



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

Study Session:

1. Project Presentation and CID Request – 1904-1920 Spruce Street (pg. 2)
2. Online Registration/Reservation Software Review Tyler Parks & Recreation (pg. 15)

Special Meeting:

Open a Special Meeting

Action: Motion

Bids Contracts and Agreements:

3. Consider Thornton Street Design Contract

Action: Motion (pg. 16)

First Consideration Ordinance:

4. First Consideration Ordinance – Stormwater Program
5. First Consideration Ordinance – Amending Appendix F, Schedule of Fees

Action: Consensus (pg. 48)

Action: Consensus (pg. 65)

Adjourn

Action: Motion

POLICY REPORT
Project Presentation and CID Request – 1904-1920 Spruce St.
June 5, 2018

Prepared By:



Taylour Tedder
Assistant City Manager

Reviewed By:



Paul Kramer
City Manager

BACKGROUND:

Over the past several weeks I have been in contact with a potential buyer/developer of the former Country Mart property located at 1904-1920 Spruce St. They are looking to redevelop the former Country Mart portion of the property into climate controlled self-storage, along with maintaining a retail component on the remainder of the building. They have proposed a 1.5% CID (Community Improvement District) on sales tax transactions on the property to offset some of the improvement costs.

Review the attached proposal from AFS Leavenworth, LLC and Development Dynamics, LLC. Mr. Pat Nasi, Development Dynamics, and Trent Overhue, AFS Leavenworth, will be present to make a presentation of their project and request.

ATTACHMENT:

Project Proposal

CITY OF LEAVENWORTH, KANSAS
PROJECT OVERVIEW (PRELIMINARY)

1. APPLICANT INFORMATION

Company Name: AFS Leavenworth, LLC
Phone: (402) 659-3540
Address: 601 E. South Street, Ozark, MO 65721
Contact: Trent Overhue
Email: trent@nsiinvestments.com

Applicant Consultant: Development Dynamics, LLC
Phone: (636) 561-8602
Address: 1001 Boardwalk Springs Place, Suite 50, O'Fallon, MO 63368
Contact: Pat Nasi
Email: pnasi@d2team.org

Applicant Counsel: Howard L. Nehaus
Phone: (402) 571-1196
Address: 3934 North 90th Street Omaha, NE 68134
Email: hneuhauslaw@cox.net

2. PROPERTY INFORMATION

Property Class: Commercial
Location: 1904-1920 Spruce Street
Parcel ID #: 052-078-34-0-20-09-006.01-0
Brief Description: SUBDIVISION WO9, S34, T08, R022, PT; BL KS1,2,3, BEG NW Cor BLK 3 #371.6" SELY 239', S 330' W 150, S 70, W 16.61; S 40, W402.9, N143.6, W 16.1, N354.3 34
2017 Assessed Value: \$ 301,498
2017 Property Tax: \$ 40,263.86

3. CID REQUEST

Number of Parcels or Lots within Proposed District: One
Total Sq. Ft. in proposed District: 79,050 sq. ft. building; 6.1 acres
Does Applicant own all the Property within the District? Yes
Will the proposed District have 100% participation? Yes

Figure 1: Sampling of Conditions



Figure 2: Proposed Boundary Map



4. PROJECT DESCRIPTION

1. Redevelopment of an underperforming and struggling mid-1980s neighborhood commercial center.
2. Due to age/deterioration/market changes, the current structure is 75% vacant and in need of substantial new investment and rehabilitation.
3. Proposed uses include converting the building into a modern mixed-use commercial center with featuring climate controlled inside storage and retail.
4. Approximately 10-15 full and part time jobs will be created as a result of the project
5. Applicant proposes a pay-at-you-go CID (maximum 22 years with sales tax at 1.5%).
6. Estimated dates to commence the Project is fall of 2018.
7. Estimated date of completion is spring 2019.

Figure 3: Project Description by component:

	Total Project Costs	CID Eligible Costs
Acquisition	\$ 945,000	\$ -
Redevelopment Costs (CID Project)		
Conversion to Storage	435,550	-
Doors/Windows	30,000	-
Floor Prep/Finish	40,000	-
Office Improvements	50,000	-
Site Prep/Demolition	60,000	60,000
Roof Replacement	275,000	275,000
Parking Lot repairs	25,000	25,000
Façade Improvements	120,000	120,000
Electrical/HVAC Upgrades	70,000	70,000
Sprinkler System	25,000	25,000
Signage Upgrades	30,000	30,000
Landscaping Improvements	25,000	25,000
Contingency - (10% of CID eligible costs)	63,000	63,000
Professional fees (Architectural/Engineering/Legal/Carry) - (8%)	99,884	99,884
Totals	\$ 2,293,434	\$ 792,884

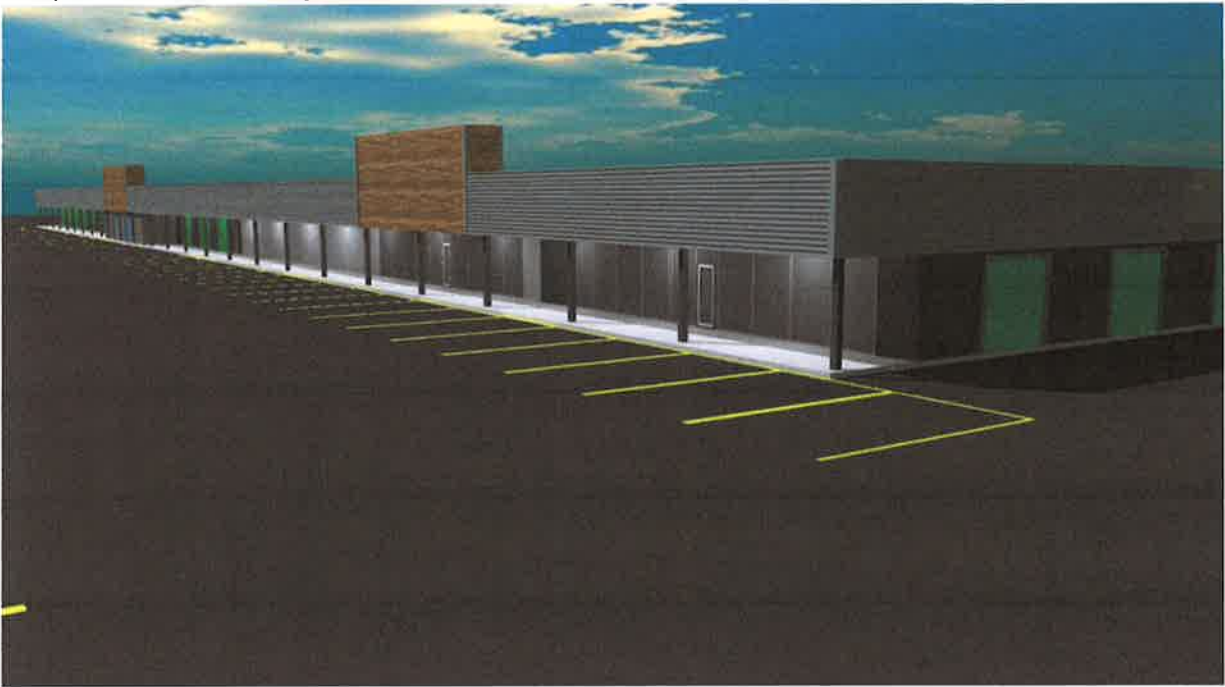
6. ADDITIONAL INFORMATION (Exhibit A):

As much as a CID might help with the Project feasibility, it is only as helpful as the revenue generated by the retail tenant customers. The Applicant would also like discussion/consideration of current property tax/assessed valuation cap or growth limitations if possible.

In addition, Exhibit A to this Project summary provides a sampling (examples) of elevations from other projects completed by the Applicant, similar in nature, where struggling properties have been transformed into attractive and productive properties.

EXHIBIT A

Sample Exterior Renderings





Sampling of similar conversion projects:











POLICY REPORT NO. P&R 05-18
Parks & Recreation Department
Online Registration/Reservation Software Review
Tyler Parks and Recreation
June 05, 2018

PREPARED BY:


Steve Grant
Parks and Recreation Director

REVIEWED BY:


Paul Kramer
City Manager

ISSUE:

Staff will be introducing and demonstrating the Tyler Parks and Recreation online registration/reservation module that will be available to Leavenworth citizens by the end of the year.

BACKGROUND:

For several years staff has received requests from citizens for the ability to register and pay online for parks and recreation activities and rentals. In 2015, the City of Leavenworth launched its Tyler Technology financial software system. For the 2018 CIP, the City Commission approved money for the purchase of Tyler Parks and Recreation software. Tyler Parks and Recreation is a Tyler Technology program that will fully integrate with our financial system allowing for online registrations and reservations of City of Leavenworth Parks and Recreation classes, activities and facilities.

Staff is currently working with Tyler's implementation team to build the online program and integrate it with our current cashiering system. We expect to have it fully up and operational by the end of the year.

POLICY REPORT PWD NO. 18-25

CONSIDER DESIGN CONTRACT WITH AFFINIS CORPORATION
FOR THE THORNTON STREET IMPROVEMENT PROJECT

City Project 2015-795

June 5, 2018

Prepared by:



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

Reviewed by:



Paul Kramer,
City Manager

ISSUE:

Consider the design contract received from Affinis Corporation for the Thornton Street Improvement Project.

BACKGROUND:

The existing Thornton Street from 10th Avenue to 5th Street is in need of major stormwater, curb, and roadway repairs. In 2015, TranSystems did an intersection analysis of the Thornton Street, 5th Avenue, Maple Avenue, and 7th Street intersection as part of the Kansas Traffic Engineering Assistance Program (TEAP). In late 2016, Affinis Corporation completed a Concept Design Study for Thornton Street from 10th Avenue to 2nd Avenue incorporating the results of the TEAP Study.

The proposed road will be designed to be a 28-foot wide with curb and gutter roadway with new storm drainage pipe and inlets, 5' sidewalks on both sides, a new traffic signal at 2nd Avenue, and a new Thornton Street/Maple Avenue/5th Avenue intersection. It is anticipated construction would be completed in two phases over two construction seasons.

The Commission has identified Thornton Street as a priority project with a desire to initiate construction in 2019. To meet the desired construction schedule, project design must start immediately to allow for any necessary easement/right-of-way acquisition and any remaining utility relocation prior to construction. Using the Affinis Concept Design Memorandum as a guide for future improvements, some of the utility companies have started or completed the necessary relocation of their utility infrastructure.

POLICY:

The City generally uses the Qualifications Base Selections process to select engineers for project design.

Affinis Corp has been a part of that process on numerous projects throughout the City. Affinis was the number two firm in the process for design of the Ottawa Street Improvements Project completed in 2015.

Affinis has extensive experience with projects of this size and type in numerous cities throughout the KC Metropolitan area and has been involved with the City's Pavement Management Program for the past 5 years.

RECOMMENDATION:

Staff recommends the City Commission approve the design contract submitted by Affinis Corporation for the Thornton Street Improvement Project (10th Avenue to 5th Street) in an amount not to exceed \$364,900.00.

ATTACHMENTS:

Affinis Concept Study
Contract

CONCEPT STUDY DESIGN MEMORANDUM THORNTON STREET (10TH AVENUE TO 2ND AVENUE) CITY OF LEAVENWORTH, KANSAS

Dated: August 17, 2016
Prepared by: Affinis Corp

PROJECT DESCRIPTION

The City of Leavenworth contracted Affinis Corp. to develop concept layout and design elements for improvements to Thornton Street from 10th Avenue to 2nd Avenue, approximately 0.75 miles in length. The proposed improvements will be constructed in approximately the existing location and within the existing right-of-way and easements. Full reconstruction of the existing roadway is expected with the intent to add pedestrian access, extend and/or replace storm sewer system, and replace the traffic signal at 2nd Avenue.

CONCEPT STUDY LAYOUT

The plan view of the conceptual layout is shown on sheets 1 through 6. The layout is based on aerial photography and GIS information provided by the City. A field check was performed to review the layout and make general modifications.

CONCEPT STUDY PURPOSE

The purpose of preparing a conceptual design was to identify possible design constraints and prepare a preliminary opinion of project cost (POPCC). Using this information, the City can establish a budget for the project, identify funding and determine the need for phasing the project over one or more years.

CONCEPT STUDY ASSUMPTIONS AND ELEMENTS

- Roadway typical section
 - Exceptions:
 - Pavement section
 - Vertical alignment
 - Exceptions:
- | |
|---|
| 28-feet back of curb to back of curb (B-B) |
| 40-feet B-B between Maple Avenue and 5 th Avenue |
| 41-feet B-B at 2 nd Avenue intersection |
- To be determined based on geotechnical investigation during design. Concept costs are based on 2" Asphaltic Concrete Surface (superpave); 8" Asphaltic Concrete Base (superpave); 6" aggregate base (AB-3). Geogrid (Triax) is assumed for subgrade stabilization, when needed (10% of paved area estimated).
- | |
|---|
| Match existing, approximately |
| Between Garland Street and Montezuma; to remove hump and improve drainage. |
| Between 5 th Avenue and alley to the east; to remove flat area and improve drainage. |

- Horizontal alignment
 - Hold south curb alignment to establish centerline to provide clearance between existing retaining walls and north curb line for sidewalk

- Intersections
 - W. 7th Street
 - Eliminate W. 7th Street connection to Thornton Street
 - 2nd Avenue
 - Construct new ADA compliant traffic signal and improve intersection geometry for proper alignment of through and turn lanes; to provide accessible sidewalk; and provide clearance from Westar poles.
 - 10th Avenue
 - New sidewalk along Thornton will connect to the existing sidewalk/ramps on the northeast and southeast corners. The existing sidewalk and ADA ramps will be used in place.

