapter 82 of the Code of Ordinances
- Proposed Ordinance to amend Chapter 82

Chapter 82 - PERSONNEL

ARTICLE I. - IN GENERAL

Sec. 82-1 All Personnel Policies and Procedures will be governed by the "City of Leavenworth Personnel Manual".

Secs. 82-2—82-25. - Reserved.

ARTICLE II.— CIVIL SERVICE SYSTEM

DIVISION 1.— GENERALLY

~~Sec. 82-26.— Purpose.~~

~~The purpose of this article is to establish a municipal civil service system that is based on merit and provides fair and equal opportunity for public service. This system shall be governed by the civil service commission of the city. The civil service commission shall review personnel programs, activities, and rules and regulations administered by the city's personnel director.~~

~~Sec. 82-27.— Rules and regulations.~~

~~The municipal civil service system shall adhere to personnel rules and regulations adopted by the city commission. These rules and regulations will be enforced by the city manager and will address all areas of personnel administration, including any rules and regulations required to implement such regulations. In the event of nonconcurrence between the civil service commission and the city manager, an advisory opinion from the civil service commission shall be forwarded to the city commission for further consideration.~~

~~Sec. 82-28.— Classes of service.~~

~~The service positions of the city are hereby divided into three classes:~~

- ~~(1) *The appointed class.* The appointed class consists of the city manager, the city attorney and the municipal judge positions.~~
- ~~(2) *The exempt class.* Positions considered exempt are as defined by the Fair Labor Standards Act and amendments thereto. Appointees to these positions shall be determined by the competitive selection process.~~
- ~~(3) *The nonexempt class.* Positions considered nonexempt are as defined by the Fair Labor Standards Act and amendments thereto. Appointees to these positions shall be determined by the competitive selection process specified by this article.~~

~~Sec. 82-29.— Equal opportunity.~~

~~All appointments to and promotions within the civil service system will be on the basis of merit, without regard to race, sex, age, color, religion, national origin, handicap or marital status, except where sex, age or physical requirements constitute a bona fide occupational qualification necessary to properly and efficiently perform the duties of the position. It is the intent of the merit system to provide maximum opportunity for advancement and utilization of employee skills, abilities and knowledge. This does not preclude the competitive selection of outside candidates when better qualified.~~

~~Sec. 82-30.— Compensation system.~~

~~There shall be an established compensation system as determined by the city commission in consultation with the civil service commission. Any proposed deviation or change to such compensation system is to be brought to the attention of the civil service commission secretary. The civil service commission secretary shall then present such proposed changes to the civil service commission for full review. In the event of nonconcurrence between the civil service commission and the city manager, an advisory opinion from the civil service commission shall be forwarded to the city commission for further consideration.~~

~~Sec. 82-31. Qualification of applicants.~~

~~Applicants for a position under the merit system must be citizens of the United States of America; must be able to read and write the English language; be over 18 years of age except as otherwise provided by state and federal law; and meet the physical and moral qualifications of employment and residency requirements. All persons must follow established procedures when making application as outlined in the personnel manual.~~

~~Sec. 82-32. Veterans preference.~~

~~Upon initial employment and first promotion with the City, Veterans Preference, as provided in K.S.A. 73-201, shall be given to all persons who have served with the armed forces of the United States under honorable conditions during the periods outlined in K.S.A. 73-201. Those desiring to use a veterans' preference must provide a copy of the veteran's DD214 form at the time of application. All other provisions of K.S.A. 73-201 shall be enforced as amended.~~

~~Sec. 82-33. Examinations.~~

~~The civil service commission shall, as deemed necessary, hold public competitive examinations to ascertain the fitness of applicants for employment in the municipal civil service. Examinations shall consist of those tests that measure the fitness of the persons examined to discharge the duties of the position applied for. Such tests may consist of statements of training and experience (unassembled) or written examinations. Additional tests may be used, if suitable, to further appraise the abilities of candidates. Such additional tests may be of many varieties such as performance, oral, manual dexterity, etc.~~

~~Sec. 82-34. Point rating system.~~

~~All applicants for employment in the municipal civil service will be rated on a scale of 100, with 70 the minimum eligible rating based on the announced job requirements. The executive secretary of the civil service commission shall establish rating patterns, in writing, to be used as the basis for rating applicants and which shall be made a matter of record.~~

~~Sec. 82-35. Certified listing of eligibles.~~

- ~~(a) The certified list of eligible applicants for employment in the municipal civil service is a listing of the names and numerical scores of applicants who have attained a score of 70 or above for a specific vacancy.~~
- ~~(b) The top five applicants for a position in the civil service shall be listed in rating order and such list shall be forwarded to the selecting official. One additional name will be added for each additional vacancy.~~
- ~~(c) The civil service commission is specifically authorized and directed to achieve equality in employment of minority and disadvantaged persons. A second list composed of the top five minority applicants for a position in the civil service will be created. Full and equal consideration for selection shall be given to the candidates on this second list. At all times, the commission shall work to keep proportionate representation of minority persons among city employees consistent with the percentage of such minority persons in the city. This does not preclude the selection of a nonminority~~

