



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

CITY COMMISSION REGULAR MEETING
COMMISSION CHAMBERS
TUESDAY, FEBRUARY 13, 2024 6:00 P.M.

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

CALL TO ORDER – Pledge of Allegiance Followed by Silent Meditation

PROCLAMATION:

1. Susan B. Anthony Day, February 15th (pg. 03)

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

2. Minutes from January 23, 2024 Regular Meeting **Action:** Motion (pg. 04)

Second Consideration Ordinance:

3. Second Consideration Ordinance No. 8234 Amending Chapter 8 Animal Control and Regulation of the Leavenworth Code of Ordinances **Action:** Roll Call Vote (pg. 11)

NEW BUSINESS:

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

Public Hearing:

4. Public Hearing for Waiver of Distance Requirement for Temporary Liquor Permits for St. Joseph Church & Immaculate Conception Church (pg. 58)
- a. Open Public Hearing **Action:** Motion
 - b. Staff and Public Comment
 - c. Close Public Hearing **Action:** Motion
 - d. Consider Waiver **Action:** Motion

General Items:

5. Mayor's Appointments **Action:** Motion (pg. 60)
6. Consider Special Event Street Closure Request **Action:** Motion (pg. 61)
7. Consider Approval of Updated Purchasing Policy **Action:** Motion (pg. 65)
8. Review Draft of 2023 KDHE Annual Report for Stormwater **Action:** None (pg. 131)

Bids, Contracts and Agreements:

9. Consider KDOT Agreement for 4th Street Improvements - Rees Street to Poplar Street **Action:** Motion (pg. 147)
10. Consider Award of Bid for Buffalo Bill Cody Park Sports Court Replacement Project **Action:** Motion (pg. 165)

First Consideration Ordinance:

11. First Consideration Ordinance Amending Chapter 28, Nuisances of the Leavenworth Code of Ordinances **Action:** Consensus (pg. 170)

Staff Report:

- Transportation Update (pg. 187)
-

Consent Agenda:

Claims for January 19, 2024 through February 8, 2024, in the amount of \$2,648,038.56; Net amount for Payroll #2 effective January 26, 2024, in the amount of \$424,377.03 (Includes Police & Fire Pension in the amount of \$7,491.38).

Action: Motion

Other:

Adjournment

Action: Motion

City of Leavenworth, Kansas



Proclamation

WHEREAS, *During the year 2024, the Leavenworth County Historical Society recognizes the achievements and contributions made in Leavenworth for the Women's Suffrage Movement that promoted social and political change; and*

WHEREAS, *Susan B. Anthony, women's rights activist and sister of Colonel Daniel R. Anthony, first visited Leavenworth in January 1865, advocating the rights of both freed slaves and women, and was a resident in Leavenworth when President Abraham Lincoln was assassinated. Her brother owned the Leavenworth Times; and*

WHEREAS, *Leavenworth was the largest city in Kansas in 1867, when it became the first state in The Union to offer a popular referendum on women's suffrage. Susan B. Anthony campaigned here, along with national women's suffrage activists such as Elizabeth Cady Stanton; and*

WHEREAS, *Susan B. Anthony successfully led the campaign for women's municipal suffrage in Kansas in 1887, the first State to do so. The bill was signed by Gov. John A. Martin on February 15. She returned to Leavenworth in 1894 for the second state campaign along with other suffrage and state leaders, Rev. Anna H. Shaw, Carrie Catt Chapman, Anna Diggs and Laura Johns; and*

WHEREAS, *The nephew of Miss Anthony, Daniel R. Anthony, Jr., voted for the 19th Amendment as a Kansas Congressman and in 1923, introduced the Equal Rights Amendment in Congress.*

NOW, THEREFORE, *I, Griff Martin, Mayor of the City of Leavenworth, Kansas hereby proclaim February 15, 2024 as:*

Susan B. Anthony Day in Leavenworth

and to be annually recognized in subsequent years. I urge all citizens to become familiar with the unique history, services and benefits offered in Leavenworth, the first city of Kansas.

IN WITNESS WHEREOF, *I set my hand and have affixed the Great Seal of the City of Leavenworth, Kansas this thirteenth day of February in the year of two-thousand and twenty-four.*

Griff Martin, Mayor

ATTEST:

Sarah Bodensteiner, CMC, City Clerk



CALL TO ORDER - The Governing Body met for a regular meeting and the following commission members were present in the commission chambers: Mayor Griff Martin (via telephone call-in), Mayor Pro-Tem Holly Pittman, Commissioners Nancy Bauder, Edd Hingula and Jermaine Wilson.

Staff members present: City Manager Paul Kramer, Assistant City Manager Penny Holler, Human Resources Director Lona Lanter, Human Resources Deputy Director Michelle Meinert, Planning & Community Development Director Julie Hurley, Police Chief Patrick Kitchens, Animal Control Supervisor Les Cline, City Prosecutor Catalina Thompson, Public Works Director Brian Faust, City Attorney David E. Waters and City Clerk Sarah Bodensteiner.

Mayor Pro-Tem Pittman asked everyone to stand for the pledge of allegiance followed by silent meditation.

OLD BUSINESS:

Consideration of Previous Meeting Minutes:

Commissioner Hingula moved to accept the minutes from the January 16, 2024 special meeting. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 5-0.

Second Consideration Ordinance:

Second Consideration Ordinance No. 8233 Allowing a Special Use Permit for Child Care Center at 1913 Choctaw Street – City Manager Paul Kramer reviewed the Ordinance. There have been no changes since first introduced at the January 16, 2024 special meeting.

Mayor Pro-Tem Pittman called the roll and Ordinance No. 8233 was unanimously approved.

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

Louis Klemp, 1816 Pine Ridge Dr.:

- Discussed 407 Maple Avenue property
- Mentioned quarterback CJ Stroud being cut off on NBC
- Provided a handout to the Commission

Jeff Culbertson, County Commissioner, 300 Walnut St.:

- Requesting a letter be written to the State to return the LAVTR Funds to local communities

General Items:

Acceptance of Land for Public Utilities for Dollar Tree – Leavenworth, Final Plat – Planning & Community Development Director Julie Hurley presented for acceptance the dedication of land for public utilities for the Dollar Tree – Leavenworth final plat. The subject property is located at 2017 S 4th Street and owned by

Great Western Manufacturing Co. The property is currently unplatted, and the plat is being requested in order to vacate a portion of the parcel owned by Great Western Manufacturing Co., to be separated and sold for development to Dollar Tree. The plat was reviewed at the November 16, 2023 Development Review Committee meeting, all comments from that meeting have been addressed. Staff recommends accepting the dedication of land for public utilities for the Dollar Tree – Leavenworth final plat.

Commissioner Wilson moved to accept the dedication of land for public utilities for the Dollar Tree – Leavenworth final plat. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 5-0.

Recommendation for Revisions to the Personnel Policy Manual – Human Resources Director Lona Lanter reviewed policy revisions to the City Personnel Policies & Procedures Manual. Periodically changes to the Personnel Manual are recommended. The majority of the revisions to the Personnel Manual are primarily housekeeping items to outline or more clearly define the processes and procedures that are currently in place or minor revisions to more accurately reflect the intent of the policy, such as revisions to reflect changes to the insurance policy coverage or updates to the government organization to reflect staff changes. There are occasional revisions to maintain compliance due to changes within federal, state, or local laws and/or regulations. Ms. Lanter reviewed the proposed revisions with the Commission.

Mayor Pro-Tem Pittman:

- Asked how changes and revisions were made previously

Mr. Kramer:

- All changes were brought before the Commission for approval

Commissioner Wilson moved to approve the revisions to the City Personnel Policies & Procedures Manual as submitted by the Human Resources Department effective immediately. Commissioner Hingula seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 5-0.

Bids, Contracts and Agreements:

Consider Approval of Contract Change Order No. 1 for 2023 Pavement Management Project – Crack Sealing & Micro-surfacing Program – Public Works Director Brian Faust presented for consideration approval of Contract Change Order No. 1 for the 2023 Pavement Management Project – Crack Sealing & Micro-surfacing Program. On March 28, 2023, the City Commission approved a construction contract with Vance Brothers for the 2023 Crack Sealing & Micro-surfacing component of the Pavement Management Program. The awarded contract of \$507,790.04 was under the Engineer’s Estimate by \$67,274.96. The 2023 budget included \$2M for all components of the Pavement Management Program. The Engineering Department came up with a list of additional streets to add to the project that would put the total closer to the engineer’s estimate. Upon completion of the project, the final square yards of material placed was measured and a final change order created based on the actual measured quantities. For the micro-surfacing project, quantities were slightly higher than originally estimated. The final project cost with the additional streets ended up at \$580,845.92. This is \$73,055.88 over the awarded contract amount.

Mr. Faust:

- Important to maximize the budgeted amount each year, which allows for additional streets to be included

Mayor Pro-Tem Pittman:

- How are people notified when their streets are being worked on

Mr. Kramer:

- The streets and potential additional streets are part of the bidding and award process
- Notification methods are used when the need arises

Commissioner Bauder moved to approve Change Order No. 1 with Vance Brothers for the Crack Sealing & Micro-Surfacing Program, in an amount not to exceed \$73,055.88. Commissioner Wilson seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 5-0.

Consider Agreement with The Guidance Center for Mental Health Co-Responder Program – Police Chief Patrick Kitchens presented for consideration an agreement with The Guidance Center to establish a Mental Health Co-Responder Program. The issue of mental health is very difficult and complicated. Until recently, there was steady decline in funding of services and programs available to people who were suffering from mental illness. The results of those funding cuts and loss of programs pushed those people out into the community and became the responsibility of Police Officers, Jails and Emergency Rooms. Those entities don't have the proper infrastructure to help effectively. In the last 3 years, Leavenworth Police Department has responded to 302 calls for service relating to Mental Health. The Mental Health Co-Responder Program is designed to help expand our tool bag when dealing with mental health calls and the after effects. This pilot program is a collaborative effort between the Police Department and senior staff at The Guidance Center. The primary goal of the program is the safety of everyone involved. Police Officers are given basic levels of training in recognition of mental health symptoms but it's difficult to go beyond that. The availability of a highly trained mental health professional at the time of the crisis presents a greater possibility of resolving the matter. Further, this person would be available to follow-up in the days after the crisis to ensure the person receive more comprehensive resources. The proposed agreement calls for the City to provide The Guidance Center with annual funding to hire the Mental Health Co-Responder. The City of Leavenworth's funding will come from the use of the Opioid Settlement Funds, which allows the City of Leavenworth to received funds associated with opioid litigation under the supervision of the Kansas Attorney General. To date, Leavenworth has \$109,128.83 available, and will receive allocations of funding for the next 16 years as part of the settlements. The agreement was prepared in collaboration with the City Attorney, The Guidance Center Attorney, senior staff at the Police Department and senior staff at The Guidance Center. Chief Kitchens introduced Dr. William Warnes and Ashley Phillips with The Guidance Center.

Ms. Phillips

- Excited for this opportunity to provide services to the community
- Co-Responder will be a certified, qualified individual who will be able to provide a myriad of services

Dr. Warnes:

- The Guidance Center is expanding services and excited to pilot this program

- Very comfortable working with law enforcement
- Valuable program to the community

Mayor Pro-Tem Pittman:

- Asked for clarity on how they envision the position
- Will they be just waiting for calls

Ms. Phillips:

- Doing follow up calls, paperwork, administrative work/tasks
- They will respond when called out
- They will be in the appropriate attire
- Will go through training with both entities to ensure safety of all

Commissioner Hingula:

- Asked if the co-responder will be armed
- Asked about liability between the entities

Ms. Phillips:

- Not armed, but walkie talkie, safety vest and identification will be worn

Attorney Waters:

- Liability measures are addressed in the agreement, specifically that the person cannot be an employee of the City
- Insurance and indemnification requirements are part of the agreement as well

Commissioner Hingula moved to approve the agreement with The Guidance Center – Leavenworth to establish a Mental Health Co-Responder program. Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 5-0.

First Consideration Ordinance:

First Consideration Ordinance Amending Chapter 8, Animal Control and Regulation, of the Leavenworth Code of Ordinances – Police Chief Patrick Kitchens, Animal Control Supervisor Les Cline and City Prosecutor Catalina Thompson presented revisions to the Animal Control and Regulation Chapter of the Code of Ordinances. The Municipal Court Attorney and staff at the Animal Control Facility undertook a significant review of the ordinances that govern Animal Control. The primary purpose of the review is to extend the Municipal Court Judge more latitude in dealing with the variety of circumstances that are dealt with in Municipal Court. Further, to clean up some out of date language and establish a more defined permitting and appeal process. Chief Kitchens, Mr. Cline and Ms. Thompson reviewed the proposed revisions to the Chapter.

Mayor Pro-Tem Pittman:

- Asked how one would permit bees
- Asked about enforcement for feeding feral cat

Mr. Kramer:

- This would be similar to how we regulate chickens
- There are requirements that would need to be met in order to receive a permit

Chief Kitchens:

- We receive a lot of complaints about feral cats
- The point is to discourage the feeding of feral cats

Commissioner Hingula:

- Asked about the appeal process

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

Staff Report:

Form of Government and Swearing in Process Discussion – City Manager Paul Kramer discussed an interest from the Governing Body in formalizing the current practice regarding the annual selection of Mayor and Mayor Pro-Tem. If the Commission is in favor of formalizing this process, staff will bring back an Ordinance for consideration. The Commission will also need to provide direction regarding the swearing in of elected officials. The City Code states the Commissioners-elect will be sworn in on the first Tuesday of December following certification of election results. This can remain and the City can call a Special Meeting to do this or it can be changed to the first regular meeting of December or another date the Commission is in favor of.

Commissioner Bauder:

- In favor of first regular meeting for the swearing in

Mayor Pro-Tem Pittman:

- Liked the special meeting option, family can attend and no business
- In favor of codifying the current practice for selecting the Mayor and Mayor Pro-Tem

Commissioner Wilson:

- Liked the special meeting option

Mayor Martin:

- No issue with the first regular meeting option and consolidating it to one meeting

There was consensus from the Commission to hold the swearing in on the first regular meeting in December and to codify the tradition of the selection of the Mayor and Mayor Pro-Tem.

Mr. Kramer:

- We will finalize the ordinance based on the feedback from the Commission and bring back the matter for First Consideration

Goal Setting and Budget Calendar Presentation – City Manager Paul Kramer presented a draft of the 2024 City Commission goal-setting and budget calendar for discussion. Mr. Kramer noted that the CIP Budget

discussion will be held on a separate date to give the Commission and public more time to review and provide feedback.

Leavenworth 2030 Comprehensive Plan Update – Assistant City Manager Penny Holler provided an update on activity towards implementing the Leavenworth 2030 Comprehensive Plan. Updates included:

- Adopted June 2021
- Professionally facilitated
- High-Level of Community Involvement
- Community Identity
- Built Environment
- Harmony with Nature
- Resilient Economy
- Healthy Community
- Land Use and Community Design
- City Commission sets priorities through annual goals and budget
- Balance between comprehensive plan next steps and daily operation

Food Truck Survey Results – Assistant City Manager Penny Holler provided the results of the recent public food truck survey. Discussion with the Governing Body included:

- Good response rate
- Cannot be certain that the survey captured those who may be most impacted by an Ordinance change
- Top questions/concerns from survey
 - Support existing businesses/restaurants
 - Don't impact all parking or busy parking areas
 - Consider traffic/safety
 - Reasonable distance from restaurants
 - Address trash
 - Ensure health/food handling
- Reviewed Food Truck Regulations/Restrictions in 5 different communities: Emporia, Wichita, Shawnee, Edgerton and Salina
- Requesting feedback and/or direction from the Commission regarding any potential changes to the Food Truck Ordinances

Mayor Pro-Tem Pittman:

- Asked for feedback from Main Street, Chamber of Commerce, and brick and mortar restaurants

Commissioner Bauder:

- Asked to see the examples from the cities mentioned in the presentation
- Need to also consider how any change would impact the whole city, not just the downtown

Commissioner Hingula:

- Mentioned the width of the streets being a concern for on-street food truck parking
- Thinks parking lots may be a good place for the trucks to locate
- Asked for information as to why Chick-fil-A stopped having a truck in town

Mayor Martin:

- Not in favor of obstructing traffic or anything that may have a direct negative impact
- Ok with a phased approach to allow leeway to help ascertain a better solution in the end

Mr. Kramer:

- We will gather feedback from community partners (Main Street and the Chamber) and our brick and mortar restaurants and come back with that information

Consent Agenda:

Commissioner Hingula moved to approve claims for January 5, 2024, through January 18, 2024, in the amount of \$1,183,403.34; Net amount for Payroll #1 effective January 12, 2024, in the amount of \$427,614.59 (No Police & Fire Pension). Commissioner Bauder seconded the motion and the motion was unanimously approved. Mayor Pro-Tem Pittman declared the motion carried 5-0.

Other:

City Manager Paul Kramer:

- Mentioned that LAVTR has been an adopted point by the Commission based on the League of Kansas Municipalities Statement of Municipal Policy for 2024
- Based on consensus from Commission, will put together a letter of support regarding LAVTR
- Cody Park Sports Court project is out to bid and bids will open on February 6th

Commissioner Hingula:

- Stay warm and keep shoveling

Commissioner Wilson:

- Would like a discussion with the Commission about moving funding from the Southside Park to the Skate Park expansion

Commissioners discussed the matter and provided consensus to have the discussion at a future meeting.

Mayor Pro-Tem Pittman:

- Thanked the Commission for their support and assistance for her first meeting running the meeting
- Presented Commissioner Wilson with a plaque for his time serving as Mayor for the past year

Adjournment:

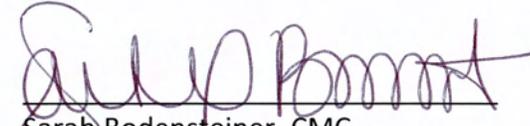
Commissioner Hingula moved to adjourn the meeting. Commissioner Bauder seconded the motion and the motion was unanimously approved and the meeting was adjourned.

Time Meeting Adjourned 7:42 p.m.

Minutes taken by City Clerk Sarah Bodensteiner, CMC

**POLICY REPORT
SECOND CONSIDERATION ORDINANCE 8234
AMENDING CHAPTER 8, ANIMAL CONTROL AND REGULATION OF THE CITY
OF LEAVENWORTH CODE OF ORDINANCES**

FEBRUARY 13, 2024


Sarah Bodensteiner, CMC
City Clerk


Paul Kramer
City Manager

BACKGROUND:

At the January 23, 2024 City Commission regular meeting the City Commission reviewed and placed on first consideration:

***AN ORDINANCE AMENDING CHAPTER 8 (ANIMAL CONTROL AND REGULATION),
ADDING NEW AND SUBSTITUTE PROVISIONS THERETO, AND REPEALING THE PREVIOUS
CHAPTER AND SECTIONS SO AMENDED.***

There have been no changes to the ordinance since first introduced. Ordinance No. 8234 is now presented for second consideration and requires a roll call vote.

ATTACHMENTS:

- Ordinance No. 8234

(Summary Published in the Leavenworth Times on February 17, 2024)

ORDINANCE NO. 8234

**AN ORDINANCE AMENDING CHAPTER 8 (ANIMAL CONTROL AND REGULATION),
ADDING NEW AND SUBSTITUTE PROVISIONS THERETO, AND REPEALING THE
PREVIOUS CHAPTER AND SECTIONS SO AMENDED.**

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

Section 1. Chapter 8 of the Leavenworth Code of Ordinances is hereby deleted in its
entirety and amended to read as follows:

CHAPTER 8. ANIMAL CONTROL AND REGULATION

- Article 1. General Provisions Concerning Animals**
- Article 2. Care for Animals**
- Article 3. Offenses Generally**
- Article 4. Animal Attacks and Dangerous Animals**
- Article 5. Permits and Licensing**
- Article 6. Wildlife**
- Article 7. Livestock**
- Article 8. Shelter, Impoundment and Disposition**
- Article 9. Administration and Enforcement**

ARTICLE 1. GENERAL PROVISIONS CONCERNING ANIMALS

8-101 FINDINGS OF THE GOVERNING BODY

The Governing Body of the City of Leavenworth, Kansas hereby finds that to protect and preserve the public health, safety, and welfare it is necessary to prohibit the ownership of certain animals within the City and to establish regulations governing the ownership of animals allowed within the City.

8-102 DEFINITIONS

As used in this Chapter:

- A. “Abandon” shall mean to leave an animal without demonstrated or apparent intent to recover or resume custody; to leave an animal for more than 24 hours without providing adequate food and shelter for the duration of the absence; failure to pick an animal up within 4 business days from the animal shelter; or to turn out or release an animal for the purpose of causing it to be impounded. (See also K.S.A. 47-1710)
- B. “Animal Shelter”, “animal control”, or “pound” means a facility which is used or designed for use to house, contain, impound, or harbor any seized stray, homeless, relinquished, or abandoned animal or a person who acts as an animal rescuer, or who collects and cares for unwanted animals or offers them for adoption. This includes any facility operated by

the city or its authorized agent meeting the above definition. Animal shelter, control, or pound also includes a facility of an individual or organization, profit or nonprofit, maintaining 20 or more dogs or cats, or both, for the purpose of collecting, accumulating, amassing, or maintaining the animals or offering the animals for adoption.

- C.
 - 1. "Cat" shall mean any member of the zoological class, *Felis domesticus*, unless otherwise described herein.
 - 2. "Feral cat" shall mean a non-domesticated feline or cat.
- D. "Dangerous animal" shall mean and include:
 - 1. Any mammal, amphibian, fish, reptile or fowl which is of a species which, due to size, vicious nature or other characteristics would constitute a danger to human life, physical well-being, or property, including but not limited to, lions, tigers, leopards, panthers, bears, wolves, apes, gorillas, monkeys of a species whose average adult weight is 20 pounds or more, foxes, elephants, alligators, crocodiles, and snakes which are venomous or otherwise present a risk of serious physical harm or death to human beings as a result of their nature or physical makeup including, but not limited to, boa constrictors, Madagascar ground boas, green and yellow anacondas, Cuban boas, Indian pythons, reticulated pythons, African rock pythons, Amethystine pythons, Boelen's pythons and all members of the family pythonidae that exceed six feet in length.
 - 2. Any animal having a disposition or propensity to attack or bite any person or animal without provocation. For the purposes of this chapter, where the official records of the Chief Animal Control Officer indicate an animal has aggressively bitten any person or persons, it shall be prima facie evidence that said animal is a dangerous animal.
 - a. A dangerous animal may also be designated as such by the court.
 - b. Notwithstanding the definition of a dangerous animal above, no animal may be declared dangerous if any injury or damage is sustained by a person or animal who at the time such injury or damage was sustained, was teasing, tormenting, abusing or assaulting the animal or was committing or attempting to commit a crime, or if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.
 - 3. Any domesticated dog that has in its known genetic history and/or formal pedigree crossbreeding with the wolf species to include, but not be limited to, animals referred to as wolf-hybrids or wolf-

mix breeds or the breed known as Tundra Shepherd. The registration of an animal at any time in any jurisdiction as a wolf-hybrid, wolf mix or Tundra Shepherd shall constitute prima facie evidence the animal is a dangerous animal. For the purposes of this section all references to animals described herein shall be to wolf-hybrids. (See also 8-403)

- E. "Dog" shall mean all animals of the canine species, unless otherwise specifically described herein.
- F. "Domesticated" shall mean bred for and adapted to living dependently in an urban household setting.
- G. "Humane" shall mean a manner of care including, but not limited to, protection from harm, providing of shelter with adequate protection from the elements, ventilation, sanitation, and appropriate food and potable water consistent with the requirements and habits of the animal's species, type, size, age, and condition.
- H. "Kennel" shall mean a place of business where four or more animals are brought, sold, bred, raised, or kept for the purpose of boarding, sale, resale, training or teaching, and which business is done commercially and for profit.
- I. "Livestock" shall mean cattle, horses, mules, donkeys, goats, swine, Llamas, Alpaca, sheep, or other herd animals.
- J. "Officer" shall mean City Animal Control Officer or City Police Officer.
- K. "Own" or "Owning" shall mean to keep, maintain, harbor, shelter, manage, possess, control, sell, trade, buy or have a part interest.
- L. "Owner" shall mean the person who owns, keeps, harbors, shelters, manages, controls, or possesses an animal or specified animal. A parent or legal guardian shall be deemed to be an owner of an animal or specified animal owned or maintained by a minor in the parent's or guardian's charge. Owner shall include a person who has lawful title, is named on the microchip of the animal, has registered the animal, or has picked the animal up from the shelter or custody of the police department.
- M. "Person" shall mean and include any natural person, association, partnership, organization, or corporation.
- N. "Spay", "neuter", or "sterilize" shall mean to render permanently incapable of producing offspring.

8-103

OWNING CERTAIN ANIMALS PROHIBITED

It shall be unlawful for any person(s) to own, within the City limits, any animal except as excluded in Section 8-104.

8-104

ANIMALS EXCLUDED FROM PROHIBITION

The following list of animals excluded from prohibition under Section 8-103 are also subject to any city zoning requirements.

Animals excluded from the prohibition under Section 8-103, include the following:

- A. Domestic dogs, except:
 - 1. Those hybridized with wild canines; or
 - 2. Those that are “dangerous animals”, as defined in Section 8-102(D), unless the owner has complied with all requirements set forth in Section 8-404 Dangerous Animal Permit of this Chapter.
- B. Domestic cats, except:
 - 1. Those hybridized with wild felines; or
 - 2. Those that are “dangerous animals”, as defined in Section 8-102(C), unless the owner has complied with all requirements set forth in Section 8-404 Dangerous Animal Permit of this Chapter.
- C. Domesticated rodents.
- D. Domesticated European ferrets.
- E. Rabbits.
- F. Birds and fowl including chickens, ducks, geese, turkey, guineas, and pigeons, except for species protected by state or federal law. Must be fewer than 15, none maybe roosters, and kept at least 75 feet from any dwelling, other than the owner or tenant thereof.
- G. Nonvenomous snakes less than six (6) feet in length, except that such snakes shall be required to be maintained on the owner's premises or property.
- H. Nonvenomous lizards.
- I. Turtles, except for species protected by state or federal law.
- J. Amphibians.
- K. Fish.
- L. Invertebrates including bees, restrictions and other zoning requirements apply.
- M. Potbellied pigs, restrictions and other zoning requirements apply.
- N. Any animal in the ownership of a veterinary clinic operated by a licensed veterinarian, provided that the animal is properly restrained.

- O. Any animal in the ownership of a person designated and licensed as an animal rehabilitator by the Kansas Wildlife and Parks Department, provided that the animal is properly restrained.
- P. Any animal in the ownership of a person temporarily transporting such animal through the city, provided that the animal is properly restrained.
- Q. Any animal in the ownership of a bona fide medical institution or accredited educational institution, provided that the animal is properly restrained.
- R. Any animal temporarily owned by a facility licensed by the Kansas Animal Health Department for the purpose of impounding, sheltering, or caring for animals, provided that the animal is properly restrained.

8-105 ANIMALS PROHIBITED IN RESIDENTIALLY ZONED AREAS

- A. Unless regulated elsewhere in the city zoning requirements, a person wanting to own, keep, harbor or shelter any of the following in a residentially zoned area shall be required to apply for and obtain a permit as stated in Article 5 of this Chapter:
 - 1. Livestock, including but not limited to cattle, horses, mules, donkeys, goats, swine, Llamas, Alpaca, sheep, and/or other herd animals.
 - 2. Bees, unless being owned, kept, harbored, or maintained in an area zoned agricultural and more than 100 yards from a residentially zoned area.

8-106 LIMIT ON NUMBER OF ANIMALS

- A. Except for domesticated rodents, fish, and invertebrates, it shall be unlawful for any person(s) to own, keep or harbor any combination of more than six (6) non-prohibited animals at the same address or on the same premises within the City limits. Of the six (6) animals, no more than four (4) dogs or four (4) cats will be allowed in combination under this limit. This does not include dogs or cats under four (4) months of age.
- B. No more than 15 domestic fowl shall be allowed at one time, none of which may be roosters. It is unlawful to keep domestic fowl within 75 feet of any dwelling other than that of the owner or tenant thereof.

8-107 CONFISCATION OF PROHIBITED ANIMAL

An Animal Control Officer, Police Officer, or designee of the Police Chief may take any animal being kept in violation of this chapter into custody and then file a notice to appear and complaint pursuant to 8-906. The Municipal Judge may order the confiscation of any animals being kept in violation of the prohibitions of this chapter. Upon the conviction of a person for owning an animal as prohibited by this chapter, the Municipal Court Judge may order the animal confiscated and transferred to an appropriate licensed animal shelter or care facility. The Municipal Court Judge may order the release of the animal to the owner provided

that the animal will not be kept within the city limits, or under any other restrictions or mandates the Court feels is appropriate considering the circumstances of the case.

8-108

PENALTY

Violation of this article shall be a municipal offense for which a mandatory court appearance is required, and upon conviction, the defendant shall be fined no less than \$90.00 nor more than \$500.00 per offense and/or animal plus applicable court costs and/or up to 30 days jail.

In addition, the court shall also have authority to impose the following requirements: order the animal impounded; order the animal into quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and kenneling of the animal; order repayment of kennel fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits; designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling, veterinary care, and testimony necessitated by the enforcement of this ordinance.

ARTICLE 2. CARE FOR ANIMALS

8-201

CARE FOR ANIMALS (see 11.11 of the UPOC also)

- A. Cruel acts and conditions enumerated:
1. It shall be unlawful for any person:
 - a. To willfully or maliciously kill, maim, disfigure, or torture, strike, hit or beat with a stick, board, chain, club, or other object; mutilate, burn, or scald with any substance; or drive over any domesticated animal, or cruelly set an animal upon another animal, except that reasonable force may be employed to drive off vicious or trespassing animals; or
 - b. By any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with harmful or poisonous substances (it is not the intent of this subsection to prohibit the use of poisonous substances for the control of vermin of significance to the public health); or
 - c. To fail, refuse or neglect to provide any animal in said person's charge or custody as owner or otherwise, with proper food, drink, shade, care, or structurally-sound weatherproof shelter appropriate for the type, age and/or size of the animal; or
 - d. To drive or work any animal cruelly; or
 - e. To leave any animal confined in a vehicle for more than thirty (30) minutes in extreme weather conditions, defined as less than thirty (30) degrees Fahrenheit; or more than five (5) minutes when its more than eighty (80) degrees Fahrenheit; or
 - f. To transport an animal in the trunk of a vehicle; or
 - g. To cause, instigate, stage, or train any animal to fight or permit any fight between any animal and another animal or human; or
 - h. To give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade; or

- i. To attach chains or other tethers, restraints or implements directly to an animal without the proper use of a collar, harness, or other device designed for that purpose and made from a material that prevents injury to the animal; or
 - j. To continuously picket, tether or stake an animal (excluding those used by businesses for security during non-business hours) for more than four (4) continuous hours, except that tethering or staking of the same animal may resume after a hiatus of one (1) continuous hour, for up to eight (8) hours total time on a tether or stake per day; provided that for the purpose of tethering or staking an animal, a chain, leash, rope or tether shall be at least 10 feet in length; or
 - k. To use a chain, leash, rope, collaring device, tether, or any assembly or attachments thereto to picket an animal that shall weigh more than one-eighth (1/8) of the animal's body weight, or due to weight, inhibit the free movement of the animal within the area picketed; or
 - l. No animal shall be tethered or staked in such manner as to permit it within 10 ft of a public sidewalk or street; or
 - m. To picket an animal in such a manner as to cause injury, strangulation, or entanglement of the animal on fences, trees, or other man-made or natural obstacles.
2. Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such assistance as may be possible and shall immediately report any injury or death to the animal's owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency or animal control agency.

B. Exceptions

Nothing in Subsection (A) of this Section shall:

- 1. Be deemed to prohibit any action by a licensed veterinarian done in accordance with accepted standards of veterinary medicine, or any action taken by a law enforcement officer pursuant to the interests of public health and safety; or
- 2. Be interpreted as prohibiting any act done in self-defense or done

- to defend another person; or
3. Bona fide experiments carried out by recognized research facilities; or
 4. Rodeo practices accepted by the rodeo cowboys' association and approved by the city animal control supervisor; or
 5. Killing, attempting to kill, trapping, catching, or taking of any animal or fowl in accordance with the provisions of K.S.A. Chapter 32 and 47; or
 6. The humane killing of an animal or fowl diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of the city, or the owner thereof within the city if no animal shelter, pound or licensed veterinarian is within the city, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of an animal control agency, or by the operator of an animal shelter or pound, or by a local or state health officer, or by a licensed veterinarian four business days following the receipt of any such animal at such society, shelter, or pound.
 7. With respect to farm animals or fowl, normal or accepted practices of animal husbandry; or
 8. An animal control officer trained in the use of a tranquilizer gun, using such gun with the appropriate dosage for the size of the animal, when such animal or fowl is vicious or could not be captured after reasonable attempts using other methods.