- Curb return radii
 - 30' desirable; 25' minimum
- Sidewalk
 - 5' with green space or 6' at back of curb, with the ability to modify width and green space to avoid utilities or other obstructions in isolated locations.
 - Construct on both sides of the street
 - Construct connection to side street sidewalks, as needed
 - ADA compliant
 - Evaluate condition and ADA compliance of existing sidewalk to identify locations to be used in place.
 - Replacement of existing sidewalk and ADA ramps at 10th Avenue are NOT part of the project scope due to physical and right-of-way constraints/challenges.

- Sidewalk ramps
 - At crossings and intersections
 - ADA compliant

- Storm sewer
 - Pipe
 - Replace CMP/VCP with RCP; verify capacity and condition to determine replacement
 - A capacity and/or condition determination of the crossing at City service center was NOT performed with this study.
 - Inlets
 - Add/replace curb inlets to improve system capacity; verify capacity and condition to determine replacement
 - Underdrain
 - Add as needed to convey continuous and intermittent seepage between Broadway and the City service center
 - System layout
 - A detailed hydraulic/hydrologic design was NOT performed with this study. The quantity and size of inlets and pipe is an estimate.

- Street lighting
 - Westar will install new street lighting system.

- Retaining walls
 - The City will include conduit installation as part of the project construction.
 - Use in place existing retaining walls
 - Add new walls at the back of sidewalk as needed to reduce grading/impacts in steep yards, at steps or outside right-of-way.
 - Concrete cast-in-place walls with fractured fin form liner, to reduce graffiti
 - Driveways/entrances
 - Driveways/entrances will be replaced as needed for ADA compliance at sidewalk. The quantity is an estimate.
 - Mailboxes
 - On-street mailboxes will be placed between the sidewalk and the back of curb
 - Best management practices for options for City's service center or other locations within the existing right-of-way. During design, each of these may be considered for implementation.
 - Option 1
 - Structure/inlet filters
 - low cost \$1,500 per inlet
 - quarterly cleanout/maintenance
 - Option 2
 - Filter strips and/or native vegetation areas
 - medium cost ranges from \$5,000 to \$20,000 depending on size
 - low maintenance, such as routine trash removal and annual mowing
 - Option 3
 - Bio-swales and/or rain garden
 - higher cost, ranges from \$20,000 to \$70,000 depending on size
 - takes 3-5 years of consistent weeding and trash removal to establish plantings and ongoing, routine maintenance

RIGHT-OF-WAY

The proposed improvements will be constructed within the existing right-of-way. Temporary construction easements will be needed for driveway/entrance reconstruction and grading.

At 2nd Avenue, additional rights-of-way or permanent easements maybe needed for construction of the traffic signal equipment, ADA ramps and other improvements.

On the northeast and southeast corners of 10th Avenue, additional rights-of-way or permanent easements, relocation of signal poles and yard amenities; and construction of ADA compliant ramps and sidewalk maybe needed. During design a full review of right-of-way and easements will be completed for the entire corridor.

UTILITY INFORMATION

Water: Leavenworth Water Department is replacing the existing main and services within this corridor in summer 2016. Coordination effort was performed in spring 2016 to identify and mitigate potential conflicts with the proposed roadway improvements.

Power/Electric: A field check was performed in May 2016 with representatives from Westar, the

City and Affinis to discuss potential pole relocations. The truss pole on the northwest corner of 2nd Avenue poses the biggest challenge. To improve the curb return radius, construct pedestrian crossings and install the new traffic signal, the pole needs to be relocated. Westar will review this intersection along with other poles and lines within the corridor. The preliminary assessment is that any conflicts can be addressed during the design phase.

All other utilities: Other utilities will be contacted during the design phase of the project to verify facility locations, identify conflicts and determine relocations.

Based on GIS mapping it appears that utility facilities at risk of relocation due to the proposed improvements to Thornton Street are within the existing right-of-way. Therefore, facility relocations would be at the expense of the utility agency.

PRELIMINARY OPINION OF PROBABLE PROJECT COST (POPPC)

The preliminary opinion of probable project cost is approximately \$3,950,000. This includes construction with a 20-percent contingency, engineering services fee and right-of-way costs. A detailed summary is included.

PROJECT SCHEDULE

The project schedule will be determined by City staff and will be based on City budget available.

The project may be divided into two phases with each phase being constructed in one year. As an option, the project was divided at Maple Avenue to create two projects:

- 10th Avenue to Maple Avenue, approximately 2,600 linear feet.
- Maple Avenue to 2nd Avenue, approximately 1,400 linear feet.

The POPPC for each project, as well as POPPC for the entire corridor is included with this study.

CONCEPT PLANS

Conceptual plans were prepared and are included with this design memorandum. The plans convey the intent of the project and give a general of the proposed improvements. The POPPC for the project is based on these plans.

CRITERIA FOR DESIGN PHASE

Design Guidelines and References

- General and Technical Specifications, and Standard Details for the City of Leavenworth.
- Current edition of A Policy on Geometric Design of Highways and Streets and Roadside Design Guide by the American Association of State Highway and Transportation Officials.
- Traffic signals, signing, and pavement markings shall be designed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices.
- The current editions of Roadway Design Manual , Drainage Design Manual, Standard Specifications for State Road and Bridge Construction, and standard drawings by the Kansas Department of Transportation.

- The current editions of Kansas City Metropolitan Chapter of the American Public Works Association, Standard Specifications and Design Criteria and standard drawings.
- Roadside Design Guide

Information/references for use during design

- City of Leavenworth aerial and GIS mapping
- Topographic survey, including property information
- Utility Company Information

**THORNTON STREET IMPROVEMENTS
10TH AVENUE TO 2ND AVENUE
August 17, 2016**



PRELIMINARY OPINION OF PROBABLE PROJECT COST					
CONCEPTUAL PHASE				2016 Dollars	
Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	L.S.	1	\$100,000.00	\$100,000.00
2	Traffic Control	L.S.	1	\$50,000.00	\$50,000.00
3	Demolition & removals	L.S.	1	\$100,000.00	\$100,000.00
4	Clearing & grubbing	L.S.	1	\$50,000.00	\$50,000.00
5	Temporary Surfacing (AB-3) (EST)	TON	1,804	\$35.00	\$63,140.00
6	2" Asphaltic Concrete Surface Course KDOT Superpave Performance	TON	1,705	\$80.00	\$136,400.00
7	8" Asphaltic Concrete Base Course KDOT Superpave Performance	TON	6,820	\$80.00	\$545,600.00
8	4" Granular Subbase, AB-3 Compacted	S.Y.	5,134	\$7.00	\$35,938.00
9	6" Granular Subbase, AB-3 Compacted	S.Y.	17,824	\$10.00	\$178,240.00
10	Subgrade stabilization (Triax TS 160) (EST)	S.Y.	1,783	\$10.00	\$17,830.00
11	Modification of Structure	Each	2	\$1,800.00	\$3,600.00
12	6'x4' Curb Inlet	Each	14	\$6,000.00	\$84,000.00
13	8'x4' Curb Inlet Special	Each	1	\$8,000.00	\$8,000.00
14	12'x4' Curb Inlet	Each	1	\$10,000.00	\$10,000.00
14	4'x4' Area Inlet	Each	1	\$4,500.00	\$4,500.00
15	24" RCP Class III Storm Sewer	Each	1090	\$110.00	\$119,900.00
15	30" RCP Class III Storm Sewer	Each	840	\$120.00	\$100,800.00
16	End Section	Each	2	\$1,300.00	\$2,600.00
17	Underdrain Pipe	L.F.	350	\$25.00	\$8,750.00
18	Permanent Pavement Marking	L.S.	1	\$35,000.00	\$35,000.00
19	Signing	L.S.	1	\$8,000.00	\$8,000.00
20	Signal	L.S.	1	\$250,000.00	\$250,000.00
21	Lighting (conduit only)	L.F.	3,978	\$6.00	\$23,868.00
22	24" Standard City Curb & Gutter	L.F.	3,692	\$20.00	\$73,840.00
23	4" Concrete Sidewalk	S.F.	32,235	\$5.00	\$161,175.00
24	6" Concrete Sidewalk (Integral With Wall)	S.F.	2,719	\$8.00	\$21,752.00
25	ADA Ramps	E.A.	24	\$2,100.00	\$50,400.00
26	Concrete Retaining Walls	C.Y.	39	\$1,750.00	\$68,250.00
27	Steps	C.Y.	6	\$1,000.00	\$6,000.00
28	Handrail	L.F.	90	\$150.00	\$13,500.00
29	Concrete Driveway (6")	S.Y.	1,250	\$65.00	\$81,250.00
30	Concrete Commercial Driveway/Alley (8")	S.Y.	254	\$65.00	\$16,510.00
31	Permanent Seeding	ACRE	1	\$2,000.00	\$2,000.00
32	Sodding	S.Y.	1,604	\$7.00	\$11,228.00
32	Temporary Erosion Control	L.S.	1	\$50,000.00	\$50,000.00
33	Best Management Practices City (Service Center)	L.S.	1	\$70,000.00	\$70,000.00
SUBTOTAL					\$2,662,071.00
20% CONTINGENCY					\$532,414.20
TOTAL - CONSTRUCTION COST					\$3,194,485.20
Engineering services (survey, design & bidding)				12%	\$383,340.00
* Property acquisition (permanent & temporary)		S.F.	80,000	\$1.50	\$120,000.00
Construction services				10%	\$319,448.52
TOTAL - PRELIMINARY OPINION OF PROBABLE PROJECT COST					\$4,017,273.72

* Estimate based on 10', both sides of street for entire project

THORNTON STREET (10th Ave. to West of Maple Ave.)	\$1,947,605.40
THORNTON STREET (West of Maple Ave. to 2nd Ave.)	\$2,069,668.32
Total POPPC	\$4,017,273.72

**PRELIMINARY OPINION OF PROBABLE PROJECT COST
CONCEPT STUDY
THORNTON STREET (10th Ave. to West of Maple Ave.)
August 17, 2016**



				2016 Dollars	
Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	L.S.	1	\$50,000.00	\$50,000.00
2	Traffic Control	L.S.	1	\$25,000.00	\$25,000.00
3	Demolition & removals	L.S.	1	\$50,000.00	\$50,000.00
4	Clearing & grubbing	L.S.	1	\$25,000.00	\$25,000.00
5	Temporary Surfacing (AB-3) (EST)	TON	1,015	\$35.00	\$35,525.00
6	2" Asphaltic Concrete Surface Course KDOT Superpave Performance	TON	928	\$80.00	\$74,240.00
7	8" Asphaltic Concrete Base Course KDOT Superpave Performance	TON	3,713	\$80.00	\$297,040.00
8	4" Granular Subbase, AB-3 Compacted	S.Y.	3,243	\$7.00	\$22,701.00
9	6" Granular Subbase, AB-3 Compacted	S.Y.	10,029	\$10.00	\$100,290.00
10	Subgrade stabilization (Triax TS 160) (EST)	S.Y.	1,003	\$10.00	\$10,030.00
11	Modification of Structure	Each	1	\$1,800.00	\$1,800.00
12	6'x4' Curb Inlet	Each	3	\$6,000.00	\$18,000.00
13	8'x4' Curb Inlet Special	Each	1	\$8,000.00	\$8,000.00
14	12'x4' Curb Inlet	Each	1	\$10,000.00	\$10,000.00
14	4'x4' Area Inlet	Each	1	\$4,500.00	\$4,500.00
15	24" RCP Class III Storm Sewer	Each	230	\$110.00	\$25,300.00
15	30" RCP Class III Storm Sewer	Each	370	\$120.00	\$44,400.00
16	End Section	Each	0	\$1,300.00	\$0.00
17	Underdrain Pipe	L.F.	200	\$25.00	\$5,000.00
18	Permanent Pavement Marking	L.S.	1	\$15,000.00	\$15,000.00
19	Signing	L.S.	1	\$3,500.00	\$3,500.00
20	Signal	L.S.		\$250,000.00	\$0.00
21	Lighting (conduit only)	L.F.	2,422	\$6.00	\$14,532.00
22	24" Standard City Curb & Gutter	L.F.	5,316	\$20.00	\$106,320.00
23	4" Concrete Sidewalk	S.F.	19,315	\$5.00	\$96,575.00
24	6" Concrete Sidewalk (Integral With Wall)	S.F.	1,914	\$8.00	\$15,312.00
25	ADA Ramps	E.A.	13	\$2,100.00	\$27,300.00
26	Concrete Retaining Walls	C.Y.	30	\$1,750.00	\$52,500.00
27	Steps	C.Y.	4	\$1,000.00	\$4,000.00
28	Handrail	L.F.	60	\$150.00	\$9,000.00
29	Concrete Driveway (6")	S.Y.	884	\$65.00	\$57,460.00
30	Concrete Commercial Driveway/Alley (8")	S.Y.	203	\$65.00	\$13,195.00
31	Permanent Seeding	ACRE	0.5	\$2,000.00	\$1,000.00
32	Sodding	S.Y.	975	\$7.00	\$6,825.00
32	Temporary Erosion Control	L.S.	1	\$25,000.00	\$25,000.00
33	Best Management Practices City (Service Center)	L.S.	1	\$35,000.00	\$35,000.00
	SUBTOTAL				\$1,289,345.00
	20% CONTINGENCY				\$257,869.00
	TOTAL - CONSTRUCTION COST				\$1,547,214.00
	Engineering services (survey, design & bidding)			12%	\$185,670.00
	Property acquisition (permanent & temporary)	S.F.	40,000	\$1.50	\$60,000.00
	Construction services			10%	\$154,721.40
	TOTAL - PRELIMINARY OPINION OF PROBABLE PROJECT COST THORNTON STREET (10th Ave. to West of Maple Ave.)				\$1,947,605.40