~~candidate who is more qualified than any other candidates. Deviation is authorized from this policy only for participation in federally approved projects.~~

~~(d) Selections will only be made for advertised positions in the municipal civil service consistent with available funds and manpower ceilings.~~

~~Sec. 82-36. Probationary periods.~~

~~All new employees in the municipal civil service system shall be required to serve a probationary period of one year of competent performance before being granted permanent civil service status. Probationary employees have no appeal rights to the civil service commission.~~

~~Sec. 82-37. Rejection of candidates.~~

~~The municipal civil service commission may refuse to examine or may remove from the eligibility list any applicant:~~

- ~~(1) Who is found physically unable to perform the duties of the position applied for.~~
- ~~(2) Who is addicted to the intemperate use of intoxicating beverages or is a user of illegal narcotics.~~
- ~~(3) Who is a bad character of dissolute habits or who has been found guilty of criminal or disgraceful actions.~~
- ~~(4) Who has knowingly made a false statement of material fact or who has practiced or attempted to practice any deception or fraud in his application or physical examination or in securing a place on the eligibility list. The burden of proof of good character shall be upon the candidate and, where doubt exists, the candidate shall be required to furnish evidence thereof.~~

~~Sec. 82-38. Rules governing suspensions, demotions, removals and appeals.~~

~~Except for the appointed class and probationary employees, any employee may appeal to the civil service commission a disciplinary action after exhausting all appeal opportunities specified in the city's personnel manual as adopted by the city commission. After receiving such an appeal in writing, the civil service commission shall convene in a formal hearing on the appeal. The civil service commission may contract an independent legal counsel to assist in the procedural conduct of the hearing. The appealing employee may have an attorney present for advice and representation. The city attorney shall represent city management. The civil service commission, on a majority vote, will uphold, overrule or modify the appealed disciplinary action. Such decisions will be binding upon the city manager to enforce.~~

~~Sec. 82-39. Internal promotion program.~~

~~The city commission shall initiate and maintain an internal promotion program to fill positions occurring above the lowest pay range in the municipal civil service, reflecting affirmative action guidelines, conducted through the vacancy announcement process and with selections from a certified listing of eligible candidates.~~

~~Secs. 82-40—82-50. Reserved.~~

~~DIVISION 2. CIVIL SERVICE COMMISSION~~

~~Sec. 82-51. Composition.~~

~~The municipal civil service commission shall consist of five members, one of whom shall serve as chairperson.~~

~~Sec. 82-52. Qualifications.~~

No person shall be appointed a member of the municipal civil service commission who is not a citizen of the United States, a resident of the city at least two years immediately preceding such appointment, and an elector of the city. No member of the commission shall hold any other public elective office.

~~Sec. 82-53. Appointment.~~

~~The members of the civil service commission shall be appointed by the mayor with approval of the city commission from volunteers for such service, with due consideration of a recommendation from the city manager and without regard to political party affiliation.~~

~~Sec. 82-54. Oath.~~

~~Each member of the municipal civil service commission shall take an oath of office before entering into the duties of the office.~~

~~Sec. 82-55. Terms of office.~~

~~Appointments to the civil service commission will be for a five-year term. Members of the commission will be limited to two consecutive five-year appointments. Interim vacancies caused by resignation and/or removal of a commission member shall be for the remainder of the unexpired term of the member leaving and shall not be considered in the two-term limitation as provided by this section. Members of the commission serving as of the effective date of the ordinance from which this section is derived shall be considered as members of the commission and shall serve until the expiration of the terms for which they were appointed.~~

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~~Sec. 82-63. Duties and responsibilities.~~

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Section 2. That Sections 82-1 through 82-25 amended herein and all other sections in conflict herewith are hereby repealed.

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

Passed by the Leavenworth City Commission on this 24th day of October, 2017.

Nancy D. Bauder, Mayor

(SEAL)

ATTEST:

Carla K. Williamson, City Clerk, CMC

EXECUTIVE SESSION

DISCUSS PERSONNEL MATTERS OF NONELECTED PERSONNEL

OCTOBER 9, 2018

CITY COMMISSION ACTION:

Motion:

Move that the City Commission recess into executive session pursuant to the *nonelected personnel matters* exception per K.S.A. 75-4319 (b) (1), in order to discuss the City Manager contract renewal. The open meeting to resume in the City Commission Chambers at _____ by the clock in the City Commission Chambers. City Attorney David Waters is requested to be present during the Executive Session.