8-202 PROCEDURES FOR CARE FOR ANIMALS; FINES

- A. Any public health officer, animal control officer, law enforcement officer, code enforcement officer, or licensed veterinarian may take into custody any animal, upon either private or public property, which clearly shows evidence of violations of care for animals as defined in Section 8-201; provided that entry upon private property shall only be accomplished with the assistance of a law enforcement officer. Such officer, agent or veterinarian may inspect, care for, or treat such animal or place such animal in the care of any facility with which the City has contracted for animal sheltering services or a licensed veterinarian for treatment, boarding or other care or, if an officer of such animal sheltering facility or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane destruction.
- B. The owner or keeper of an animal destroyed pursuant to subsection (A) shall not be entitled to recover damages for the destruction of such animal unless the owner proves that such destruction was unreasonable

and unwarranted.

- C. Expenses incurred for the care, treatment or boarding of any animal taken into custody pursuant to subsection (A) pending prosecution of the owner or keeper of such animal for the violations of care for animals as defined in Section 8-201 shall be assessed to the owner or keeper as a cost of the case if the owner or keeper is adjudicated guilty of such crime.
- D. If a person is adjudicated guilty of violations of care for animals as defined in Section 8-201 and the court determines that such animal owned or possessed by such person would be in the future subject to any cruelty to animals, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society, animal shelter or control or licensed veterinarian for sale, adoption, or other disposition.
- E. Unless the animal obtained pursuant to this Section is the evidentiary subject of a pending prosecution or other order of the court, the owner or keeper of the animal shall have a maximum of four (4) business days after the animal is taken into custody to obtain the animal from the veterinarian or the animal sheltering facility having custody of the animal. The veterinarian or the animal sheltering facility shall notify the owner or keeper of the animal, if known or reasonably ascertainable. The failure of the owner or keeper to obtain custody of the animal in the time provided shall provide the Municipal Judge authority to declare that the animal be disposed of, by the veterinarian or the animal sheltering facility, through either adoption or destruction. (See also K.S.A. 47-1710)
- F. PENALTY. Violation of this article, unless stated elsewhere, shall be a municipal offense for which a mandatory court appearance is required, and upon conviction, the defendant shall be fined not less than \$90.00 nor more than \$1,000.00, plus applicable court costs, per offense. In addition, the defendant may also be sentenced up to a maximum six (6) months in jail or both fine and jail. The court also has authority to confiscate the animal and other animals within the home, prevent the owner from owning or harboring other animals in the city limits, pay all associated costs of care, and any other penalty or restriction as allowed by law.

In addition, the court shall also have authority to impose the following requirements: order the animal impounded; order the animal into quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and kenneling of the animal; order repayment of kennel fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits;

designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling, veterinary care, and testimony necessitated by the enforcement of this ordinance.

ARTICLE 3. OFFENSES GENERALLY

8-301 ANIMAL NUISANCES

- A. It shall be unlawful for any person to:
1. Own any animal, including a dog or cat, which by frequent or long continued noise shall disturb the comfort or repose of any person within the vicinity of such animal; or
 2. Own any animal, including a dog or cat, which shall by the nature of their maintenance or by the numbers of the same shall create an offensive odor so as to be objectionable to surrounding residences; or
 3. Own any dog or cat, which is in heat, unless such animal is confined in a secure and sufficiently enclosed area; or
 4. Own a deceased animal and fail to remove and dispose of the carcass within 24 hours of death.

Violation of this Section shall be a municipal offense and upon conviction shall be punishable by a fine of at least \$90.00 up to \$500, plus applicable court costs, per offense and/or animal. See 8-311 for additional penalties and requirements as may be ordered by the court.

8-302 ABANDON OR SURRENDER ANIMAL

- A. It shall be unlawful for any person to:
1. Abandon any animal within the city limits or fail to retrieve an animal after four (4) days at animal control. (See also K.S.A. 47-1710)
 2. Surrender an animal to animal control, animal control officer, or a police officer under false pretenses.

8-303 RESPONSIBILITY FOR REMOVAL OF ANIMAL EXCREMENT

- A. It shall be unlawful for any person to appear with an animal upon the public right-of-way, within public places or upon the property of another, absent that person's consent, without some means for removal of excrement that may be deposited by the animal.
- B. It shall be unlawful for any person who is an owner or possessor of an animal in their care to fail to remove any excrement deposited by the animal upon any public or private property, other than the property of the owner of the animal.
- C. The provisions of this Section shall not apply to persons who have a physical disability or visual impairment, who are using a service animal.

Violation of this Section shall constitute a municipal offense and upon conviction

shall be punishable by a fine at least \$90.00 up to \$500, plus applicable court costs, per offense. See 8-311 for additional penalties and requirements as may be ordered by the court.

8-304 ANIMALS RUNNING AT LARGE; FINES

- A. It shall be unlawful for any person to own or keep a dog or other animal which runs at large in the City. Knowledge or acquiescence by the owner or keeper is not an element of the offense.
- B. An animal shall not be deemed to be running at large if:
 - 1. The animal is firmly attached to a leash or chain under the physical control of its owner or keeper; or
 - 2. The animal is within a structure or within a fence enclosure with the permission of the owner or keeper of the structure or fence enclosure; or
- C. Any animal on property without the permission of the property owner shall be deemed to be an animal at large and the owner of such animal shall be in violation of this section.
- D. Cats, domestic or feral, are excluded from this section.
- E. Any person found guilty of a violation of this Section shall be fined as follows: \$50.00 for the first offense; \$100.00 for the second offense; \$150.00 for the third offense; and \$200.00 for the fourth and subsequent offense(s). The fine shall be in addition to any applicable court costs and/or impoundment fees. See 8-311 for additional penalties and requirements as may be ordered by the court.

8-305 HABITUAL VIOLATOR; ANIMAL AT-LARGE

- A. It shall be a separate municipal offense for any person to receive four (4) or more citations for violation of Section 8-304 within a twenty-four (24) month consecutive period. Such person may then be cited as a habitual violator.
- B. Violation of this Section shall be a municipal offense for which a mandatory court appearance is required. Any person found guilty of a violation of this Section shall be fined not less than \$200.00 nor more than \$500.00, plus applicable court costs and or/impoundment fees, for each habitual violator citation. In addition, the Municipal Judge shall have the authority to sentence the individual to up to thirty (30) days in jail, or both fine and jail. 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, for a specific citation issued under Section 8-303.

In addition, the court shall also have authority to impose the following requirements: order the animal impounded; order the animal into

quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and kenneling of the animal; order repayment of kennel fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits; designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling, veterinary care, and testimony necessitated by the enforcement of this ordinance.

8-306 PURSUIT ONTO PRIVATE PROPERTY

A law enforcement officer or animal control officer shall have the right of entry upon any private unenclosed lots or lands to pursue and capture any animal, including a dog or cat, found to be running at large or whose presence is in violation of any article of this chapter.

8-307 IMPOUNDING, REDEMPTION AND DISPOSITION

A dog or other animal found running at large or in violation of the articles within this chapter, situated within the corporate limits of the City, may be taken up by the officer or brought in by a member of the public and may be impounded at any facility with which the City manages or has contracted for animal sheltering services. The officer shall make a record of all dogs or other animals so impounded with their description, date of impoundment and rabies vaccination number if available. If, within four (4) business days from the date any dog or other animal is impounded and the owner of such dog or animal shall appear and claim his or her dog or animal, said dog or animal may be released upon payment of the applicable impoundment fees as set forth by the City and/or the facility providing the sheltering services. All fees required by this Section shall be payable to the City, and no animal shall be released until the animal's owner proves that the animal, if a dog or other animal, is currently immunized against rabies, is properly licensed pursuant to Article 5 of this Chapter, and all impoundment and board fees have been paid in full to the City, unless some other arrangement is agreed to between the parties to accomplish this goal, such as a payment plan or a scheduled veterinarian appointment.

Rabies immunization and licensing are not required until the animal is over four (4) months of age. If said animal is over four (4) months of age and is not currently immunized against rabies and licensed as required, then the owner shall be issued citations for failure to license an animal and for failure to provide

proof of rabies immunization. In addition, the owner shall pay for the purchase of a City license tag for the animal, in accordance with the provisions of Article 5 of this Chapter.

Any owner or keeper of a dog or other animal who resides within the city limits of Leavenworth, Kansas and wishes to forfeit or otherwise terminate their ownership of said animal may bring the animal to the Leavenworth City Animal Control for surrender. At such time, the owner shall complete a written statement (including the animal's behavioral history and medical records, if available) irrevocably surrendering ownership of the animal and shall at that time pay a \$100.00 surrender fee to the City. The City expressly reserves the right to refuse to accept custody of any animal offered for surrender.

Any administrative, kennel, boarding, pickup, care, or surrender fees shall be set by the board of commissioners of the city and shall be assessed and collected from the owner of the animal.

8-308 FILING COMPLAINT; ENFORCEMENT

It is hereby made the duty of the animal control officer, or anyone having the authority of an animal control officer, including but not limited to law enforcement officers, to enforce the terms and provisions of this chapter. Pursuant to Charter Ordinance No. 61, and other lawful authority, the animal control officer is authorized to issue citations to the owner of and/or impound any dog or other animal found in violation of the terms of this Chapter. The Chief of Police may appoint persons to be known as animal control officers, whose duties it shall be to assist in the enforcement of this Article as defined by K.S.A. 12-4113(j) and to work under the immediate supervision and direction of the Police Department. (See also Chapter 8, Article 9)

8-309 TRANQUILIZER/STUN GUN/LETHAL FORCE

The Chief of Police or his/her designate shall be authorized to use a tranquilizer gun, Taser, pepper spray, baton, or other lethal force in the enforcement of this chapter. He/she shall be authorized to tranquilize/stun an animal which is impractical or impossible to catch or capture. In circumstances where the officer or another human being is in threat of great bodily harm from an animal, or an animal has been critically injured, lethal force maybe employed against the animal.

8-310 ANIMAL BITES, COMMUNICABLE DISEASE; QUARANTINE

- A. Any animal bite which results in medical treatment of that person by a medical professional shall be reported within 24 hours of the incident to the Leavenworth Police department or animal control office by the treating physician or medical personnel.
- B. OWNER KNOWN: Upon receipt of notification from a duly licensed practitioner of medicine or registered nurse that an animal bite incident has occurred, or upon the receipt of reliable and verifiable information that an animal is believed to have rabies or some other serious communicable disease, an officer shall make reasonable efforts to contact the owner of the animal involved in the incident. The owner shall be advised, in

conjunction with investigation of the exposure to rabies or other communicable disease of a human or other mammal by another nonhuman mammal, the isolation of the mammal causing exposure shall be as follows:

1. An owned or wanted dog, cat or ferret shall be isolated for ten (10) days at one of the following locations, as determined by the Chief of Police or his/her designee:
 - a. The residence of the owner of the dog, cat or mammal;
 - b. In a veterinary hospital or clinic; or
 - c. At a facility holding a current state pound and shelter license.

At the conclusion of the isolation period, if no symptoms of rabies appear, the Chief of Police or his/her designee shall authorize the release of the dog, cat, or mammal upon payment by the owner of the boarding fee.

If the dog, cat, or mammal is isolated at the residence of the owner, the owner shall allow the Chief of Police or his/her designee access to animal during the isolation period to verify the isolation.

If the dog, cat, or ferret is isolated in a veterinary hospital, upon isolation the owner shall notify the Chief of Police or his/her designee of the name, address, and phone number of the veterinary hospital.

- B. **FAILURE TO COMPLY:** Any owner who shall fail to comply with the provisions of this Section, within twenty-four (24) hours or one (1) business day of notification, shall be deemed in violation of this Article and the Chief of Police or his/her designee shall take such animal into custody and commit it for the above-described confinement period.
- C. **DISCOVERED OWNER:** If an unknown owner of a suspected dog, cat, or mammal becomes known during the isolation period and seeks to claim the animal, the provisions of subsection (A) shall govern the isolation of the animal.
- D. **STRAY, UNCLAIMED, OR UNWANTED:** Dogs, cats, or other mammal may be sacrificed immediately, and the head may be submitted for laboratory examination for evidence of rabies or other communicable infection.
- E. The management of horses, cattle, and sheep shall be determined by the Chief of Police.
- F. Mammals, other than dogs, cats, ferrets, horses, cattle, or sheep, including the offspring of wild species cross-bred with domestic dogs and cats, skunks, foxes, raccoons, coyotes, bats, and other species known to be involved in the transmission of rabies, whether owned or unowned,

shall be sacrificed immediately and the mammals head submitted for laboratory examination for evidence of rabies or other communicable infection. Any mammal that has been vaccinated may be sacrificed and tested if the period of virus shedding is unknown for that species.

- G. Mammals, including rabbits, hares, gerbils, guinea pigs, hamsters, mice, rats, squirrels, chipmunks, and other species not known to be involved in the transmission of rabies, need not be sacrificed and submitted for laboratory examination for evidence of rabies infection, unless the circumstances of the potential exposure to rabies incident, in the judgment of the Chief of Police or his/her designee, indicate otherwise.
- H. The disposition of mammals that are not known to be involved in the transmission of rabies and that are maintained in zoological parks, shall be in accordance with the judgment of the Chief of Police or his/her designee.
- I. Quarantine of mammals exposed to rabies by a known or suspected rabid mammal shall be as follows:
 - 1. Stray, unclaimed, or unwanted dogs, cats, or ferrets may be sacrificed immediately.
 - 2. Dogs, cats, or ferrets that have an owner, are wanted by that owner, and are not immunized against rabies shall be quarantined for six (6) months at one of the following locations, as determined by the Chief of Police or his/her designee:
 - a) in a veterinary hospital; or
 - b) at a facility holding a current state pound and shelter license. These dogs, cats, or ferrets shall be immunized against rabies one month before release from quarantine. All fees for the boarding of the animal must be prepaid.
 - 3. Dogs, cats, ferrets, horses, cattle, and sheep that have an owner and are wanted by that owner, and for which the owner produces rabies vaccination certificates that contain the following information shall be immediately revaccinated and kept under the owner's control and observed for 45 days:
 - a) the expiration date of the rabies vaccination; and
 - b) positive identification for each of these mammals showing that the mammals are currently vaccinated by a licensed veterinarian with an approved vaccine for that species.
 - 4. Horses, cattle, and sheep not vaccinated with an approved vaccine for that species may be sacrificed immediately or quarantined for six months under conditions satisfactory to the Chief of Police or his/her designee.

5. Other mammals may be sacrificed immediately, except for those mammals currently vaccinated with an approved vaccine for that species. Mammals that have been appropriately vaccinated may be immediately re-vaccinated and quarantined for at least 90 days under conditions satisfactory to the Chief of Police or his/her designee.

8-311

PENALTY

Unless otherwise specified herein, upon a conviction for a violation of any section of this Article, a defendant shall be fined at least \$90.00 up to \$500, plus applicable court costs and fees, and/or imprisonment for not more than thirty (30) days. Each consecutive day's violation shall constitute a separate punishable offense.

In addition, the court shall also have authority to impose the following requirements: order the animal impounded; order the animal into quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and kenneling of the animal; order repayment of kennel fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits; designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling, veterinary care, and testimony necessitated by the enforcement of this ordinance.

ARTICLE 4. ANIMAL ATTACKS and DANGEROUS ANIMALS

8-401

PROHIBITIONS

It shall be unlawful for an animal to attack a domestic animal or human in any of the following ways:

- A. Aggressive animal attack without contact shall mean when an animal, without provocation, exhibits aggression or combativeness toward a person or another domestic animal.
- B. Aggressive animal attack with contact shall mean when an animal, without provocation, exhibits aggression or combativeness that results in scratches, nips, or minor bites to another domestic animal or person that may require medical treatment, but does not meet the definition of a dangerous attack.
- C. Dangerous animal attack shall mean when an animal, without provocation, attacks any human or domestic animal and causes great bodily harm, disfigurement, or death.

8-402

PENALTIES

A violation of Section 8-401 shall be a municipal offense for which a mandatory court appearance is required.

- A. Any person found guilty of a violation of section 8-401(A) shall be fined not less than \$50 nor more than \$200.
- B. Any person found guilty of a violation of section 8-401(B) shall be fined not less than \$100 nor more than \$500.
- C. Any person found guilty of a violation of section 8-401(C) shall be fined not less than \$200 nor more than \$1,000. In addition to the fine imposed, the court may sentence the defendant to imprisonment in the county jail for a period not to exceed 30 days, or such fine and imprisonment.

Under Section 8-401, the court shall also have authority to impose the following requirements: order the animal impounded; order the animal into quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and kenneling of the animal; order repayment of kennel fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits; designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

Failure to produce the animal for quarantine in accord with article 8-310 shall result in additional fines and penalties being levied by the court.

DESIGNATION AS DANGEROUS. The court may designate an animal as dangerous pursuant to an attack under 8-401 when it considers the following: the seriousness of any attack or wound; the past history of attacks by the animal; the potential propensity of the animal to attack or inflict wounds in the future; the conditions existing when the animal attacked (such as a trespass or assault by the victim); and the conditions under which the animal is kept and maintained.

If the animal is designated as dangerous, it shall not be returned to the owner unless the court allows its return and orders the owner to comply with 8-404. Failure to comply with section 8-404 within the time frame ordered by the court shall result in the immediate removal of the animal and forfeiture of all rights in the animal.

8-403 DANGEROUS ANIMAL. Except as provided elsewhere in this article, no person shall own, keep, or harbor any Dangerous Animal, as defined in Section 8-102(D) of this Chapter, in the City of Leavenworth.

8-404 EXCEPTIONS; PERMIT AND REGISTRATION REQUIREMENTS
The prohibition on Dangerous Animals in Section 8-403 of this Article shall NOT extend to the following situations, provided that any person or organization desiring to own, harbor or have charge, custody, control, or possession of a Dangerous Animal pursuant to the following subsections has first secured a permit pursuant to Article 5 of this Chapter:

- A. The keeping of such animals in zoos, bona fide educational or medical institutions, museums or any other place where they are kept as live specimens for the public to view, or for the purpose of instruction or study;
- B. The keeping of such animals for exhibition to the public of such animals by a circus, carnival or other exhibit or show;
- C. The keeping of such animals in a bona fide, licensed veterinary hospital for treatment;
- D. Commercial establishments possessing such animals for the purpose of sale or display;
- E. The keeping of a Dangerous Animal as defined in Section 8-102 (D)(2) and (D)(3) herein, provided that the following additional requirements are met for each such animal to be kept pursuant to this subsection, and said permit may only be re-issued on an annual basis, but only after reinspection and confirmation of the following:
 - 1. Each animal shall at all times be securely confined in one of the following manners:
 - a. Indoors, inside a residence or structure equipped with windows and doors that prevent the animal from exiting the

structure on its own volition; or

- b. Outdoors, in a securely enclosed and locked pen or kennel having: six (6) secure sides, which are either anchored to a secure floor or embedded at least two (2) feet into the ground; a secure top attached to the sides; and access controlled by a keyed or combination lock. Said structure must comply with all City building and zoning regulations and must be adequately lighted and ventilated and kept in a clean and sanitary condition;
 - c. If a dog owner uses a dog run to confine an animal, the following minimum requirements apply:
 - 1 dog = 80 sq ft
 - 2 dogs = 96 sq ft
 - 3 dogs = 140 sq ft
 - 4 dogs = 192 sq ft
 - d. Outdoors, outside its kennel or pen but securely restrained with 1) a muzzling device sufficient to prevent the animal from biting persons or other animals, and 2) a leash no longer than four (4) feet in length. Said leash must at all times be under the physical control of a person and shall not be attached to inanimate objects such as trees, posts, buildings, etc.
 - e. Animal must be sterilized.
2. The owner, keeper or harbinger of an animal under this subsection shall display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog," or "Beware of _____ (indicate animal)." In addition, a similar sign shall be posted on the kennel or pen of such animal.
 3. Each animal owned, kept, or harbored pursuant to this subsection shall be registered with the City according to the requirements of Article 5 of this Chapter.
 4. Each animal owned, kept, or harbored pursuant to this subsection shall be micro-chipped indicating the owner of the animal.
 5. The owner, keeper, or harbinger of an animal under this subsection shall, within ten (10) business days of receiving approval from the City for ownership of such animal, provide proof to the Chief of Police, or designee, of public liability insurance in a single incident amount of \$300,000.00 for bodily injury to or death of any person or persons or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such animal. This shall require a special insurance rider. At the time of application for permit renewal, the owner, keeper, or harbinger

must show proof of insurance for the present registration period and proof that there was insurance coverage throughout the period of the prior registration year.

- a. In the event said liability insurance is canceled, lapsed, or for any other reason becomes non-enforceable, said owner, keeper, or harbinger shall be in violation of the provisions of this ordinance and subject to the penalties provided herein.
6. The owner, keeper, or harbinger of an animal pursuant to this subsection shall, within ten (10) business days of receiving approval from the City for ownership of such animal, provide to the Chief of Police, or designee, two color photographs of the registered animal clearly showing the color and approximate size of the animal and shall have the animal microchipped.
 7. The owner, keeper, or harbinger of an animal pursuant to this subsection shall, within ten (10) days of the occurrence of any of the following events, report such event to the Chief of Police, or designee, in writing:
 - a. Death of the animal;
 - b. Birth of offspring of the animal; or
 - c. The new address of the animal owner should the owner move within the corporate City limits.

Any animal found to be the subject of a violation of any of the provisions of this subsection shall be subject to immediate seizure and impoundment and shall be delivered to a place of confinement, which may be with any organization which is authorized by law to accept, own, keep, or harbor such animals. In addition, failure to comply will result in the revocation of the license for such animal and the permit providing for the keeping of such animal resulting in the immediate removal of the animal from the City, or euthanasia of the animal, and may result in criminal penalties against the owner of such animal as provided for elsewhere in this Chapter.

8-405 FAILURE TO COMPLY

It shall be unlawful to fail to comply with the permit requirements in 8-404.

8-406 EXEMPTIONS

The provisions of this Article shall not apply to the transportation of such animals through this City, when such transporter has taken adequate safeguards to protect the public and has notified the local law enforcement agency of the proposed route of transportation and the time thereof and shall not apply to dogs kept by law enforcement agencies.

8-407 SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this chapter or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof.

8-408

VIOLATIONS AND PENALTIES

Unless otherwise stated herein, a violation of any provision of this Article shall be a municipal violation for which a mandatory court appearance shall be required. Upon conviction in the Municipal Court, a defendant shall be fined not less than \$50.00 nor more than \$1,000.00, plus applicable court costs and fees, per offense. In addition to the fine imposed, the Court may sentence the defendant to imprisonment in the county jail for a period not to exceed 30 days, or such fine and imprisonment. In addition, the court shall also have authority to impose the following requirements: order the animal impounded; order the animal into quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and kenneling of the animal; order repayment of kennel fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits; designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling, veterinary care, and testimony necessitated by the enforcement of this ordinance.

8-409

COSTS TO BE PAID BY RESPONSIBLE PARTIES

Any reasonable costs incurred by the Chief of Police or his/her designated representative in seizing, impounding, confining, or disposing of any dangerous or wild animal, pursuant to the provisions of this Article shall be charged against the owner, keeper, or harbinger of such animal.

ARTICLE 5. PERMITS AND LICENSING

8-501

PERMIT REQUIRED FOR MORE THAN SIX ANIMALS

Any person or organization wishing to own, keep or harbor more than six (6) animals, specifically more than four (4) dogs or cats or other non-prohibited animals or combination of non-prohibited animals at the same address or on the same premises shall be required to obtain a City permit for said ownership.

- A. An application for any permit required pursuant to this Section shall be made to the City Clerk in writing and upon a form furnished by the City Clerk. Said application shall be verified by the person who desires to have, keep, maintain, or have in his/her possession or under his/her control, in the City, the animals for which a permit is required, and shall set forth the following:
1. Name, address, and telephone number of the applicant.
 2. The applicant's interest in such animals and justification why such number of animals should be allowed in the City.
 3. The proposed location, and the name, address, and telephone number of the owner of such location, and of the lessee, if any.
 4. The number and general description of all animals for which the permit is sought.
 5. Any information known to the applicant concerning aggressive or dangerous propensities of all such animals.
 6. The housing arrangements for all such animals with particular details as to safety or structure, locks, fencing, etc.
 7. Safety precautions proposed to be taken.
 8. Noises or odors anticipated in the keeping of such animals.
 9. Prior history of incidents involving the public health or safety involving any of said animals.
 10. Proof of insurance to cover those who may be injured or killed by said animal.
 11. A statement, signed by the applicant, indemnifying the City and its agents and employees for any and all injuries that may result from said animal.
 12. Any additional information required by the Chief of Police or his/her designated representative at the time of filing such application or thereafter.

In addition, the applicant shall allow the Chief of Police or his designated

representative the ability to inspect the animals and/or property where the animals are to be kept.

- B. The fee for a permit application shall be \$25.00 per permit. The fee is nonrefundable. Said fee shall be payable to the City Clerk at the time of filing the permit application.
- C. Upon the submission of a fully and properly completed application for permit and fees, the City Clerk shall forward the permit application to the Chief of Police or his/her designee. The matter shall be set for hearing not later than 45 days after submission and acceptance of a fully and properly completed application for permit and the appropriate fees.
- D. No permit shall be granted except upon an explicit finding by the Chief of Police or his/her designee, that the issuance of a permit will not be contrary to the public health, safety, and general welfare. The Chief of Police or his/her designee may consider, but is not limited to the following factors in making his/her determination: the possible impact on neighbors and the surrounding area; the possibility of harm to the general public; detriment to the health of the animal(s) or neighboring animals; public nuisance, sanitary or offensive conditions; the noises from the animals and possible odors; the number of animals; planning and zoning requirements; etc. The Chief of Police or his/her designee may attach requirements and conditions to the issuance of the permit which the applicant will be required to comply with.

8-502

PERMITS; OTHER

Any permit which is required under the provisions of this Chapter and not specified elsewhere, shall be subject to the following provisions:

- A. An application for such permit shall be made to the Chief of Police in writing and upon a form furnished by the Chief of Police. Said application shall be verified by the person who desires to have, keep, maintain, or have in his/her possession or under his/her control, in the City, the animal for which a permit is required, and shall set forth the following:
 - 1. Name, address, email, and telephone number of the applicant.
 - 2. The applicant's interest in such animal and justification why such prohibited animal should be allowed in the City.
 - 3. The proposed location, and the name, address, and telephone number of the owner of such location, and of the lessee, if any.
 - 4. The number and general description of all animals for which the permit is sought.
 - 5. Proof the animal has been micro-chipped.
 - 6. Proof of compliance with keeping a dangerous dog, if applicable, under 8-404.

7. Any information known to the applicant concerning aggressive or dangerous propensities of all such animals.
8. The housing arrangements for all such animals with particular details as to safety or structure, locks, fencing, etc.
9. Safety precautions proposed to be taken.
10. Noises or odors anticipated in the keeping of such animals.
11. Prior history of incidents involving the public health or safety involving any of said animals.
12. Proof of insurance to cover those who may be injured or killed by said animal. Dangerous dog requires a \$300,000 rider policy.
13. A statement, signed by the applicant, indemnifying the City and its agents and employees for any and all injuries that may result from said animal.
14. Any additional information required by the Chief of Police or his/her designated representative at the time of filing such application or thereafter.

In addition, the applicant shall allow the Chief of Police, or his/her designated representative, the ability to inspect the animal and/or property where the animal is to be kept.

- B. The fee for a permit application shall be \$25.00 per permit. The fee is nonrefundable. Said fee shall be payable to the Chief of Police at the time of filing the permit application.
- C. Upon the submission of a fully and properly completed application for permit and fees, the Chief of Police or his/her designated representative shall begin an investigation to determine whether or not the permit should be issued.
- D. No permit shall be granted except upon an explicit finding by the Chief of Police that the issuance of a permit will not be contrary to the public health, safety, and general welfare. The Chief of Police may consider, but is not limited to the following factors in making his/her determination: the possible impact on neighbors and the surrounding area; the possibility of harm to the general public; detriment to the health of the animal(s) or neighboring animals; public nuisance; sanitary or offensive conditions; the noises from the animals and possible odors; the number of animals; planning and zoning requirements; etc. The Chief of Police, or designee, may attach requirements and conditions to the issuance of the permit which the applicant will be required to comply with.

8-503

PERMIT, TERM AND RENEWAL

No permit required by this chapter shall be granted for a period in excess of one

year. An application for renewal of any permit shall be made not less than 45 days prior to the expiration thereof and shall be accompanied by a \$25.00 renewal fee. To receive a permit, the owner must agree to provide ongoing authority to the city during the term of the permit and application process to inspect the animal and enclosures.

8-504

PERMIT; INSPECTIONS, INVESTIGATIONS, AND ISSUANCE OF RENEWAL

Prior to the annual renewal of any permit issued hereunder and at least once, the Chief of Police, animal control officer or a designated representative shall inspect the premises subject to such permit to determine whether the person to whom it has been issued is complying or continuing to comply with all of the conditions specified in this Article. In addition, the officer or representative shall investigate the past history of the permit holder to determine whether during the past permit period the permit holder was in compliance with all of the conditions specified in this Article. The investigation may include a review of department records and interviews with the permit holder and neighbors. If the officer or representative determines during any such inspection and investigation that any of the conditions therein specified are being violated or have been noted during the past permit period, he/she shall recommend denial of a renewal of any such permit, and/or he/she shall recommend revocation of such permit in the event that such violation is not corrected within such period of time as she/he shall direct. Upon completion of the investigation and review process provided herein, the Chief of Police or his/her designated representative shall, in the case of a multiple animal permit, recommend to the City Clerk that the permit be renewed or that the renewal application be denied, and in the case of any other permit required pursuant to this Chapter, either renew or deny the permit.

8-505

PERMIT; REVOCATION AND SUSPENSION

The Chief of Police may, for good cause, revoke any permit or modify any terms or provisions thereof and may, in the event it is reasonably necessary to protect against an immediate threat or danger to the public health or safety, suspend any permit or portion thereof without hearing. Failure to comply with any of the provisions of this chapter shall be considered good cause for revocation or suspension of a permit.

8-506

APPEALS; FEE

- A. Any person aggrieved by or dissatisfied with any of the decisions, rulings, actions or findings by the Chief of Police or his designated representative in regard to a denial, revocation or suspension of a permit may, within ten (10) days thereafter, file a written notice or statement of appeal from said decision, ruling, action or finding to the Leavenworth City Manager, or other designee of the Governing Body.
- B. An administrative fee of \$75.00 shall be paid to the City Clerk and is required for each appeal to the Leavenworth City Manager, or other designee of the Governing Body, and no appeal shall be set for hearing until such fee has been paid. No appeal shall be set for hearing if it is filed more than ten (10) days after said action, decision, ruling or findings of the Chief of Police or his designated representative from which the party is appealing.

- C. An appeal shall be scheduled for hearing within forty-five (45) days after the request and fees are received by the City Clerk.
- D. The filing of an appeal under this subsection shall not stay any action taken pursuant to this chapter.
- E. The decision of the Leavenworth City Manager, or other designee of the Governing Body, to either affirm or reverse the determination previously made by the Chief of Police regarding the issuance of a permit shall be final.

8-507

VIOLATIONS AND PENALTIES

Unless otherwise stated herein, the failure to obtain any permit required pursuant to this Article shall be a municipal violation for which a mandatory court appearance may be required. Upon conviction in the Municipal Court, a defendant shall be fined up to \$1,000.00, plus applicable court costs and fees, per offense. In addition to the fine imposed, the Court may sentence the defendant to imprisonment in the county jail for a period not to exceed 30 days, or both such fine and imprisonment. In addition, the court shall also have authority to impose the following requirements: order the animal impounded; order the animal into quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and kenneling of the animal; order repayment of kennel fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits; designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling, veterinary care, and testimony necessitated by the enforcement of this ordinance.

8-508

LICENSING; VACCINATION

No person shall own or have custody of any dog over four (4) months of age unless such dog is licensed as herein provided.

- A. Before a license will be issued, the animal owner must produce satisfactory evidence from a licensed veterinarian, that the dog has been vaccinated against rabies with either of the following:
 1. Killed tissue vaccine (also known as “one-year” vaccine) within the 12 months previous to the date of the issuance of the license.
 2. Modified live virus vaccine (also known as “three-year” vaccine) within the 36 months previous to the date of the issuance of the license.