**PRELIMINARY OPINION OF PROBABLE PROJECT COST
CONCEPT STUDY
THORNTON STREET (West of Maple Ave. to 2nd Ave.)
August 17, 2016**



				2016 Dollars		
Item	Description	Unit	Quantity	Unit Price	Extension	
1	Mobilization	L.S.	1	\$50,000.00	\$50,000.00	
2	Traffic Control	L.S.	1	\$25,000.00	\$25,000.00	
3	Demolition & removals	L.S.	1	\$50,000.00	\$50,000.00	
4	Clearing & grubbing	L.S.	1	\$25,000.00	\$25,000.00	
5	Temporary Surfacing (AB-3) (EST)	TON	789	\$35.00	\$27,615.00	
6	2" Asphaltic Concrete Surface Course KDOT Superpave Performance	TON	777	\$80.00	\$62,160.00	
7	8" Asphaltic Concrete Base Course KDOT Superpave Performance	TON	3,107	\$80.00	\$248,560.00	
8	4" Granular Subbase, AB-3 Compacted	S.Y.	1,891	\$7.00	\$13,237.00	
9	6" Granular Subbase, AB-3 Compacted	S.Y.	7,795	\$10.00	\$77,950.00	
10	Subgrade stabilization (Triax TS 160) (EST)	S.Y.	780	\$10.00	\$7,800.00	
11	Modification of Structure	Each	1	\$1,800.00	\$1,800.00	
12	6'x4' Curb Inlet	Each	11	\$6,000.00	\$66,000.00	
13	8'x4' Curb Inlet Special	Each		\$8,000.00	\$0.00	
14	12'x4' Curb Inlet	Each		\$10,000.00	\$0.00	
14	4'x4' Area Inlet	Each		\$4,500.00	\$0.00	
15	24" RCP Class III Storm Sewer	Each	860	\$110.00	\$94,600.00	
15	30" RCP Class III Storm Sewer	Each	470	\$120.00	\$56,400.00	
16	End Section	Each	2	\$1,300.00	\$2,600.00	
17	Underdrain Pipe	L.F.	150	\$25.00	\$3,750.00	
18	Permanent Pavement Marking	L.S.	1	\$20,000.00	\$20,000.00	
19	Signing	L.S.	1	\$4,500.00	\$4,500.00	
20	Signal	L.S.	1	\$250,000.00	\$250,000.00	
21	Lighting (conduit only)	L.F.	1,556	\$6.00	\$9,336.00	
22	24" Standard City Curb & Gutter	L.F.	3,376	\$20.00	\$67,520.00	
23	4" Concrete Sidewalk	S.F.	12,920	\$5.00	\$64,600.00	
24	6" Concrete Sidewalk (Integral With Wall)	S.F.	805	\$8.00	\$6,440.00	
25	ADA Ramps	E.A.	11	\$2,100.00	\$23,100.00	
26	Concrete Retaining Walls	C.Y.	9	\$1,750.00	\$15,750.00	
27	Steps	C.Y.	2	\$1,000.00	\$2,000.00	
28	Handrail	L.F.	30	\$150.00	\$4,500.00	
29	Concrete Driveway (6")	S.Y.	366	\$65.00	\$23,790.00	
30	Concrete Commercial Driveway/Alley (8")	S.Y.	51	\$65.00	\$3,315.00	
31	Permanent Seeding	ACRE	0.5	\$2,000.00	\$1,000.00	
32	Sodding	S.Y.	629	\$7.00	\$4,403.00	
32	Temporary Erosion Control	L.S.	1	\$25,000.00	\$25,000.00	
33	Best Management Practices City (Service Center)	L.S.	1	\$35,000.00	\$35,000.00	
SUBTOTAL					\$1,372,726.00	
20% CONTINGENCY					\$274,545.20	
TOTAL - CONSTRUCTION COST					\$1,647,271.20	
Engineering services (survey, design & bidding)				12%	\$197,670.00	
Property acquisition (permanent & temporary)			S.F.	40,000	\$1.50	\$60,000.00
Construction services				10%	\$164,727.12	
TOTAL - PRELIMINARY OPINION OF PROBABLE PROJECT COST THORNTON STREET (West of Maple Ave. to 2nd Ave.)					\$2,069,668.32	

CONCEPT STUDY
THORNTON STREET (10th Avenue to 2nd Avenue)
 FOR THE CITY OF LEAVENWORTH, KANSAS



INDEX OF SHEETS

SHEET	TITLE
1	COVER SHEET
2	TYPICAL SECTIONS
3-6	PLAN SHEET

See Conceptual Design Memorandum
for additional information.

08-17-2016

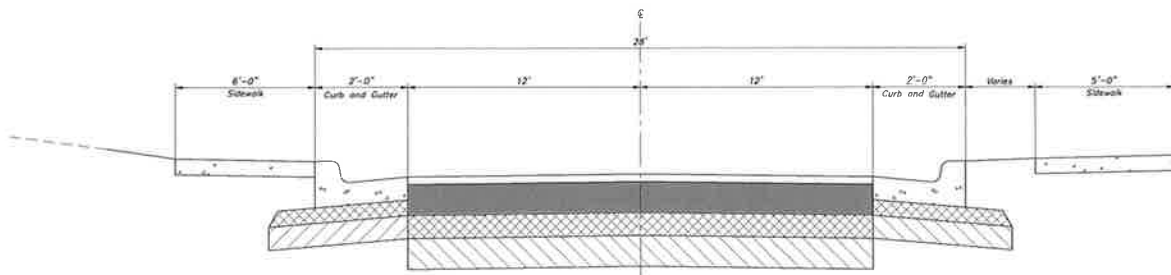
NOTE:

City planimetrics were used to create the plans.
 Scales are placed on drawings for reference only.
 Do not scale plans to verify quantities.

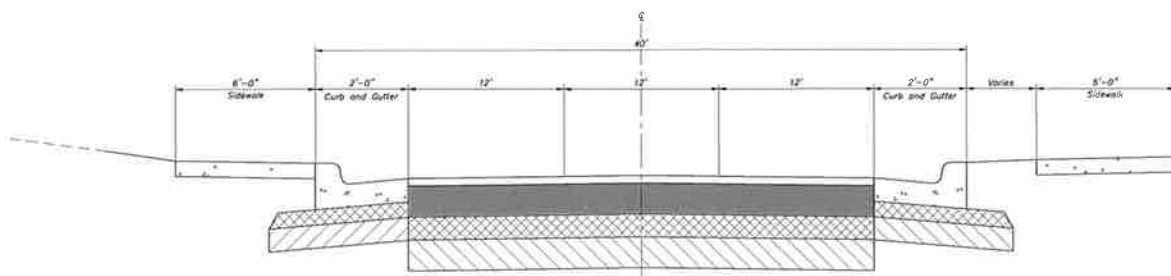
LOCATION MAP



E:\16-0827-01\160827-01\CONCEPT\CONCEPT.dwg



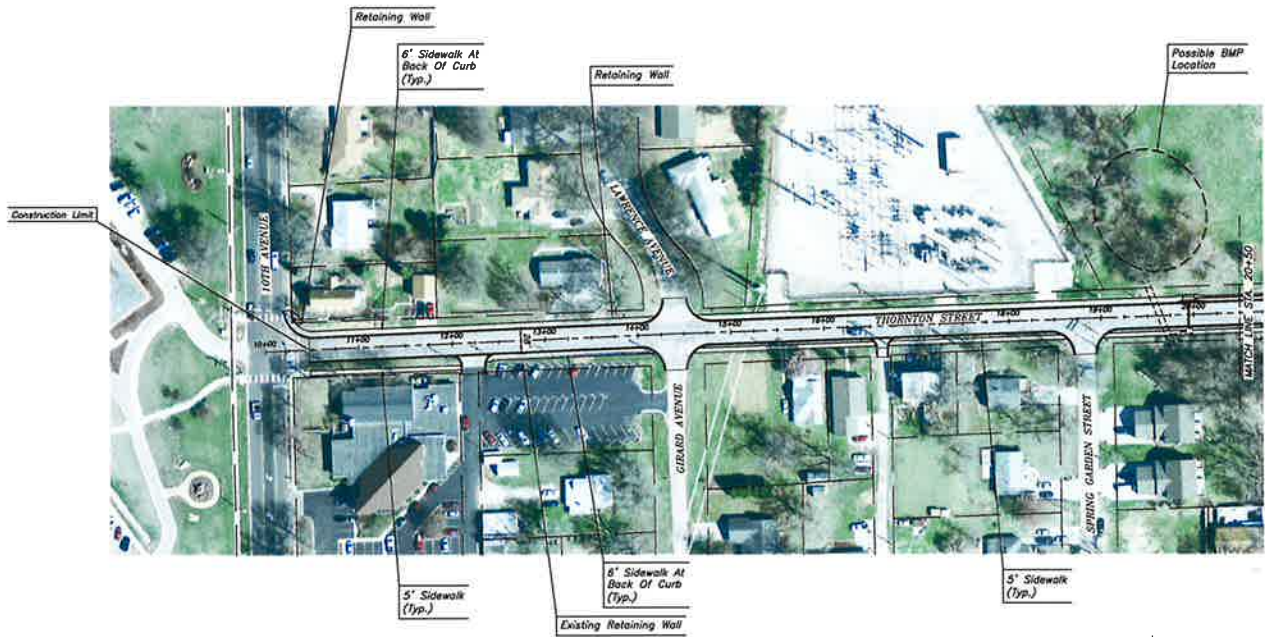
2 LANE TYPICAL SECTION
 Not To Scale
 THORNTON STREET (10th Avenue to 2nd Avenue)



3 LANE TYPICAL SECTION
 Not To Scale
 THORNTON STREET (Maple Avenue to 5th Avenue)

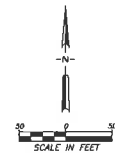
Proposed pavement section will be determined with geotechnical investigation.

2400 Macdonald Street, Suite 108 Oakville, Ontario L6M 3K3 Canada (Phone: 905-882-8833) Fax: 905-882-8838 Email: info@affinis.com Website: www.affinis.com	Affinis CONSULTING ENGINEERS & ARCHITECTS
CITY OF LEAMINGTON, ONTARIO CONCEPT STUDY THORNTON STREET (10th Avenue to 2nd Avenue) TYPICAL SECTIONS	2 2 OF 8

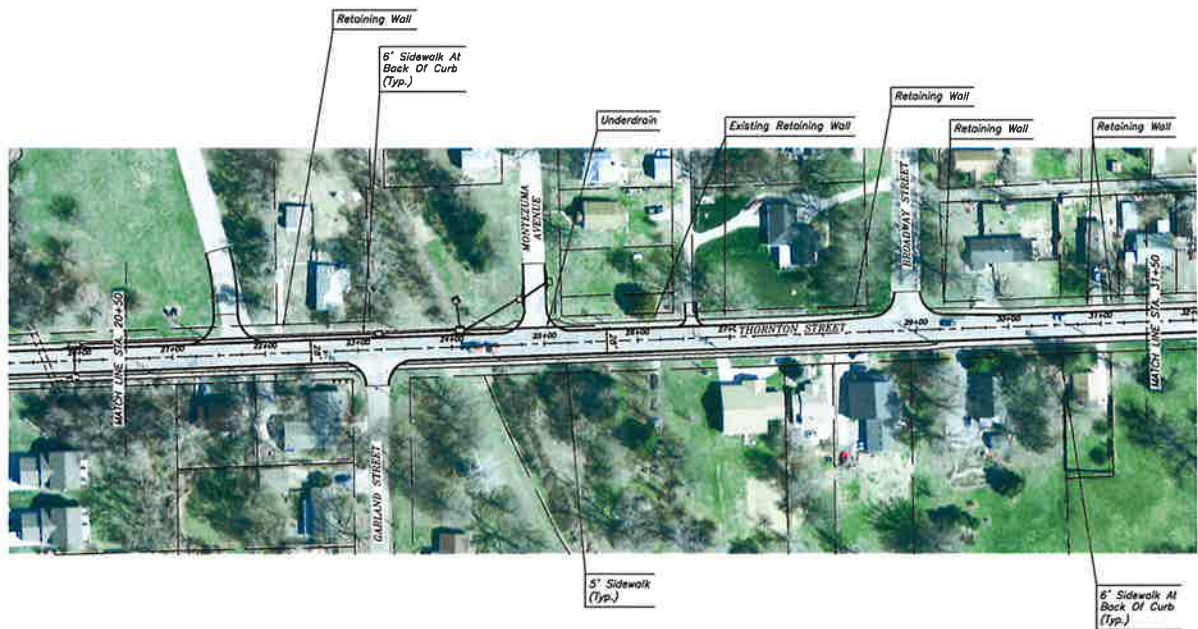




 New Storm Sewer
 Existing Storm Sewer

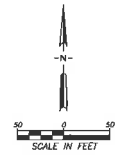
Existing storm sewer was not evaluated for condition or capacity with this study.