- B. The license fee shall be \$20.00 for each dog; however, if spayed or neutered the license fee shall be \$10.00 for each. If the dog is spayed or neutered and microchipped, then the fee shall be \$8.00.
- C. All licenses shall be valid from the date of issuance through March 30th of each year. A late fee of \$10 will be charged for re-issued licenses requested after March 30th, this excludes new animal license requests. The office of the Chief of Police, or designee, city clerk, animal control, or area veterinarian is authorized to issue dog licenses.
- D. Each person shall, upon purchase of the required license, cause such animal to wear a durable tag furnished by the city for the particular animal for which the license is issued, and bearing the animal's assigned number. In case of the loss of any tag, the police department shall, upon presentation of the original receipt, issue a duplicate tag for a nominal fee. No person shall place upon any animal a City-issued tag other than the one given for the particular animal for which it is issued. Animal tags are non-transferrable to other animals or owners.
- E. It shall be unlawful for an owner or keeper of a dog to fail to:
 1. Procure and maintain current rabies vaccination(s) on said animal; and/or
 2. Purchase the annual City license for said animal,

Penalty. 8-508 E(1) and E(2) shall be considered separate offenses and, upon conviction, shall be punishable by a fine of at least \$50 up to \$200, plus applicable court costs and fees. Ongoing non-compliance may result in the court ordering additional penalties that may include: order the animal impounded; order the animal into quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and kenneling of the animal; order repayment of kennel fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits; designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling, veterinary care, and testimony necessitated by the enforcement of this ordinance.

ARTICLE 6. WILDLIFE

8-601 FEEDING WILDLIFE PROHIBITED.

It is unlawful for any person to feed a wild animal unless licensed to do so, with the exception of small seed eating birds, squirrels, and chipmunks. It is unlawful to place out mineral blocks or salt licks unless they are intended for authorized domestic livestock or part of the Urban Deer Management Program. This prohibition on feeding wildlife includes the feeding of feral animals and cats.

Penalty. Any person, firm or corporation violating any of the provisions of this title shall upon conviction thereof be fined a sum not to exceed \$1,000.00.

8-602 CONTROL OF PIGEONS AND OTHER BIRDS.

(a) Pigeons and other birds roosting or lingering on property or buildings pose a health hazard in addition to the offending of aesthetic senses by pigeon and other bird contamination. Such roosting or lingering is declared to be a public nuisance.

(b) Whenever a written complaint is received by the police department alleging pigeons or other birds lingering or roosting upon the property of the complainant, the police department shall refer such complaint to the health authority. The health officer or his designee shall investigate and, if it is determined that a public nuisance exists, may undertake eradication of the nuisance or authorize the complainant to proceed in a manner to be prescribed in writing by the health officer or his designee to eradicate the problem.

(c) The health officer or other designee may cause a nuisance under this section to be abated as provided in Chapter 28.

Penalty. Any person, firm or corporation violating any of the provisions of this title shall upon conviction thereof be fined a sum not to exceed \$1,000.00.

8-603 URBAN DEER MANAGEMENT; BOW AND ARROW HUNTING AUTHORIZED.

It is unlawful to hunt deer in the city with a bow and arrow except in compliance with the provisions of this article.

8-604 PERMIT REQUIRED; POLICE DEPARTMENT TO ISSUE; NO PERMIT ISSUED TO PERSON UNDER 18 YEARS OF AGE.

(a) Only the owner of a designated private property or persons with the owner's written permission shall be eligible to receive a city permit to bow hunt. The city police department is authorized to issue city deer hunting permits; provided, however, that no permit for hunting shall be issued for hunting on parcels under three acres or for hunting on city property shall be issued without a waiver approved by the city commission.

(b) Application for a permit under this section shall be made to the city police department, on forms provided by the department and shall be accompanied by a valid state deer hunting license and deer tag issued to the applicant and by a permit fee in the amount provided in the city fee schedule. Issuance of the city permit may be limited to a time and area more restrictive than the state license allows.

(c) No city permit will be issued to any person under the age of 18.

8-605 TRANSFER; DENIAL FOR FAILURE TO COMPLY; REVOCATION.

City permits under this division are not transferable. Failing to comply with the requirements of this division may result in the denial of future permits. The police department may revoke the city hunting permit if a hunter violates this division. Revocations may be appealed to the city manager.

8-606 RESTRICTIONS ON USE OF PERMIT.

(a) *Only permit holder may use permit.* Hunting shall only be by the person listed on the city permit. No person shall make any payment to any person for the right to hunt or be listed on the state license and city permit.

(b) *Hunting after consumption of alcoholic beverages prohibited.* No bow hunting will be allowed by license holder that has consumed cereal malt beverages, alcoholic liquor or any controlled substances two hours prior to hunting or during hunting activities.

(c) *Permit and valid photo identification to be carried when hunting.* Persons shall at all times when hunting, pursuant to the city permit, carry valid photo identification and a copy of the city permit and the state license.

(d) *Location restrictions.* No arrow or other object used to hunt deer pursuant to the city permit may be discharged or projected at such an angle or distance as to land on public or private property not described in the permit. No hunting shall be allowed closer than 500 feet to the property boundary of school property which contains a public school or an accredited non-public school during periods when students are in attendance or participating in school activities.

(e) *Use of tree stands required.* All hunting shall be conducted from an elevated tree stand that is at least ten feet in height and faces the interior of the property. The tree stands and shooting lanes will be located in such a way as to direct arrows to the interior of the property and to prevent any arrow from landing closer than 50 yards to any property line. The deer management committee may waive the elevation requirement for a hunter that is unable to climb into an elevated tree stand due to a disability. The urban deer management committee shall take public safety into consideration before granting such a waiver.

(f) *Transport of carcasses.* The transportation of a carcass along any public right-of-way, is prohibited, unless it is covered or hidden from public view.

(g) *Field dressing.* Any activity performed in conjunction with the issuance of the permit, including, but not limited to, field dressing or other handling of the carcass, must occur on the property specified in the city permit. Entrails shall not be left on the property where the deer is killed.

(h) *Time of hunting.* Bow hunting will be allowed one half-hour before sunrise to one half-hour after sunset.

(i) *Type of deer.* An antlerless deer must be harvested before an antlered deer can be harvested.

(j) *Wounded animals.* It shall be the responsibility of a bow hunter to inform the police department by telephone that a wounded deer has left the property and to inform the police department of the deer's probable location. The hunter shall make an attempt to contact the property owner of any adjacent properties prior to entering that property to search for a wounded deer. It shall ultimately be the responsibility of the hunter to find and remove any deer who leave the property.

(k) *Report of harvesting.* Each hunter who successfully harvests a deer will report the hunter's name, the gender of the animal and the location where harvested to animal control in person at the designated city office or by telephone to city animal control during normal business hours.

8-607 PENALTIES.

Violation of this section shall be a Class C public offense.

ARTICLE 7. LIVESTOCK

8-701 RUNNING AT LARGE PROHIBITED; IMPOUNDMENT.

No person shall permit any livestock or domestic fowl to run at large within the city limits, and the animal control office shall take up any livestock or domestic fowl found running at large upon any of the streets, avenues, alleys, sidewalks, parks, or other public grounds in the city for confinement in a pen, building or enclosure designated by the Chief of Police or designee. (See also 8-304)

8-702 KEEPING OF SWINE; POTBELLIED PIGS.

(a) *Prohibited.* It is unlawful for any person to raise or keep any swine in the city except as provided in this section.

(b) *Exception for special events.* Exhibitions of a temporary duration, such as a county fair or at locations provided by the city, may be permitted by the city commission if the swine are being kept by a participant in an educational project of a farm youth program such as 4-H or Future Farmers of America. Such approval shall designate the number of swine which may be kept and shall terminate when the educational program is completed. Approval may be denied by the city if such keeping of swine at the particular location would cause problems of sanitation or would affect the neighbors' enjoyment of their property. The decision of the animal control supervisor shall be final and conclusive.

(c) *Exception for potbellied pig.* It is lawful for a person to own, keep, or harbor in the city not more than one potbellied pig per residential or dwelling unit within the city limits, subject to the following restrictions:

(1) *Spaying or neutering required.* It is unlawful for any person to own, keep, or harbor a potbellied pig within the city limits that is not spayed or neutered within 30 days after attaining the age of three months.

(2) *Registration required.* Potbellied pigs must be registered with the city on or before March 31 of each year. Application for registration shall be made to the city clerk on a form provided by the clerk. The application shall be accompanied by a statement from a licensed veterinarian certifying that the animal is a potbellied pig and that the pig has been spayed or neutered and is in acceptable health, free from diseases.

(3) *Fee.* The application shall also be accompanied by a registration fee in the amount provided in the city fee schedule. An additional fee as provided in the city fee schedule will be charged for late registration after March 31. All fees shall be paid either to a local licensed veterinarian or the animal control facility. From each registration fee collected by a local licensed veterinarian, \$2.00 will be retained by the veterinarian as a service fee.

(4) *Being at large prohibited.* It is unlawful for any person to allow or permit any potbellied pig which is owned, kept, or harbored by him to run or be at-large in or upon the private premises of others or upon the streets, highways, and other public places of the city.

(5) *Property damage prohibited; remedies.* It is unlawful for the owner of a potbellied pig to allow or permit his potbellied pig to damage property of others or cause bodily injury. If the owner is adjudged guilty of a violation of this section, the court may, in addition to the penalty provided for the violation of this Code, order such disposition or destruction of the offending potbellied pig as may seem reasonable and proper.

(6) *Excessive noise prohibited.* It is unlawful for any person who owns, keeps, or harbors, maintains, or permits on any parcel of land or premises under his control any potbellied pig which by loud, continued or frequent oinking, squealing, or grunting shall annoy or disturb the peace and comfort of the inhabitants of any resident or neighborhood or interfere with any person in the reasonable and comfortable enjoyment of life or property. This section shall not apply to the animal control or veterinarians.

8-703

SANITARY REGULATIONS FOR KEEPING LIVESTOCK AND DOMESTIC FOWL

(a) It is unlawful for any person to provide a shelter, barn, stable or building to keep livestock or domestic fowl in the city unless the barn, stable, building or structure is so constructed or equipped with sewage disposal facilities approved by the animal control officer or city-county health department, together with flyproof windows and such other sanitary requirements as may be ordered by the city-county health department or animal control officer.

(b) All pens, yards, barns and other places in which any livestock or domestic fowl are kept in the city limits shall be kept and maintained in a clean and sanitary condition and free from all filth and manure and shall be open and subject to inspection by the police and sanitary officers of the city-county health department and shall be subject to such orders as the police and sanitary officers of the city-county health department may give relative to keeping the same clean and sanitary and the removal of all filth and manure therefrom.

8-704

KEEPING LIVESTOCK NEAR RESIDENTIAL AND COMMERCIAL BUILDINGS RESTRICTED.

It is unlawful for any person to keep cows, calves, horses, mules, donkeys, goats, kids, sheep or other livestock or farm animals in the city in a building or lot within 200 feet of any residential or commercial building other than that of the owner of such animals. The ratio of the animals to area shall not be greater than one animal per two acres of pasture or field area.

8-705 GRAZING RESTRICTED.

It is unlawful for any person to graze or cause to be grazed any cows, calves, horses, mules, donkeys, goats, kids, sheep or other such animals on any private property, street or parking areas inside the limits of the city. Stock may graze upon private property with the written consent of the owner of such property; however, the ratio of the animals to area shall not be greater than one animal per two acres of pasture or field area. No grazing shall be permitted within 200 feet of any residential or commercial building other than that of the owner of the animal.

8-706 SALES AREAS OR STOCKYARDS PROHIBITED IN FIRE ZONE NO. 1.

No person shall keep or maintain within Fire Zone No. 1 any sales area or stockyard where horses, mules, asses, jennies, sheep, swine, cattle or other animals shall be confined for sale or other purposes.

8-707 HORSEBACK RIDING.

(a) It is unlawful for any person to engage in horseback riding on public or private property within the city except as provided in this section.

(b) It is unlawful for any person to engage in horseback riding on private property within the city without the express consent of the owner of such property.

(c) It is unlawful for any person to engage in horseback riding in public parks or other public grounds unless expressly authorized by the police chief.

(d) It is unlawful for any person to engage in horseback riding in that portion of the public right-of-way adjacent and parallel to public streets commonly referred to as parkings, being that portion of the right-of-way not open to vehicular traffic.

(e) The city manager or police chief may authorize horseback riding for special events upon the completion of an application with the city clerk's office.

8-708 IMPOUNDMENT AND DISPOSITION OF LIVESTOCK

(a) *Applicability of procedure.* The procedure provided in this section shall apply only to livestock and domestic fowl.

(b) *Duty of animal control officer to impound and provide appropriate care.* It is the duty of the animal control officer to take up any livestock or domestic fowl

found running at large upon any of the streets, avenues, alleys, sidewalks, street parking areas, parks or other public grounds in the city. The animal control supervisor is the keeper of the shelter, pen, building or enclosure used for the housing of impounded livestock and domestic fowl and shall provide suitable and necessary food and shelter for impounded animals.

(c) *Sale of unredeemed animals; notice of sale.* An animal taken up and impounded under this article may be sold at public sale by the animal control supervisor at any time after the expiration of five days from the time of impoundment. The animal control supervisor shall give at least five days' previous notice of the time and place of such sale in the official city paper.

(d) *Clerk to attend sales, keep records.* The city clerk, or someone authorized to act in the city clerk's stead, shall attend all sales of animals under this section and keep a record of such sale with a description of the animal, the date of sale, the price paid, and identity of the purchaser. It shall be the duty of the animal control officer to notify the city clerk of the time and place of sale of any animals.

(e) *Deposit of net sale proceeds into city treasury.* The proceeds arising from sales of animals under this section, after deducting the costs of impoundment and care shall be paid to the city clerk.

(f) *Redemption by owner; fees.* The owner of impounded livestock or domestic fowl may redeem the animal prior to sale by making application to the animal control officer and paying the greater of:

(1) The actual cost of impoundment, care and feeding, including veterinary care; or

(2) An impoundment fee and a daily upkeep fee in the amount provided in the city fee schedule.

(g) *Payment of net sale proceeds to owner after sale.* If the owner's application for redemption is made after sale of the animal and the owner presents satisfactory proof of ownership, the owner may receive the net sale proceeds upon the following terms and conditions:

(1) If application is made by the owner before payment of the sale proceeds into the city treasury, the sale proceeds, after deducting the costs of taking up and impounding the animal, shall be paid to the owner. The owner shall sign a receipt for such proceeds which shall be delivered to the city clerk.

(2) If application is made by the owner after deposit of the sale proceeds into the city treasury, the animal control supervisor shall certify the facts to the city commission, including the costs of taking up and impounding the animal and the total sale proceeds. The city commission may then direct that the net proceeds, after deduction of impoundment costs, be paid to such claimant in the manner provided by law.

PENALTIES

Unless otherwise stated herein, a violation of this Article shall be a municipal violation for which a mandatory court appearance may be required. Upon conviction in the Municipal Court, a defendant may be fined up to \$1,000.00, plus applicable court costs and fees, per offense. In addition to the fine imposed, the Court may sentence the defendant to imprisonment in the county jail for a period not to exceed 30 days, or both such fine and imprisonment. In addition, the court shall also have authority to impose the following requirements: order the animal impounded; order the animal into quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and keeping of the animal; order repayment of impoundment fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits; designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling, veterinary care, and testimony fees necessitated by the enforcement of this ordinance.

ARTICLE 8. SHELTER, IMPOUNDMENT AND DISPOSITION

8-801 ANIMAL SHELTER RECORDS AND REPORTS.

The animal control supervisor shall keep accurate account of all animals received at the animal shelter and released to the owner or purchaser, showing the date and from whom received, the description of the animal, and the name and address of the person releasing or purchasing. The supervisor shall keep an accurate account and description of all animals destroyed, and an accurate and complete account of all moneys received during the months under the provisions of this chapter, together with a statement of the number of animals received, the number destroyed, the number released or adopted, and the number on hand at the end of the month.

8-802 REGISTRATION OF PERSONS DELIVERING ANIMALS TO SHELTER; ADOPTION PROGRAM FEES.

(a) The animal control supervisor shall not receive an animal into the animal shelter from any person unless the person shall submit proof of identification and give his full name and place of residence, which shall be registered and a proper record thereof kept by the animal control supervisor.

(b) It is unlawful for any person delivering to or receiving any animal from the animal shelter to give any false information concerning such animal. Any animal given to the pound by its owner, harbinger or keeper for disposition may immediately be adopted or destroyed in a humane manner.

(c) The animal shelter will accept animal owner relinquishments of their own animal and abandoned animals. The animal surrendered or abandoned will be accompanied with vaccination papers and any other medical history documentation to the extent available. (See also 8-302)

(d) The owner will complete a background form to facilitate direct entry of the animal into the adoption program and pay the fee therefor in the amount provided in the city fee schedule.

8-803 ADOPTION OF UNCLAIMED ANIMALS FROM SHELTER; SPAYING OR NEUTERING REQUIRED.

(a) An animal may be adopted by any person that agrees in writing to furnish proper care to the animal in accordance with this chapter and pays all required fees, including any medical care costs, incurred during impoundment. Adoption fees are as set out in the city fee schedule and may be waived by the police chief or city manager. It is unlawful for any person to fail to fulfill the terms of the written agreement required by this section.

(b) Pursuant to K.S.A. 47-1731, no dog or cat may be transferred to the permanent custody of a prospective owner by the animal shelter unless:

(1) The animal has been surgically spayed or neutered before the physical transfer of the animal occurs; or

(2) The prospective owner signs an agreement to have the dog or cat spayed or neutered and shall be given a voucher covering the cost of spay or neutering with a city contracted veterinarian. The prospective owner shall spay or neuter the dog or cat within the time specified in the agreement and provide proof of such completed requirement; provided, however, that nothing in this section shall be construed to require sterilization of a dog or cat which is being held by the animal shelter and which may be claimed by its rightful owner within the holding period established in K.S.A. 47-1710.

8-804

TRANSFER TO ANOTHER ANIMAL CONTROL AGENCY OR APPROVED ANIMAL PROGRAM.

(a) An animal eligible for adoption may be transferred to an animal control agency or approved animal program under the following criteria:

(1) The animal control agency or animal program must be licensed by the governmental body in which they operate.

(2) The animal control agency or animal program must be approved by the city police chief for transfer of such animals.

(3) The animal control agency or animal program must guarantee that the transferred animal will be spayed or neutered according to state statute and city ordinance.

(4) The animal control agency or animal program must guarantee to provide any necessary veterinary care for transferred animals and agrees city animal control and the city will not be responsible for any such care that the animal may need from the time of transfer forward.

(5) The animal control agency or animal program agrees that any transferred animal becomes their property and is not eligible for return to the city animal control facility.

(b) The city may cancel any transfer arrangement developed under this section for any reason, at any time.

(c) The animal control agency or animal program requesting transfers under this section will receive no priority access to any animal available for adoption or transfer, beyond the ability to test available animals for suitability for any special animal program and they may accept or reject them based upon these tests.

(d) There will be no fees associated with transfers to animal control agencies or animal programs approved under this section, however the animal control

agency or program will be responsible for and shall pay at or before the time of transfer any medical costs incurred by the city during impoundment.

8-805 DISPOSITION OF IMPOUNDED ANIMALS.

(a) If the owner, harborer, or keeper of any animal impounded by the city shall fail to demonstrate an apparent intent to recover or resume custody of such animal within four business days from the time the city takes possession of the animal, the city shall notify the owner, harborer or keeper in writing that, if the owner, harborer, or keeper does not make arrangements to recover or resume custody of the animal within three business days, the animal will be placed for adoption or destroyed as an abandoned animal. (See also K.S.A. 47-1710)

(b) The three business days shall be counted beginning at the conclusion of the initial four-business-day period. If the owner, harborer or keeper fails to make such arrangements within such time, the animal shall be placed for adoption or destroyed in accordance with this chapter and the owner, harborer or keeper will be responsible for providing impoundment and care costs incurred during the impoundment period.

(c) Notice in writing shall be delivered by U.S. Mail postage prepaid at the address listed with animal control or public record. In the event the notice by mail is not returned it shall be presumed delivered.

(d) This section shall not apply when specific requirements for impoundment and disposition of particular classes of animals are provided elsewhere in this chapter.

(e) In no event shall the impoundment facility release an animal to an owner if the owner has failed to pay a fine or has failed to appear in municipal court for the adjudication of a violation of this chapter.

8-806 WRONGFULLY ATTEMPTING TO CAUSE ANIMAL IMPOUNDMENT.

(a) It is unlawful for any person to turn loose or cause to be turned loose from any pen or enclosure any animal for the purpose of causing such animal to be impounded.

(b) It is unlawful for any person to take or drive any animal from any enclosed lot or track of ground or from or out of any stable or other building, to any pound in the city, with the intent that such animal shall be impounded, or to drive or entice any animal from beyond the limits of the city into any such pound, or to aid or abet the same.

8-807 INTERFERENCE WITH IMPOUNDMENT OR IMPOUNDED ANIMALS.

(a) It is unlawful for any person to obstruct, hinder or prevent the impounding of any animal running at large, contrary to the provisions of this chapter.

(b) It is unlawful for any person to break open, destroy or injure the city pound, or any door, gate, fence, or enclosure thereof, or to take or attempt to take any animal impounded by the city, or assist, advise or counsel another person to do the aforementioned acts, without city approval and without first paying all fees and costs of impoundment.

8-808

PENALTY.

Unless otherwise stated herein, a violation of this Article shall be a municipal violation for which a mandatory court appearance may be required. Upon conviction in the Municipal Court, a defendant may be fined up to \$1,000.00, plus applicable court costs and fees, per offense. In addition to the fine imposed, the Court may sentence the defendant to imprisonment in the county jail for a period not to exceed 30 days, or both such fine and imprisonment. In addition, the court shall also have authority to impose the following requirements: order the animal impounded; order the animal into quarantine or a continuation of a quarantine; order the quarantine to be served at a specific location, such as licensed veterinary office, animal shelter, or home of the owner; order registration and vaccination of the animal and other animals in the home; place limitations of other animals in the home; order sterilization of the animal; order microchipping of the animal; order requirements regarding muzzling and keeping of the animal; order repayment of impoundment fees and other expenses related to the care of the animal or animals; order removal of the animal from city limits; order the surrender of the animal; order revocation of registration; order revocation of the ability to own or register an animal in the city limits; designate the animal as dangerous; order euthanasia of the animal; and order such other requirements as deemed necessary by the court to ensure the health and safety of the community.

In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling, veterinary care, and testimony fees necessitated by the enforcement of this ordinance.

ARTICLE 9. ADMINISTRATION AND ENFORCEMENT

8-901 ENFORCEMENT OFFICIALS.

Except where otherwise provided, it shall be the duty of the animal control supervisor, with the assistance of staff and police, to administer and enforce the provisions of this chapter. It shall be the duty of the police to assist the animal control supervisor and the staff of the animal control supervisor with their enforcement efforts, and the police shall have full authority to enforce the provisions of this chapter.

8-902 AUTHORITY OF ANIMAL CONTROL OFFICERS; ENTRY ONTO PRIVATE PROPERTY.

(a) *Invitation by owner.* The animal control officer or police officer shall be permitted to enter on private property to capture an animal when the animal control officer is invited onto the property by the property owner or person having charge of such animal.

(b) *General power of enforcement officers.* In addition, when necessary to make an inspection, to enforce any of the provisions of this chapter, or when there is reasonable cause to believe that there exists in any building or upon any premises any condition or violation which creates an unsafe, dangerous or hazardous condition, the animal control supervisor, police officer, or appropriate code enforcement officer or the authorized representative of such officer may enter such building or premises at all reasonable times to inspect such building or premises so as to perform any duty imposed by this chapter, provided that:

(1) If the building or premises is occupied, the officer shall first present proper credentials and request entry. If the building or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

(2) If entry is refused, the animal control supervisor, police officer, or appropriate code enforcement officer or the authorized representative of such officer shall have recourse to every remedy provided by law to secure entry.

(c) *Inspection warrants.* When the animal control supervisor, police officer, or appropriate code enforcement officer or the authorized representative of such officer shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having the charge, care or control of any building or premises shall fail or neglect, after proper request is made as provided in this section, to promptly permit entry therein to the animal control supervisor, police officer, or appropriate code enforcement officer or their authorized representative for the purpose of inspection and examination pursuant to this chapter.

(d) *Implied consent to enter upon private property for enforcement.* In the interests of animal control enforcement, animal rescue, and open violation enforcement, any person keeping or harboring any animal in this city by so doing does authorize the animal control supervisor or appropriate code enforcement officer or their representatives, or police officers, to enter without warrant upon private property, except inside any residential structure, which such person owns or controls and where such animal is to be found, in plain sight, for the purpose of enforcement of this chapter, and to seize such animal from the private property to abate an ordinance violation.

(e) *Neglected, abused or suffering.* By the authority of the city to so provide and by the authorization stated in this section, any animal that is deemed by the animal control supervisor to be neglected or abused in violation of this chapter, and suffering, may be seized from the property of its owner or keeper to abate the suffering of that animal, and it may be confined at the animal shelter for disposition under the terms of this chapter.

8-903 PROCEDURE FOR PROSECUTION OF VIOLATIONS.

(a) For purposes of this Chapter the term “City of Leavenworth Officer or Employee” shall mean: a law enforcement officer, clerk of the municipal court or duly appointed representative, or animal control officer. No provision of this Chapter shall be construed to empower the clerk of the municipal court or duly appointed representative, or animal control officer with the powers of arrest, search, detention, or other powers of law enforcement officers, except as provided by law.

8-904 COMPLAINT; SERVICE; NOTICE TO APPEAR OR WARRANT; FAILURE TO ISSUE.

(a) A copy of the complaint shall be served, together with a notice to appear by a “City of Leavenworth Officer or Employee” upon the accused person, and forthwith, the complaint shall be filed with the municipal court, except that a complaint may be filed initially with the municipal court, and if so filed, a copy of the complaint shall forthwith be delivered to the city attorney. If a warrant is to issue, it shall only be served by a law enforcement officer in the same manner as prescribed herein.

(b) If a city attorney fails either to cause a notice to appear or to request a warrant to be issued, on a complaint initially filed with the municipal court, the municipal judge may, upon affidavits filed with him or her alleging the violation of an ordinance, order the city attorney to institute proceedings against any person. Any such municipal judge shall be disqualified from sitting in any case wherein such order was entered and is further prohibited from communicating about such case with the municipal judge pro tem appointed by the municipal judge to preside therein.

8-905 NOTICE TO APPEAR; CONTENTS; FORM.

A notice to appear shall describe the offense charged, shall summon the accused person to appear, shall contain a space in which the accused person may agree, in writing, to appear at a time not less than five (5) days after such

notice to appear is given, unless the accused person shall demand an earlier hearing. A notice to appear may be signed by a municipal judge, the clerk of the municipal court, the city attorney, or a "City of Leavenworth Officer or Employee." A notice to appear shall be deemed sufficient if in substantially the form of the notice to appear, to wit:

IN THE MUNICIPAL COURT OF _____, KANSAS
The City of _____, Kansas

vs.

(Accused person)

(Address)

NOTICE TO APPEAR

The City of _____, Kansas, To The Above Named Accused Person.

You are hereby summoned to appear before the Municipal Court of _____, Kansas, on the ____ day of _____, 20__, at _____ o'clock, _m., to answer a complaint charging you with

If you fail to appear a warrant will be issued for your arrest.

Dated _____, 20__.

Signature of Official

Title of Official

I agree to appear in said Court at said time and place.

Signature of Accused Person

RETURN

The undersigned hereby certifies that on the ____ day of _____, 20__, the notice to appear was served, mailed or delivered.

Law Enforcement Officer,
City of Leavenworth Officer or Employee

8-906

UNIFORM COMPLAINT AND NOTICE TO APPEAR.

(a) A complaint and notice to appear, as described in Section 8-904 and 8-905, maybe issued by a uniform complaint and notice to appear that substantially incorporates the required information in each section.

(b) A Uniform Complaint and Notice to Appear shall be served upon the accused person by delivering a copy to the accused personally, or by leaving it at the dwelling house of the accused person or usual place of abode with some person

of suitable age and discretion then residing therein, or by mailing it to the last known address of said person.

(c) The Uniform Complaint and Notice to Appear may be served by a "City of Leavenworth Officer or Employee" within the state and, if mailed, shall be mailed by such "City of Leavenworth Officer or Employee." Upon service by mail, the "City of Leavenworth Officer or Employee" shall execute a verification to be filed in Municipal Court with the copy of the notice to appear. Said verification shall be deemed sufficient if in substantially the following form:

The undersigned hereby certifies that on the ____ day of _____, 20__, a copy of the Uniform Complaint and Notice to Appear was mailed to _____ (the accused), at _____ (address of the accused).

Signature of Leavenworth City Officer or Employee

(See Charter Ordinance No. 61)

Section 2. Chapter 8 of the Leavenworth Code of Ordinances in existence as of and prior to the adoption of this ordinance, is hereby repealed.

Section 3. This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

PASSED and APPROVED by the Governing Body of the City of Leavenworth on the 13th day of February, 2024.

Griff Martin, Mayor

(SEAL)

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

**POLICY REPORT
PUBLIC HEARING
WAIVER OF THE DISTANCE REQUIREMENT
FOR TEMPORARY LIQUOR PERMITS FOR
IMMACULATE CONCEPTION CHURCH & ST. JOSEPH CHURCH**

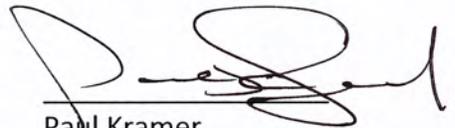
FEBRUARY 13, 2024

Reviewed by:



Sarah Bodensteiner, CMC
City Clerk

Reviewed by:



Paul Kramer
City Manager

Issue:

The issue before the City Commission is to consider a waiver of the code requirement that prohibits alcoholic liquor from being sold or served from a location within three hundred (300) feet of any church, school, nursing home, library or hospital; to allow the following temporary liquor permits to be issued for use at Immaculate Conception Church, located at 711 N. 5th St. on Sunday, March 10, 2024 for the St. Patrick's Corned Beef and Cabbage Dinner and at St. Joseph Church, located at 306 N. Broadway St. on Saturday, October 5, 2024 for the Annual Germanfest Dinner & Dance.

The City of Leavenworth Code of Ordinances, Chapter 6, Article III, Section 6-97 (d) allows the governing body to grant such a waiver, if they find that the proximity of the establishment is not adverse to the public welfare or safety. Letters were sent to all property owners within 300 feet of the location notifying them of the public hearing.

Action:

Approve or deny request to waive the 300 foot requirement from any church, school, nursing home, library or hospital.

Attachments:

- Letter dated January 10, 2024 from Kathy Roemer with Immaculate Conception – St. Joseph Parish requesting the waivers.



Immaculate Conception - St. Joseph Parish
747 Osage Street
Leavenworth, KS 66048
(913) 682-3953

Served by the Carmelites



January 10, 2024

City of Leavenworth
City Hall/5th & Shawnee
Leavenworth KS 66048

Sarah Bodensteiner, CMC,

I am writing to request that the City of Leavenworth grant Immaculate Conception-St Joseph Parish waivers for the 300-foot requirements in order to receive temporary liquor permits.

I request waivers for the following events in 2024:

Sunday, March 10 **St Patrick's Corned Beef & Cabbage Dinner**
at: Immaculate Conception Church
711 N. 5th St, Leavenworth, KS 66048

Saturday, October 05 **Annual Germanfest Dinner & Dance**
at: St Joseph Church
306 N. Broadway Leavenworth, KS 66048

John and Theresa Williams, of our Parish, will appear before the City Commission to answer any questions. Thank you for your assistance in this matter.

Sincerely,

Kathy Roemer

Kathy Roemer
Bookkeeper
kroemer@icsj.org

MAYOR'S APPOINTMENTS

FEBRUARY 13, 2024

Mayor Martin

"Move to

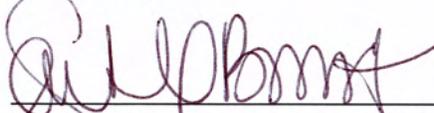
*Appoint to the **Convention & Tourism Committee** Jeanie Hazels to an unexpired term ending January 31, 2025*

Requires a second and vote by the Governing Body.

**POLICY REPORT
CONSIDER DELAWARE STREET AND 5th STREET CLOSURE REQUEST FOR
SPECIAL EVENT**

FEBRUARY 13, 2024

Prepared by:



Sarah Bodenstainer CMC, City Clerk

Reviewed by:



Paul Kramer, City Manager

ISSUE:

The City of Leavenworth Staff and Police Department received a request to close two blocks of Delaware Street and 2 blocks of 5th Street on Saturday, April 27, 2024 from 10:00 a.m. to 6:00 p.m. for a Special Event Sidewalk Sale.

BACKGROUND:

The City of Leavenworth received a Special Event Application (attached) from Cari Payer to have a Spring Clean out Sidewalk Sale on Saturday, April 27, 2024. The application included a Street Closure Request to close the 400 to 600 Block of Delaware Street and to close 5th Street from Shawnee Street to Cherokee Street to accommodate the event.

COMMISSION OPTIONS:

- Approve the Street Closure Request for Saturday, April 27, 2024 as presented
- Deny the Street Closure Request for Saturday, April 27, 2024 as presented

ATTACHMENTS:

- Special Event Application
- Street Closure Request Form
- Map of Requested Closure Area



Special Event Application

The undersigned hereby makes application for a Special Event in the City of Leavenworth, Kansas under the provisions of the Code of Ordinances, Chapter 42 Streets, Sidewalks and Other Public Places, Article VII

Fee: \$25.00 Per Event (non-refundable)

Application must be filed with the City Clerk eight (8) weeks prior to the event.

Event Information:

Name of Event: Spring Clean-out Type of Event: Downtown Fest.

Description of Event: Downtown Side ^{Sidewalk} Sale

Date of Event: Start Date: April 27th End Date: April 27th Time of Event: Start Time: 10 am End Time: 6 pm

Event Location: Downtown LV, Close Delaware : 5th (attach route map)
Between 4th & 6th

Applicant Information:

Applicant/Event Coordinator Name: Cari Payer

Applicant Address: 2003 5th St. City: LV State: KS Zip: 66048

Applicant Phone: 206-661-1544 Email: Cari.payer@gmail.com

Sponsoring Organization Information:

Business Name: First City Creatives

Business Address: 2003 5th St. City: LV State: KS Zip: 66048

Business Phone: 913-250-8548 Email: Contact@firstcitycreatives.com

Needs from the city: Street closure & sidewalk waiver

Will Event Have: Food Vendors Alcohol Inflatables Amplified Sound

Event Fees and Forms Needed:

Due at time of event application:

- * KDOR Packet
- * Loud Noise Permit: \$5/event
- * Park Reservation:
- * Street Closure Request

Due a minimum of 2 weeks prior to event:

- * Certificate of Insurance
- * Temporary Liquor Permit: \$25/day

Due 1 week prior to event:

- * Bounce House(s): Permit required from KS Dept of Labor:
- * Temporary Food Vendors: \$0-\$35/vendor (based on licensing provided)

I understand that no candy, gum, or items may be thrown, tossed or otherwise distributed from vehicles or individuals in a parade, run, race or walk.
Cary (initial)

Event Coordinator Signature:

Date: 1/31/24

<u>1-31-24</u> Date	<u>ARK</u> Received By	Office Use Only		
Due at time of application:	<input checked="" type="checkbox"/> Route Map	<input checked="" type="checkbox"/> KDOR	<u>N/A</u>	<input type="checkbox"/> Park Reservation
	<input checked="" type="checkbox"/> Noise Permit	<input checked="" type="checkbox"/> Street Closure Request		
Due after application:	<input type="checkbox"/> COI	<input type="checkbox"/> Temp Food	<input type="checkbox"/> Temp Liquor	<u>N/A</u> Inflation Certifications
			Approval:	
	<input type="checkbox"/> Fire Chief	<input type="checkbox"/> Police Chief	<input type="checkbox"/> City Manager	



Street Closure Request Form

Receipt of this form does not guarantee approval of street closure. Street closure requests will be reviewed and may require approval from the city commission at a future city commission meeting. If your event requires city commission approval, the city clerk's office will contact you with the date of the city commission meeting in which your request will be presented to the city commission. You will want to attend that meeting in case questions arise in order to ensure the commissions understand the full aspect of what you are requesting.

Applicant Details:

Applicant Name: Cari Payer
Applicant Phone: 913-250-8548 Applicant Email: Contact@firstcitycreatives.com

Event Details:

Name of Event: Spring Clean-Out Sidewalk Sale
Event Description: Downtown wide event with sales, food trucks and vendors
Start Date: April 27th End Date: April 27th
Start Time: 10am End Time: 6pm
Location of Event: Downtown Leavenworth
Street to be closed: Delaware between 4th : 6th AND 5th Between Shawnee & Cherokee
From: 8am To: 8pm
Reason street closure is needed: Pedestrian walking, vendor booths, food trucks

Is event: Pubic Event Private Event

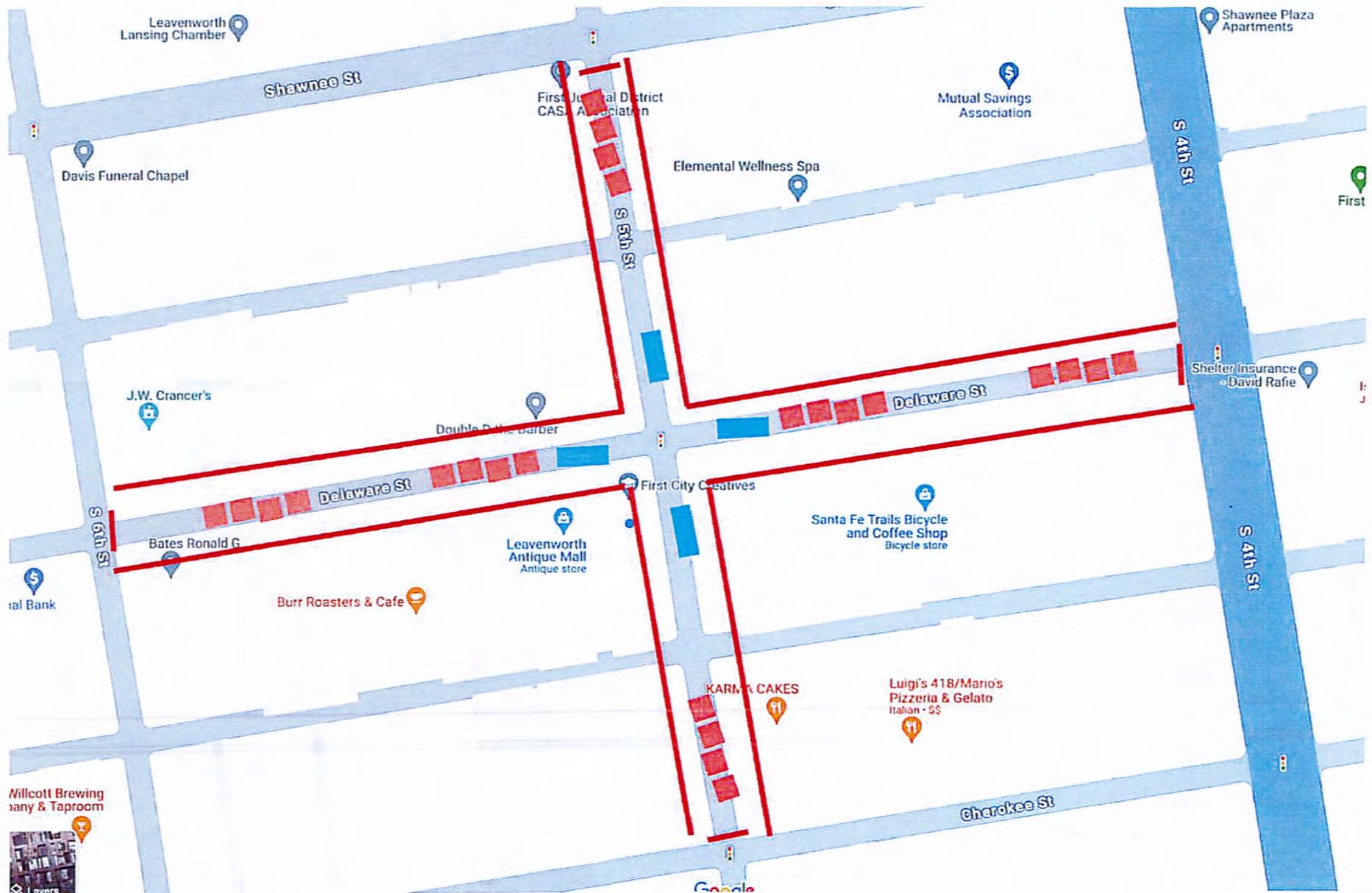
[Signature]
Event Coordinator Signature

JAN 24 2024
Date

Office Use Only	
<u>1-31-24</u>	Date Received
<u>AKL</u>	Received By
_____	Date Sent to PD for approval
_____	Date Sent to City Clerk to place on city commission agenda (if needed)
_____	City Commission Meeting Date
Police Chief	Approval: City Commission

SPRING CLEAN-OUT SIDEWALK SALE

APRIL 27TH
10 AM-6 PM



- ROAD CLOSURES
- VENDORS
- FOOD TRUCKS

Policy Report No. FIN-23-09

Consider Approval of Update Purchasing Policy

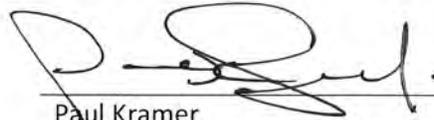
February 13, 2024

Prepared by:



Roberta Beier
Finance Director

Approved by:



Paul Kramer
City Manager

Issue:

Per the City's Purchasing Policy, approved by the City Commission on September 3, 2019, the responsibility for all purchases made by the City of Leavenworth is held by the City Commission. Also per the policy, the City Commission authorizes the City Manager to establish procurement rules and regulations for all City personnel. The approved Purchasing Policy is the instrument that the City Manager uses to establish those rules and regulations. Reviewing and updating the Purchasing Policy on a regular basis is necessary to maintain adherence to laws, regulations, and best business practices.

Since the last update to the Purchasing Policy, the City Commission amended Charter Ordinance 40 with Ordinance No. 8213 which increased the threshold permitted for Design/Build contracts to \$10,000,000 and the Finance Department made several changes to its routine practices to improve internal controls. At the same time, it has become clear that the Purchasing Policy is now outdated with regard to current practices and purchasing limits. Therefore, Staff is bringing an updated Purchasing Policy to the City Commission for approval. The updated Policy has been reviewed and endorsed by the City Manager.

Because a number of years have passed since most of the processes and practices in the Purchasing Policy have been updated, this revision of the Purchasing Policy contains several changes. The majority of these changes are minor clarifications to established procedures and responsibilities, but several of the changes are substantive. The substantive changes addressed three needs:

1. Updating responsibilities and strengthening internal controls to reflect the current practices of the Finance Department,
2. Updating purchasing limits to reflect current economic conditions, and
3. Updating purchasing practices to facilitate the City's ability to obtain competitive quotes and bids from a wider range of vendors.

Summary of Substantive Changes:

The substantive changes are summarized below:

1. **Update and clarification of responsibilities within the Finance Department.** The Accountant II has been assigned the role of Purchasing Agent, as well as other responsibilities. The updated Purchasing Policy clarifies the role of the Accountant II / Purchasing Agent position, as well as the roles of the remaining Finance Department staff, as they pertain to the purchasing process.

2. **Purchase Cards (Pcards).** The Finance Department has established a requirement that all Pcard Statements be reconciled within Munis, the City's Enterprise Resource Planning (ERP) system, once a week. Because of the prevalent use of Pcards for minor purchases, this important internal control is being formalized by adding it to the updated Purchasing Policy.
3. **Updated Purchasing Limits.** Purchasing limits were updated because the previously established purchasing limits are overly restrictive and burdensome due to inflation.
4. **Addition of Solicited Quote Process.** A Solicited Quote Process, which requires official publication, was added to the Purchasing Policy for purchases and contracts between \$25,000 and \$100,000. Per the existing Purchasing Policy, sealed bids are required for all purchases and contracts over \$25,000. For contracts under \$100,000, the sealed bid process is overly burdensome for smaller vendors, effectively reducing the number of local vendors that bid on City contracts. The goal of the Solicited Quote Process is to encourage the competitive participation of as many potential vendors as possible, while not requiring some of the more burdensome requirements of the formal sealed bid process.
5. **Increase in City Manager's Approval Authority.** The City Manager's approval authority is increased from \$25,000 to \$50,000. Due to inflation, the current Purchasing Policy's limit of \$25,000 makes it necessary for the City Commission to consider the approval of routine and relatively small purchases and change orders. The increased approval authority is reflective of current economic conditions and streamlines the purchasing process with nominal additional risk.
6. **Increase in Minimum Limit for Requests for Proposals (RFPs).** The existing Purchasing Policy requires a Request for Proposal of professional services for requirements greater than \$25,000. This limit requires an overly burdensome process for situations that require even minor outside professional assistance. The updated Purchasing Policy increases the requirement to \$50,000.
7. **Required Forms.** In order to streamline and standardize processes, the updated Policy includes an Appendix of Forms that must be completed for related activities:
 - a. Record of Written / Verbal Quotes (Quotation Form),
 - b. Request for Solicited Quote / Bid / Proposal,
 - c. Cooperative Purchase Request,
 - d. Sole Source Request, and
 - e. Change Order Request.
8. **Design/Build Contracts.** The updated Purchasing Policy adds a section that permits the City to enter into a Design/Build agreement with a contractor. All Design/Build contracts must be approved by the City Manager and contracts of \$50,000 or more must be approved by the City Commission.
9. **Equal Opportunity.** The updated Purchasing Policy adds an Equal Opportunity Section that requires vendors to abide by the City's Equal Opportunity Policy. This requirement is achieved by requiring an Equal Opportunity clause in all City contracts. A Purchase Order is often the only contract between the City and its vendors, therefore an Equal Opportunity clause is being added to the City's Purchase Order template. The existing Purchasing Policy includes an Affirmative Action Letter requirement for all sealed bids and RFPs. That requirement has been removed in the updated Purchasing Policy.

Summary of Updated Purchasing Limits:

The below table is a summary of changes made to purchasing limits:

Current Policy – Amount of Purchase	Updated Policy – Amount of Purchase	Approval Level	Type of Bid / Quote	Purchase Process
Up to \$5,000	Up to \$7,500	Supervisor or higher	None	Pcards, invoice, or requisition
\$5,000 to \$10,000	\$7,500 to \$15,000	Department Director and Finance Director	Price comparison with 3 verbal quotes	Invoice or requisition
\$10,000 to \$25,000	\$15,000 to \$25,000	Department Director, Finance Director, and City Manager	Price comparison with 3 written quotes	Invoice or requisition
N/A	\$25,000 to \$50,000	Department Director, Finance Director, and City Manager	Published quote process	Published quote process
N/A	\$50,000 to \$100,000	Department Director, Finance Director, City Manager, and City Commission	Published quote process	Published quote process
Over \$25,000	Over \$100,000	Department Director, Finance Director, City Manager and City Commission	Sealed bid process	Sealed bid process

Note: The updated Purchasing Policy explicitly states that a purchase shall not be split so as to avoid the bid process or bypass an approval authority.

Recommendation:

Staff recommends that the City Commission approve the updated Purchasing Policy to be effective as of this day, February 13, 2024.

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CITY OF LEAVENWORTH, KANSAS

PURCHASING POLICY

(DRAFT for 2024)

INTRODUCTION

A Purchasing Policy reinforces effective management of financial resources through the establishment of sound procurement processes and procedures. The proper administration of procurement for goods and services requires written policies that assign the duties and responsibilities of all participants involved in the purchasing process. Reviewing and updating these policies periodically helps maintain adherence to laws, regulations, and best business practices.

PURPOSE

The purpose of this policy is to establish guidelines for all City personnel on the processes, limits, and authorities for the purchase of materials, supplies, equipment, and services. This policy is designed to consider the best interests of the City, maximize resources, eliminate unapproved purchases, avoid conflicts of interest, and maintain practical methods of procurement.

SCOPE

The City's purchasing policy is based upon Kansas State Statutes and City Ordinances. This policy shall apply to any expenditure of City funds. However, this policy shall not prevent the City from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

On January 26, 2010, the City Commission adopted the HUD (Housing and Urban Development) Program Purchasing Policy as the principle guideline for the use of federal funds at Planters II. The HUD Program Purchasing Policy is included in this document, immediately following the Purchasing Policy Appendices.

POLICY & RESPONSIBILTIES

City Commission:

The responsibility for all purchases made by the City of Leavenworth is held by the City Commission. The City Commission authorizes the City Manager to establish procurement rules and regulations for all City personnel.

City Manager:

The City Manager establishes the rules and regulations for the procurement of all goods and services. The City Manager and City Commission possess the sole authority for any deviation from established procurement procedures. The City Manager is responsible for invoking potential disciplinary actions in the event of improper procurement practices.

Finance Director:

The Finance Director is responsible for:

- Hiring and directing the Purchasing Agent.
- Recommending purchasing policies and procedures to the City Manager.
- Directing and managing the purchasing processes and operations.
- Reviewing and updating purchasing policies and procedures on a regular basis.

Department Directors:

Department Directors, or their designees, are responsible for:

- Ensuring that all personnel in their department are knowledgeable of and fully understand the procurement procedures established by the City Manager.
- Ensuring that purchasing policies are applied uniformly and consistently to all purchases made by their department.
- Ensuring that specifications and requirements submitted for purchases provide for maximum competition among vendors providing goods or services.
- Planning purchases in a manner that allow sufficient time for compliance with purchasing policies and procedures.

Senior Accountant:

The Senior Accountant is responsible for:

- Managing the vendor list including adding new vendors, updating vendor information, and inactivating vendors as necessary.
- Managing the chart of accounts including establishing new account codes and project numbers.

Purchasing Agent / Accountant II:

The Purchasing Agent is responsible for:

- Ensuring compliance with purchasing policies, statutes, and other purchasing regulations.
- Assembling and disseminating bid packets and requests for proposals (RFPs).
- Providing bid information to the City Clerk for publication in the City designated newspaper.
- Establishing and presiding over bid openings.
- Reconciling the Accounts Payable sub-ledger to the General Ledger on a monthly basis.

Accounts Payable / Accountant I:

The Accountant I is responsible for:

- Reviewing all invoices that have been entered into the ERP system including checking for:
 - Proper documentation (every transaction must have an attached invoice, receipt, or contract),
 - Approvals, and
 - Correct account codes.
- Entering invoices for utilities and some annual contracts.
- Entering purchases on behalf of departments which exceed their annual budget.
- Releasing batches and paying invoices once they have been reviewed and fully approved.
- Preparing the Claims Report for the City Commission on a bi-weekly basis.

PURCHASE CARDS

The use of City-issued purchase charge cards provides Departments with an expedient method to make purchases of goods and services within their spending authority. The following section outlines the responsibilities of individuals related to the Purchase Card program.

Finance Director:

- Approves the issuance of purchase cards.
- Approves temporary increases to credit limits and single-purchase transactions.

Department Directors:

- Request purchase cards for new employees.
- Request and/or endorse temporary increases on behalf of cardholders.
- Review and approve cardholders' purchases prior to cardholder making purchase.
- Review receipts from cardholders to ensure accuracy and appropriateness of purchases.
- Approve purchase card transactions in the ERP system after the cardholder has reconciled their purchase card statement.

Senior Accountant:

- Requests and issues new purchase cards at the direction and approval of the Finance Director.
- Cancels and disposes of purchase cards no longer used.
- Notifies bank of lost or stolen purchase cards.
- Executes the temporary limit increases for cardholders at the direction and approval of the Finance Director.

Purchasing Agent / Accountant II:

- Reviews receipts from cardholders to ensure accuracy and appropriateness of purchases.
- Manages weekly purchase card reconciliation process in coordination with cardholders.
- Reconciles the purchase card liability account to the credit card statement on a monthly basis and creates journal entries to re-class expenditures as necessary.
- Creates year-end journal entry to re-class purchase card expenditures to the proper year.
- Assists cardholders with notification of erroneous, disputed, or returned charges.

Cardholders:

- Will be familiar with and comply to the purchasing policies.
- Make purchases within the limitations as established in these policies.
- Ensure purchases are used for only City business.
- Ensure the security of City purchase cards.
- Maintain itemized receipts for all purchases.
- Notify supervisor of erroneous charges, disputed items, or returns as soon as possible.
- Notify card provider and supervisor of lost or stolen cards as soon as possible.
- Reconcile purchase card statements on a weekly basis in the ERP system with direction and assistance from the Purchasing Agent.
- Will reimburse City for inadvertent or unauthorized use of purchase card.

INVOICE & PAYMENT PROCESSING

For purchases of less than \$7,500 and for invoices received by the department associated with existing purchase orders, invoices are scanned and attached to the request for payment in the ERP system.

By approving the electronic payment request, the Department Director, or designated assignee, indicates agreement with the invoice, specifies that the goods and services were required for the proper operation of their department, and verifies that the goods or services procured have been received by the department.

After invoices have been approved for payment by all assigned approvers, the Purchasing Agent or Accounts Payable staff will process the invoice for payment via check or EFT based on that vendor's preference.

REQUISITIONS

A requisition is a departmental request seeking authorization to initiate a purchase. Requesting Departments create a requisition within the ERP system with assistance from the Purchasing

Agent, if necessary. Requisitions must be submitted with adequate lead time to allow the approval process to be completed by all approvers before making the purchase.

By approving the electronic requisition, the Department Director, or designated assignee, indicates agreement with the contents of the requisition, specifies that the goods and services are required for the proper operation of their department, and that sufficient funds exist in the departmental budget to pay for the procurement.

After the requisition is approved by the Department Director, or designated assignee, it is approved by the Finance Director and/or the City Manager, depending on the dollar amount of the requisition. After the required approvals have taken place, the requisition creates a purchase order in the ERP system.

ETHICS & CONFLICTS OF INTEREST

No City Commissioner, City employee, or business (in which any Commissioner, their spouse or City employee has a 50% or more proprietary interest) shall:

- Sell, buy, or lease real or personal property to or from the City.
- Sign contracts with the City to perform services.
- Buy, barter for, or in any way engage in bonds, warrants, or other transactions that involve the indebtedness of the City.

PURCHASING LIMITS

Purchasing limits are outlined on the following page.

PURCHASING LIMITS

Amount of Purchase	Approval Level	Type of Bid/Quote	Vendor Selection	Purchase Process
Up to \$7,499	Supervisor or higher	none	Department preference	Purchase card, Invoice, or Requisition
\$7,500-\$14,999	Department Director + Finance Director	Price comparison w/ 3 verbal quotes	Lowest price / best vendor	Invoice or Requisition
\$15,000-\$24,999	Department Director + Finance Director + City Manager	Price comparison w/ 3 written quotes	Lowest price / best vendor	Invoice or Requisition
\$25,000-\$49,999	Department Director + Finance Director + City Manager	Published quote process	Lowest price / best vendor that meets all specifications + City Manager approval	Published quote process
\$50,000-\$99,999	City Manager + City Commission approval	Published quote process	Lowest price / best vendor that meets all specifications + City Manager approval + Commission approval	Published quote process
\$100,000+	City Manager + City Commission approval	Sealed bid process	City Manager recommendation + Commission approval	Sealed bid process

A purchase shall not be split so as to avoid the bid process or bypass an approval authority.

EXCEPTIONS TO PURCHASING LIMITS

The following are exceptions to the established purchasing limits and the City's competitive procurement process:

- Approved sole source procurements, cooperative purchase agreements, and design/build projects.
- Emergency purchases as defined on page 29.
- Utility service costs for City-owned or operated facilities.
- Utility relocation payments negotiated in accordance with resolutions and ordinances adopted by the City Commission.

PUBLIC IMPROVEMENTS

The purchase of goods and/or services related to public improvement projects shall be governed by K.S.A. 13-1017, as amended by City ordinances.

K.S.A. 13-1017 States:

“Before undertaking the construction or reconstruction of any sidewalk, curb, gutter, bridge, pavement, sewer or any other public improvement of any street, highway, public grounds or public building or facility, or any other kind of public improvement in any city of the first class is commenced or ordered by the governing body, or under its authority, a detailed estimate of the cost of the improvements shall be made under oath by the city engineer (or some other competent person, appointed for such purposes by the governing body). Such estimate shall be submitted to the governing body for its action thereon. In all cases where the estimated cost of the contemplated building, facility or other improvement amounts to more than ~~\$2,000*~~, \$10,000,000** sealed proposals for the improvement shall be invited by advertisement, published by the city clerk once in the official city paper.” ... “This section shall not be construed to include any repair or maintenance work not amounting to substantial alteration, addition or change in any structure, street or facility. "Public improvement" as used herein shall not include the making of repairs or the maintenance of any building, street, sidewalk or other public facility in such cities by employees of such cities or the making of any expenditure from the city budget for such purposes.”

Given the technical nature of such improvement projects, the City of Leavenworth has determined that the Public Works Director shall be responsible for adhering to applicable Federal and State purchasing requirements and shall be responsible for conducting the appropriate formal proposal processes.

***Charter Ordinance 40** was passed May 27, 1997, exempting the City of Leavenworth from the \$2,000 limit and allows the City to make future changes by simple ordinance. **Charter Ordinance 40** was amended on May 9, 2023, with **Ordinance No. 8213**.

****By City ordinance, the \$2,000 threshold has been changed to \$10,000,000.**

PREFERENCE FOR LOCAL VENDORS DOMICILED WITHIN CITY LIMITS

In circumstances where quotes or bids are received by both local* and non-local vendors, the City of Leavenworth may give up to a 1% preference to vendors domiciled within city limits provided that the goods or services meet the required specifications.

*Maintains a permanent place of business within the Leavenworth City limits

VENDOR QUOTATIONS

Soliciting quotations from vendors requires preparation and proper data recording. All goods/services with a cost exceeding \$7,499 require quotes to be obtained prior to purchase. Verbally received quotes are allowable for requirements between \$7,500 and \$15,000. For requirements between \$15,000 - \$24,999, requesting departments must receive a written/documented quote from each vendor. For requirements between \$25,000 and \$99,999, requesting departments must solicit quotes by publishing the quote requirements in the City approved newspaper and on the City website, at a minimum. Requesting departments are encouraged to publish the quote requirements on additional relevant platforms, when available.

Verbal and Written Quotes for Less Than \$25,000:

The following steps will be followed when obtaining verbal and written quotes with requirements less than \$25,000:

- Utilize the Record of Written / Verbal Quotes (Quotation Form).
- Decide in advance what vendors represent possible suppliers (minimum of 3 when possible).
- When contacting the vendor be sure to:
 - Identify yourself by name as City representative.
 - Inform the vendor that the City is soliciting competitive verbal (\$7.5k - \$15k) or written (\$15k - \$25k) quotations.
 - Provide a delivery date for the good/service requested.
 - Provide the quantity, unit of measure, and complete description of the item(s).
 - Request firm pricing for the required item(s) and ask what credit terms will be extended to the City if an order is placed with their firm.
- Ensure that quotes represent equivalent goods or services.
- Using the Quotation Form, mark the selection of the most competitive quotation with the lowest total price that meets or exceeds the requirements of the quotation. For written quotes, attach quotations received from the vendor.

When Verbal Quotations Are Not Appropriate:

Under the following circumstances, it may be desirable to obtain written quotations from vendors despite a cost falling below the \$15,000 threshold:

- Special specifications or technical problems.
- A large number of separate items are involved in the quotation.
- Potential vendors are located outside the local trade area.
- It is not possible to secure verbal quotes.

Verbal and Written Quotes for Requirements Between \$25,000 and \$99,999:

A public solicitation for written quotes or a formal sealed bid is required for all quotes with requirements greater than \$25,000. The Purchasing Policy allows for the public solicitation of quotes between \$25,000 and \$99,999 in lieu of the formal sealed bid process. The goal of this process is to encourage the competitive participation of as many potential vendors as possible while not requiring some of the more burdensome requirements of the formal sealed bid process. The Department Director or City Manager may request that a formal bid process be used for purchases below \$100,000, in which case, the formal bid process will be followed. The following steps will be followed when obtaining written quotes through a public solicitation:

Solicited quotes require public notice (legal publication), and will include a quote due date and time. The public notice shall be published in the local paper a minimum of 10 working days prior to the bid opening. Distribution of the Quote Document will not occur until after publication occurs. All publication notices shall be issued by or through the Purchasing Agent. Publication costs shall be charged to the requesting department.

Specifications:

Specifications identify the minimum acceptable requirements of any proposed procurement thereby assuring that the required quality level is procured. A specification may be a description of the physical (design specification) or functional (performance specification) characteristics of an item or a combination of physical and functional characteristics of an item.

It is the responsibility of requesting departments to provide the Purchasing Agent with open, competitive and non-restrictive specifications related directly to the aspects of proper quality levels. The specifications should provide procurements that are able to perform as necessary and are as durable as needed.

To avoid organizational conflicts of interest and to assure objective specifications, potential contractors for any given procurement should not prepare or assist in the preparation of specifications for that procurement except as a participant in a Pre-Specification Conference.

The Finance Director is ultimately responsible for ensuring that specifications are complete, competitive, and non-restrictive before a request for quote is published and distributed. Finance will not unilaterally alter departmentally supplied specifications. Specifications will only be changed with the concurrence of the requesting department.

Vendor List:

The Purchasing Agent maintains listings of potential vendors of City required goods and services. Any potential vendor may request the Purchasing Agent to place their firm on the City's vendor lists.

Initiation of Public Solicitation for Written Quotes:

Solicitations for written quotes are initiated by completing the Request for Solicited Quote / Bid, / Proposal Form (Quote, Bid, or Proposal Form). A completed Quote, Bid, or Proposal Form contains all specifications, has relevant descriptive literature attached, and has been authorized and signed by the Department Director. After the Quote, Bid, or Proposal Form has been completed, it is submitted to the Purchasing Agent.

Preparation of Quote Documents:

Upon receipt of a completed Quote, Bid, or Proposal Form the Purchasing Agent will prepare the Quote Document and specifications in cooperation with the requesting department.

Contents of Quote Document:

The quote document shall include:

- A Cover Sheet detailing quote title, quote number, and quote tally date.
- City's Standard Terms and Conditions describing the procedures and requirements for responding to the quote.
- Special Terms and Conditions governing subsequent contractual provisions between the successful vendor and the City (includes insurance and bonds), if necessary.
- Open and competitive specifications (provided by the department requesting the quote) that detail the physical and/or functional requirements of the goods or services required.
- Quote sheets to be filled in, signed and dated by responders to the quote.

Pre-Specification Conference:

If required, the Purchasing Agent reserves the right to convene pre-specification conferences to assist in the drafting of open and competitive quote specifications. Such conferences are attended by potential vendors, appropriate departmental personnel involved in the proposed procurement, and the Purchasing Agent.

Approval of the Quote Document:

Prior to the publication (legal notice) of the request for quote, the requesting Department Director shall review the vendor list and the quote document and indicate their approval by initialing both documents.

Publication Notice:

The Purchasing Agent will provide a Quote publication notice (legal notice) to the City Clerk, who will publish the Quote notice in the newspaper officially designated by the City a minimum of 10 working days prior to the Quote's due date. Quote Documents will only be distributed after the notice is published.

Additional publications may be utilized based on the need of and suitability for any particular proposed procurement. The requesting department and Purchasing Agent will work together to determine if additional publications are suitable for a particular project.

The publication notice will invite prospective respondents to submit Quotes for the proposed procurement. The notice will summarize the Quote specifications; state the due date and time for the Quote; and will instruct prospective respondents on how to obtain copies of the Quote document. The notice will contain verbiage signifying the City is an Equal Opportunity Employer. If a pre-quote conference is contemplated, the time, date and location of such conference will be included in the publication notice.

All publication notices shall be issued by or through the Purchasing Agent. All costs related to the publication shall be borne by the requesting department.

Pre-Quote Conference:

If required, the Purchasing Agent will convene a pre-quote conference for the purpose of reviewing and clarifying the published specifications and answering potential vendor's questions about the project. Such conferences are open to the public, attended by potential vendors, appropriate departmental personnel involved in the proposed procurement, and the Purchasing Agent. The Purchasing Agent will maintain a list of attendees. The date, time, and place of any such pre-quote conference will be included both in the quote document and notice of publication if such a conference is contemplated.

Addenda:

Any and all changes, modifications or clarifications to a distributed Quote Document will be issued by the Purchasing Agent in the form of a written addendum distributed to all potential vendors of record. Any addenda shall reset the 10-day submission window for potential quotes. After their issuance, addenda become a part of the Quote Document.

Cancellation of Quotes Prior to Quote Tally:

The City reserves the right to cancel distributed quotes prior to the date and time of the quote tally.

Withdrawal of Quote or Submission of a Corrected Quote:

Potential vendors may withdraw their quotes, for any reason, prior to the time and date of the quote tally. Such withdrawal shall be requested in writing by an authorized agent of the vendor. Potential vendors may submit a corrected quote any time prior to the time and date of the quote tally.