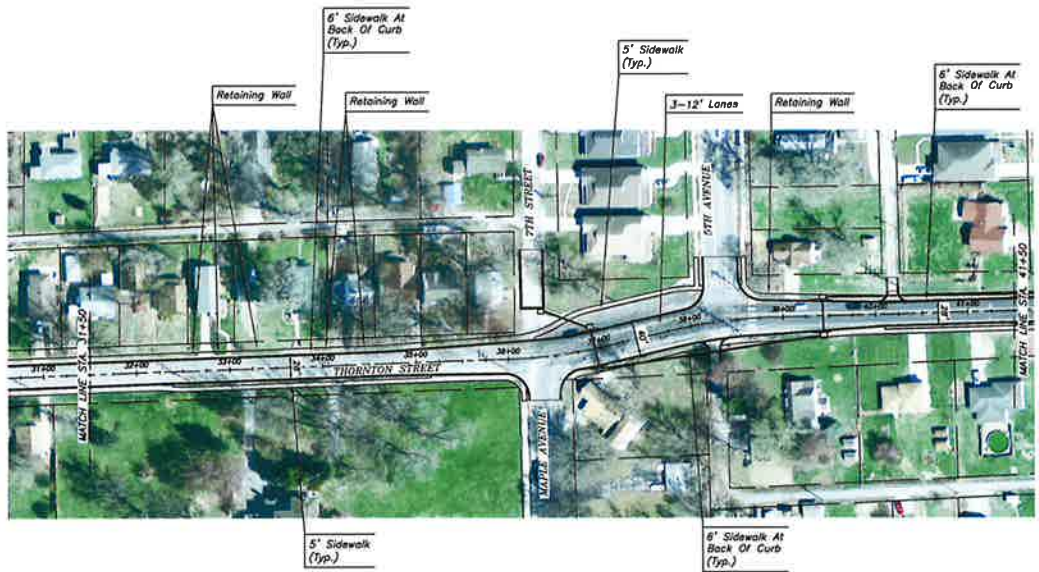
	
1801 West 128th Street, Suite 102 Overland Park, Kansas 66207 Phone: 913-238-1111 Fax: 913-238-1111 www.affinis.com	
ENGINEERS & PLANNERS & CONSULTANTS	
CITY OF LEANINGWORTH, KANSAS CONCEPT STUDY THORNTON STREET (10th Avenue to 2nd Avenue) PLAN	
3 3 of 6	



 New Storm Sewer
 Existing Storm Sewer
 Existing storm sewer was not evaluated for condition or capacity with this study.

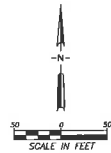


Affinis ENGINEERS • PLANNERS • CONSULTANTS 1811 West 119th Street, Suite 100 Overland Park, Kansas 66213 Tel/Fax: 913.232.2200 Phone: 913.232.4198 www.affinis.us	
CITY OF LEANDERWORTH, KANSAS CONCEPT STUDY THORNTON STREET (10th Avenue to 2nd Avenue) PLAN	
4 4 of 6	

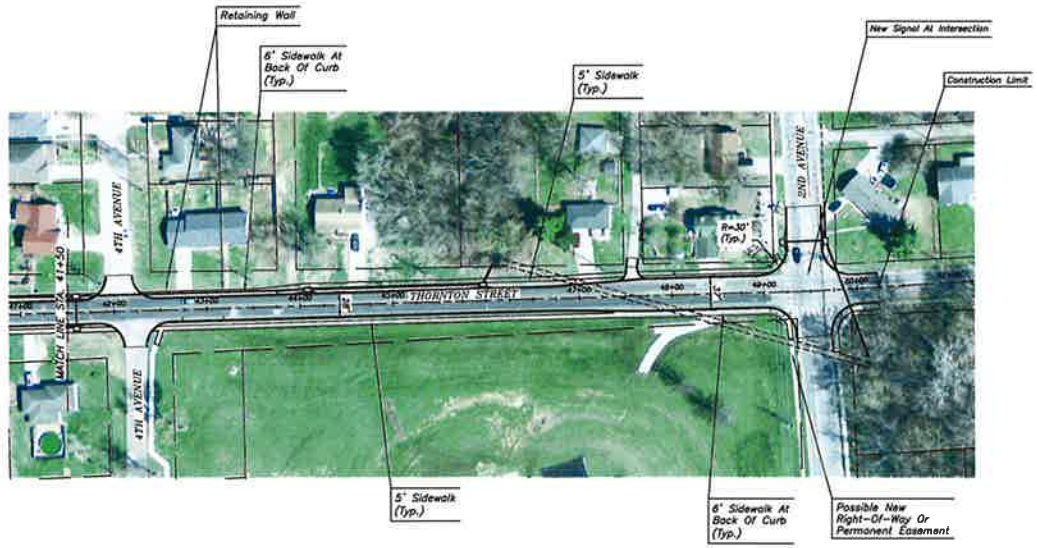




 New Storm Sewer
 Existing Storm Sewer

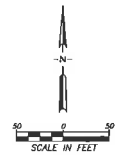
Existing storm sewer was not evaluated for condition or capacity with this study.



<p>100 West 10th Street, Suite 100 Overland Park, Kansas 66111 Phone: 913.238.1111 www.affinis.com</p>	
<p>Affinis ENGINEERS • PLANNERS • CONSULTANTS</p>	
<p>CITY OF LEWENWORTH, KANSAS CONCEPT STUDY THORNTON STREET (10th Avenue to 2nd Avenue) PLAN</p>	
<p>5 of 8</p>	



 New Storm Sewer
 Existing Storm Sewer
 Existing storm sewer was not evaluated for condition or capacity with this study.



PROJECT: Thornton St SHEET: 6 OF 8 DATE: 08/20/2018	
701 West 12th Street, Suite 110 Overland Park, Kansas 66212 Phone: 913.238.4848 Fax: 913.238.1111 www.affinis.com	
 AFFINIS ENGINEERS & PLANNERS - CONSULTANTS PLANNING ENGINEERING ARCHITECTURE	
CITY OF LEWENWORTH, KANSAS CONCEPT STUDY THORNTON STREET (10th Avenue to 2nd Avenue) PLAN	
6 8 OF 8	

Client name: City of Leavenworth, Kansas

Job No.: _____

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

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

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

**Design and Bidding Services for Thornton Street Improvements (10th Avenue to 5th Street)
Project No. 2015-795**

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

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

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

Part A—CONSULTANT's Responsibilities

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

Part B—CLIENT's Responsibilities

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

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

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

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

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

Part C—Additional Services of the CONSULTANT

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

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

Part D—Timeliness of Performance

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

Part E—Payment to the CONSULTANT for Services Rendered

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

1. The CLIENT agrees to pay the CONSULTANT as maximum compensation **\$364,900.00** for the scope of services as defined in Exhibit A. The compensation will be billed detailing the position, hours and appropriate hourly rates (which include overhead and profit) for CONSULTANT's personnel classifications and Direct Non-Salary Costs.
2. The term "Direct Non-Salary Costs" shall include the CONSULTANT payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the CLIENT at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the CLIENT.
3. All billings must be submitted monthly for all services rendered in the previous month. The CONSULTANT will invoice the CLIENT on forms approved by the CLIENT. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of sub-consultant services and detail list of Direct Non-Salary Costs.
4. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the CLIENT and the CONSULTANT prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

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

Part F—General Consideration

1. Standard of Care

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

2. Insurance

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

3. Termination

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

4. Successors and Assigns

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

5. Controlling Law

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

6. Codes and Standard Compliance

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

7. Ownership of Instruments of Service

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

8. Opinion of Probable Construction Cost

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

9. Jobsite Safety

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

10. Dispute Resolution

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

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

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

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

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

11. Information Provided by Others

The CONSULTANT shall indicate to the CLIENT the information needed for rendering of services

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

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

AFFINIS CORP.

CITY OF LEAVENWORTH, KANSAS

By _____
Kristen E. Leathers

By _____

Title _____

Title _____

ATTEST: _____

ATTEST: _____
City Clerk

Approved as to form:

City Attorney

EXHIBIT A**Scope of Services and Schedule**

Scope of Project: The project includes design, plans, special or unique processes and material specifications and construction administration duties through the bidding process for reconstructing Thornton Street between 10th Avenue and 5th Street, approximately 4,700 linear feet. The project includes full-depth pavement, concrete curb and gutter, enclosed storm sewer and a 5-foot concrete sidewalk on both sides of the street. A concept study was prepared in August 2016 and provides a general guideline for design parameters which was used to prepare this scope of services. Construction inspection services will be provided under a separate contract.

General Design Requirements

The consultant shall design the Project in conformity with the state and federal design criteria appropriate for the Project in accordance with the current KDOT Design Manual, Bureau of Design's road memorandums, the current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary, and the current version of the Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.

The Design plans shall be signed and sealed by the licensed Kansas professional engineer responsible for the preparation of the design plans. Geological investigations or studies shall be signed and sealed by the licensed Kansas Geologist responsible for the preparation of the geological investigations or studies. Rights-of-way descriptions shall be signed and sealed by the licensed Kansas land surveyor responsible for the preparation of the rights-of-way descriptions.

Task 1 Preliminary Design**1.01. Data Collection.**

- A. Attend pre-design meeting.
- B. Review design criteria for the project; modify the design memorandum as needed.
- C. Develop detailed design schedule in a format acceptable to the City. Submit a schedule to City, and provide updates at scheduled progress meetings.
- D. Schedule and coordinate project activities with the City.
- E. Field data collection.
 1. Establish land corners.
 2. Conduct topographic field survey. Notify property owners using door hangers prior to beginning field survey. Field locate all irrigation systems.
 3. Contact utilities and field locate horizontal locations of all utilities that respond and mark their facilities. Coordinate and survey pot-hole information for critical vertical utility locations. A maximum of 24 hours is included in the basic scope for this work. If additional time is required, the work will be done under a supplemental agreement.
 4. Stake centerline every 100 feet as may be required by utilities or other entities to plan relocation work.

5. Stake bore hole locations.

F. Ownership and abutting property information.

1. Show City supplied plat on plans.

2. Obtain ownership information.

a. The City shall provide property owner information.

b. The City shall pay the costs associated with ownership and encumbrances (O&Es) information research to the title company. The Consulting Engineer shall coordinate required work with the title company.

3. Review record drawings on abutting projects and subdivisions. Update as required.

G. Develop basemap from survey and property information. Basemap to be at a scale of 1"=20 ft. showing both contours at 2 foot intervals and property lines.

H. The Consulting Engineer shall contract with a City approved geotechnical firm for sub-surface investigations and foundation recommendations. The Consulting Engineer shall pay the costs associated with the work to the geotechnical firm. This cost shall be included in the total compensation fee as outlined in the Engineering/Architectural Services Agreement.

1) Field stake boring locations and elevations, up to 16 locations.

2) In general, locate borings at new retaining wall locations (typically near right of way line), and over storm sewers which may be in the pavement. Field variations of hole locations must be approved by City.

I. Analyze the storm drainage needs along the project.

1. Review watershed areas for all streams and basins draining onto the proposed roadway.

2. Locate all storm drainage system discharges upstream from the project.

3. Check adequacy of existing system to carry flows from additional impervious pavement area.

4. Identify areas to construct Best Management Practices (BMP) within right-of-way or City-owned property. Determine type of BMPs to be used. Design and layout BMP's (excluding inlet inserts) will be completed under a supplemental agreement.

5. The City will perform condition assessment on the existing storm sewer system to determine needed replacement.

J. Prepare an analysis of the construction phasing and traffic control needs to maintain acceptable access to the existing land uses along the project corridor.

K. Coordinate with Westar Energy for street light locations and prepare conduit plan.

1.02 Prepare Field Check Plans

A. Cover sheet.

B. Typical sections.

C. Surface drainage design

a. Drainage area maps.

b. Pavement spread calculations.

- c. Inlet and other structure design calculations
 - d. Hydraulic grade calculations.
 - e. BMP layout and design. Design and layout BMP's (excluding inlet inserts) will be completed under a supplemental agreement.
- D. Plan and Profile sheets
- a. Plan scale = 1"=20 ft.
 - b. Profile scale H:1"= 20 ft., V:1"=10 ft.
- E. Entrance/driveway profiles.
- F. Preliminary traffic signal design and layout for 2nd Avenue intersection.
- G. Preliminary street light conduit plan. Street lighting design and pole locations shall be prepared by Westar Energy.
- H. Preliminary traffic control for construction plan sheets.
- I. Preliminary pavement marking and signing.
- J. Property lines and owner information.
- K. Cross sections every 25 feet.
- L. Integral sidewalk retaining (ISR) wall profiles as required for the project. Up to two (2) non-ISR walls are included in this scope of services.
- M. Erosion & Sediment Control Memo (identify how construction sequencing will impact E & S controls).
- N. Quality assurance review and address comments.
- O. Field Check Plans shall evaluate and include consideration of the following:
- 1. Sidewalk locations, including pedestrian crossings and connections to existing pedestrian access.
 - 2. Impacts to existing trees, landscaping, yard amenities, etc.
 - 3. Utility relocations and conflicts.
- 1.03** Prepare a preliminary opinion of probable project costs (OPPC) should be itemized by unit of work and include right-of-way costs and contingency.
- 1.04** Submit field check plans and opinion of probable construction cost to the City. Prepare and submit request for design exception, if necessary. Including one (1) full-size and one (1) half-size sets of plans.
- 1.05** Submit field check plans to utility companies for their use in preparing plans for relocations
- 1.06** Meet with utility companies to discuss project and begin coordination for relocations. (Assume two (2) meetings)
- 1.07** Meet with City approximately monthly as necessary in connection with Field Check Plans. (Assume three (3) meetings)
- 1.08** Field Check office meeting to be performed with representatives of the Consulting Engineer and the City to review the Field Check plans
- 1.09** Field Check to review site conditions will be conducted with representatives of the Consulting

Engineer and the City.

1.10 Right-of-way and easements for approximately 63 tracts.

A. Describe right-of-way and easements necessary to complete project.

1. Furnish legal descriptions (sealed by Kansas PLS).
2. Furnish necessary title information (City pays for title work, including last deed of record and ownership/encumbrance report).

3. Maps and sketches as follows:

- a. Plan and profile pages showing all proposed takings.
- b. Individual tract maps of takings for each ownership including:

- (1.) Title block
- (2.) Ownership boundaries
- (3.) Existing rights-of-ways and easements
- (4.) Proposed takings identified with text and graphically.
- (5.) Legend for taking type.
- (6.) Graphical scale and north arrow
- (7.) Ownership information
- (8.) Legal description of all takings

4. Legal descriptions shall NOT be labeled as an Exhibit and shall be provided in digital form (Word). Sealed/signed legal descriptions shall be provided in PDF format.

5. Revise legal descriptions and ownerships as required. (Assume 20-percent (10) of tracts change ownership).

B. The Consulting Engineer shall stake in the field the location of rights-of-way and/or easements prior to acquisition and construction as requested by the City, and shall meet with appraisers to identify easement and right-of-way locations. (Assume 20-percent of properties (approximately 12) will be staked.) Staking shall include hubs with lath at property lines or every 100 feet, as needed. The City will provide all appraisal and acquisition services.

1.11 Public Information:

A. Prepare for and attend two (2) public information meetings to explain the project to property owners and key stakeholders, and to receive public comments at a time and place arranged for by the City. The meetings will be at preliminary phase, and at bidding phase after award.

1. Prepare exhibits, including preliminary plans (showing right-of-way taking and easements).
2. Have persons available to explain the proposed work and to answer questions.

B. The Consulting Engineer will be available to meet with City staff and individual property owners as directed by the City to discuss the project at any time throughout the project. (Five (5) individual meetings or up to 16 hours is included in Basic Scope).

C. Provide material to City for their use in posting project related information on City's Web site and cable television channel.

1.12 Permitting:

A. Prepare the necessary plans and applications for permit submission to and approval of City land disturbance and NPDES land disturbance permits. No other permit activities are anticipated to be required under this Basic Scope of Services. If additional permitting is required the work shall be done under a supplemental agreement.

1.13 Prepare for and attend one (1) City Commission meeting.

Task 2 - Final Design**2.01 Prepare final plans.**

- A. Cover sheet.
- B. Typical sections.
- C. Surface drainage design
 - 1. System Layout
 - 2. Storm sewer profiles.
- D. Plan and Profile sheets
 - 1. Plan scale = 1"= 20-ft.
 - 2. Profile scale H:1= 20-ft. V:1"=10 ft.
- E. Intersection details.
- F. Entrance/driveway profiles.
- G. Individual sidewalk ramp design and details per ADA requirements
- H. Traffic signal plans and details.
 - I. Street light conduit plan. Street lighting design and pole locations shall be prepared and provided by Westar Energy.
- J. Pavement marking and signing.
- K. Existing and proposed right-of-way limits with property lines and owner information.
- L. Property schedule, including driveway, restoration and easement taking information.
- M. Cross sections every 25 feet.
- N. Traffic control plan and construction phasing for each phase of the project.
- O. Location of existing utilities and underground facilities.
 - 1. Review each utility company's relocation plans
 - 2. Obtain digital plans of relocation layout. (Assume that half of the utilities cannot provide digital plans conforming to Consulting Engineer's CAD format.)
- P. Retaining wall and/or step layouts, profiles and details.
- Q. Erosion and sediment (E&S) control plans, details and estimated quantities meeting NPDES requirements. Notes on plans shall include the intent of the erosion and sediment controls. Include pay items for each item to be used for E&S control. The E&S control plan shall include sequencing of the controls as may be needed to coordinate with construction phasing.

R. Standard and Special Construction Detail Sheets.

S. Summary of Bid Quantities.

T. Irrigation restoration will be a part of the right of way negotiations and plans are NOT included in the Basic Scope of Services.

U. If required, sanitary sewer relocation plans and/or septic system modifications will be done under a supplemental agreement.

2.02 Prepare final quantities.

2.03 Prepare technical specifications for specific and unique processes and materials, and special provisions.

2.04 The Consultant will incorporate City review comments of preliminary plans.

2.05 Schedule and attend utility coordination meeting as required. (Assume one (1) meeting will be held during final plan production). Staking for utility relocations is NOT included in the Basic Scope.

2.06 Prepare a detailed opinion of probable cost.

A. Include an appropriate contingency.

B. Estimate time required to complete construction.

2.07 Perform quality assurance review and address comments.

2.08 Submit Final plans to City for review, including one (1) full-size and one (1) half-size sets of plans, and one (1) project manual.

A. Prepare necessary special provisions to augment standard specifications.

B. Provide information as needed for City to prepare design summary document.

C. Provide plan modifications based on review comments received from City.

2.09 Submit bid documents to City.

A. Including one (1) full-size and one (1) half-size sets of plans, one (1) project manual, PDF format (22"x34") and GIS shape files.

2.10 Meet with City approximately monthly as necessary during preparation of detailed plans. (Assume three (3) meetings).

2.11 Prepare for and attend one (1) City Commission meeting.

Task 3 Bidding

3.01. Advertise project for bid using Drexel Technologies electronic plan room.

3.02. Answer Contractor questions during the bid period.

3.03. Attend and prepare notes for a pre-bid conference.

3.04. Prepare necessary addenda.

3.05. Attend bid opening, review bids.

3.06. Attend a pre-construction conference with representatives of the City, the successful bidder and utility representatives. Prepare and distribute notes. City shall provide contract documents and plans for Contractor.

3.07. Attend a pre-construction meeting with residents, City, and contractor.

Task 4 Construction Services

4.01 The scope of services needed for construction administration shall be determined prior to advertising the project for bid.

EXHIBIT B

Possible additional services

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

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

EXHIBIT C

Project Schedule

The Consulting Engineer shall complete field check and right-of-way plans, including easement documents (Task 1) by October 27, 2018 and all work necessary to advertise the project for bid by February 19, 2019.

EXHIBIT D

Affinis Corp
2018 Billing Rate Schedule

Professional Services	Billing Rate
Principal	\$235.00
Senior Project Manager	\$215.00
Project Manager	\$175.00
Senior Engineer II	\$170.00
Senior Engineer I	\$165.00
Engineer III	\$145.00
Engineer II	\$120.00
Engineer I	\$107.00
Intern Engineer (IE) II	\$115.00
Intern Engineer (IE) I	\$100.00
Construction Services Manager	\$140.00
Cost Estimator	\$107.00
Senior Cost Estimator	\$152.00
Project Representative II	\$115.00
Project Representative I	\$95.00
Design Technician II	\$125.00
Design Technician I	\$95.00
CADD Technician II	\$85.00
CADD Technician I	\$80.00
Land Surveyor III	\$160.00
Land Surveyor II	\$105.00
Land Surveyor I	\$100.00
Survey Crew Member II	\$95.00
Survey Crew Member I	\$70.00
One-Person Survey Crew	\$125.00
Project Related Support Services II	\$95.00
Project Related Support Services I	\$75.00
Equipment Charges	
Automobile Mileage	\$0.545/mile
Survey Vehicle Mileage	\$0.70/mile
Boat Rental	\$10.00/hour

EXHIBIT E

INSURANCE:

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

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

General Liability:

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

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

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

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

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

liability insurance policies. Upon request CONSULTANT shall furnish certified copies of any insurance policies listed in the Certificate of Insurance.

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

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

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

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

Automobile Liability:

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

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

Workers Compensation:

Statutory

Employers' Liability:

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

Builders Risk/Installation (if required by CLIENT):

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

Umbrella Coverage (if required by CLIENT):

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

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

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

Waiver of Subrogation:

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

Indemnification – Professional Negligence

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

Indemnification – Non-professional Negligence

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

Policy Report
First Consideration Ordinance
Stormwater System Management Program
June 5, 2018

Prepared by:



Paul Kramer
City Manager

Issue:

The issue before the City Commission is to consider and ordinance establishing a Stormwater System Management Program.

Background:

The City Commission began the process of evaluating a program to dedicate a revenue stream to maintenance of the overall stormwater system in April 2017. In the course of more than 15 public meetings, the Commission looked at methods, rates and program details related to the proactive management of a vast system of creeks, pipes, ditches, culverts, etc., that make up the system. A summary of those efforts are included at the end of this policy report.

Action

Consensus to place an ordinance on first consideration to establish the Stormwater System Management Program.

Attachment:

- April 3, 2018 Policy Report summarizing the issue in detail
- Draft ordinance

Policy Report
Storm water fee program
April 3, 2018

Prepared by:

Paul Kramer
City Manager

Issue:

In general, a storm water system is an interconnected and interdependent collection of methods to move water away from homes, businesses, public areas, parks, parking lots, streets, etc., into areas designed to dissipate or convey water into appropriate outlets. Storm water systems are vulnerable to age, materials, development and deferred maintenance.

The City of Leavenworth storm water system includes stone arches, clay tile pipes, corrugated metal pipes, wooden culverts, open ditches, creeks, streams, detention basin and more. All aspects of that system are part of the solution, and much of the system is failing across the City. The system is wide-ranging and the majority of issues addressed by the City are not tied to individual properties. For example, the City intakes drainage from more than 300 acres of federal property north of Metropolitan Avenue. That water enters the City and must be routed safely through the system and eventually to the river (through a series of channels, culverts, pipes and three-mile creek). That specific part of the system is failing in many areas and must be addressed. A second example is 100-year-old stone arches under Fourth Street through the downtown. The cost to repair those will be in the millions of dollars, and are only a matter of when, not if, they become a necessity.

The obvious question is: how does the City fund the combined repairs to the overall system that are estimated to be \$70-\$85 million. The storm water fee is a means to address the problem fairly and equitably across all properties inside the City limits, including residential rates and tiers for commercial and industrial properties. In essence, this is a city-wide problem that requires a city-wide solution.

Background:

In 1994, the City hired Black & Veatch to complete a Storm Drainage Master Plan. The process for drafting the plan included establishing a Citizen Storm Water Advisory Committee, distributing citizen surveys, reviewing legal and technical issues, evaluating implementation of a storm water system computer model, and preparing a Capital Storm Water Improvement Master Plan. The plan was accepted by the Commission in 1997; plan recommendations included:

- The Public Works Department should increase the amount and frequency of maintenance of the storm water maintenance system, especially regarding roadside ditches.
- Evaluate the identified problems and recommendations in the water-shed subsystems outside the City boundaries.

- Analysis for the Three Mile and Five Mile Creek watersheds should be carried forward to preliminary design level analysis.
- Properly plan and develop the conveyance system and timing of improvements. The City should consider increasing its technical staff in engineering and GIS.
- Install a rainfall and stream flow monitoring system to establish peak run-off rates and flood elevations.
- **Consider the implementation of a storm water utility to fund capital improvement projects and the operation and maintenance of the drainage system.**

To this point, the City has undertaken as many of the recommendations in the report possible without an independent, substantial and guaranteed source of revenue, including:

- The Street Operations Division has been significantly more aggressive in the re-establishment of ditches and driveway tube maintenance, to include the ditching of non-curbed streets in conjunction with and prior to the asphalt overlay of the street in the pavement management program.
- Staff now reviews all site grading plans for residential subdivisions, commercial, and industrial developments with an emphasis on drainage patterns, storm water detention, water quality issues, and minimum building floor elevations.
- FEMA maps were updated in 2015 and significant improvements have been undertaken along Three Mile Creek with the construction of; the Cherokee Bridge, the Broadway Bridge, the Sixth Street Bridge, the 3 Mile Creek Trail, the replacement of the Second Street Bridge.
- Many locations identified in residential areas have been addressed throughout the years since the passing of the plan through normal maintenance and/or the replacement of infrastructure.
- GIS staff implemented a mapping and information system that rivals the quality of many larger cities.
- Rainfall and stream flow monitoring systems have been installed in various locations throughout the City and are continually monitored to provide accurate data for current construction projects and planning of future projects.