Quote Tally:

The Purchasing Agent shall tally all quotes on the day specified in the quote document. All quotes shall be date & time stamped upon receipt. Quotes received after the time and date designated in the quote document shall not be considered for award. Potential vendors will be notified if their quote was received after the deadline for submission.

Modification or Withdrawal of Quotes after the Quote Tally:

Quotes may not be modified after the quote tally. Negotiations with vendors after the quote tally are not allowed. Quotes may be withdrawn without prejudice after the quote tally upon written request of the vendor. In this case, the next lowest quote will be considered.

Rights Reserved by the City:

The City reserves the right to reject any and all quotes and any part of a quote, and to waive informalities, technical defects and minor informalities in quotes received. In the event of a tie, the city reserves the right to select the responsive vendor that provides the best value to the city.

Public Access to Quote Documents:

After quotes have been tallied, the quotes become public information and will be available for inspection by the general public in accordance with the Kansas Open Records Act. Generally, information contained in the quotes that discloses proprietary or financial information is not available to the general public.

Failure to Enter into Contract:

If the successful vendor fails to enter into a contract as provided for in the quote document, the quote will be awarded to the next lowest responsive and responsible vendor or the request for quote process will be restarted.

Equal Opportunity:

All contracts with the City shall contain an Equal Opportunity section. When the vendor signs a City contract or accepts a purchase order from the City, the vendor agrees to abide by the City's

policy which prohibits discrimination against any person on the basis of race, religion, color, sex, disability, national origin, ancestry or age and shall comport its performances with all pertinent provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.* (including the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 *et seq.*)).

Quote awards for Contracts over \$50,000:

After a complete quote evaluation, the requesting department shall furnish a written Policy Report under the signature of the appropriate Departmental Director. If the recommendation is other than the lowest responsive and responsible bidder, the Policy Report shall note the specific justification. The Policy Report shall be submitted to the City Manager for approval and then to the City Commission for consideration.

Notification of Award:

Departments will notify the Purchasing Agent of the selection of a successful vendor. Successful vendors will be notified by the Purchasing Agent of the quote award. The signed contract (if applicable) will be filed at the City Clerk's office and an official Purchase Order will be created in the ERP system by the requesting Department. The Purchase Order serves as the official contract document between the City and the contractor. Other contractual documents may be issued to supplement the Purchase Order if deemed to be in the best interest of the City by the City's Legal Counsel.

FORMAL BIDS

Formal bids are written documents issued by the Purchasing Agent inviting potential vendors to submit written pricing for specific goods and services in conformance with specifications, terms, conditions and other requirements described in the Bid Document.

Sealed bids require public notice (legal publication), and will include a public bid opening at a designated place and time. The public notice shall be published in the local paper a minimum of 10 working days prior to the bid opening. Distribution of the bid document will not occur until after publication occurs. All publication notices shall be issued by or through the Purchasing Agent. Publication costs shall be charged to the requesting department. Sealed bids require strict adherence to the formal bidding process outlined below. Final approval authority on sealed bids remains with the City Commission.

Specifications:

Specifications identify the minimum acceptable requirements of any proposed procurement thereby assuring that the required quality level is procured. A specification may be a description of the physical (design specification) or functional (performance specification) characteristics of an item or a combination of physical and functional characteristics of an item.

It is the responsibility of requesting departments to provide the Purchasing Agent with open, competitive and non-restrictive specifications related directly to the aspects of proper quality levels. The specifications should provide procurements that are able to perform as necessary and are as durable as needed.

To avoid organizational conflicts of interest and to assure objective specifications, potential contractors for any given procurement should not prepare or assist in the preparation of specifications for that procurement except as a participant in a Pre-Specification Conference.

The Finance Director is ultimately responsible for ensuring that specifications are complete, competitive, and non-restrictive before a bidding document is published and distributed. Finance will not unilaterally alter departmentally supplied specifications. Specifications will only be changed with the concurrence of the requesting department.

Bidders List:

The Purchasing Agent maintains listings of potential contractors of City required goods and services. Any potential vendor may request the Purchasing Agent to place their firm on the City's bidder's lists.

Initiation of Formal Bid Process:

Formal bids are initiated by completing the Request for Solicited Quote, Bid, or Proposal Form (Quote, Bid, or Proposal Form). A completed Quote, Bid, or Proposal Form contains all specifications, has relevant descriptive literature attached, and has been authorized and signed by the City Manager or designee. After the Quote, Bid, or Proposal Form has been completed, it is submitted to the Purchasing Agent.

Preparation of Formal Bids:

Upon receipt of a completed Quote, Bid, or Proposal Form the Purchasing Agent will prepare the Bid Document and specifications in cooperation with the requesting department.

Contents of Formal Bidding Document:

The bidding document shall include:

- A Cover Sheet detailing bid title, bid number, bid opening date and time, and location of the bid opening.
- City's Standard Terms and Conditions describing the procedures and requirements for responding to the bid.
- Special Terms and Conditions governing subsequent contractual provisions between the successful bidder and the City (includes insurance and bonds), if necessary.

- Open and competitive specifications (provided by the department requesting the bid) that detail the physical and/or functional requirements of the goods or services required.
- Bid sheets to be filled in, signed and dated by bidders.

Pre-Specification Conference:

If required, the Purchasing Agent reserves the right to convene pre-specification conferences to assist in the drafting of open and competitive bidding specifications. Such conferences are attended by potential bidders, appropriate departmental personnel involved in the proposed procurement, and the Purchasing Agent.

Approval of the Bidding Document:

Prior to the publication (legal notice) of the bid, the requesting Department Director shall review the bidder's list and the Bid Document and indicate their approval by initialing both documents.

Publication Notice:

The Purchasing Agent will provide a Bid publication notice (legal notice) to the City Clerk a minimum of ten (10) working days prior to the Bid's submission due date (or as otherwise required by Kansas statute). The City Clerk will publish the Bid notice in the newspaper officially designated by the City a minimum of 10 working days prior to the Bid's submission due date. Bid documents will only be distributed after the notice is published.

Additional publications may be utilized based on the need of and suitability for any particular proposed procurement. The requesting department and Purchasing Agent will work together to determine if additional publications are suitable for a particular project.

The publication notice will invite prospective respondents to submit sealed Bids for the proposed procurement. The notice will list the Bid number; Bid title; the date, time and place of the Bid submission; and will instruct prospective respondents on how to obtain copies of the Bid document. The notice will contain verbiage signifying the City is an Equal Opportunity Employer. If a pre-bid conference is contemplated, the time, date and location of such conference will be included in the publication notice. If such pre-bid conference is required, the publication notice will state that attendance at the pre-bid conference is mandatory.

All publication notices shall be issued by or through the Purchasing Agent. All costs related to the publication shall be borne by the requesting department.

Pre-Bid Conference:

If required, the Purchasing Agent will convene a pre-bid conference for the purpose of reviewing and clarifying the published specifications and answering potential bidder's questions about the

bid project. Such conferences are open to the public, attended by potential bidders, appropriate departmental personnel involved in the proposed procurement, and the Purchasing Agent. The Purchasing Agent will maintain a list of attendees. The date, time, and place of any such pre-bid conference will be included both in the bid document and notice of publication if such a conference is contemplated.

Addenda:

Any and all changes, modifications or clarifications to a distributed Bid Document will be issued by the Purchasing Agent in the form of a written addendum distributed to all potential bidders of record. Any addenda shall reset the 10-day submission window for potential bidders. After their issuance, addenda become a part of the Bid Document.

Cancellation of Bids Prior to Bid Opening:

The City reserves the right to cancel distributed bids prior to the date and time of the bid opening.

Withdrawal of Bid or Submission of a Corrected Bid:

Bidders may withdraw their bids, for any reason, prior to the time and date of the bid opening. Such withdrawal shall be requested in writing by an authorized agent of the bidder. Bidders may submit a corrected bid any time prior to the time and date of the bid opening.

Public Bid Opening:

A minimum of two City representatives shall be present at bid openings to open and record the bids. Upon opening of each bid, the Purchasing Agent will first review the submission to confirm that each respondent has provided all required documentation. All bids received in accordance with instructions specified in the bidding document will then be publicly opened and read aloud.

All bids shall be date & time stamped upon receipt. Bids received after the time and date designated in the bidding document shall not be opened or considered for award. Such bids will be returned unopened to the bidder.

Modification or Withdrawal of Bids after the Bid Opening:

Bids may not be modified after the public bid opening. Negotiations with bidders after the receipt and opening of bids are not allowed.

Bids may be withdrawn without prejudice after the public bid opening upon written request of the bidder only if it can be proven to the satisfaction of the Finance Director that an error of sufficient magnitude occurred in the preparation of the bid that so damaged the bid that the City's

acceptance of the bid would be unconscionable. Minor clerical or mechanical errors in a bid shall not confer to any bidder the right of bid withdrawal.

Bids withdrawn in opposition of this procedure may subject the bidder to forfeiture of any required bid security and debarment or suspension.

Selection and Award

Bids will be awarded to the lowest qualified bidder, taking into consideration conformity with the specifications, terms of delivery, and other conditions imposed in the bid request. If a bid request contains a base bid plus alternates, the bid will be awarded based on the combination of the base bid plus the selected alternates that provide the most benefit to the City within the resources available for the project.

The City reserves the right to reject any and all bids and any part of a bid, to waive informalities, technical defects and minor informalities in bids received. In the event of a tie, the city reserves the right to select the responsive bidder that provides the best value to the city.

Equal Opportunity:

All contracts with the City shall contain an Equal Opportunity section. When the vendor signs a City contract or accepts a purchase order from the City, the vendor agrees to abide by the City's policy which prohibits discrimination against any person on the basis of race, religion, color, sex, disability, national origin, ancestry or age and shall comport its performances with all pertinent provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.* (including the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 *et seq.*)).

Public Access to Bid Documents:

After bids have been publicly opened, the bids become public information and will be available for inspection by the general public in accordance with the Kansas Open Records Act. Generally, information contained in the bid that discloses proprietary or financial information is not available to the general public.

Bid Award for Contracts over \$50,000:

After a complete bid evaluation, the requesting department shall furnish a written Policy Report under the signature of the appropriate Departmental Director. If the recommendation is other than the lowest responsive and responsible bidder - the Policy Report shall note the specific justification.

The Policy Report shall be submitted to the City Manager for approval and then to the City Commission for consideration.

Failure to Enter into Contract:

If the successful bidder(s) fails to enter into a contract as provided for in the bid document, the bid will be awarded to the next lowest responsive and responsible bidder(s) or the proposed procurement will be rebid.

A successful bidder that fails to enter into a contract as provided for in the bid document is subject to debarment or suspension, and forfeiture of any applicable bid bond.

Notification of Award:

Departments will notify the Purchasing Agent of the selection of a successful bidder. Successful bidders will be notified by the Purchasing Agent of the bid award. The signed contract will be filed at the City Clerk's office and an official Purchase Order will be created in the ERP system by the requesting Department. The Purchase Order serves as the official contract document between the City and the contractor. Other contractual documents may be issued to supplement the Purchase Order if deemed to be in the best interest of the City by the City's Legal Counsel.

Challenges:

A challenge is defined as a written objection by a participating bidder regarding a bid, proposal, or quote specifications. If a vendor wishes to challenge an aspect of the proposal, they will contact the Purchasing Agent and submit their challenge in writing. The Department Director shall investigate the written challenge and any evidence or documentation submitted with the challenge. The Department Director will issue a written decision regarding the challenge. The decision rendered by the City is final.

Written challenges of the bid specifications must be filed with the City Clerk, at least five (5) business days prior to the bid opening due date and time listed on the bid documents. Any challenge received after the five (5) days deadline shall not be considered.

Protests:

A valid protest can only be filed by a bidder that can show it would be awarded the contract if the protest is successful. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. The written protest must be filed with the City Clerk prior to 5:00 p.m. on the fifth (5th) business day following the Commission's approval of the bid. Written protests received after the five (5) business days shall be invalid and not considered.

The protest shall include the name and contact information of the bidder, identification of the bid and project title, a detailed statement of the reason for the protest, and supporting evidence or documentation to substantiate the protest. Following the review of the written protest and any information available from City sources, the City Manager shall be render a decision within ten

(10) business days after receipt of the protest. The decision will include the reasons for the decision, and be provided to the bidder in writing. The decision rendered by the City Manager is final.

REQUEST FOR PROPOSALS (RFPs)

Requests for Proposals (RFPs) are written documents issued by the Purchasing Agent inviting potential contractors to submit sealed proposals for specific professional services in conformance with scope of services, terms, conditions and other requirements described in the proposal document.

RFPs are utilized for procurements of professional services whose estimated aggregate cost is \$50,000 or greater.

Scope of Services:

A Scope of Services is the section of an RFP in which the specific needs of the requesting department are outlined along with how those needs can be met.

The Scope of Services must detail, with reasonable minuteness, the:

- Specific individual and collective work tasks to be performed,
- Specific work products to be furnished, and
- Required timeframes for performance for the completion of the proposed project.

The Scope of Services must be as clear and detailed as possible to assure a consistency of response to the RFP from potential contractors.

Requesting departments are responsible for supplying a complete and detailed Scope of Services section along with the Request for Solicited Quote, Bid, or Proposal Form (Quote, Bid, or Proposal Form) to the Purchasing Agent to initiate the RFP process.

Selection Committee:

The City's RFP process requires the formation of a selection committee to evaluate all respondents' initial proposal submittals and to assist in contract negotiations with the successful respondent. The selection committee will be comprised of at least three City employees familiar with the services being proposed, with a minimum of two employees from the requesting department. Additional individuals, which may include City Commissioners and citizens, may also serve on a selection committee.

Contents of Formal Proposal Document:

The RFP document will include the following sections (sections marked with an asterisk* are provided by the requesting department) and information:

- A Cover Sheet detailing the RFP title, RFP number, proposal submittal deadline date and time, and location of the proposal submittal.
- A General Conditions section describing the procedures and requirements for responding to the RFP.
- A Special Conditions* section, when necessary, governing subsequent contractual provisions between the successful respondent and the City (including insurance and bonds).
- An Introductory Section* providing an overview of the proposed project including a narrative of the historical and present circumstances and future considerations bearing on the services required, the problem to be solved, and a general description of the actual services required.
- A Scope of Services* section providing the detailed tasks, work products, and time lines required for the project.
- A City Will Provide* section that contains a listing of assistance, materials, supplies, drawings, etc. the City will supply, at no charge to the successful respondent, to be utilized in the completion of the City's project.
- An Instruction for Responding to the RFP section in which potential respondents are instructed to utilize the City supplied Proposal Forms and how many copies of their proposal must be submitted in response to the RFP.
- The Proposal Instructions* section, which list the items the respondent must include in the proposal in order for it to be complete. Those items include:
 - The respondent's Firm Profile that contains specific, defined information on the firm or joint-venture submitting the proposal.
 - A List of Outside Key Consultants and/or Associates that the respondent will use to complete the City's project. The list will include specific, defined information on any consultants and/or associates that will be used by the responding firm that are not employees of or joint ventures with that firm.
 - Resumes of all individuals that will be assigned responsibilities for completing the City's project. The resumes will include specific and defined professional information for each individual and the sections of the project to which they will be assigned.
 - Representative Illustrative Work that best establishes the firm's collective and/or individual qualifications for completing the project. The only Illustrative Work that will be included in the Proposal is work that was performed by the individuals that will be assigned to the project.
 - Additional Information that allows the submitting firm or joint venture to list additional information or describe resources that support their qualifications.
 - Other forms or attachments such as drawings, maps, etc., if applicable.

Approval of the Proposed Document:

After the Purchasing Agent has compiled all information provided by the requesting department and completed the RFP and before the RFP is published or distributed, the requesting department will review and approve the bidder's list and proposal document.

Publication Notice:

The Purchasing Agent will provide an RFP publication notice (legal notice) to the City Clerk a minimum of ten (10) working days prior to the RFP's submission due date (or as otherwise required by Kansas statute). The City Clerk will publish the RFP in the newspaper officially designated by the City a minimum of 10 working days prior to the RFP's submission due date. Proposal documents will only be distributed after the notice is published.

Additional publications may be utilized based on the need of and suitability for any particular proposed procurement. The requesting department and Purchasing Agent will work together to determine if additional publications are suitable for a particular project.

The publication notice will invite prospective respondents to submit sealed proposals for the proposed procurement. The notice will list the RFP number, RFP title, date, time and place of the RFP submission, and will instruct prospective respondents are how to obtain copies of the proposal document. The notice will contain verbiage signifying the City is an Equal Opportunity Employer. If a pre-proposal conference is contemplated, the time, date and location of such conference will be included in the publication notice. If such pre-proposal conference is required, the publication notice will state that attendance at the pre-proposal conference is mandatory.

All publication notices shall be issued by or through the Purchasing Agent. All costs related to the publication shall be borne by the requesting department.

Pre-Proposal Conference:

If required, the Purchasing Agent reserves the right to convene a pre-proposal conference for the purpose of reviewing and clarifying the published proposal document and answering potential respondent's questions about the proposed project. Such conferences are attended by potential respondents, appropriate departmental personnel involved in the proposed procurement, and the Purchasing Agent.

All pre-proposal conferences will be open to the public, and all potential respondents will be encouraged to attend. The Purchasing Agent also reserves the right to require mandatory attendance of potential respondents at the pre-proposal conference. The date, time and place of any such pre-proposal conference will be included both in the proposal document and in the notice of publication.

Addenda:

Any and all changes, modifications or clarifications to the distributed proposal document will be issued by the Purchasing Agent in the form of a written addendum distributed to all potential respondents of record.

Without providing an extension of the proposal submission date, addenda shall not be issued within timeframes so close to the proposal submission date as to present potential respondents with insufficient time to properly complete and submit their proposal. After their issuance, addenda become a part of the proposal document.

Cancellation of RFP Prior to RFP Submission:

The City reserves the right to cancel a distributed RFP prior to the date and time of the proposal opening.

Withdrawal of Proposal or Submission of a Corrected Proposal:

Respondents may withdraw their proposals, for any reason, prior to the time and date of the RFP submission. Such withdrawal shall be requested in writing by an authorized agent of the respondent.

Respondents may submit a corrected proposal any time prior to the time and date of the RFP submission.

RFP Opening:

A minimum of two City representatives shall be present at the RFP openings to open and record the RFPs. All proposals received in accordance with instructions specified in the City's RFP document will be publicly opened and accepted for consideration immediately following the deadline designated in the proposal document.

Proposals received after the time and date designated in the proposal document shall not be opened or considered for award. Such proposals will be returned unopened to the respondent if a return address is furnished on the RFP envelope.

Modification or Withdrawal of Proposals After the Proposal Opening:

Proposals may not be modified after the public RFP opening. They may be withdrawn without prejudice after the public opening upon written request of the respondent only if it can be proven to the satisfaction of the Finance Director that an error of sufficient magnitude occurred in the preparation of the RFP that so damaged the proposal that the City's acceptance of the proposal would be unconscionable. Minor clerical or mechanical errors shall be considered insufficient for a respondent to withdraw their proposals.

Proposals withdrawn in opposition of the established RFP procedure subject the respondent to debarment or suspension as outlined in this policy.

Rights Reserved by the City:

The City reserves the right to reject any and all proposals, reject any part of a proposal, and waive informalities, technical defects, or minor informalities in proposals received.

In the event of a tie, the city reserves the right to select the responsive bidder that provides the best value of the city.

Public Access to Proposal Documents:

After proposals have been publicly opened, they become public information and will be available for inspection by the general public in accordance with the Kansas Open Records Act. Generally, information contained in the proposal that discloses proprietary or financial information is not available to the general public.

RFP Award:

After a complete proposal evaluation, the selection committee will negotiate the cost proposal with the highest ranking firm. If the selection committee cannot negotiate mutually agreeable terms with the successful firm, the selection committee will then enter into negotiations with the next highest ranked firm, and so on until mutually agreeable terms can be reached.

For proposals that equal or exceed \$50,000, the requesting department shall furnish a written Policy Report under signature of the appropriate Departmental Director and the City Manager recommending the proposal for award. The Policy Report shall be presented to the City Commission for consideration and approval.

Notification of Award:

Successful respondents will be notified of the award by the Purchasing Agent via official City Purchase Order. The purchase order serves as the official contract document between the City and the contractor.

COOPERATIVE PURCHASING

K.S.A. 12-2901 authorizes local governments to participate in purchasing cooperatives.

Cooperative purchasing is a process by which two or more jurisdictions cooperate to purchase items from the same vendor. It has the benefit of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information, and taking advantage of expertise and information that may be available in only one of the jurisdictions.

The Purchasing Agent, under the direction of the Finance Director, is authorized to facilitate the participation in cooperative agreements on behalf of the City in order to combine requirements, increase efficiency, or reduce administrative expenses. Participation in cooperative purchasing as described in this section is exempted from the competitive bidding and advertising requirements.

In order to initiate the Cooperative Purchasing process, Department Directors will complete a Cooperative Purchasing Request Form. The form will contain the following information:

- The department making the request,
- The items or project being requested,
- A detailed explanation of why Cooperative Purchasing for this item serves the best interest of the City, and
- Identification of the recommended Cooperative Purchasing service.

The Cooperative Purchasing Request Form will be approved by the City Manager and then submitted to the Purchasing Agent.

Cooperative Purchasing Request over \$50,000:

For Cooperative Purchase Requests greater than \$50,000, the requesting department shall furnish a written Policy Report under the signature of the appropriate Departmental Director. The Policy Report will provide a detailed explanation of why Cooperative Purchasing for this item serves the best interest of the City.

The Policy Report shall be submitted to the City Manager for approval and then to the City Commission for consideration.

Cooperative Purchasing Requests will only be granted when it can be demonstrated that cooperative purchasing is in the best interest of the City.

SOLE SOURCE PURCHASES

There are limited occasions when it is in the best interest of the City to Sole Source a purchase or contract. Sole Sourcing a purchase or contract is permitted when:

- The Vendor is the original equipment provider and required parts or equipment are unavailable from another vendor.
- City-owned equipment, parts, materials, or expertise is compatible with a specific vendor, and non-conformance with such compatibility would cause additional expenditures.
- No other equipment is available that meets the specialized needs of the department or performs the intended function.

In order to initiate the Sole Sourcing process, Department Directors will complete a Sole Source Request Form. The form will contain the following information:

- The department making the request
- The items or project being requested
- A detailed explanation of why Sole Sourcing this item serves the best interest of the City
- Identification of the vendor which the department intends to use for the purchase.

Sole Source Requests of an aggregate amount less than \$50,000 will be approved by the City Manager.

Sole Source Request over \$50,000:

For Sole Source Requests greater than \$50,000, the requesting department shall furnish a written Policy Report under the signature of the appropriate Departmental Director. The Policy Report will provide a detailed explanation of why sole sourcing for this item serves the best interest of the City.

The Policy Report shall be submitted to the City Manager for approval and then to the City Commission for consideration.

After the Sole Source Request has been approved, the Sole Source Request Form will be submitted to the Purchasing Agent. The Finance Director reserves the right to require references from the approved vendor

Sole Source Requests will only be granted when it can be demonstrated that Sole Sourcing is in the best interest of the City.

DESIGN/BUILD CONTRACTS

There are limited occasions when it is in the best interest of the City to work with a contractor on a Design/Build contract. Design/Build contracts are permitted when the requesting department has reviewed all other purchasing options and it is determined that a Design/Build contract is in the best interest of the City. All Design/Build contracts must be approved by the City Manager.

Design/Build contracts over \$50,000:

For Design/Build contracts greater than \$50,000, the requesting department shall furnish a written Policy Report under the signature of the appropriate Departmental Director. The Policy Report will provide a detailed explanation of why a Design/Build contract for this project serves the best interest of the City.

The Policy Report shall be submitted to the City Manager for approval and then to the City Commission for consideration.

After the Design/Build contract has been approved, the contract will be submitted to the Purchasing Agent.

Design/Build requests will only be granted when it can be demonstrated that a Design/Build Contract is in the best interest of the City.

LEASE AGREEMENTS AND LEASE PURCHASE AGREEMENTS

Lease agreements and lease purchase agreements must contain a non-appropriation clause pursuant to Kansas cash-basis law in accordance with K.S.A. 10-1116b and K.S.A. 10-1116c. All litigation and arbitration venues must be in Leavenworth County, Kansas. Lease agreements shall not be in conflict with Kansas Statutes and City Policies. All lease agreements shall be reviewed by the Department Director, Purchasing Agent, and City Attorney for approval. A copy of any approved lease agreement will be provided to the Purchasing Agent.

The City Commission appropriates annual lease payments and/or lease purchase payments unless it chooses not to appropriate under Kansas cash basis law. If lease payments and/or lease purchase payments are not appropriated, ownership of the property remains with the leasing party. At the conclusion of the lease term, the City either receives unencumbered ownership of the asset or receives an option to purchase the asset at a predetermined price.

CHANGE ORDERS

Changes during the performance of a contract are usually accomplished by issuance of a Change Order, modification, stop-work or termination notice, or by renewal/extension of a contract. Change Orders should be reviewed carefully to determine the legitimacy of the requested change. Vendors shall not intentionally lower the pricing of a bid or proposal with the intent to increase it at a later date through Change Orders.

A project Change Order is a written order negotiated by the City with a contractor covering changes in the plans, quantities, time, or work items, within or beyond the scope of the original contract and/or bid documents and establishing the basis of payment and time adjustments for the work affected by the change.

The City utilizes a Purchase Order form authorizing a vendor to deliver goods and services as specified and within the terms and conditions contained thereon. The Change Order Form is used to amend a Purchase Order. Upon completion, the Purchasing Agent enters the approved changes into the ERP system.

The following approval limits apply to Change Orders:

- Change Orders on contracts may be approved by the City Manager for amounts less than \$50,000 as long as the amount of change doesn't exceed 20% of the original contract.
- Change Orders that seek to revise the amount of the contract more than \$50,000 or an amount that exceeds 20% of the original contract shall be approved by the City Commission.

EMERGENCY PURCHASES

An emergency situation is defined as a circumstance in which:

- The functioning of the City government is at risk.
- The health or safety of any person is at risk.
- The preservation or protection of property, machinery, or equipment is at risk

An emergency purchase may be made outside of the standard competitive procurement process. However, emergencies must be bona fide as defined above and cannot be used to simply circumvent the competitive process.

The City Commission or City Manager can declare an emergency during the hours of the City's normal work week. Department Directors can declare an emergency outside the hours of the City's normal work week as long as the situation meets the criteria outlined above. Emergencies which require a Purchase Order outside the hours of the City's normal work week may be made by authorized departmental personnel and followed-up immediately by the submission of a confirming requisition.

- The City Manager or Assistant City Manager shall approve emergency purchase requests of an aggregate cost of between \$5,000 and \$50,000.
- The City Commission shall approve emergency purchase requests of an aggregate cost of more than \$50,000.

DEBARMENT OR SUSPENSION

After consultation with the City's Legal Counsel, the City Manager is authorized to suspend a firm or person from consideration for award of contracts if there is probable cause to believe that the firm or person has engaged in any activity, which might lead to debarment. The suspension shall be for a period not to exceed twelve (12) months.

After reasonable notice to the firm or person involved and after reasonable opportunity for that firm or person to be heard, the City Manager, after consultation with the City's Legal Counsel, is authorized to debar a firm or person for cause from consideration for award of contracts. The debarment shall be for a period not to exceed three (3) years.

The causes for debarment include:

- Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City vendor.
- Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
- Violation of contract provisions, as set forth below, of a character which is regarded by the Finance Director to be so serious as to justify debarment action:
 - Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - Failure to perform or unsatisfactory performance with the terms of one (1) or more contracts, (excluding acts beyond the control of the contractor shall not be considered to be a basis for debarment).
- Any other serious or compelling cause, decided by the City Manager, which deem the necessary forfeiture of the rights to be a City vendor.

When the decision has been reached to debar or suspend, the City Manager shall issue a written decision concerning the matter. The written decision shall state the reasons for the action taken and inform the vendor involved of their rights concerning judicial or administrative review. The written decision shall be provided to the vendor immediately.

INSURANCE

Certificates of insurance shall be provided by the successful bidder or proposer to assure that the City's insurance program will not be called upon to respond to losses from claims resulting from the contractor's operations, products, activities, or services for the City.

Construction and service contractors will provide evidence of commercial general liability, workers' compensation, and automobile liability coverage. Professional services and environmental contractors will provide evidence of professional liability, commercial general liability, workers' compensation, and automobile liability coverage.

The certificate of insurance will be issued to:

The City of Leavenworth
c/o City Clerk
City Hall
100 North 5th Street
Leavenworth, Kansas 66048

The certificate will evidence a thirty (30) day cancellation clause and the inclusion of the City Commissioners, City of Leavenworth, its officers, commissions, agents, employees, and volunteers as additional insured.

Depending upon the services requested in the procurement, additional or specialty coverage or specific limits of coverage may be required. The amounts and types of insurance required will be detailed in the bidding or proposal document.

BONDS

There are four (4) major types of bonds used by the City in the competitive procurement process.

- Original Bid Bonds (duplicates are not accepted) are used when bid security is required to ensure that a firm or individual awarded a contract will subsequently enter into contract with the City.
- Performance Bonds are used when a guarantee is required to ensure that a firm or individual that has entered into contract with the City will complete the project within the terms of the agreement.
- Labor and Material Payment Bonds (Statutory Bonds) are used for all contracts exceeding \$100,000 entered into by the City for the purpose of making public improvements, constructing any public building or making repairs on same. The bonds are required by K.S.A. 60-1111 and insure the payment of all indebtedness incurred for labor furnished, materials, equipment, or supplies used or consumed in connection with, or in or about, the construction, improvements or repairs. These bonds are issued in favor of the State of Kansas and are filed with the Clerk of the District Court.
- Maintenance Bonds – a two-year warranty protecting the City on completed construction projects; a requirement for all construction awards.

Checks or other security deposits shall not be accepted in lieu of the above bonds unless specifically approved by the City Clerk prior to the publication and distribution of the bidding documents.

Bid Bonds, when required, are generally written in an amount equal to five percent (5%) of the total amount bid. Performance and Labor and Material Payment Bonds are normally written in

an amount equal to one hundred percent (100%) of the awarded contract. Maintenance Bonds are written to protect against the cost of any potential repairs required within the first two years following completion.

Construction projects estimated to cost \$100,000 or more require all bonds listed above. Bid security for other purchases may be required by applicable statute or at the discretion of the City Clerk.

ANNUAL PURCHASE ORDERS

An Annual Purchase Order is a purchase order that is issued for specified goods with a limit on the period of time the order is valid and the maximum amount of money which may be expended during the period of the order. Annual purchase orders facilitate departmental order placement and reduce the administrative overhead inherent in repetitive price comparison and order placement.

Annual purchase orders should be used when departments purchase repetitive, specified goods, or categories of goods, from the same vendor that require numerous orders and/or shipments over specified periods. Annual purchase orders may not be issued for periods extending past the fiscal year in which they are issued.

Annual purchase orders are issued by the Purchasing Agent - subject to proper authorizations upon request of user departments. Once issued, the department may place orders against the purchase order until either the dollar limit is reached or the time has expired. An increase in expenditure authority of the purchase order may be requested by furnishing a change order request to the Purchasing Agent.

The following information is required to initiate Annual purchase orders:

- A completed and properly authorized requisition.
- A description of the goods required, or a description of the categories of goods required.
- The maximum dollar amount authorized.
- The maximum quantities authorized (if applicable).

FREIGHT

F.O.B. is a transportation term meaning "free on board." Legally, the term is used to determine where the title to a shipment passes from the contractor to the buyer (City) and whether the contractor or the buyer pays the freight charges to the common carrier. All shipments to the City shall be accomplished F.O.B. Destination.

F.O.B. Destination implies that the City takes legal possession (title) to the shipment only when the shipment is delivered to the City's receiving location and that the vendor pays the shipping

charges to the common carrier. F.O.B. Destination also implies that the vendor files and pursues all freight claims for missing or damaged shipments.

The City shall not contract for shipments on an F.O.B. Origin basis. F.O.B. Origin implies that the City takes legal possession (title) to the shipment when the vendor delivers the shipment to the common carrier and that the City pays all freight charges. F.O.B. Origin also implies that the City files and pursues all freight claims for missing or damaged shipments.

RECEIPT OF GOODS & SERVICES

As shipments arrive at the City's receiving locations, they should be properly received and inspected without delay. A thorough and prompt inspection of received goods is necessary to preserve the City's legal rights if goods arrive in damaged condition. All shortages, overages, evidence of damage, or other inconsistencies between the order and the shipment must be clearly noted and outlined by the City's receiving personnel on the carrier's bill of lading or other delivery document.