For various reasons, past City Commissions have elected not to implement a storm water program fee. In the 21 years since the Black and Veatch plan was accepted, the City's storm water system has continued to decay.

Storm water fee:

In April 2017, staff brought the issue of a dedicated storm water fee to the City Commission Goal-Setting Session. Following a May 2017 Study Session consensus to move forward with the concept, staff focused on the following areas: 1) Funding Structure; 2) Collection Methods; and 3) the Management Plan.

1) Funding Structure

During a series of public meetings in 2017 – starting at the June 6, 2017 meeting – staff brought forth three recognized methods for assessing a storm water fee, ranging from simple to complex. To recap, the initial presentation included the following:

1. Simple, set rate formula

Assess as a fee on property tax statement or monthly billing (Bonner Springs)		
Residential	\$3.00 per month	\$36.00 annually
Non-Residential	\$5.50 per month	\$66.00 annually

This method is the easiest to implement and differentiates between residential and non-residential users. However, it lacks the ability to differentiate between large and small non-residential users, which could impose larger burdens on small businesses and limit the overall ability to generate sufficient revenue to make an impact.

2. Set rate, with non-residential multiplier

Collects either monthly on the water/sewer bill or some variation (Atchison, Topeka, Hays, Hutchison use variations on this method)		
Single Family	\$4.00 per month	\$48.00 annually
Multi-family, Commercial, Industrial	\$4.00 per month per ERU	

This method differentiates between single-family in one class and multi-family residential, commercial, and industrial in another class. This method introduces the requirement to do impermeable area calculations for all non-single-family properties in the City.

3. Complex calculation including ERUs, impermeable surface calculation, etc.

Lawrence collects fees as an assessment on the property tax statement		
Total impervious surface is not known for every residential property; therefore the number of ERUs is based on building footprints as follows:		
Single Family Footprint (building sq. ft.)	ERU	Monthly Charge
Up to 1,000	.67	\$2.76
1,001 to 1,800	1.00	\$4.12
1,801 to 3,000	1.25	\$5.15
3,001 to 4,800	1.80	\$7.42
4,800 +	2.50	\$10.30
Commercial, Industrial (total area of impervious surface)		\$4.12 per month per ERU

This method creates different billing amounts for the different sizes of residences throughout the city by using the multiplier of the ERU. The use of the actual impervious surface area of the commercial and industrial allows the City to differentiate between large and small non-residential

uses. However, it does not separate multi-family from a commercial use. The complex calculations are only performed once per year for the property tax billing.

(An Equivalent Residential Unit (ERU) is the area of impervious surface on an average single family residential property, and is generally seen as a constant value across the community. The ERU value will vary by community, for example:

- *City of Lawrence ERU 2366 sq. ft.*
- *City of Topeka ERU 2018 sq. ft.*
- *City of Ottawa ERU 2600 sq. ft.*

**There is currently no ERU calculation for the City of Leavenworth)*

At the end of the process, the Commission, with input from the public and staff, selected method #1, but modified it to create more classifications. Using a calculation of impermeable area or ERUs introduces a variety of variables, including number of structures, onsite storm water management methods and other property characteristics – and would require the City to determine how to address each variable. The tiered, flat-rate system also corresponds with the concept of creating a method to properly maintain a citywide system, while not over burdening any segment of the population. Throughout 2017, and specifically following public comment at a November 2017 Study Session, that structure was again modified, and currently is reflected in the spreadsheet attached to this report.

2) Collection Methods

Throughout the public process in 2017, collection methods were discussed, at-length. There are two collection options that nearly all entities chose from: inclusion on a monthly utility bill, or as part of a property tax statement. Given the fact that the City outsources it's billing to a third party (the Leavenworth Water Department), the collection method received heightened scrutiny during the process. To recap, the collection methods are:

Monthly billings:

Staff has had discussions with water department personnel regarding the practice of collecting the fee on the monthly water department billing as is currently done with the trash and sewer charges. It is anticipated that only properties with water meters or refuse service would receive a bill. A number of items and issues associated with using waterworks were identified.

- The water department is implementing a new internet billing system. (Any impact to the billing procedure and any additional costs to the City is unknown at this time)
- The water department will charge an account set-up fee of \$15,000 - \$20,000 to set up the billing accounts for storm water and they will also charge a monthly fee in the approximate amount of five percent of monthly revenue (in addition to the fees charged to collect refuse and sewer bills). The set-up work being done by the water department personnel will take approximately four to six months to complete.
- Income from the fee would be received on a monthly basis. It is expected that failure to pay the fee would be handled by the waterworks through shut-off of the water meter, although that has been in question in the past.
- The burden of the fee payment would be on the resident, who possibly is not the property owner.

Property tax billings:

The other option discussed for collecting the fee is to place it as a fee on the annual property tax statement which is mailed to the OWNER of any property that has a building. Important details of this method are presented below:

- Fee Collection could be implemented starting July 1, 2018 provided all fees or assessments are certified to the county clerk by the 2nd week in August for inclusion on the December tax statements.
- Income from the fee would be received by the City twice a year. There are no collection fees associated with adding this fee, and failure to pay the fee is handled as a failure to pay taxes by the county.
- This method places the burden of paying the fee on the property owner who may or may not be the resident at that address.

At the end of the process, the Commission, with input from the public and staff, selected to collect the dedicated revenue through property tax billings.

3) Management Program

The implementation of the storm water fee will require the adoption of a Comprehensive Storm Water Management Program. Included is a draft outline of the program. The document identifies five program goal activities.

- Address chronic flood-prone areas with drainage improvement projects to reduce the occurrence of property flood damage.
- Review, enact, and enforce ordinances, policies, and design criteria as necessary to manage the floodplain and prevent future flooding.
- Perform routine maintenance of the City's storm drainage system to maintain its intended capacity and condition.
- Enhance water quality to preserve the natural environment while maintaining compliance with the City's Kansas Water Pollution Control Permit
- Develop a large-item capital improvement program list, potentially to include issuing debt to gain greater economies of scale

The implementation of the program will require additional staff (a project coordinator) and additional equipment for the current staff. We anticipate the following activities to occur if the fees are adopted.

1. Within six months after initiation of the fee, the hiring of a project coordinator to facilitate the Storm Water Management Program.
2. Priority ONE beginning at the initiation of the program would be to address the growing list of resident calls that have identified storm water system issues and orange

fence on their properties. (These locations can be addressed fairly expeditiously through the use of consultants and outside contractors once the funding is established.)

3. Beginning within eighteen months after implementation, staff anticipates the following additional programs to be under development:

- **Curb Inlet Replacement Program** – This would address the failing brick & concrete block curb inlets throughout the City. Most projects can be completed using city staff, although a sufficiently large number of locations will require use of a contractor to complete the work.
- **Corrugated Metal Pipe (CMP) Program** – Identify and prioritize repair of CMP. This would address the corrugated metal pipe that is in an advanced state of deterioration where lining would not be feasible. Projects of this type would be completed by outside contractors.
- **Lining Program** – In areas where “dig and replace” is not an option or recommended due to pipe condition, depth, and/or location. Projects of this type would be completed by outside contractors.
- **Brick & Stone Arch Replacement Program** – This would be a proactive program that will address the numerous very old street crossings and drainage structures throughout the City. Projects of this type would be completed by outside contractors.
- **Stream Bank & Stream Way Restoration Program** – This would be a proactive program that will address the removal of the brush and trees that are growing along the stream that inhibit the efficient flow of storm water during peak flow events. Projects of this type would be completed by City staff, inmate work crews and outside contractors.

4. Project priority sheets will be reviewed with the City Manager. It is anticipated that most projects can be addressed within the funding stream created from the fees. Larger or high priority projects may need to compete for CIP funds.

Final development of this program will include the input and expertise of the Storm Water Project Coordinator.

Next steps:

The summary included represents the status of the issue to date. The City Commission recently took a significant step toward implementation of a dedicated storm water fee with the passage of a Charter Ordinance. The next step would include the adoption of a program providing the details – substantially the items included above – in a draft ordinance. The issue is before the Commission for further discussion.

(Summary Publish in the Leavenworth Times on _____)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEAVENWORTH, KANSAS,
ESTABLISHING A NEW CHAPTER 103 OF THE LEAVENWORTH
CODE OF ORDINANCES, RELATING TO STORMWATER UTILITY.**

WHEREAS, on February 13, 2018, the Governing Body approved Charter Ordinance No. 58, which became finally effective as of May 9, 2018, exempting the City from the provisions of the Kansas Water Pollution Act, K.S.A. 12-3101 *et seq.*, such that the City may have subsequently provided for the creation of a stormwater management program and a stormwater utility fee for the City of Leavenworth;

WHEREAS, the Governing Body wishes to create a stormwater utility for the City of Leavenworth, Kansas; and

WHEREAS, the Governing Body has determined that a new Chapter 103 should be established in the Leavenworth Code of Ordinances for such stormwater utility, management program, and fee.

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

Section 1. That a new Chapter 103 of the Leavenworth Code of Ordinances is hereby established to read as follows:

Chapter 103

STORMWATER MANAGEMENT

Article I. Stormwater Management Utility

Sec. 103-1. Definitions. In addition to the words, terms and phrases elsewhere defined in this Article, the following words, terms and phrases, as used in this Article, but only for the purposes of this Article, shall have the following meanings:

- (a) *Bonds* means revenue or general obligation bonds or notes heretofore or hereafter issued to finance the costs of stormwater management.
- (b) *Building Permit* means a permit issued by the Building Inspector/Code Administrator which permits construction on a structure.
- (c) *City* means the City of Leavenworth, Kansas.
- (d) *City Commission* means the governing body of the City.

- (e) *Costs of Capital Improvement* means costs incurred in providing capital improvements to the stormwater management system or any portion thereof including, without limitation, alteration, enlargement, extension, improvement, construction, reconstruction, and development of the stormwater management system; professional services and studies connected thereto; principal and interest on bonds heretofore or hereafter issued, including payment of delinquencies of principal and interest due on bonds that are otherwise payable from special assessments; studies related to the operation of the system; costs of the stormwater management service fee study, performed to establish stormwater management service fees for the stormwater utility and to determine other start-up costs of the stormwater utility; costs related to the National Pollutant Discharge Elimination System Permit study, application, negotiation and implementation, as mandated by federal and state laws and regulations; acquisition of real and personal property by purchase, lease, donation, condemnation or otherwise, for the stormwater management system or for its protection; and costs associated with purchasing equipment, computers, furniture, etc., necessary for the operation of the system or the utility.
- (f) *Debt Service* means an amount equal to the sum of (i) all interest payable on bonds during a fiscal year, and (ii) any principal installments payable on the bonds during such fiscal year.
- (g) *Developed Property* means real property, other than undisturbed property, vacant property, or exempt property.
- (h) *Director* means the person appointed by the City Manager to be the Director of the City's Public Works Department or the Director's designee.
- (i) *Effective Date* means the date this ordinance is published in the official City newspaper and, pursuant hereto, takes effect.
- (j) *Exempt Property* means public right-of-way, public trails, public streets, public alleys, public sidewalks, and public lands and/or easements upon which the public stormwater management system is constructed and/or located.
- (k) *Fiscal Year* means a twelve (12)-month period commencing on the first day of January of any year.
- (l) *Multifamily Dwelling Unit* means an individual residential dwelling unit (whether an apartment, loft, condominium, duplex unit, or otherwise) which unit itself is not a single family residential property, but which unit may be located on or as part of single family residential property or nonresidential developed property. A multifamily dwelling unit may include, but need not be limited to, a Dwelling in Mixed-Use Structure, an

Attached Dwelling, an Elderly or Retirement Home Dwelling, a Live/Work Dwelling, a Multi-Family Dwelling, a Townhouse Dwelling, a Two-Family Dwelling, an Apartment, as such terms are defined or described in the City's Development Regulations, as adopted and amended from time to time.

- (m) *Nonresidential Developed Property* means developed property other than single family residential property or a multifamily dwelling unit (both as classified by the City), and includes commercial property and industrial property.
- (m) *Operating Budget* means the annual stormwater utility operating budget adopted by the City for the succeeding fiscal year.
- (o) *Operations and Maintenance* means, without limitation, the current expenses, paid or secured, for operation, maintenance and repair and minor replacement of the system, as calculated in accordance with generally accepted accounting practices, and includes, without limiting the generality of the foregoing, insurance premiums, administrative expenses including professional services, equipment costs, labor costs, and the cost of materials and supplies used for current operations.
- (p) *Public Stormwater Management System* means all elements of the stormwater management system that have been officially dedicated to and accepted by the City.
- (q) *Single Family Residential Property* means developed property used for single family detached dwelling units. For purposes of this Article, if multiple single family detached dwelling units (including but not limited to mobile homes) are located on one parcel of single family residential property, then each such unit shall be treated as a separate single family residential property.
- (r) *Revenues* means all rates, fees, assessments, rentals, charges or other income received by the stormwater utility in connection with the management and operation of the stormwater management system, including amounts received from the investment or deposit of monies in any fund or account, as calculated in accordance with generally accepted accounting practices.
- (s) *Stormwater Management Service Fee* means a fee authorized by this Article, as set forth in a resolution or an ordinance adopted or amended by the City Commission, established to pay operation and maintenance, costs of capital improvements, debt service associated with the stormwater management system, and other costs included in the operating budget.
- (t) *Stormwater Rate* means a rate or fee structure for the stormwater management service fee, established by City Commission resolution or

ordinance, charged for each property within the City that established by this Article or by a City Commission resolution or ordinance to be subject to such stormwater rate. The stormwater rate may be established on a residential property, multifamily, nonresidential property, commercial, industrial, square footage, or other basis as the City Commission may determine.

- (u) *Stormwater Management System, Sewer System, or System* means storm sewers that exist on the Effective Date or that are hereafter established, and all appurtenances necessary in maintaining and operating the same, including, but not limited to the following, to the extent owned or controlled by the City: pumping stations; enclosed storm sewers; outfall sewers; surface drains; street, curb and alley improvements associated with storm or surface water improvements; arches; pipes; natural and manmade wetlands; channels; ditches and culverts; rivers, streams, and creeks; wet and dry bottom basins; and other flood control facilities and works for the collection, transportation, conveyance, pumping, treatment, control, management, and disposal of storm or surface water or pollutants originating from or carried by storm or surface water.
- (v) *Stormwater Utility or Utility* means the utility created by this Article to operate, maintain and improve the stormwater management system and for all other purposes, as set forth in this Article.
- (w) *Undisturbed Property or Vacant Property* means real property that has not been altered from its natural condition in a manner such that the entrance of water into the soil matrix is prevented or retarded, or real property that is not single family residential property or nonresidential developed property, a multifamily dwelling unit, or exempt property.

Sec. 103-2. Creation of a Stormwater Utility; Findings and Determinations.

(a) Pursuant to the provisions of K.S.A. 12-3101, *et seq.*, as chartered out of by the City pursuant to Charter Ordinance No. 58, the City's general home rule authority, nuisance abatement authority, police powers and all other authority, the Leavenworth City Commission does establish a stormwater utility and declares its intention to operate, construct, maintain, repair and replace the public stormwater management system and operate the stormwater utility.

(b) The City Commission finds, determines, and declares that the elements of the stormwater management system providing for the collection, conveyance, detention, retention, treatment and release of stormwater benefit and provide services to real property within the incorporated City limits. The benefits of the stormwater management system include, but are not limited to, the provision of adequate systems of collection, conveyance, detention, retention, treatment and release of stormwater; the reduction of hazards to property and life

resulting from stormwater runoff; improvement in general health and welfare through reduction of undesirable stormwater conditions; improvement of water quality in the storm and surface water system and their receiving waters; and appropriate balancing between development and preservation of the natural environment.

Sec. 103-3. Administration. The stormwater utility, under the supervision of the Director, shall have the power to:

- (a) administer the acquisition, design, construction, maintenance, operation, extension and replacement of the stormwater management system, including any real and personal property that is, will become a part of, or will protect the system;
- (b) administer and enforce this Article and all regulations, guidelines and procedures relating to the design, construction, maintenance, operation and alteration of the stormwater management system, including but not limited to, the flow rate, volume, quality and/or velocity of the stormwater conveyed thereby;
- (c) advise the City Commission on matters relating to the stormwater management system;
- (d) review plans concerning the creation, design, construction, extension and replacement of the stormwater management system and make recommendations to the City Commission;
- (e) make recommendations to the City Commission concerning the adoption of ordinances, resolutions, guidelines and regulations in furtherance of this Article and/or to protect and maintain water quality within the stormwater management system, in compliance with water quality standards established by state, county, regional and/or federal agencies, as now adopted or hereafter adopted or amended;
- (f) analyze the cost of services and benefits provided by the stormwater management system and the structure of fees, service charges, fines and other revenues of the stormwater utility at least once each year;
- (g) make recommendations to the City Commission concerning the cost of service and benefits provided by the stormwater management system and the structure of fees, service charges, fines and other revenues of the stormwater utility; and
- (h) administer programs established pursuant to this Article or pursuant to ordinances, resolutions, regulations or guidelines hereafter adopted by the City Commission that provide for credits and/or incentives which reduce stormwater management service fees imposed against properties.

Sec. 103-4. Operating Budget.

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

Sec. 103-5. Stormwater Management Service Fee.

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

has been issued for that new nonresidential developed property, regardless of whether a certificate of occupancy has been issued.

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

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

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

Sec. 103-6. Appeal Procedure.

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

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

may appeal the calculation or finding to the City. The owner/appellant must file a written notice of appeal with the City Clerk by no later than December 1 of the calendar year for which the stormwater management service fee is applicable. The appealing party shall provide information concerning the basis of the appeal, and any other information that the Director shall request to the appellant. The City Clerk will set an appeal date within seven (7) days after the date the timely and fully-completed appeal notice is filed with the City. The City Manager or his/her designee will provide a decision in writing on the appeal with seven (7) days after the scheduled appeal date.

- (b) In all instances, the burden of proof shall be on the appellant to demonstrate, by clear and convincing evidence, that the determination of the Director, from which the appeal is being taken, is erroneous.
- (c) The filing of a notice of appeal shall not stay the imposition, calculation or duty to pay the fee. The appellant shall pay the stormwater management service fee, as stated in the billing, to the Leavenworth County, Kansas, Treasurer. If the City determines that the appellant should not pay a fee, or should pay a fee amount less than the amount appealed from, the City shall issue a check to the appellant in the appropriate amount within ten (10) business days after the date of the applicable written decision, which in no event shall be more than the amount of the fee paid by the appellant as of the date the check is issued.
- (d) The decision of the City Manager or his/her designee shall be final.

Sec. 103-7. Stormwater Management Service Fee Collection.

- (a) The stormwater management service fee shall be billed by the Leavenworth County, Kansas, Clerk and collected by the Leavenworth County, Kansas, Treasurer. The stormwater management service fee shall be shown as a separate item on the County's annual ad valorem property tax statement, in accordance with the procedures established in an agreement, pursuant to K.S.A. 12-2908, between the City and the County, as hereby authorized. The payment of stormwater management service fee bills for any given property shall be the responsibility of the owner of the property that is provided service by the stormwater system.

- (b) Stormwater management fees shall be subject to interest and penalties for late payment, which interest and penalties shall be the same as that imposed for late payment of ad valorem property taxes collected by the County, and, as and to the extent permitted by applicable law, shall be assessed, shall constitute a lien and be collected by the County in the same manner as late charges are assessed and collected by the County for ad valorem property taxes, regardless of whether the stormwater management service fees were incurred when a property owner was in possession of the property or a non-owner was in possession of the property.

Sec. 103-8. Stormwater Utility.

Stormwater management service fees collected by the City shall be paid into a fund that is hereby created and shall be known as the "Stormwater Utility Fund." This revenue shall be used for the purpose of paying costs of capital improvements, administration of the stormwater utility, operation, maintenance and debt service of the stormwater management system, and to carry out all other lawful purposes of the utility. In addition, fund transfers from this fund to the Bond and Interest Fund may be made to pay debt service on bonds issued by the City to fund the City's stormwater management activities.

Sec. 103-9. Issuance of Sewer Revenue Bonds; Requirements.

- (a) Having chartered out of, and exempting the City from, the provisions of the Kansas Water Pollution Act, K.S.A. 12-3101, pursuant to Charter Ordinance No. 58, the City Commission shall have the power to use any unencumbered municipal revenues and/or to issue revenue bonds from time to time in its discretion, without an election, to finance the planning, altering, enlarging, extending, improving, constructing, and reconstructing the Stormwater Management System. Such bonds shall be made payable, as to both principal and interest, solely from the income, proceeds, revenues, and funds of the City derived from or held in connection with its Sewer System or Sewer Systems; provided, however, that payment of these bonds, both as to principal and interest, may be further secured by a pledge of other unencumbered municipal revenues and/or of any loan, grant, or contribution from the federal government, the State of Kansas, other states, counties, cities, drainage districts, public bodies of the state, or any person.
- (b) Bonds issued under this section shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and shall not be subject to the provisions of any other law relating to the authorization, issuance, or sale of bonds. Bonds issued under the provisions of this section are declared to be issued for an essential public purpose and governmental purpose and, together with interest thereon and income therefrom, shall be exempted from all taxes as and in accord with the law of any applicable taxing jurisdiction.

- (c) Bonds issued under this section shall be authorized by ordinance or resolution of the City Commission and may be issued in one or more series and shall bear such date or dates, be payable on demand or mature at such time or times, bear interest at such rate or rates, not exceeding the maximum rate of interest prescribed by law (including K.S.A. 10-1009), be in such form, have such rank or priority, be executed in such manner, and have such other characteristics as may be provided by such ordinance or resolution.
- (d) Pending the issuance of revenue bonds authorized by this section, the City Commission may issue revenue anticipation bonds of the City for the purpose of providing interim financing for a project, such revenue anticipation bonds being payable from revenue bonds issued to provide permanent financing for activities authorized by this Article and the income, proceeds, revenues, and funds of the City derived from or held in connection with its Sewer System.

Sec. 103-10. Severability.

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

Section 2. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official city newspaper.

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

Mark Preisinger, Mayor

{SEAL}

ATTEST:

Carla K. Williamson CMC, City Clerk

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

JUNE 5, 2018


Carla K. Williamson, CMC City Clerk


Paul Kramer, City Manager

ISSUE:

Consider amending Appendix F, Schedule of Fees of the City's Code of Ordinances.

BACKGROUND:

In accordance with the establishment of new Chapter 103 of the Leavenworth Code of Ordinances related to Stormwater Utility it is necessary to amend the City's Appendix F, Schedule of Fees of the City's Code of Ordinances to implement the fees associated with the Stormwater Utility.

Attached is the proposed, Appendix F, Schedule of Fees. The additions of the fees associated with Chapter 103 are listed on page 12 of the document.

ACTION:

Place on first consideration Ordinance amending Appendix F, Schedule of Fees.

ATTACHMENTS:

- Draft Appendix F. Schedule of Fees
- Draft Ordinance

(Summary Publish in the Leavenworth Times on _____)

ORDINANCE NO. _____

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

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

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

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

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

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

Section 5. This ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in force and effect from and after its passage, approval, and publication in the official city newspaper.

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

{SEAL}

Mark Preisinger, Mayor

ATTEST:

Carla K. Williamson, CMC, City Clerk

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

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

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

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

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

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

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

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
22	753	Fence Permit		Fence Permit fee	\$20.00
22	795	Industrial Maintenance License		Application fee	\$200.00
22	796	Industrial Maintenance License		Renewal Fee	\$200.00
26	BUSINESSES				
26	26	Special Use Permit Annual License	Mar 1 - Feb 28	Annual license fee for approved special use permits	\$25.00
26	92	Massage Establishments, Bathhouses, Modeling Studios, Tattoo Establishments and Body Painting Studios:			
26	92	Business Permit	Jan 1 - Dec 31	Initial Fee	\$350.00
26	92	Business Permit Renewal	Jan 1 - Dec 31	Renewal Fee	\$175.00
26	107	Employee Permit	Jan 1 - Dec 31	Employee Fee	\$50.00
26	187	Auction License	Daily	New goods public auctions	\$30.00
26	187	Auctioneer License	Daily	Auctioneers, other than those conducting new goods public auctions	\$30.00
26	187	Auctioneer License	Mar 1 - Feb 28	Auctioneers, other than those conducting new goods public auctions	\$150.00
26	211	Bill Posters, Distributors and Painters	Daily	Per Person	\$10.00
26	211	Bill Posters, Distributors and Painters	Weekly	Per Person	\$40.00
26	211	Bill Posters, Distributors and Painters	Monthly	Per Person	\$100.00
26	211	Bill Posters, Distributors and Painters	Mar 1 - Feb 28	Per Person Annual	\$250.00
26	266	Adult Entertainment Businesses:			
26	266	Adult entertainment business license	Annual	Business license	\$650.00
26	266	Adult entertainment manager's license	Annual	Manager's license	\$65.00
26	266	Adult entertainer's license	Annual	Entertainer's license	\$26.00
26	266	Adult entertainment service license	Annual	Service license	\$26.00
42	EMERGENCY SERVICES				
42	Article II	Alarm Systems - alarm user permits required; rate approval; alarm companies licenses; fees for false alarm response:			
42	39	Alarm User	Jul 1 - Jun 30	Annual permit fee	\$15.00
42	39	Alarm User	Jul 1 - Jun 30	Late permit fee (initial or renewal)	\$35.00
42	39	Alarm User		Revoked permit reinstatement fee	\$150.00
42	39	Alarm Company	Jul 1 - Jun 30	Annual permit fee	\$150.00
42	39	Alarm Company	Jul 1 - Jun 30	Late permit fee	\$185.00
42	39	Alarm Company	Jul 1 - Jun 30	Late installment notification fee	\$25.00
42	40	Alarm Response	Per Event	Response fee for alarms without permits	\$150.00
42	40	False Alarm Response Fees	Within last 12 mos.	1-6 false alarms	No Fee
42	40	False Alarm Response Fees	Within last 12 mos.	7-12 false alarms	\$65.00
42	40	False Alarm Response Fees	Within last 12 mos.	Over 12 false alarms	\$325.00
42	40	False Alarm Response Fees	Within last 12 mos.	Alarm permit revoked	\$325.00
42	40	Alarm Monitoring Fee	Monthly	Monthly permit fee	\$30.00
42	40	Alarm Monitoring Fee	Jul 1 - Jun 30	Annual permit fee	\$325.00
42	94	Ambulance Service	Annual	Annual permit fee per ambulance service	\$30.00
42	94	Ambulance Service	Annual	Annual permit fee per ambulance vehicle	\$5.00
42	94	Ambulance Service	Annual	Annual permit fee per ambulance driver and attendant	\$15.00
46	ENVIRONMENT				
46	79	Loudspeakers, sound amplifiers permit	Per Event	Permit fee	\$5.00