If time does not permit a thorough and timely receiving process, the carrier's bill of lading or other delivery document must be marked "Received subject to the City's inspection, count and testing." It is good practice to note such verbiage on all received shipments whether or not a complete inspection was accomplished.

APPENDICES

Appendix A-1: Record of Written / Verbal Quotes (Quotation Form)

RECORD OF WRITTEN / VERBAL QUOTES						
<p>Instructions: This form to be filled out by requesting departments. <u>FOR GOODS & SERVICES ESTIMATED TO BE OVER \$15K, YOU MUST RECEIVE A WRITTEN QUOTE FROM VENDORS.</u> Identify yourself and inform the vendor that you are soliciting for quotes from vendors for a specific goods/service Provide the vendor the quantity, unit of measure, description of the item(s) for requested pricing Request firm pricing for the item(s) Ensure that quotes are on equivalent goods/services DO NOT disclose quoted prices among vendors; record the first price quoted Always maintain professional conduct while soliciting for quotes as a representative of the City</p>						
SECTION I						
1. DEPARTMENT			2. NAME OF PERSON SOLICITING QUOTES			
3a. REQUEST FOR:			3b. QUOTE TYPE			
GOODS	SERVICE			VERBAL Under \$15k	WRITTEN Under \$25k	PUBLISHED QUOTE Over \$25k
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. GENERAL DESCRIPTION OF GOODS OR SERVICE REQUIRED						
5. UNIT OF MEASURE / QUANTITY						
6. ADDITIONAL DETAILS & SPECIFICATIONS						
SECTION II						
7. VENDOR QUOTES						
a. VENDOR #1 NAME					QUOTED PRICE	
ADDRESS / PHONE NUMBER / CONTACT INFO						
ADDITIONAL DETAILS						
b. VENDOR #2 NAME					QUOTED PRICE	
ADDRESS / PHONE NUMBER / CONTACT INFO						
ADDITIONAL DETAILS						
c. VENDOR #3 NAME					QUOTED PRICE	
ADDRESS / PHONE NUMBER / CONTACT INFO						
ADDITIONAL DETAILS						

RECORD OF WRITTEN / VERBAL QUOTES, Page 2

d. VENDOR #4 NAME		QUOTED PRICE
ADDRESS / PHONE NUMBER / CONTACT INFO		
ADDITIONAL DETAILS		
e. VENDOR #5 NAME		QUOTED PRICE
ADDRESS / PHONE NUMBER / CONTACT INFO		
ADDITIONAL DETAILS		
f. VENDOR #6 NAME		QUOTED PRICE
ADDRESS / PHONE NUMBER / CONTACT INFO		
ADDITIONAL DETAILS		
SECTION III		
8a. DOCUMENTED BY (print name)		Title
Signature	Date	
8b. REVIEWED BY (print name)		Title
Signature	Date	
8c. APPROVED BY (print name)		Title
Signature	Date	

Appendix A-2: Request for Solicited Quote / Bid / Proposal

REQUEST FOR SOLICITED QUOTE / BID / PROPOSAL							
<p style="margin: 0;">Instructions:</p> <p style="margin: 0;">This form to be filled out by requesting departments. Fill out this form as completely as possible.</p> <p style="margin: 0;">Requirements estimated to be under \$100,000 will be Solicitations for Quotes and NOT subject to a "Sealed Bid" process.</p> <p style="margin: 0;">Requests for Formal Bids are solicitations for goods or services which will require a sealed bid process as outlined in the Purchasing Policy.</p> <p style="margin: 0;">Requests for Proposals are solicitations from vendors to provide expert services.</p> <p style="margin: 0;">Identify the characteristics (physical / functional) of the good or service needed. Avoid characteristics that become too restrictive and would exclude fair competition. Attach additional pages and/or documents, as needed. Requesting department director will review and approve this form.</p> <p style="margin: 0;">The Request will be reviewed and endorsed by the Finance Director before final approval with the City Manager.</p>							
SECTION I							
1. DEPARTMENT				2. PERSON SUBMITTING REQUEST			
3a. REQUEST FOR:	GOODS (BID)	<input type="checkbox"/>	SERVICE (PROPOSAL)	<input type="checkbox"/>	3b. ESTIMATED TOTAL COST:		
4. REQUEST TYPE:	SOLICITATION FOR QUOTES (for requirements less than \$100k)			<input type="checkbox"/>	FORMAL / SEALED BID (for requirements over \$100k)	<input type="checkbox"/>	REQUEST FOR PROPOSAL
5. FUNDING SOURCE AND AMOUNT OF BUDGET AVAILABLE							
6. GENERAL DESCRIPTION OF GOODS/SERVICES REQUESTED							
7. ADDITIONAL DETAILS							
ITEM NAME AND DESCRIPTION	UNIT OF MEASURE	QUANTITY					
SECTION II							
8a. REQUESTED BY (print name)						Title	
Signature						Date	
8b. APPROVED BY (print name)						Finance Director	
Signature						Date	
8c. APPROVED BY (print name)						City Manager	
Signature						Date	

Appendix A-3: Cooperative Purchasing Request

COOPERATIVE PURCHASING REQUEST			
Instructions:			
Cooperative Purchasing provides an opportunity for two or more entities to combine together for the purchase goods and services from a single vendor contract. Cooperative Purchasing is exempted from the competitive bidding requirements. Section II must include the reason Cooperating Purchasing is in the best interest of the City for request.			
All Requests must be reviewed and endorsed by Dept Directors, reviewed by the Finance Dept, and receive approval by the City Manager			
SECTION I			
1. REQUESTING DEPARTMENT		2. PERSON SUBMITTING REQUEST	
3. VENDOR		4. REQUEST FOR:	GOODS <input type="checkbox"/> SERVICE <input type="checkbox"/>
5. DESCRIPTION OF REQUIREMENT			
SECTION II			
6. EXPLANATION AND JUSTIFICATION FOR COOPERATIVE PURCHASING REQUEST			
SECTION III			
7a. REQUESTED BY (print name)		Title	
Signature		Date	
7b. APPROVED BY (print name)		Title	
Signature		Date	
7c. APPROVED BY (print name)		City Manager	
Signature		Date	

Appendix A-4: Sole Source Request

SOLE SOURCE REQUEST			
<p>Instructions: Sole Source Requests are used to justify the selection of a single vendor and bypass the solicitation of competitive quotes. Section II must include the reason Sole Sourcing is in the best interest of the City for this purchase. All Requests must be reviewed and endorsed by Dept Directors, reviewed by the Finance Dept, and receive approval by the City Manager</p>			
SECTION I			
1. REQUESTING DEPARTMENT		2. PERSON SUBMITTING REQUEST	
3. VENDOR		4. REQUEST FOR:	
		GOODS	SERVICE
		<input type="checkbox"/>	<input type="checkbox"/>
5. DESCRIPTION OF REQUIREMENT			
SECTION II			
6. EXPLANATION AND JUSTIFICATION FOR SOLE SOURCING REQUEST.			
SECTION III			
7a. REQUESTED BY (print name)		Title	
Signature		Date	
7b. APPROVED BY (print name)		Title	
Signature		Date	
7c. APPROVED BY (print name)		City Manager	
Signature		Date	

Appendix A-5: Change Order Request

CHANGE ORDER REQUEST		
Instructions: Change Orders on Purchase Orders may be approved by the City Manager for amounts up to \$50,000 not to exceed a 20% overall change Change Orders exceeding \$50,000 or 20% of total cost require City Commission approval Requesting Departments will complete this form by listing the specific changes requested and noting the overall price changes Change Orders require approval from Requesting Department Director, Finance Director, and the City Manager		
SECTION I		
1. PROJECT NAME	2. PURCHASE ORDER NUMBER	
3. VENDOR:	4. DATE OF REQUEST	
5. DESCRIPTION OF REQUESTED CHANGES		
SECTION II		
6a. ITEM NAME AND DESCRIPTION OF CHANGE	6b. ORIGINAL AMOUNT	6c. NEW AMOUNT
	7a. ORIGINAL TOTAL	7b. NEW TOTAL
SECTION III		
8a. REQUESTED BY (print name)	Title	
Signature	Date	
8b. APPROVED BY (print name)	Title	
Signature	Date	
8c. APPROVED BY (print name)	Title	
Signature	Date	

Appendix A-6: Purchasing Limits

Amount of Purchase	Approval Level	Type of Bid/Quote	Vendor Selection	Purchase Process
Up to \$7,499	Supervisor or higher	none	Department preference	Purchase card, Invoice, or Requisition
\$7,500-\$14,999	Department Director + Finance Director	Price comparison w/ 3 verbal quotes	Lowest price / best vendor	Invoice or Requisition
\$15,000-\$24,999	Department Director + Finance Director + City Manager	Price comparison w/ 3 written quotes	Lowest price / best vendor	Invoice or Requisition
\$25,000-\$49,999	Department Director + Finance Director + City Manager	Published quote process	Lowest price / best vendor that meets all specifications + City Manager approval	Published quote process
\$50,000-\$99,999	City Manager + City Commission approval	Published quote process	Lowest price / best vendor that meets all specifications + City Manager approval + Commission approval	Published quote process
\$100,000+	City Manager + City Commission approval	Sealed bid process	City Manager recommendation + Commission approval	Sealed bid process

A purchase shall not be split so as to avoid the bid process or bypass an approval authority.

PROCUREMENT POLICY FOR THE LEAVENWORTH HOUSING AUTHORITY

1.0 GENERAL PROVISIONS

1.1 PURPOSE

The purpose of this Policy is to help maintain the integrity of the Authority's procurement system; ensure that the Authority procures products and services effectively, efficiently and at the most favorable prices; and ensure that Authority purchasing actions are in full compliance with applicable federal standards, and State and local laws. This Policy was designed to comply with HUD's Annual Contributions Contract (ACC), Procurement Handbook for Public Housing Agencies (Handbook 7460.8. Revision 2), and the procurement regulations at 24 CFR 85.36.

1.2 DEFINITIONS

The following definitions shall be used in this Policy:

Procurement: Refers to the purchasing, leasing or renting of goods (supplies, equipment and materials); construction and maintenance services; and architectural and engineering (A/E), legal, security, accounting, audit, social and other consulting services.

Contractor: Refers to any business entity providing contracting, maintenance, consulting or social services.

Vendor: Refers to any business entity that provides goods to the Authority who is not also hired as a contractor.

APPLICATION

This Policy applies to the expenditure of funds or other commodities of monetary value by the Authority to secure goods and services. It shall apply to every expenditure of federal funds by the Authority for public purchasing, irrespective of the source of funds, including transactions that do not involve an obligation of funds (such as concession contracts). Nothing in this Policy, however, shall prevent the Authority from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with law.

CHANGES IN LAWS AND REGULATIONS

In the event that an applicable federal, state or local law, regulation or ordinance is modified or eliminated, or a new law, regulation or ordinance is adopted, the revised directive shall, to the

extent more stringent than a corresponding provision of this Policy, shall automatically supersede the applicable provision.

PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a matter of public record to the extent provided in Kansas state law and shall be available to the public as provided by that statute.

EXECUTIVE DIRECTOR'S RESPONSIBILITIES

The Executive Director shall serve as Contracting Officer, and shall administer or oversee all procurement transactions. Any delegations of contracting authority by the Executive Director must be documented in writing. The Executive Director shall ensure that the following standards are implemented:

- A. Proposed purchases are subject to a planning process to assure efficient and economical purchasing;
- B. contracts, contract amendments and purchase orders are set forth in writing, and clearly specify the desired goods and services; procurement transactions are supported by sufficient documentation regarding the history of the procurement; and contracts, purchase orders and contract amendments are awarded or approved only by Authority employees designated in writing as having such authority;
- C. for procurements other than small purchases, public notice is given of each upcoming procurement, an adequate time period is provided for preparation and submission of bids or proposals, and notice of contract awards is made available to the public;
- D. solicitation procedures are conducted in full compliance with federal regulations set forth in 24 CFR 85.36, or State and local laws (where more stringent), provided they are otherwise consistent with 24 CFR 85.36;
- E. an independent cost estimate is prepared before each Invitation for Bids or Request for Proposals is issued, the estimate is appropriately safeguarded, and a cost or price analysis is conducted of the responses received for all procurements;
- F. award is made to: The responsive and responsible contractor or vendor providing the lowest bid (for sealed bid procurements); the contractor or vendor whose proposal offers the greatest overall value (for competitive proposal procurements); and the contractor or vendor whose quotation offers the greatest overall value, price and non-price factors considered (for small-purchase procurements). For sealed-bid and competitive proposals procurements, and in instances where contractor or vendors were required to submit quotations under small-purchase procurements, unsuccessful firms shall be notified within 14 calendar days after contract or purchase order award;
- G. work is inspected before payment, and payment is made promptly for contract work performed and accepted;
- H. the Authority complies with applicable HUD review requirements; and

- I. all procurements (including contract modifications) in excess of \$10,000 are reviewed and approved by the Board of Commissioners.

CONTRACTOR AND VENDOR RESPONSIBILITY

Procurements shall be conducted only with responsible contractors and vendors, i.e., those who have the technical and financial resources to provide the products and/or services, and have a satisfactory record of performance. The Authority shall review each proposed contractor's and vendor's ability to perform the contract successfully, considering factors such as the contractor's and vendor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Housing Authorities), and financial and technical resources. Awards shall not be made to debarred, suspended, or ineligible contractors or vendors.

QUALIFIED CONTRACTOR AND VENDOR LISTS

Interested businesses shall be given an opportunity to be included on a list of qualified firms used in the procurement of products and services. Such lists shall be kept current, and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors and vendors shall include, but not be limited to, such pre-qualified suppliers.

COOPERATIVE PURCHASING

The Authority may enter into State and local intergovernmental agreements to purchase or use common products and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. When using a cooperative purchasing plan, the housing authority shall ensure that the procurement process followed by the governmental entity was consistent with one of the four acceptable methods of procurement listed in Section 4.0. The Authority shall use federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

2.0 ETHICS IN PUBLIC CONTRACTING

2.1 GENERAL

The Authority shall adhere to the following code of conduct and shall establish a system of sanctions for violations consistent with applicable State or local law.

2.2 CONFLICT OF INTEREST

No employee, officer or agent of this Authority shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

- A. An employee, officer or agent involved in making the award;
- B. his/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister);
- C. his/her partner; or,
- D. an organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION

Authority officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts and shall not knowingly use confidential information for actual or anticipated personal gain.

PROHIBITION AGAINST CONTINGENT FEES

The Authority shall not do business with Contractors who retain a person to solicit or secure an Authority contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

3.0 *PROCUREMENT PLANNING*

3.1 GENERAL

Planning is essential to properly managing the procurement function. Hence, the Authority will periodically review its record of prior purchases, as well as future needs, to:

- A. Find patterns of procurement actions that could be performed more efficiently or economically;
- B. maximize competition and competitive pricing among contracts and decrease procurement costs;
- C. reduce administrative costs; and
- D. ensure that an adequate amount of supplies, equipment and materials are obtained under each procurement transaction, in order to minimize the need for frequent transactions. Consideration will be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

4.0 PROCUREMENT METHODS

4.1 SMALL PURCHASING

General. Any routine maintenance, non-routine maintenance, construction, demolition, equipment, materials, supplies and professional services (including maintenance, security, architect/engineer, legal, accounting and management) not exceeding \$100,000 may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section 10.0 of this Policy).

Methods of Obtaining Price Quotes. Quotes may be obtained by catalog, advertisement, brochure, web site, at point-of-sale, in-person, by telephone, by fax, or in writing, unless there is need to prepare a solicitation document, in which case the document would explain how price quotes are to be submitted.

Petty Cash Purchases. Small purchases of less than \$100.00 may be processed through the use of a petty cash account. The Contracting Officer shall ensure that the account is established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one month), security is maintained, and only authorized individuals have access to the account. The account shall be periodically reconciled and replenished by submission of a voucher to the Authority's Executive Director and periodically audited by the Executive Director or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.

Small purchases of \$2,000 or less. For small purchases below \$2,000, only one quotation need be solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order.

Small purchases over \$2,000. For small purchases in excess of \$2,000 but not exceeding \$100,000, no less than three price quotations shall be obtained where practicable. If cases where the housing authority has difficulty in obtaining an acceptable number of price quotes through direct solicitation of contractors and vendors, it shall publicly advertise the procurement, if there is reason to believe that the action would result in greater competition. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on both price and non-price factors. If non-price factors are used, they shall be disclosed to all those solicited. The names, addresses, and/or telephone numbers of the offerors and persons contacted, and the date and amount of each quotation shall be recorded and maintained as a public record.

Review and Authorization by Board of Commissioners. The Board of Commissioners shall authorize any procurement that entails an obligation of \$10,000 or greater, unless an emergency

situation exists, as deemed by the Executive Director. In that case, the Executive Director shall take the necessary action to abate the emergency condition, and then advise the Board on the details of the procurement transaction at the next meeting of the Board of Commissioners.

Solicitation Document. When procuring services, the housing authority shall prepare a Request for Quotations (RFQ), which shall be furnished to all interested parties. The RFQ shall contain, at a minimum:

- A. Instructions for submitting offers;
- B. list of non-price factors (if any) to be considered;
- C. pre-contract conditions;
- D. wage determination (if applicable);
- E. contract form; contract general conditions;
- F. supplementary conditions (if applicable); and
- G. technical requirements of products and services. The housing authority shall utilize HUD forms, where required, in its RFQs.

Prohibition Against Dividing Purchases. The Authority shall not subdivide a procurement subject to either the sealed-bid or competitive proposals methods of procurement to permit the use of small-purchase procedures, or subdivide a small purchase procurement to permit the use of micro-purchase procedures, unless the action is clearly aimed at affording small and minority-owned businesses the chance to compete for a contract or purchase order award.

4.2 SEALED BIDDING

Conditions for Use. Contracts shall be awarded using sealed bid procedures if the following conditions are present:

- A. A complete, adequate, and realistic specification or purchase description is available;
 - B. two or more responsible bidders are willing and able to compete effectively for the work;
 - C. the procurement lends itself to a firm fixed price contract;
 - D. and the selection of the successful bidder can be made principally on the basis of price.
- For physical improvement (non-routine maintenance and construction) projects and major equipment acquisition exceeding the small-purchase limit, sealed bidding shall be used. Sealed-bidding shall not be used for professional services.

Solicitation Document. Under the sealed-bid method of procurement, the Authority shall prepare an invitation for bids (IFB). For procurements involving the provision of services (usually non-routine maintenance or construction), the IFB shall contain:

- A. Instructions for submitting bids;
- B. bid form;
- C. pre-contract conditions;

- D. wage determination (if applicable);
- E. contract form;
- F. contract general conditions;
- G. supplementary conditions (if applicable; may be included by reference); and
- H. technical requirements of products and services (e.g., specifications and drawings).

For procurement of products only, e.g., items of equipment, the IFB shall contain:

- A. Instructions for submitting bids;
- B. sample purchase order form, with terms and conditions;
- C. bid form; and
- D. technical requirements of products.

The Authority shall utilize HUD forms, where required, in its IFBs.

Solicitation. Notice of the IFB shall be published in a local newspaper of wide circulation; and the IFB shall be available through plan rooms if the nature of the work so warrants. Newspaper notices should run once each week for at least two consecutive weeks. In addition, notice of the IFB may be posted in public buildings, trade journals and publications; and shall be furnished to all interested parties, including those on the housing authority's list of qualified contractor's and vendors when appropriate. All advertisements/notices should state, at a minimum,

- A. the date, time and place the bids are due;
- B. the solicitation number;
- C. contact person and telephone or e-mail address;
- D. brief description of services/products needed;
- E. and an invitation to small, minority-owned, and Section 3 businesses, as well as women's business enterprises, to submit bids.

Receipt of Bids. The IFB shall state the time and place for both the receipt of bids and the public bid opening. In general, bidders shall be provided a minimum of 30 calendar days to submit bids following first public notice. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.

Bid Opening and Award. Bids shall be opened publicly, an abstract of bids shall be recorded, and the bids shall be available for public inspection. If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless otherwise provided in State or local law and stated in the invitation for bids. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price.

Mistakes in Bids. Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow correction or withdrawal of bid mistakes shall be supported by a written determination signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted.

Bid Guarantee. For procurements of products and/or services whose value is estimated at over \$100,000, the bidder will be required to furnish a bid guarantee in an amount not less than 5 percent of the bid. The guarantee may be a certified check, bank draft, U.S. Government bonds at par value, or a bid bond.

Assurance of Completion. In cases where the cost of the non-routine maintenance or construction is *estimated* to exceed \$90,000, the contractor will be required to furnish one of the following assurances of completion:

- A. A performance and payment bond for 100% of the contract price;
- B. separate performance and payment bonds, each for 50% or more of the contract price;
- C. a 20% cash escrow; or
- D. a 25% irrevocable letter of credit.

Bonds. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered.

4.3 COMPETITIVE PROPOSALS

Conditions for Use. Competitive proposals (including turnkey proposals for development) may be used if there is an adequate method for technically evaluating proposals, and the Authority determines that conditions are not appropriate for the use of sealed bids. At least three proposals shall be obtained from qualified sources, where practicable.

Solicitation. The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors, including the weight given to each. A mechanism for fairly and thoroughly evaluating the technical and price proposals (i.e., technical evaluation system) shall be established before the solicitation is issued. Proposals shall be handled so as to prevent

disclosure of the number of offerors, identity of the offerors, and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the request for proposals.

Negotiations. Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

Award. After evaluation of proposal revisions, if any, the contract shall be awarded to the highest ranking firm.

Architect/Engineer Services. Architect/engineer services may be obtained by either the conventional form of the competitive proposals method or by the qualifications-based selection (QBS) form of the competitive proposals method, unless State law mandates QBS. Under QBS, competitor's qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even though architect-engineer firms are potential sources.

Technical Evaluation System and Rating Panel. During the preparation of the RFP, the contracting officer shall develop a technical evaluation system; i.e., a system for technically evaluating proposals. The system will provide, for each evaluation factor,

- A. the weighting of the factor compared to other factors;
- B. a description of the process for measuring the value of the factors (e.g., a point system);
and
- C. clear and objective guidelines describing the specific qualities or features associated with each factor that will warrant a given rating.

The contracting officer shall also set up a rating panel. The panel shall be comprised of at least three persons, each of whom is a PHA employee, board member or resident council (or equivalent organization) officer. Selection of participants shall be subject to the requirements of Section 2.0 of the Procurement Policy.

4.4 NONCOMPETITIVE PROPOSALS

Conditions for Use. Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:

- A. The item is available only from a single source, based on a good faith review of available sources;
- B. An emergency exists that seriously threatens the public health, welfare, or safety; endangers property; or would otherwise cause serious injury to the Authority, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event.

In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;

- A. HUD authorizes the use of noncompetitive proposals; or
- B. After solicitation of a number of sources, competition is determined inadequate.

Justification. Each procurement based on noncompetitive proposals shall be supported by a written justification, approved by the Contracting Officer, for using such procedures.

Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in Section 5.0 below.

5.0 SOLICITATION AND ADVERTISING

5.1 SMALL-PURCHASES

Quotes may be obtained by catalog, advertisement, brochure, web site, at point-of-sale, in-person, by telephone, by fax, or in writing, unless there is need to prepare a solicitation document, in which case the document would explain how price quotes are to be submitted. Advertising in a local newspaper or using other public notice venues should be considered when an adequate number of reasonable quotes cannot be obtained.

5.2 SEALED-BIDS AND COMPETITIVE PROPOSALS

The Authority must use one or more following solicitation methods, provided that the method employed provides for meaningful competition:

- A. Advertising the notice of IFB/RFP in newspapers or other print mediums of local or general circulations for one day per week for at least two weeks;

- B. advertising the notice of IFB/RFP in various trade journals or publications;
- C. posting IFB in a plan room;
- D. posting the notice of the IFB/RFP in public buildings.

In addition, the Authority shall be furnished to all interested parties, including those on the housing authority's list of qualified contractor's and vendors when appropriate. All notices should state, at a minimum,

- A. the date, time and place the bids are due;
- B. the solicitation number; contact person and telephone or e-mail address;
- C. brief description of services/products needed; and
- D. an invitation to small, minority-owned, and Section 3 businesses, as well as women's business enterprises, to submit bids.

5.4 TIME PERIOD FOR SUBMISSION OF BIDS AND PROPOSALS

Time Period for Submission of Bids. A minimum of 30 days shall generally be provided for preparation and submission of sealed bids and proposals. However, the Executive Director may allow for a shorter period under extraordinary circumstances.

5.5 VENDOR LISTS

All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough sources to ensure competition.

6.0 CANCELLATION OF SOLICITATIONS

6.1 GENERAL

An IFB or RFP must be cancelled before bids/proposals are due if:

- A. The supplies, services or construction is no longer required;
- B. the funds are no longer available;
- C. proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or other similar reasons.

A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:

- A. The supplies or services (including construction) are no longer required;
- B. ambiguous or otherwise inadequate specifications were part of the solicitation;
- C. all factors of significance to the Authority were not considered;
- D. prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;

- E. there is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
- F. for good cause of a similar nature when it is in the best interest of the Authority.

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.

A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or the Authority's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Contracting Officer may cancel the solicitation and either:

- A. Re-solicit using an RFP; or
- B. complete the procurement by using the competitive proposals method. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of the Authority's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.

7.0 COST AND PRICE ANALYSIS

7.1 GENERAL

Some form of cost or price analysis shall be performed for all procurement actions, including contract modifications, using the procedures described in HUD Handbook 2210.18. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.

Price Estimate. The Contracting Officer shall prepare a price estimate for all procurement transactions above the small-purchase threshold of \$100,000; and shall prepare an estimate for procurements below that threshold if he or she believes it is necessary to ensure the Authority is paying a reasonable price for goods and/or services.

Submission of Cost or Pricing Information. If the procurement is based on a contract modification, noncompetitive proposal, or when only one offer is received in response to an IFB or RFP, the offeror shall be required to submit:

- A. A cost breakdown showing projected costs and profit;

- B. commercial pricing and sales information, sufficient to enable the Authority to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
- C. documentation showing that the offered price is set by law or regulation. With respect to contract modifications, where the contract includes or consists of form HUD-5370 or HUD-51915, the offeror shall be required to conform to the provision of the document governing contract modifications.

Cost Analysis. Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted a cost analysis shall be performed of the individual cost elements, the Authority shall have a right to audit the contractor's books and records pertinent to such costs, and profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, the Authority shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity, the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work.

Price Analysis. For competitive procurements in which cost information is not required of contractors and vendors, the Authority shall perform a comparison of prices received in relation to the independent cost estimate (where required), to ensure that the price being paid is reasonable.

8.0 TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

8.1 CONTRACT TYPES

Any type of contract which is appropriate to the procurement and which will promote the best interests of the Authority may be used, with the exception of the cost plus a percentage of cost, and percentage of construction cost contracts, which are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Authority's needs otherwise; the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles (for commercial firms, see HUD Handbook 2210.18); and the contractor is paid only allowable costs. A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

8.2 OPTIONS

Options for additional quantities or performance periods may be included in contracts, provided that

- A. the option is contained in the solicitation;
- B. the option is a unilateral right of the Authority;
- C. the contract states a limit on the additional quantities and the overall term of the contract;
- D. the options are evaluated as part of the initial competition;
- E. the contract states the period within which the options may be exercised;
 - i. the options may be exercised only at the price specified in or reasonably determinable from the contract; and
- F. the options may be exercised only if determined to be more advantageous to the Authority than conducting a new procurement.

8.3 CONTRACT CLAUSES

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36(i), such as the following:

- A. Termination for convenience.
- B. Termination for default.
- C. Equal Employment Opportunity.
- D. Anti-Kickback Act.
- E. Davis-Bacon Act.
- F. Contract Work Hours and Safety Standards Act (including a contractors Safety Plan).
- G. Reporting requirements.
- H. Patent rights.
- I. Rights in data.
- J. Examination of records by Comptroller General, and retention of records for three years after closeout.
- K. Clean air and water.
- L. Energy efficiency standards.
- M. Bid protests and contract claims.
- N. Value engineering.
- O. Payment of funds to influence certain federal transactions.
- P. Contractors Guarantee Process.
- P. Building Materials list and Hazardous Materials register.

The Authority shall use those standards HUD forms incorporating the above clauses that are applicable to a given procurement transaction.

CONTRACT TERM LIMITS

The terms for service contracts (e.g., any contract for on-going services of a repetitive nature, such as janitorial maintenance, preventive maintenance, routine maintenance, lawn maintenance, legal, architect/engineer, accounting, security, and pest control) shall be limited to three years. The Authority may not award additional work/task orders to a contractor beyond the prescribed limit in the contract, although the contractor may complete existing work/task orders that extend beyond the contract term limit. Automatic renewal provisions are prohibited.

LIQUIDATED DAMAGES

A liquidated damages clause shall be enforced for all non-routine and construction contracts whose estimated cost exceeds \$100,000. The liquidated damage amount shall generally fall in the range of \$25 to \$200 per day, and be based on the costs reasonably borne by the housing authority due to failure of the contractor to complete the project on time. The liquidated damage rate will appear in the solicitation document.

9.0 CONTRACTOR QUALIFICATIONS AND DUTIES

9.1 CONTRACTOR RESPONSIBILITIES

PHAs shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

- A. Have adequate financial resources to perform the contract, or the ability to obtain them;
- B. be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidders'/offerors' existing commercial and governmental business commitments;
- C. have a satisfactory performance record;
- D. have a satisfactory record of integrity and business ethics;
- E. have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- F. have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and
- G. be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

9.2 SUSPENSION AND DEBARMENT

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) or by other Federal agencies, e.g., Dept of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings.

10.0 CONTRACT ADMINISTRATION

10.1 GENERAL

A contract administration system, designed to ensure that contractors perform in accordance with their contracts, shall be maintained. The system shall include procedures for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.

11.0 APPEALS AND REMEDIES

11.1 GENERAL

It is the Authority's policy to resolve all contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.

11.2 PROTESTS

Any actual or prospective contractor may protest the solicitation or award of a contract or purchase order for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of offers or proposals, and any protest against the award of a contract or purchase order must be received within ten (10) calendar days after contract award, or the protest will not be considered. All protests shall be in writing and submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

11.3 WRITTEN PROCEDURES

The housing authority will develop a written procedure for handling all protests and complaints involving its procurement activities.

11.4 CONTRACTOR CLAIMS

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer, or designee, for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the Chief Executive Officer.

12.0 ASSISTANCE TO SMALL, MINORITY-OWNED, AND LOW-INCOME AREA (SECTION 3) BUSINESSES; AND WOMEN'S BUSINESS ENTERPRISES

12.1 REQUIRED EFFORTS

Consistent with Presidential Executive Orders 11625, 12138, 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that small and minority owned businesses, women's business enterprises, and individuals or firms located in or owned in substantial part by persons residing in the area of an Authority development are used when possible. Such efforts shall include, but shall not be limited to the following:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- C. dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- D. establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- E. using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- F. including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the development area and to award subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the development, as described in 24 CFR 135; and
- G. requiring prime contractors, when subcontracting is anticipated, to take the steps listed in A through F above.

12.2 DEFINITIONS

A small business is defined as a business that is independently owned, not dominant in its field of operation, and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the Authority determines that their use is inappropriate.

A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans. The listing of minority-owned business may be obtained by utilizing the New York State approved Minority-owned (MBE) & Women-owned (WBE) register.

A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.

A business concern located in the area of the development is defined as an individual or firm located within the relevant Section 3 covered development area, as determined pursuant to 24 CFR 135.15; listed on HUD's registry of eligible business concerns; and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the development is defined as a business concern which is 51% or more owned by persons residing within the Section 3 covered project, owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

13.0 INSURANCE

13.1 GENERAL

The following standards shall pertain to all insurance policies required to be carried by contractors hired by the Authority:

- A. If any insurance is due to expire during the contract term, the contractor (including any subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority.
- B. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or nonrenewed by the insurance company until at least 30 calendar days prior written notice has been given to the Authority.

The Authority will consider ratings for companies providing insurance (i.e. Standard & Poor's, Moody's and AM Best).

The Authority stipulates that all consultants, contractors and subcontractors working on site furnish certificates of insurance prior to commencing work, and that notification of insurance cancellation be received at least 30 days in advance.

The Authority must ensure that insurance companies used are authorized to do business in the State.