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

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
46	267	Fees for all other Categories		Surety Shall be doubled	
50	FIRE PREVENTION AND PROTECTION				
50	31	Fire Department Fees:			
50	31	Hazmat Response		Charged the full cost of the response	
50	31	Underground Storage Tank		Inspection (remove and install)	\$75.00
50	31	Propane Tank		Inspection	\$75.00
54	HEALTH AND SANITATION				
54	74	Nuisance Assessment Fee		Assessment of city costs of abatement	\$100.00
54	75	Nuisance Penalty		First offense minimum fine	\$100.00
54	75	Nuisance Penalty		Second offense minimum fine	\$250.00
54	75	Nuisance Penalty		Third offense minimum fine	\$500.00
54	75	Nuisance Penalty		Fourth and subsequent offenses minimum fine or by imprisonment, not to exceed 6 months, or by both such fine and imprisonment.	\$500.00
54	FOOD				
54	133	Health Permit	Jan 1 - Dec 31	Annual permit fee	\$100.00
54	134	Food Handler	Lifetime	Must attend food handler class	\$10.00
54	134	Food Handler		Duplicate Food Handler Card	\$1.00
54	156	Temporary Food Service Permit	Per Event	Issued per special event for a period of no more then three (3) consecutive days	\$10.00
54	156	Inspection of Temporary Food Vendor	Per Event	Inspection of any temporary food vendor without a state license	\$25.00
54	166	Mobile Food Vendor	Mar 1 - Feb 28	Annual permit fee	\$60.00
54	177	Ice Cream Vendor	Mar 1 - Feb 28	Annual permit fee	\$60.00
54	PRIVIES, CESSPOOLS AND SEPTIC TANKS				
54	190	Privies, Cesspools and Septic Tanks		Installation of septic tanks permit fee	\$10.00
54	TEMPORARY SEWAGE LAGOONS				
54	234	Temporary Sewage Lagoons		Installation permit fee	\$25.00
66	MANUFACTURED HOMES AND TRAILERS				
66	79	Travel Trailer Park	Per Year	Per each block of 100 travel trailer spaces or fraction thereof, per year	\$25.00
66	79	Travel Trailer Park	Per Year	Maximum, per year	\$250.00
66	79	Travel Trailer Park		Plus, per travel trailer space occupied for a period aggregating more than 30 days, per 3 month period	\$1.50
66	142	Mobile Home Park		Rezoning application	\$350.00
66	145	Mobile Home Park		Construction of a mobile home park per lot fee	\$2.00
66	145	Mobile Home Park		Construction of a mobile home park minimum fee	\$10.00
66	174	Mobile Home Park	Per Month, Payable Quarterly	For each mobile home park: per lot occupied by an inhabited mobile home (residence or domicile of one or more persons) for a period aggregating more than 20 days each month.	\$15.00
66	174	Mobile Home Park	Annual	For each mobile home park: per lot occupied by an inhabited mobile home (residence or domicile of one or more persons) for a period aggregating more than 20 days each month. Annual inspection fees, per lot.	\$10.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
66	176	Mobile Home Park	Transfer	Transfer of license per mobile home lot	\$5.00
78	PEDDLERS AND SOLICITORS				
78	1	Peddler: Any person, whether a resident of the city or not, traveling from house to house or street to street for the purpose of selling or soliciting for the sale of any goods, wares, merchandise or services other than agricultural products produced or processed in this state and who is not required to obtain a license and pay a fee under any other provision of the Code of Ordinances.			
78	1	Transient Merchant, Itinerant Merchant or Itinerant Vendor: (See definition) and who is not required to obtain a license and pay a fee under any other provision of the Code of Ordinances.			
78	6	Peddler	Per Day	Daily permit fee	\$50.00
78	6	Peddler	Per Week	Weekly permit fee	\$250.00
		Provided, that the above fees shall not apply to commercial travelers commonly called "drummers" who take orders from retail merchants or manufacturers.			
78	6	Transient Merchant, Itinerant Merchant or Itinerant Vendor	Per Day	Permit not to exceed 5 days; no more than two licenses may be issued in a calendar year.	\$50.00
90	SECONDHAND GOODS				
90	41	Garage Sale Permit	Per Garage Sale	One (1) garage sale per quarter (1st quarter January through March, 2nd quarter April through June, 3rd quarter July through September, and 4th quarter October through December) for a total of four (4) per year.	\$5.00
90	65	Pawnbrokers	Annually	See state law reference K.S.A. 16-701 et.seq.	\$25.00
90	65	Precious Metal Dealers	Annually	See state law reference K.S.A. 16-701 et.seq.	\$25.00
90	86	Junk Dealers, Junkyards, Auto Storage Yards	Jan 1 - Dec 31	Licensing Fee	\$150.00
98	SOLID WASTE				
98	Article II	Collection and Disposal		Car	\$2.00
98	Article II	Collection and Disposal		Pick-up Truck	\$5.00
98	Article II	Collection and Disposal		Single axle dump/flat bed	\$15.00
98	Article II	Collection and Disposal		Tandem axle dump high side bed	\$25.00
98	Article II	Collection and Disposal		Truck with chipper box	\$25.00
98	Article II	Collection and Disposal		Added fee for trailer 8 feet or less	\$5.00
98	Article II	Collection and Disposal		Added fee for trailer 9 feet to 16 feet	\$10.00
98	Article II	Collection and Disposal		Added fee for trailers over 16 feet (each additional foot over 16 feet)	\$1.00
98	Article II	Collection and Disposal		Added fee for modified trailers or beds with walls that exceed 4 feet in height	\$5.00
98	Article II	Minor Collection and Disposal		Minor special refuse pick-up for inactive residential homes up to three cubic yards (3cy), being approximately three feet wide, three feet tall and nine feet long	\$100.00
98	Article II	Major Collection and Disposal		Major special refuse pick-up for inactive residential homes in excess of three cubic yards (3cy), or requiring the use of mechanized loading equipment such as a loader or grapple truck.	\$250.00
98	58	Collector's License	Per Year	Per vehicle	\$100.00
102	STREETS, SIDEWALKS AND OTHER PUBLIC PLACES				
102	3	Encumbering Streets Permit	Per Event	Property improvements permit	\$90.00
102	38	Use Permit Fee	3 days	Per sale not to exceed three consecutive days	\$15.00
102	38	Use Permit Fee	3 Months	Sale for a three month period	\$40.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
102	38	Use Permit Fee	12 Months	Sale for a 12 month period	\$100.00
102	38	Banner (4th Street between Shawnee & Delaware)	Per Hanging	Banner hanging over 4th Street	\$25.00
102		Sidewalk Construction and Repair		Construction and repair permit fee	\$15.00
102	38	Special Events	Per Occurrence	Permit fee	\$25.00
102	255	Curb Cuts and Driveway Construction	Per Occurrence	Permit fee	\$15.00
102	312	Excavations	Per Occurrence	Permit fee	\$10.00
102		Street Sweeping	Per Hour	Street sweeping, private property	\$55.00
102		Alley Paving		Alley paving will be charged the cost of asphalt, chip & seal	
102		Fill old wells	Per Occurrence	Fee	\$100.00
103	STORMWATER MANAGEMENT				
103	5	Single Family Residential Property	Annual Fee	All Single Family Residences	\$84.00
103	5	Multifamily Dwelling Unit	Annual Fee	All Multifamily Dwellings (fee per unit)	\$84.00
Commercial Property (calculated on the total square foot of the footprint of all buildings on the property)					
103	5	Commercial Property 1,500 sqft or less	Annual Fee	Commercial property with foot print of buildings 1,500 sqft or less	\$162.50
103	5	Commercial Property 1,501 - 4,500 sqft	Annual Fee	Commercial property with foot print of buildings 1,501 - 4,500 sqft	\$337.50
103	5	Commercial Property 4,501 - 10,000 sqft	Annual Fee	Commercial property with foot print of buildings 4,501 - 10,000 sqft	\$512.50
103	5	Commercial Property 10,001 - 20,000 sqft	Annual Fee	Commercial property with foot print of buildings 10,001 - 20,000 sqft	\$675.00
103	5	Commercial Property 20,001 - 50,000 sqft	Annual Fee	Commercial property with foot print of buildings 20,001 - 50,000 sqft	\$1,200.00
103	5	Commercial Property 50,001 - 100,000 sqft	Annual Fee	Commercial property with foot print of buildings 50,001 - 100,000 sqft	\$2,075.00
103	5	Commercial Property 100,001 - 200,000 sqft	Annual Fee	Commercial property with foot print of buildings 100,001 - 200,000 sqft	\$2,600.00
103	5	Commercial Property over 200,000 sqft	Annual Fee	Commercial property with foot print of buildings over 200,000 sqft	\$3,125.00
Industrial Property (calculated on the total square foot of the footprint of all buildings on the property)					
103	5	Industrial Property 4,500 sqft or less	Annual Fee	Industrial property with foot print of buildings 4,500 sqft or less	\$337.50
103	5	Industrial Property 4,501 - 10,000 sqft	Annual Fee	Industrial property with foot print of buildings 4,501 - 10,000 sqft	\$512.50
103	5	Industrial Property 10,001 - 20,000 sqft	Annual Fee	Industrial property with foot print of buildings 10,001 - 20,000 sqft	\$675.00
103	5	Industrial Property 20,001 - 50,000 sqft	Annual Fee	Industrial property with foot print of buildings 20,001 - 50,000 sqft	\$1,200.00
103	5	Industrial Property 50,001 - 100,000 sqft	Annual Fee	Industrial property with foot print of buildings 50,001 - 100,000 sqft	\$2,075.00
103	5	Industrial Property 100,001 - 200,000 sqft	Annual Fee	Industrial property with foot print of buildings 100,001 - 200,000 sqft	\$2,600.00
103	5	Industrial Property over 200,000 sqft	Annual Fee	Industrial property with foot print of buildings over 200,000 sqft	\$3,125.00
106	TENT SHOWS AND MEETINGS				
106	38	Tent Show and Meeting	Per Occurrence	Permit fee	\$40.00
110	TRAFFIC AND VEHICLES				
110	131-142	Permit Parking	Monthly	Permit parking fee	\$20.00
110	131-142	Permit Parking		Permit parking fee after the 15th of the month for balance of the month	\$10.00
110	161-167	Loading Zone Permit	Annual	Loading zone permit fee	\$100.00
114	UTILITIES				
114	38	Meters - Inspection		Application for inspection fee	\$1.00
114	39	Meters - Payment of fees		Company fee for use of inaccurate meter	\$2.00
114	111	Sewers Connections Inspection		Sewer connection within a benefit district	\$5.00
114	171	Auxiliary Facilities		Deposit for excavations	\$100.00

City Code Chapter	Applicable Section	Description	Effective Timeline	Requirements	Fee
114	183	Auxiliary Facilities Permit		Approval of application; fee: permit fee for auxiliary utility facility	\$2.00
118	VEGETATION				
118	39	Tree Trimmer or Tree Surgeon	Per Year	License Fee	\$50.00
122	VEHICLES FOR HIRE				
122	49	Taxicabs		Inspection of each vehicle	\$1.00
122	52	Taxicab Owner	Jan 1 - Dec 31	Fee for owner of taxicab business, per year, per vehicle	\$100.00
122	53	Taxicab Owner - Duplicate		Fee for duplicate owner's license	\$15.00
122	55	Taxicab Owner Transfer	Jan 1 - Dec 31	Transfer of taxicab owner's license	\$15.00
122	69	Taxicab Driver	Jan 1 - Dec 31	Fee for taxicab driver's license	\$35.00
122	70	Taxicab Driver - Duplicate		Fee for duplicate driver's license	\$15.00
122	116	Limousine Service		Inspection fee for each vehicle and title prerequisite to issuance	\$1.00
122	117	Limousine Driver	Jan 1 - Dec 31	Annual license fee	\$35.00
122	117	Limousine Owner	Jan 1 - Dec 31	Annual license fee	\$100.00

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