13.2 CONSTRUCTION CONTRACTORS

Insurance shall be required of construction contractors (new construction, major demolition, and non-routine maintenance), regardless of the value of the contract. Before beginning work, the contractor and each subcontractor shall furnish the Authority with certificates of insurance showing that the following insurance is in force and will insure all operations under the contract. All insurance shall be carried with companies which are financially responsible and rated B+VI or higher by the A.M. Best Co. or equivalent and authorized to do business in the State in which the development is located. Contractor insurance shall include:

- A. Workers' Compensation, in accordance with State or Territorial Workers' Compensation laws, for all employees engaged under the modernization contract.
- B. Commercial General Liability which is comprehensive general liability insurance with bodily injury and property damage. The minimum amount of required coverage is \$500,000 per occurrence.
- C. Automobile Liability on owned, non-owned and hired motor vehicles used on or in connection with the site(s) for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.

Builder's Risk

This insurance is needed only for construction of a new building or a major addition to an existing building. If the contract involves installing equipment or materials in an existing building, the contractor should have in effect an "installation floater." Before beginning work, the contractor shall furnish the HA with a certificate of insurance evidencing that a builder's risk (property) is in force. The builder's risk insurance shall be for the benefit of the contractor and the HA as their interests may appear and each shall be named, in the policy or policies as an insured.

The contractor is not required to carry builder's risk insurance on: excavations, piers, footings or foundations until such time as work on the superstructure is started; or work which does not involve structural alterations or additions and where the HA's existing policy will provide coverage.

Policies shall furnish coverage at all times for the full replacement cost of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the HA. The contractor may terminate this insurance on buildings taken over for occupancy by the HA as of the date the buildings are taken over.

MAINTENANCE CONTRACTORS

Maintenance Contractors (repair work, preventive maintenance and cyclical maintenance – such as janitorial maintenance and mowing) shall provide the same insurance as set forth in Section 13.2 above with the exception of builder's risk insurance.

ARCHITECTS AND ENGINEERS

Required Insurance shall consist of the following insurance (minimum of \$500,000 per policy): Commercial or comprehensive general liability, and automobile.

CONSULTANTS (EXCEPT A/E)

If on-site work is involved, consultants shall furnish following insurance (minimum of \$500,000 per policy): Commercial or comprehensive general liability, and automobile.

14.0 SPECIFICATIONS AND STATEMENTS OF WORK

14.1 GENERAL

All specifications and statement of work (SOWs) shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying Authority needs. Specifications and SOWs shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items.

14.2 STATEMENTS OF WORK

All SOWs shall incorporate a scope of work (a detailed description of the project for which the contractor/consultant will be providing services) and a scope of services (a detailed description of the services the contractor/consultant will provide relative to the project). All solicitation documents shall include the SOW. The Authority will include the SOW in the solicitation document and the contract documents. (In general, solicitation documents will be considered part of the contract documents.)

14.3 TECHNICAL SPECIFICATIONS

Technical specifications refer to either description of a manufactured good (i.e., supply, material or equipment) that the Authority intends to acquire; or description of a product the Authority intends to produce or construct (e.g., management system, report, building structure or fixture). When procuring goods, or hiring a contractor/consultant to produce or construct a product, the Authority will include technical specifications in the solicitation document and the contract documents. (In general, solicitation documents will be considered part of the contract documents.) If at all possible, technical specifications shall not be unduly restrictive of competition. Unless a manufactured good is truly proprietary, the Authority shall prepare specifications that include the salient design and/or performance parameters of the item. The

Authority may include a list of at least three manufacturers (including model designations, if applicable) as part of the description, but must stress that the named items are only examples of items that meet the specifications.

14.4 DRAWINGS

Drawings shall be prepared for physical improvement projects where the complexity of the project warrants.

14.5 GEOGRAPHICAL PREFERENCES

The Authority cannot impose geographical limits on contractors/consultants except for architects and engineers – but only if those limits leave an adequate number of sources from which to obtain reasonable offers.

15.0 RECORDS

15.1 FILE DOCUMENTS

The Authority must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

- A. Rationale for the method of procurement;
- B. rationale of contract pricing arrangement;
- C. reason for accepting or rejecting quotes, bids or proposals;
- D. basis for the contract price;
- E. copies of solicitation documents;
- F. bid tabulations;
- G. copies of written offers (including, where applicable, catalog pages, brochures, advertisements, web pages, etc.);
- H. transcript of offers where not in writing;
- I. copies of contract documents;
- J. copies of submittals received by the Authority (e.g., insurance certificates, payroll reports, shop drawings, payment requests, contract modification requests, requests for time extensions, etc.);
- K. basis for contract modifications;
- L. all directives issues by the Authority (e.g., notices-to-proceed, stop orders, change orders, approvals, designation of contracting officer forms, etc.);
- M. inspection reports generated by the Authority or consultant;
- N. certificates of completion;
- O. documentation describing disputes or protests; and
- P. warranty documentation.

FILING SYSTEM

The Authority shall maintain one file folder for procurement transactions under \$2,000; and at least two file folders (one set for the planning and solicitation processes; and a second set for contract award and administration processes) for all procurement transactions over \$2,000. All paperwork shall be neatly filed and in chronological order. Multi-leaf folders shall be used when the size of the contract warrants it.

RECORD RETENTION

Records are to be retained for a period of five years after final payment, or all matters pertaining to the contract are closed, whichever is longer.

16.0 SPECIAL PROVISIONS ASSOCIATED WITH THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

16.1 GENERAL

The following provisions pertain only to procurement transactions paid with Capital Fund Recovery Grants (CFRGs) funded under the American Recovery and Reinvestment Act of 2009 (ARRA).

Origin of Manufactured Products. All products (supplies, materials and equipment) secured under individual procurement transactions exceeding \$100,000 must be manufactured in America. The Authority will retain on file evidence demonstrating compliance with this provision.

Inapplicability of State and local laws. State and local laws do not apply to procurement transactions under this section.

Use of the Non-Competitive Method of Procurement. The need to expend grant funds is considered a public exigency by HUD; and the Authority may use this declaration as the basis for using the non-competitive proposals method of procurement in accordance with the standards set forth under Section 4.4 of this Policy.

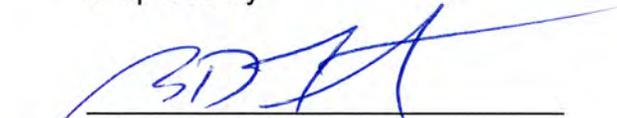
Eligibility of Expenses. The Authority may not use grant funds to support housing operations. Prohibited purchases include, but are not necessarily limited to: Management improvements, including training, travel, salary costs, maintenance programs, occupancy programs, social services, consulting services (other than architectural, engineering and other types of services related to physical improvements); office equipment and furniture; and maintenance equipment.

POLICY REPORT PWD NO: 24-07

**REVIEW DRAFT 2023 KDHE ANNUAL REPORT
FOR STORMWATER**

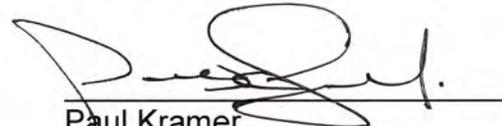
February 13, 2024

Prepared by:



Brian Faust, P.E.,
Director of Public Works

Submitted by:



Paul Kramer,
City Manager

ISSUE:

Review the draft of the annual KDHE report for 2023 stormwater activities.

BACKGROUND:

The City of Leavenworth is regulated by the Kansas Department of Health and Environment (KDHE) and US Environmental Protection Agency (EPA) as a Phase II City for stormwater purposes. The City has been required to submit an annual report on stormwater activities every year since 2003. The report summarizes the actions the City has taken the previous year to protect and enhance stormwater quality. The guidelines for the activities to be reported on were set by the revised Stormwater Management Program (SMP) that was adopted by the City Commission on October 27, 2020. These guidelines have been used since 2021.

The City has submitted reports in accordance with KDHE requirements in previous years. Interaction with KDHE and EPA suggest that the report be reviewed in a public forum rather than simply submitted by staff. The attached documents are a draft of the key portions of the annual report for 2023. There will be additional supporting information in the appendices when the report is submitted.

Staff is requesting comments and suggestions from the City Commission related to the content of the report. It is appropriate for the City Commission to seek input from the public on this matter as well.

The current KDHE stormwater permit is in force from November 2019 through October 2024.

Key narratives in the report are:

- Executive Summary
- Six Minimum Control Measures: Discussion on Effectiveness and Annual Performance Measures.
 - Public Education and Outreach
 - Public Involvement and Participation
 - Illicit Discharge Detection and Elimination
 - Construction Site Stormwater Runoff and Control
 - Post Construction Stormwater Management in New Development and Post Development Projects
 - Pollution Prevention and Good Housekeeping

RECOMMENDATION:

The information is presented in draft form. We are looking for any comments or questions the Commission may have as well as the public on the efforts that we've taken over the last year.

It is recommended the City Commission adopt a resolution supporting the final report at the February 27, 2024 Commission meeting. The final report will be delivered to KDHE on February 28th.

ATTACHMENTS:

- Draft 2023 Report (partial)
 - Executive Summary
 - Six Minimum Control Requirements
 - Comments on Part V
- Maps
 - Stormwater with Creek Basins
 - Stormwater Management Data Collection
- KDHE Annual Report for 2023 – link here:
<https://www.leavenworthks.org/publicworks/page/2023-kdhe-annual-stormwater-report>
- Revised Stormwater Management Program - link here:
<https://www.leavenworthks.org/publicworks/page/engineering>

ITEM 2

Executive Summary

To satisfy the requirements of the NPDES permit, this annual report summarizes the City of Leavenworth's plans and actions to reduce the discharge of pollutants from the municipal separate storm sewer system (MS4) to the maximum extent practicable, to protect water quality, and to meet the appropriate water quality requirements of the Clean Water Act. The information contained within this report was obtained through interviews with City staff, review of permits and projects from 2023, and examining communications and publications made available to the citizens of Leavenworth.

As the City of Leavenworth transitioned past the COVID-19 Pandemic, we continued to struggle with filling vacant positions in our Operations and Water Pollution Control Divisions. Significant increases in construction costs and supply chain issues have also impacted our day to day operations.

City staff pursued activities in all of the Six Minimum Control Measures throughout the year. Key observations for the purposes of this report are shown below.

1. Were there any aspects of the program that appeared especially effective at reducing pollutants in your stormwater discharge?

- Contractor and public compliance with implementation of the Land Disturbance Permit requirements has improved over the initial years and is generally satisfactory.
- Street sweeping is an effective tool for removing pollutants.
- Use of "Stormwater Utility" funds to address long-standing issues has reduced erosion in several locations through the "Orange Fence Repair Projects".

2. Were there any aspects of the program that provided unsatisfactory results?

While most items identified as BMPs (Best Management Practices) are believed to be effective at some level, the passive education and information sharing such as leaving material at the Library and City Hall along with informational brochures available on the City's website were probably the least effective tools identified.

3. What was the most successful part of the program?

The visibly effective measures of correctly installed construction site runoff control and post-construction activities were the most successful parts of the program. On numerous public improvement projects, City staff ensured that measures were installed and maintained. These activities are very visible to residents living in the area and to the traveling public.

4. What was the most challenging aspect of the program?

The most challenging was having developers install and properly maintain construction site runoff control. New development remained slow in 2023 with the higher interest rates so there were less homes under construction. The new developments that were actively under

construction struggled with keeping their sites in compliance with approved erosion control plans. The City notified developers that stop work orders would be issued on projects if conditions were not immediately addressed. This had the desired effect and the appropriate measures were installed. However, the City has had to remind developers on multiple occasions to inspect, repair and maintain their measures.

5. Describe any City/County area MS4 clean ups and the participation.

- The City of Leavenworth sponsored a “City-Wide” clean-up day with 43 groups picking up trash. This event was held on April 22, 2023.
- Leavenworth County provides HHW (Household Hazardous Waste) services throughout the year and a special event to dispose of HHW was held at the Municipal Service Center in April, 2023.
- The City has a “Three-Mile Creek” monthly clean-up program in which citizens pick up trash. In 2023, there were nine citizen groups that received a \$500 donation per group from Convention & Visitor’s Bureau grant payments.

6. Describe the elected officials' participation in the stormwater pollution elimination.

The City Commission has supported stormwater pollution elimination by creating a “Stormwater Utility” that is funded by a fee on all properties. This fee is used to address longstanding stormwater issues in the community, including reduction or elimination of erosion caused by failing roadways and culverts along with impacts to streambanks from shifting channel alignments. The Commission has also supported the goal of having public and private projects with some level of permanent water quality improvement included.

The City Commission reviewed and approved the new Stormwater Management Plan (SMP) on October 27, 2020. Staff was also directed to proceed with ordinances related to fees/fines for operation of BMP installations, construction sites, grease traps and general maintenance of permanent water quality structures.

7. Describe the collaboration with other organizations to eliminate stormwater pollution.

- The City coordinated a “City-Wide” clean-up day with 43 groups which was held on April 22, 2023
- Leavenworth County provided one HHW (Household Hazardous Waste) collection service in April 2023.

8. If an audit/inspection of your MS4 program was conducted by EPA or KDHE during the year, list the items the audit/inspection report identified as required changes and provide a narrative explanation of how the changes were implemented or explain the plan to implement the changes and identify a target date for final implementation.

There were no known inspections of the MS4 program by KDHE or EPA in 2023.

E. Stormwater Management Program Requirements (Six Minimum Control Measures)

1. Public Education and Outreach (Table)

List all of the public education and outreach BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
ED & 0 - 01	Maintain a stormwater webpage for the permittee.	Stormwater webpage - https://www.leavenworthks.org/citymanager/page/stormwater-projects	2
ED & 0 - 02	Distribute educational materials (either flyers, brochures, catalog mailings, handouts, or e-mails) addressing various pertinent stormwater public education topics.	Flyers and educational materials are available on the City's website and in City Hall.	2
ED & 0 - 03	Provide either training or educational materials to permittee-identified businesses at high risk of contributing to stormwater pollution.	Stormwater Education Brochures - https://www.leavenworthks.org/publicworks/page/public-education-brochures	2
ED & 0 - 04	Apply notification, placard, covers/hatches with message, or stencil, on stormwater inlets to provide a message similar to "No Dumping – Drains to River" Apply this notification on at least 10% of all known stormwater inlets in the MS4.	All new storm structures have the message, "Drains to Stream". City applies the message to older structures. There are a total of 298 stamps/stencils. Example can be found at: https://www.leavenworthks.org/publicworks/page/2023-kdhe-annual-stormwater-report-supporting-documents	2
ED & 0 - 05	Post the municipality's MS4 permit and SMP document on either the stormwater webpage or the municipal webpage.	SMP - https://www.leavenworthks.org/publicworks/page/engineering MS4 Permit - https://www.leavenworthks.org/publicworks/page/2023-kdhe-annual-stormwater-report-supporting-documents	1
ED & 0 - 12	Create a stormwater information brochure to provide to the public at public meetings and/or hearings.	Stormwater-related brochures can be found at: https://www.leavenworthks.org/publicworks/page/2023-kdhe-annual-stormwater-report-supporting-documents	1
ED & 0 - 15	Hold a social media campaign addressing various pertinent stormwater public education topics.	There were 10 social media posts related to public education about improving, reducing or listing the dangers of polluting the City's stormwater system.	2
TOTAL POINTS CLAIMED FOR PUBLIC EDUCATION AND OUTREACH →			12

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

2. Public Involvement and Participation (Table)

List all public involvement and participation BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
P I/P - 01	Hold a public hearing or public forum to notify the public about stormwater program activities and to solicit public comments regarding stormwater issues.	<p>City Commission reviewed KDHE annual stormwater reports on February 13 and 27, 2024. The meetings were also broadcast on the City's channel cable TV station and YouTube.</p> <p>City Commission reviewed stormwater projects for CIP in 2024, and approved design and construction of several projects. List and stormwater-related documents are at: https://www.leavenworthks.org/publicworks/page/2023-kdhe-annual-stormwater-report-supporting-documents</p>	2
P I/P - 03	Hold park or stream bank clean-up events for public volunteers to aid municipal staff in removing trash, debris, or pollutant sources from the selected clean-up area.	City-wide Spring Cleanup - April 22, 2023. Services offered to residents include open Brush Site, Recycling Center, large-item drop off and electronics recycling. City coordinated with Leavenworth County and a special event to dispose of HHW was held at the City Municipal Center also in April, 2023.	3
P I/P - 05	Provide at least two events for residents to engage in cleanup activities and improve water quality in the municipality.	The City has a "Three-Mile Creek" monthly clean-up program (March through November) in which citizens pick up trash. In 2023 there were nine citizen groups that participated.	3
TOTAL POINTS CLAIMED FOR PUBLIC INVOLVEMENT AND PARTICIPATION →			8

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

3. Illicit Discharge Detection and Elimination (Table)

List all illicit discharge detection and elimination BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
IDD & E - 04	Implement a program to evaluate MS4 outfalls to identify illicit discharges.	The City's stormwater map identifies MS4 outfalls. If residents identify concerns regarding illicit discharges, they are forwarded to Water Pollution Control for evaluation and possible action. The City did not meet the threshold in 2023 to acquire the point.	
IDD & E - 06	Inspect, by televising pipelines or direct visualization of open channel drainage, 2% of the MS4 system within the permit area all conducted within a 12-month period to aid in identifying illicit discharges as well as evaluate the condition of the storm sewer lines/drainage channels-ditches.	The City visually inspected open channels and televised storm lines across the city. Televising lines was done by Water Pollution Control staff while open channels/ditch lines are inspected by our dedicated Stormwater staff at our Municipal Service Center.	3
IDD & E - 07	Implement a Household Hazardous Waste Collection Program (HHWCP) or document others who have implemented such a program to provide such service to all property owners or residents located within the permit area.	Leavenworth County provides HHW services throughout the year and a special event to dispose of HHW was held at the Municipal Service Center in the spring, 2023.	3
IDD & E - 08	Implement a program to increase the reliability of sanitary sewer pump stations above the minimum standard design requirements.	In 2023, the city upgraded all of our lift stations. We meet all the requirements of this BMP except we do not have an on-site dedicated backup generator at each location. We have a mobile one dedicated to lift stations (just not on-site at each location). Not taking these points.	
IDD & E - 09	Provide a contribution to area recycle programs or programs (such as household hazardous waste disposal facilities, e-cycle facilities, paper shred facilities, pharmaceutical disposal facilities etc.) designed to properly dispose of types of waste or materials which have previously been discarded to or adjacent to either the MS4, streams, or lakes within or adjacent to the permittee's permit area.	The City has a recycling center (free to the City of Leavenworth residents) that accepts the following items: tin and aluminum cans, car batteries and rechargeable batters, e-waste, used automotive oil, plastics, to name a few. A complete list can be found at: https://www.leavenworthks.org/publicworks/page/leavenworth-recycling-center	2

<p>IDD & E - 10</p>	<p>Inspect 5% of the MS4 system Stormwater inlets and/or outfalls within the permit area all conducted within a 12-month period to aid in identifying illicit discharges.</p> <p>3 points may be claimed for inspection of 2% of the MS4 system in the year the required percentage of inlets and/or outfalls are finally inspected, alternately if 15% of the MS4 system is inspected 5 points may be claimed.</p>	<p>Stormwater crew inspected and/or maintained approximately 953 inlets and area drains and other stormwater facilities.</p> <p>Number inlets cleaned - 1,472</p>	<p>3</p>
<p>TOTAL POINTS CLAIMED FOR ILLICIT DISCHARGE DETECTION AND ELIMINATION →</p>			<p>11</p>

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

4. Construction Site Stormwater Runoff Control (Table)

List all construction site stormwater runoff control BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
CSSRC - 01	Implement a requirement for a Soil Erosion and Sediment Control (SESC) Plan for any land disturbance sites which are either equal to or greater than one acre or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more.	The City requires a land disturbance permit (LDP) for any land disturbance. This includes submittal of a plan identifying all needed erosion control measures. Examples of residential and commercial LDPs can be found at: https://www.leavenworthks.org/publicworks/page/2023-kdhe-annual-stormwater-report-supporting-documents	2
CSSRC - 02	Develop and adopt a design manual for erosion and sediment control BMPs which are required to be used on sites which will be disturbed and are either equal to or greater than one acre, or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more.	The City follows MARC erosion control BMPs. Examples can be found at: https://www.leavenworthks.org/publicworks/page/stormwater-informational-brochures-and-flyers-0	2
CSSRC - 04	Develop a site plan review process which considers potential water quality impacts which may occur during construction as well as post construction impacts.	The City reviews every site plan for both water quantity and water quality. Building permits are not issued until water quality is addressed.	2
CSSRC - 07	Acquire or develop a software tracking system to track inspections and related tasks.	The City uses MUNIS to track and schedule inspections.	1
TOTAL POINTS CLAIMED FOR CONSTRUCTION SITE STORMWATER RUNOFF CONTROL →			7

E. Stormwater Management Program Requirements (Six Minimum Control Measures) (CONTINUED)

5. Post-Construction Stormwater Management (Table)

List all post-construction stormwater management BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 7 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
P-C SM - 01	Develop and adopt a custom design manual for Post-Construction Stormwater Management which specifies various structural BMPs which are required for new development and re-development construction sites which are greater than one acre or for which there is construction activity disturbing less than one acre which is part of a larger common plan of development or sale that in total disturbs one acre or more. (Points shown reflect adopting existing APWA/MARC manuals.)	Link to APWA/MARC manuals posted at City's website: https://www.leavenworthks.org/publicworks/page/public-education-brochures Link to the City of Leavenworth Manual of Infrastructure Standards: https://www.leavenworthks.org/publicworks/page/designs-studies-reports	3
P-C SM - 02	Develop a list of post-construction structural or non-structural BMPs which are required to be incorporated in any development/re-development project. The list must include guidance regarding the BMPs which must be incorporated in various projects as determined appropriate by the permittee. The list is to be provided to entities involved with the design of project prior to site plan review by the permittee.	The City requires that water quality impacts be addressed for development activities. Water quality BMPs may consist of rain gardens, bio-swales, basins that detain runoff until silt/pollutant settle out or other approved BMPs. In areas where there is insufficient space for larger BMPs, hydrodynamic separators are being utilized.	2
P-C SM - 03	Develop and implement a program to ensure adequate long-term cleaning, operation and maintenance of all municipally-owned or operated post-construction structural stormwater BMP facilities.	The City has a software maintenance program that identifies and schedules inspections.	2
P-C SM - 05	Develop and implement a program for inspection of permittee-owned structural BMPs which includes implementation of needed maintenance to ensure long-term operation of the BMPs.	The City inspected city owned structural BMPS at random times and after significant storm events. These BMPs mostly consist of hydrodynamic separators (Thornton and Eisenhower) and 'beehive' grates. No points taken.	
P-C SM - 06	Develop and implement a program for inspection of known privately-owned structural BMPs which includes providing the owner of the BMPs an inspection report which specifies needed maintenance to ensure long-term operation of the BMPs.	Due to personnel changes, a Detention Public Meeting was not held. Staff did inspect the majority of the privately owned basins in 2023 and we are creating a rotating inspection schedule for all of these basins. No points taken.	
TOTAL POINTS CLAIMED FOR POST-CONSTRUCTION STORMWATER MANAGEMENT →			7

6. Municipal Pollution Prevention / Housekeeping (Table)

List all municipal pollution prevention / housekeeping BMPs as identified in the SMP and provide the requested information in the following table. The BMPs listed in the below table should add up to a minimum of 6 points.

BMP ID NUMBER	BRIEF BMP DESCRIPTION	PROGRESS ACHIEVING GOAL(S) (MEASURED RESULT)	POINTS CLAIMED
PP/GH - 01	Install a screening device or method at a single municipal storm sewer outfall or on the storm sewer line immediately upstream of the outfall to reduce the discharge of floatables or other objects to receiving waters.	Parking lot across from City Hall screens runoff. Device was previously installed so using two points per permit.	2
PP/GH - 02	Implement a recycle and proper waste disposal program for municipal staff to reduce potential for litter, to recycle waste oil, batteries, glass containers, plastic containers, and paper products.	Staff is currently participating in a recycle and proper waste disposal program.	2
PP/GH - 05	Implement a program for street sweeping in which the street sweepings are collected and disposed of properly or recycled/reused if possible.	Street sweeping program operations continued throughout the year. Miles of street swept: Sweeper No. 3332: 625 Sweeper No. 3333: 1,076	2
PP/GH - 07	Implement a program to inspect stormwater inlets to identify illicit discharges and clean drop inlets of accumulated debris.	Stormwater crew inspected and/or maintained approximately 953 inlets and area drains, and other stormwater facilities. Number inlets cleaned - 1,472	1
PP/GH - 08	Develop, implement and keep updated an online storm sewer map accessible to the public.	Map can be viewed at the City's GIS website: https://gis.firstcity.org/	2
PP/GH - 12	Install a stormwater treatment system for capture of either trash, sediment, or debris.	City installed a stormwater treatment system in inlets along Thornton Street and Eisenhower Road. The system was cleaned in 2023.	2
TOTAL POINTS CLAIMED FOR MUNICIPAL POLLUTION PREVENTION / HOUSEKEEPING →			11

ITEM 4

Topics Required to be Addressed in this Report as Identified in Part V of the Permit

The permittee is well advised to accurately report the conditions and status of their stormwater program and give due consideration to improving or enhancing their program where it is weak, or deficient in any of the core aspects (stormwater management program, six minimum control measures and TMDL best management practices - if applicable - also for Phase I permittees monitoring industrial facilities).

Within the next one or two pages, or perhaps more if so desired, provide comments addressing the following items:

1. Provide the status of compliance with permit conditions, an assessment of the appropriateness of the implemented Best Management Practices, progress towards achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable (MEP), and the measurable goals with an indication of the progress toward meeting the goals for each of the six minimum control measures.

City of Leavenworth's opinion is that the information shown in each of the "Six Minimum Control Measures" tables support the conclusion that meaningful reduction in discharge of pollutants has occurred. With the global pandemic subsiding, the ability of our residents to attend and participate in public meetings and events has reached pre-pandemic levels. As a result, the city's efforts related to Public Education/Outreach as well as the Public Involvement/Participation minimum control measures have improved.

2. Provide results of information collected and analyzed, (for example test results, surveys, or public comments/input) during the annual reporting period. This may include monitoring data used to assess the success of best management practices with respect to reduction in pollutant discharge. Include an interpretation of the information which addresses success or failure of the portion of the program for which the information applies.

The City has collected information on a wide variety of municipal activities associated with various BMPs. This includes data on street sweeping, deicing use (salt as well as salt brine), grease trap program, land disturbance permit issuance, SSO reporting and others. There has been no overall "trend" noticed in this data, but

it is indicative of the effort of our community to be aware of important issues related to water quality. Specific data for many of these reporting items is in the assessment of the various BMP activities for the last year. It is clear that staff, public, contractors and businesses are aware of the various permitting programs associated with the SMP, and water quality is improved and/or maintained as a result.

3. Provide a summary of the stormwater activities that were undertaken during the previous calendar year and the status of these activities.

The following key programs associated with stormwater activities were conducted in 2023. There are many other smaller programs as well.

- ✓ Building Permits, Fills, Excavations are evaluated for needing an NOI, Land Disturbance Permit, Basic Erosion Control, SWPP and other clean water related elements
- ✓ Projects under construction are inspected and deficiencies brought to the attention of the contractor, owner or other appropriate person
- ✓ City-wide civic effort for "Spring Clean-up"
- ✓ Grease Trap Program inspections and reports
- ✓ Street Sweeping Program
- ✓ Leaf Collection by the Refuse Service and free drop off at the City's brush site
- ✓ Free Drop-Off Recycling Program
- ✓ Household Hazardous Waste Program (Coordinated with Leavenworth County)
- ✓ Free drop-off refuse disposal once per month
- ✓ Maintain "Clean-up your Dog Poop" effort at selected City parks
- ✓ Adopt-A-Park Program to help maintain/clean City parks
- ✓ Aggressive response to SSO calls 24/7
- ✓ Sewer line cleaning and TV program
- ✓ Stormwater articles in City newsletters and brochures placed at City Hall

4. Provide a summary of the stormwater activities which are scheduled to be undertaken during the next calendar year (including an implementation schedule).

All activities as noted in #3 are expected to be continued in 2024. City Staff and Commission will continue to evaluate the measures taken and update any associated BMPs in 2024.

5. Provide a map showing changes in the permittee's Permit Area if the permit area has changed within the year.

There were no changes to the City Limits in 2023.

6. Provide a description of significant changes in any of the BMPs.

There were no significant changes to the BMPs in 2023.

7. Provide copies of any ordinances or resolutions which were updated in the last year and are associated with the SMP.

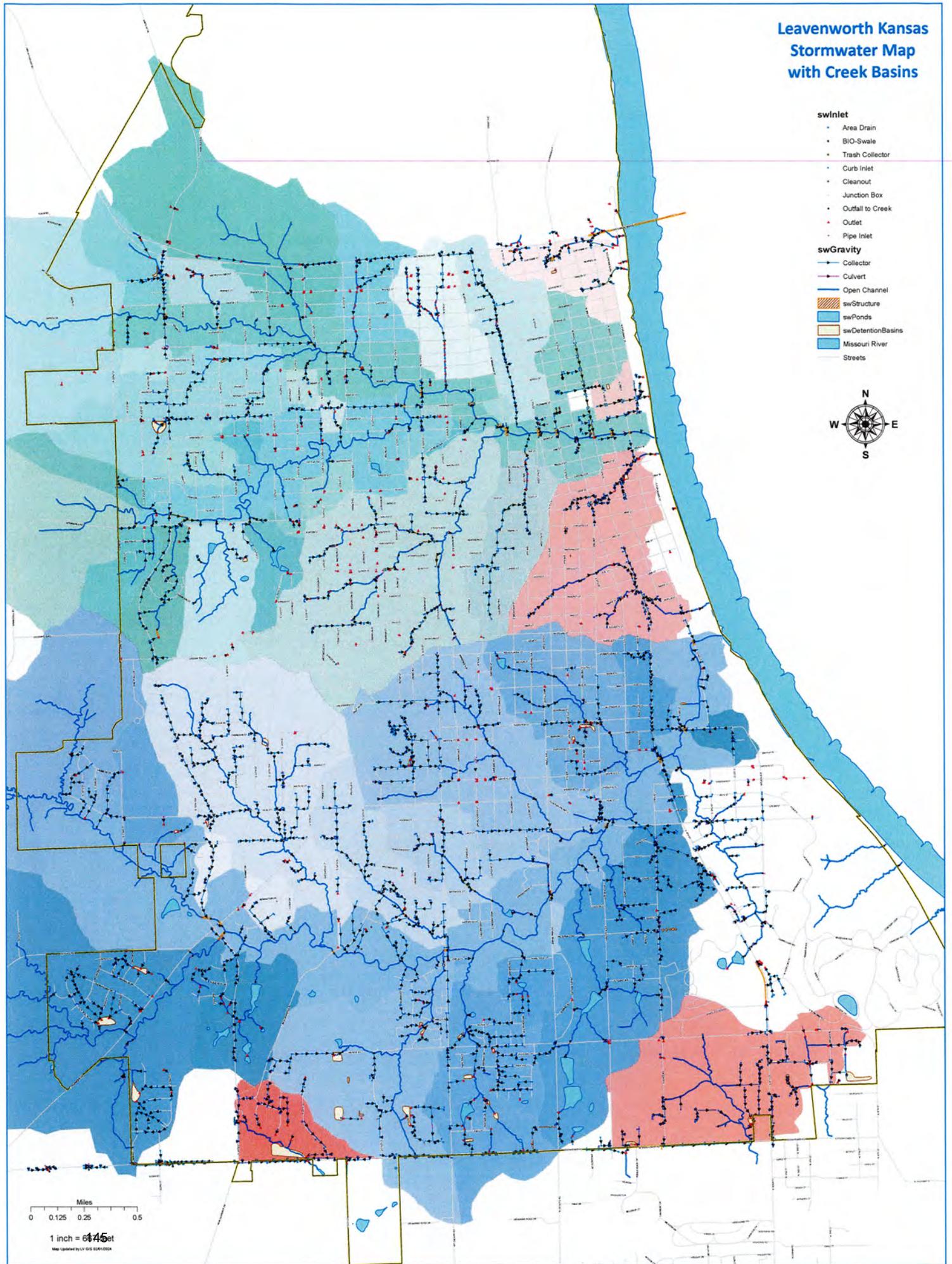
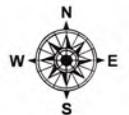
There were no updates to ordinance or resolution in 2023 associated with the SMP.

8. Provide a list of other parties (such as other municipalities or consultants), which are responsible for implementing any of the program areas of the Stormwater Management Program.

There were no other municipalities or consultants involved with implementing the SMP.

Leavenworth Kansas Stormwater Map with Creek Basins

- swInlet**
 - Area Drain
 - BIO-Swale
 - Trash Collector
 - Curb Inlet
 - Cleanout
 - Junction Box
 - Outfall to Creek
 - Outlet
 - Pipe Inlet
- swGravity**
 - Collector
 - Culvert
 - Open Channel
 - ▨ swStructure
 - swPonds
 - swDetentionBasins
 - Missouri River
 - Streets

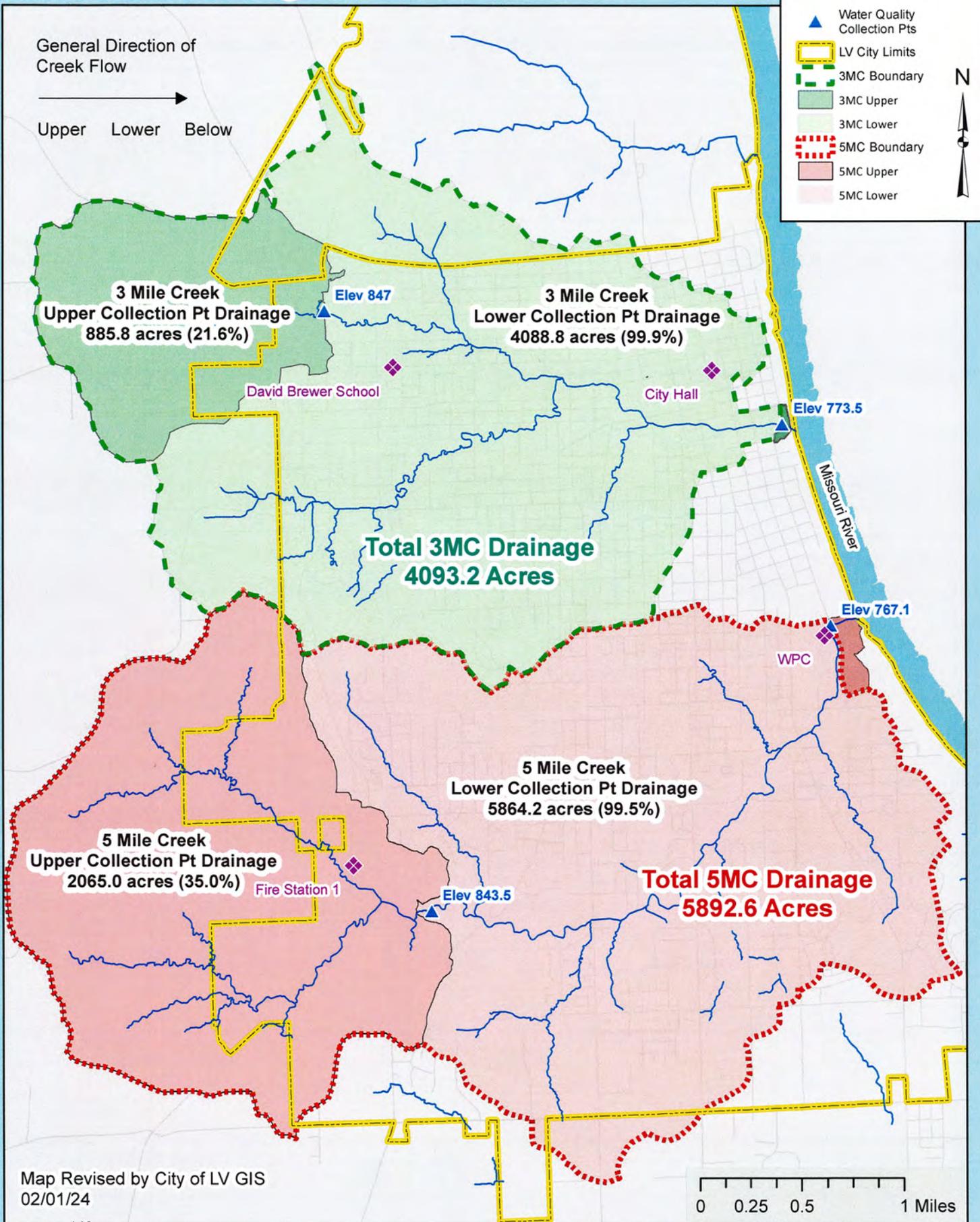


Miles
0 0.125 0.25 0.5

1 inch = 6446ft
Map updated by LP GIS 05/11/2014

City of Leavenworth, KS

Stormwater Management Data Collection



POLICY REPORT PWD NO. 24-09

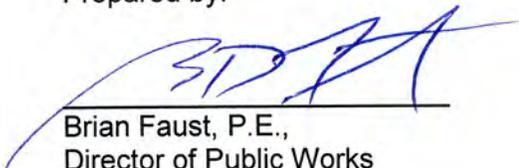
CONSIDER AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT BETWEEN THE CITY AND KDOT FOR IMPROVEMENTS ON 4TH STREET
FROM REES STREET TO POPLAR STREET

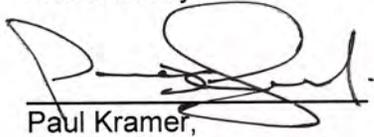
KDOT PROJECT NO. 052 U-2509-01
CITY PROJECT NO. 2023-027

February 13, 2024

Prepared by:

Reviewed by:


Brian Faust, P.E.,
Director of Public Works


Paul Kramer,
City Manager

ISSUE:

Consider authorizing the Mayor to sign KDOT Agreement No. 29-24 for the 4th Street Improvements (US-73 from Rees Street to Poplar Street). This project is part of the City Connecting Link Improvement Program (CCLIP).

BACKGROUND:

In 2023, the City applied for and was awarded a CCLIP grant for improvements along 4th Street between Rees and Poplar. This project does not involve reconstruction of the pavement, but will include localized base patching and mill/overlay of the pavement. There will also be some ADA ramp, curb and sidewalk upgrades. The City is responsible for design costs along with non-participating items. Non-participating items include: (1) sidewalk, (2) curb/gutter and (3) ADA ramps. The City is currently requesting qualifications (RFQ) for interested design consultants. Responses are due at the end of the month with design award tentatively planned for late March. Staff reviewed the agreement and recommends approval.

The project schedule from KDOT shows design completed in late 2024 with bidding in April of 2025. Construction of the improvements are tentatively planned for the summer of 2025.

BUDGET IMPACT:

The state's participation is 85% for construction and construction engineering with a maximum of \$400,000. The City anticipates the total project cost (design and construction) to be approximately \$540,000. The cost incurred in 2024 will be project design. Costs in 2025 will be associated with construction.

RECOMMENDATION:

Staff recommends that the City Commission authorize the Mayor to sign KDOT Agreement No. 29-24 for the 4th Street Surface Preservation Project between Rees Street and Poplar Street.

ATTACHMENTS:

Aerial with Project Limits
KDOT Agreement 29-24

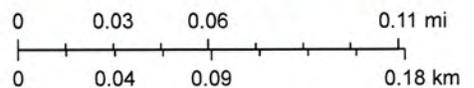
City Project #2023-027; 2024/2025 CCLIP (4th Street, Rees to Polar)



2/7/2024, 11:12:19 AM

1:4,514

- Parcels (City Owned)
- Leavenworth City Limits
- Parcels_Current
- RoadCenterline
- Missouri River



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

PROJECT NO. 052 U-2509-01
CCLIP (SP) RESURFACING PROJECT
CMS CONTRACT NO. _____
CITY OF LEAVENWORTH, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Leavenworth, Kansas** (“City”), collectively, the “Parties.”

RECITALS:

- A. The City has applied for and the Secretary has approved a CCLIP (SP) Resurfacing Project.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.
- C. The City desires to construct a street resurfacing Project on S 4th Street (US-73/K-7), a City Connecting Link for the State Highway System, in the City.
- D. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of state and local funds.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. **“CCLIP (SP) Resurfacing Program”** means a City Connecting Link Improvement Program (CCLIP (SP)) that is a part of the KDOT Local Partnership Program with cities and counties. The state’s participation in the cost of construction and construction engineering will be one hundred percent (100%) for cities with a population between 0 to 2,499, ninety-five percent (95%) for cities with a population between 2,500 to 4,999, ninety percent (90%) for cities with a population between 5,000 to 24,999, eighty-five percent (85%) for cities with a population between 25,000 to 49,999, eighty percent (80%) for cities with a population between 50,000 to 99,999, and seventy-five percent (75%) for cities with a population equal to or greater than 100,000, up to a maximum of \$400,000.00 per fiscal year of state funds. The CCLIP (SP) Resurfacing Program is for contract maintenance only.

3. **“City”** means the City of Leavenworth, Kansas, with its place of business at 100 N 5th Street, Leavenworth, Kansas, 66048.

4. **“City Connecting Link”** means a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city’s limits and is designated as part of the national system of Interstate and defense highways.

5. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

6. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

7. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.

8. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.

9. **“Design Plans”** mean design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

10. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.

11. **“Eligible / Participating Bid Items”** means all bid items that pertain to Project resurfacing and striping along the connecting link only. Items eligible for CCLIP (SP) funding include manhole adjustments, milling, overlays, aggregate or paved shoulders (if already existing), concrete pavement, thin bonded concrete overlays, joint repair, slurry seals, bituminous seals, ultra-thin bonded overlay, concrete and asphalt pavement patching, subgrade improvement, reconstruction, traffic control, transporting of salvageable material (millings), striping, traffic signal loops on the state highway and that portion of the traffic signal loops that lie inside the return on side streets, and pavement marking on the connecting link. Video-detection systems are participating, except on side streets; however, such systems will require pre-approval, as well as additional details, and a bill of materials to be included in the final design plans. Resurfacing work is participating out to the curb returns on side streets.

12. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.

13. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

15. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.

16. **“Non-Eligible / Non-Participating Bid Items”** means items typically non-eligible for CCLIP (SP) funding including but not limited to: bridge deck patching, utility adjustments, curb and gutter, overlay of curb and gutter, adjustment or reestablishment of survey markers, drainage appurtenances, driveways, entrances, sidewalks, sidewalk ramps, construction warranties, traffic loop construction outside the return on a side street, video detection on side streets, and construction outside of the curb and gutter. Work performed outside the Project limits on side streets, or outside the city limits is non-eligible for state participation, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.

18. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

19. **“Project”** means mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, curb repair, sidewalk ramps, pavement markings, and any other pre-approved resurfacing methods for the CCLIP (SP) Resurfacing Program for S 4th Street (US-73/K-7), from Rees Street to Poplar Street in Leavenworth, Kansas, and is the subject of this Agreement.

20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.

22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

23. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.

24. **“Surface Preservation” or “SP”** means a fund category, previously known as KLINK, intended to address deficiencies in or extend the life of the driving surface.

25. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change. The City agrees to notify the Bureau of Local Projects if costs increase more than 10% over the estimate.

Party	Responsibility
Secretary	85% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$400,000.00.
City	15% of Participating Costs of Construction and CE until Secretary’s funding limit is reached. 100% of Participating Costs of Construction and CE after Secretary’s funding limit is reached. 100% of Cost of Preliminary Engineering (PE), Right of Way, and Utility Adjustments 100% Non-Participating Costs.

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Reimbursement Payments.** The Secretary will make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed or retained by the City that the Project was constructed within substantial compliance of the final Design Plans and specifications.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Limited Scope.** The Project is limited to roadway resurfacing within the Project Limits. The Project roadway resurfacing may include all Eligible items as defined above. Roadway resurfacing does not include such Non-Eligible items as defined above and any other items deemed Non-Eligible or

Non-Participating by the Secretary. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed Non-Eligible/Non-Participating bid items by the Secretary for reimbursement purposes.

2. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current CCLIP (SP) Resurfacing Program for this Project.

3. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Indemnification by Contractors.** The City will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act of omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project in conformity with the current version of Section 13.0 CCLIP of the LPA Project Development Manual.

6. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, if applicable, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

7. **Performance Bond.** The City will require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

8. **Responsibility for Adequacy of Design.** The City, and any Consultant retained by the City, shall have sole responsibility for the adequacy and accuracy of the Design Plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the City's and its Consultant's duty to provide adequate and accurate Design Plans, specifications, and estimates. Such reviews are not done for the benefit of the Consultant, the Contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, or expressed or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans, specifications, and estimates or any other work performed by the Consultant or the City.

9. **Design Schedule and Submission to Secretary.** The City will follow a schedule for design and development of plans that will allow the Project to be Let to contract in the programmed fiscal year; otherwise, the Secretary has the right to withdraw the Secretary's participation in the Project. If the City's Project preliminary plans, specifications, and a cost estimate (PS&E) are submitted to KDOT's Bureau of Local Projects later than May 1 of the programmed fiscal year, at the Secretary's discretion, the Project may be moved into a future fiscal year.

10. **Movement of Utilities.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other Utilities, publicly or privately owned, which may be necessary for Construction of the Project in accordance with the final Design Plans. The expense of the removal or adjustment of the Utilities and Encroachments located on public right of way or easement shall be borne by the owner or the City.

11. **Future Encroachments.** The City will prohibit future erection, installation, or construction of encroachments either on or above the Right of Way, and it will not in the future permit the erection of fuel dispensing pumps upon the Right of Way of the City Connecting Link. The City will require any fuel dispensing pumps erected, moved, or installed along the City Connecting Link be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

13. **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the design plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and in compliance with PROWAG, and FHWA rules, regulations, and guidance pertaining to the same.

14. **Permanent Traffic Control.** The City must ensure the location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, shall conform to the latest version of the MUTCD as adopted by the Secretary.

15. **Access Control.** The City will maintain control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans unless prior approval is obtained from the Secretary.

16. **Final Design Plans.** The final Design Plans will depict the Project Limits. The Eligible/Participating bid items must be shown separated and listed apart from the Non-Eligible/Non-Participating bid items on the final Design Plans, bid documents, and on the detailed billing provided by the City. The City shall have the final Design Plans signed and sealed by a licensed professional engineer.

CCLIP (SP) Master – City Let (Rev. 10.01.2021) Page 6 of 12

The City will furnish to KDOT's Bureau of Local Projects an electronic set of final Design Plans and specifications. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*

17. **Program Administration.** In addition to complying with all requirements contained in Section 13.0 CCLIP of the LPA Project Development Manual:

(a) The City acknowledges that funding for the Project may be cancelled if the City proceeds to advertise, Let, or award a contract for the Project, prior to receipt of notification from KDOT's Bureau of Local Projects of its completion of the final review of the plans, specifications, and estimates (PS&E).

(b) The City acknowledges that funding for the Project may be cancelled if the City awards the contract for the Project prior to its receipt of an "Authority to Award" notification from KDOT's Bureau of Local Projects.

(c) The City will provide to KDOT's Bureau of Local Projects an electronic copy of the executed contract, the completed tax exemption form (PR-76 or PR-74a) and the City's Notice of Award.

(d) After the contract for the Project is awarded, the City will promptly notify both the Project Manager of KDOT's Bureau of Local Projects and the KDOT Area Engineer to communicate the date the contractor is anticipated to begin work on the Project.

(e) The City acknowledges that any costs for work completed prior to receipt of a Notice of Actual Start Date from the KDOT Area Engineer are ineligible for participation in the Program, will be deemed non-participating costs, and shall be the responsibility of the City.

18. **Discrimination Laws.** The City will: (a) comply with the Kansas Act Against Discrimination (K.S.A. § 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. § 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. § 12101, *et seq.*)(ADA) and not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) comply with the reporting requirements set out at K.S.A. § 44-1031 and K.S.A. § 44-1116; and (d) include those provisions set forth in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such Contractor, subcontractor or vendor. If the City fails to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation will constitute a breach of this Agreement. If the Secretary determines the City has violated applicable provisions of the ADA, the violation will constitute a breach of this Agreement. If any violation under this paragraph occurs, this Agreement may be cancelled, terminated, or suspended in whole or in part.

19. **Inspections.** The City will provide the Construction Engineering/inspection necessary to determine substantial compliance with the final Design Plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or Consultant to comply with the high CCLIP (SP) Master – City Let (Rev. 10.01.2021)

visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for inspection, the agreement must contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

20. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the CCLIP (SP) Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the final Design Plans and specifications.

21. **Attestation.** Upon completion of the Project the City shall have a licensed professional engineer employed or retained by the City attest in an email to the KDOT Area Engineer and the Project Manager for KDOT's Bureau of Local Projects, that the Project was completed in substantial compliance with the final Design Plans and specifications.

22. **Final Acceptance.** Prior to issuing final payment to the Contractor, the City must obtain final acceptance of the Project from the KDOT Area Engineer.

23. **Accounting.** Upon request by the Secretary, the City will provide the Secretary an accounting of all actual Non-Participating costs which are paid directly by the City to any party outside of KDOT and costs incurred by the City not to be reimbursed by KDOT for Preliminary Engineering, Utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. **Reimbursement Request.** The City will request payment from the Secretary after the City has paid the Contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in substantial compliance with the final Design Plans and specifications.

25. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **City Connecting Link Maintenance Agreement.** The Parties executed a City Connecting Link Maintenance Agreement regarding portions of S 4th Street (US-73/K-7) existing within the Leavenworth, Kansas, city limits which is still valid and in effect as of the Effective Date. Nothing in this Agreement modifies or invalidates the terms of the City Connecting Link Maintenance Agreement.

2. **Existing Right of Way.** The Project will be constructed within the limits of the existing right of way.

3. **Incorporation of Final Plans.** The final Design Plans and specifications are by this reference made a part of this Agreement.

4. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

5. **Project Modification.** Any of the following Project changes require the City to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be Let
- b. Project length
- c. Project location
- d. Project scope

Items b, c, and d require an attached map to scale.

It is further mutually agreed during Construction, the City shall notify the Secretary of any changes in the plans and specifications.

6. **Civil Rights Act.** The **Civil Rights Attachment, Rev. 01.24.2023** pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

7. **Contractual Provisions.** The Provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached, are incorporated into, and made a part of this Agreement.

8. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

9. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement are binding upon the Secretary and the City and their successors in office.

10. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

11. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability**. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature pages immediately follow this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF LEAVENWORTH, KANSAS

CITY CLERK

(Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

- Civil Rights Attachment (Rev. 01/24/2023)
- Contractual Provisions Attachment (Form DA-146a)

*Note – If left unchecked, then inapplicable.

**KANSAS DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS ACT ATTACHMENT**

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

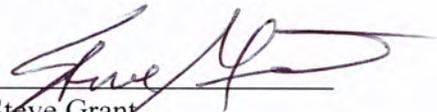
1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

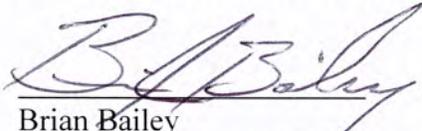
comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

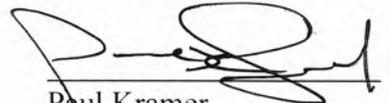
POLICY REPORT NO. P&R 01-24
Parks & Recreation Department
Buffalo Bill Cody Park Sports Court Replacement Project
February 13, 2024

PREPARED BY:


Steve Grant
Parks and Recreation Director


Brian Bailey
Parks and Recreation Deputy Director

REVIEWED BY:


Paul Kramer
City Manager

ISSUE:

Review bid proposals received for the replacement of the sports courts at Buffalo Bill Cody Park.

BACKGROUND:

In 2023, the City Commission approved money in the 2024 Capital Improvement Program for the renovation and reconstruction of the sports court area at Buffalo Bill Cody Park. At the September 12, 2023 meeting, the City Commission approved the proposal from VSR Design for design, plan development, specification development, and project administration for the project. On October 26, 2023 city staff, along with the VSR Design team, held two open house public meetings at the Riverfront Community Center to garner input from the public for the project. Both meetings were well attended with extensive input from the public regarding types of preferred recreation activities as well as best utilization of space.

Utilizing input from the open house meetings, as well as limitations of the park site and the professional experience of the VSR Design team, a layout and bid package of new sports courts to be constructed was developed. To combat the uncertainty of the bidding landscape, construction alternates were requested that would allow for project completion should the proposals greatly exceed the budgeted dollars. Specifically, the greatest reduction in cost would come with the courts being entirely constructed using asphalt pavement. The base bid proposal request calls for post-tension concrete. This product is concrete poured to special specification. The concrete slab also contains steel cabling systems that after installation, tension is applied from side to side throughout the concrete slab to provide additional support against expansion, soil movement and contraction of the slab. Utilizing post-tension concrete as the base for the courts dramatically extends the life of the courts along with dramatically reducing cracking and separation from occurring in the court playing surface.

The request for bid proposals was publicized locally on Wednesday, January 17, 2024 as well as posted at Drexel Technologies, Inc. plan room. Bid proposals were opened on Tuesday, February 6, 2024 at 3:00 pm.

Bid proposals were received as follows:

Bidder	Address (City/State)	Base Bid	Bid Amount Using Asphalt Only
MultiSports LLC	Wichita, KS	\$1,007,364.81	No Bid
Hartline Construction LLC	Kansas City, MO	\$1,463,380.00	\$1,394,045.00
BKM Construction LLC	Leavenworth, KS	\$1,102,856.00	\$871,248.00
Sands Construction LLC	Leavenworth, KS	\$724,000.00	\$626,300.00
Precision Construction and Contracting LLC	Lee's Summit, MO	\$1,494,831.00	No Bid
McConnell & Associates	North Kansas City, MO	\$795,878.00	\$714,494.00

RECOMMENDATION:

The base bid included the post-tension concrete. Although the alternative gets us closer to the project balance, staff is recommending going with the base bid without the asphalt reduction. Therefore, staff recommends the base bid from Sands Construction LLC, utilizing \$11,000 deduction with alternates numbers three and five, for a total bid proposal cost not to exceed \$713,000.

BUDGET IMPACT:

There is \$667,081.60 allocated in the 2024 CIP for construction of this project. There are sufficient funds in the 2024 CIP reserves to cover the remaining \$45,918.40.

ATTACHMENTS:

Sands Construction LLC Bid Proposal.

BID PROPOSAL

(Must either be typewritten or in ink; all others will be rejected)

CODY PARK SPORTS COURT RENOVATION Project No. 2024-CODYRENO

Acknowledgment of Addenda Nos. 1, through 2.

Base Bid - Lump Sum Price – includes all insurance and bond costs, equipment, materials, appurtenances, and labor for the installation of the items as identified in the “Project Scope”.

Lump Sum Price: \$ \$724,000.00

Sands Construction LLC **HEREBY** agrees that the City of Leavenworth has a right to reject any and all bids or parts thereof. The undersigned bidder herewith deposits with the City Clerk the sum of 5% Bid Bond Dollars (Certified check, cashier's check or acceptable bid bond) and makes this bid on the condition and agreement that if said bidder shall fail to enter into a contract to do said work and file good and sufficient bonds as required by law on account of the work awarded to said bidder with the City Clerk within ten (10) working days after said work shall have been awarded to said bidder, that said deposit shall therefore be forfeited to the City of Leavenworth as and for liquidated damages by reason of such failure and that said award may be rescinded and contract awarded to the next lowest responsive bidder.

Completion date to be **180 calendar days** after the City Engineer or a duly authorized representative has given “Notice to Proceed” or liquidated damages shall be in accordance with Table 1 in Section 58 of the General Conditions of this document for each calendar day until project completion.

ALTERNATES:

1. Construction of Pickleball Court with concrete perimeter curb and asphalt paving:

Lump Sum Add or (Deduct) price of: Deduct

Dollars (\$ \$(80,000.00)).

2. Construction of Basketball Court with concrete perimeter curb and asphalt paving:

Lump Sum Add or (Deduct) price of: Deduct

Dollars (\$ \$(17,700.00)).

3. Reduce Light Level on courts to 30 FC average:

Lump Sum Add or (Deduct) price of: Deduct

Dollars (\$ \$(9,000.00)).

4. Additional 10 year warranty on sports lighting system (base bid is 10 years):

Lump Sum Add or (Deduct) price of: _____
Dollars (\$ \$0.00 _____).

5. Voluntary Alternate _____

Description: Use 15" "T" and 90 Deg. Elbow in Lieu Of NP Basins.

Lump Sum Add or (Deduct) price of: Deduct
Dollars (\$ Credit \$(2,000.00) _____).

6. Voluntary Alternate _____

Description: Install 650LF Fence and signage to allow Softball feild Access and
Parking.

Lump Sum Add or (Deduct) price of: Add
Dollars (\$ \$4,015.00 _____).

7. Voluntary Alternate _____

Description: _____

Lump Sum Add or (Deduct) price of: _____
Dollars (\$ _____).

8. Voluntary Alternate _____

Description: _____

Lump Sum Add or (Deduct) price of: _____
Dollars (\$ _____).

Bid alternates must be inclusive of all materials and labor required for implementation. These may be individually approved or rejected by the owner.

UNIT PRICES:

1. Square Yard (SY) price to repair drive lane asphalt. Contractor to assume 100 SY in Base Bid. Price to include removal and disposal of existing paving and replacement with Heavy Traffic paving as defined in the geo-tech report. Contractor shall limit working area to north side of island and extend to +/- handicap stalls. (damage by contractor in balance of parking lot will be replaced at no additional cost to the Owner):

Square Yard price of: _____

Dollars (\$ \$64.00 _____).

2. Square Foot (SF) price to remove and replace concrete sidewalk in excess of sidewalk indicated in documents. Price to include removal and disposal of existing paving and replacement with Light Traffic Concrete paving as defined in the geo-tech report:

Square Foot price of: _____

Dollars (\$ \$8.00 _____).

Unit Prices must be inclusive of all materials and labor required for implementation. These may be individually approved or rejected by the owner.

Bidder: <u>Sands Construction LLC</u>
FEIN: <u>46-5225062</u>
Address: <u>1284 Eisenhower Rd. Leavenworth, Ks. 66048</u>
By: <u><i>Steve Sands</i></u> Title: <u>Owner</u>
Telephone No: <u>(913) 306-4015</u> Fax No: _____
Email Address: <u>Steve@sandsconstln.com / Bev@SandsConstln.com</u>

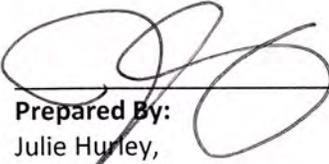


**POLICY REPORT
FIRST CONSIDERATION ORDINANCE
AMEND CHAPTER 28 OF THE CITY CODE
NUISANCES**

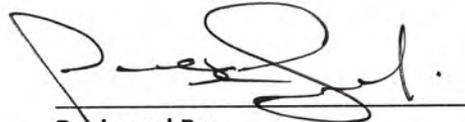
FEBRUARY 13, 2024

SUBJECT:

Place on first consideration an ordinance amending Chapter 28 of the City Code, Nuisances



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



Reviewed By:
Paul Kramer,
City Manager

BACKGROUND

City Attorney David Waters has reviewed and prepared updated documents regarding section of City Ordinance related to Nuisances. The revisions are intended to bring the City Ordinance into compliance with Kansas Statute, and primarily refine internal staff procedures.

ACTION:

Consensus to place the ordinance on first consideration.

(Summary Published in the Leavenworth Times _____)

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING CHAPTER 28 (NUISANCES), ADDING NEW AND SUBSTITUTE PROVISIONS THERETO, AND REPEALING THE PREVIOUS CHAPTER AND SECTIONS SO AMENDED.

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

Section 1. Chapter 28 of the Leavenworth Code of Ordinances is hereby deleted in its entirety and amended to read as follows:

CHAPTER 28. NUISANCES¹

ARTICLE I. IN GENERAL

Sec. 28-1. Nuisances; legislative findings.

- (a) The purpose of this article is to provide reasonable controls restricting and prohibiting the allowance of nuisances to exist on property within the city; to declare that certain conditions which are unsightly, are a menace and dangerous to the health of the inhabitants of the city, or are offensive to the general public health, safety and welfare of the community constitute public nuisances; to provide a method of enforcement of this article; to provide procedures to notify property owners or those in control of real property, notification and an opportunity to be heard concerning violations of this chapter; to provide administrative procedures to allow the city to direct the abatement of violations; to provide a method of assessment or collection of costs for abatement by the city; to declare that the existence of such violations are unlawful; and to provide penalties for enforcement through the municipal court system.

- (b) The governing body of the city hereby finds that the allowances of nuisances, as defined herein, on private property or adjacent rights-of-way or easements, are public nuisances, a menace and dangerous to the health of the inhabitants of the city, and of the residential or commercial areas of the city, and are offensive to the general public health, safety, and welfare of the community. Such nuisances promote conditions which may cause disease; pollution; proliferation or rats, vermin, mosquitoes, and snakes; the spread of fire; a harmful environment for transients and the community as a result of transient use; harmful attractions for children; creates long

¹ State law reference(s)—K.S.A. 12-1617e (Abatement of nuisances; notice; assessment and collection of costs; procedure; disposition of motor vehicles); K.S.A. 12-1617f (Weeds; removal or destruction; assessment and collection of costs; notice; procedure); K.S.A. 12-1617g (Ordinances on nuisances).

and short-term impacts on the area including the diminution of property values and the integrity of the neighborhood; and interferes with the orderly development of property in the city.

Sec. 28-2. Definitions.

- (a) As used in this chapter, the following terms shall have the following meanings. Certain terms used herein but not defined herein shall have such meanings as set forth in the International Building Code or the International Property Maintenance Code, as adopted by the city, which definitions are incorporated herein by this reference.
- (b) *Nuisance* – means any person doing an unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either: injures or endangers the comfort, repose, health or safety of others; offends decency; is offensive to the senses; unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage; in any way renders other persons insecure in life or the use of property; or essentially interferes with the comfortable enjoyment of life and property or tends to depreciate the value of the property of others. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions is declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:
 - (1) Weeds when such growth reaches twelve (12) inches in height, noxious weeds, and rank vegetation (as may be further defined in Article V below);
 - (2) Accumulation of garbage, rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things which create an unsightly appearance;
 - (3) Any condition which provides harborage for rats, mice, snakes and other vermin;
 - (4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation or kept in such an insanitary condition that it is a menace to the health of people residing in the vicinity thereof or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;
 - (5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises; any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others, within the city;

- (6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;
- (7) The carcasses of animals or fowl not disposed of within a reasonable time after death;
- (8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery, industrial wastes or other substances;
- (9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;
- (10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;
- (11) Dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities; or
- (12) The parking, storing, leaving, or permitting the parking, storing or leaving, of any vehicle, machinery, appliances, implements or equipment, including abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers, lumber, junk, trash or other debris, which is in a wrecked, junked, partially dismantled, inoperative, unsafe or abandoned condition on private property in the city, so located upon the premises as to be visible from any public place or any surrounding private property, unless it is in connection with a business enterprise properly operated in the appropriate business zone pursuant to the zoning laws and other ordinances of the city; or
- (13) Any nuisance condition identified under the International Property Maintenance Code, as adopted by the city.

Sec. 28-3. Nuisances unlawful; responsibility to abate.

It shall be unlawful for any property owner, owner's agent, or tenant of real property to allow or maintain a nuisance on any lot or parcel of ground within the city, including any areas between the property lines of said property and the center line of any adjacent street or alley including sidewalks, streets, alleys, easements, and rights-of-way. The property owner, owner's agent, or tenant shall be responsible for the removal or abatement of any nuisance. The City shall have the power to cause the removal of, or to remove or abate, any nuisance as provided in this chapter and under Kansas statute.

Sec. 28-4. Designation of officer.

In addition to those persons identified as the "code official" under the International Property Maintenance Code, as adopted by the city, the director of planning and community development, the building official, building inspector, code enforcement officer, or other designated city official tasked with enforcing property maintenance laws in the city are designated as the enforcing officer(s) charged with the administration of the provisions of this chapter. The city commission authorizes the enforcing officer, or his or her designee, to serve as the city commission's designated representatives for purposes of hearings as described in this section.

Sec. 28-5. Notice of abatement; commencement of proceedings.

If it is determined that a nuisance exists, then the enforcing officer, or his or her designated agent, shall file a written report describing the situation, its location, and the circumstances supporting the determination that the matter is a nuisance. The enforcing officer, on behalf of the city commission, may:

- (1) Issue an order of abatement without the commencement of city abatement procedures, in an attempt to obtain voluntary compliance. In such cases, the order of abatement shall be served on the property owner, owner's agent, or tenant by such means as may be reasonably calculated by the enforcing officer to obtain compliance, including but not limited to mailing, personal service, door hangers, conspicuously posting notice of such order on the property, personal notification, or telephone communication.
- (2) Commence city abatement procedures as provided in section 28-6 below by issuing an order of abatement directing the property owner or owner's agent, and any tenant, to remove and abate the nuisance within a time, not exceeding ten (10) days, to be specified in the order of abatement; and/or
- (3) Commence or cause to be commenced proceedings in the municipal court in accordance with this chapter, with notice and service to be provided as may be required under applicable law, including but not limited to section 28-157 of this code.

Sec. 28-6. Notice of abatement to commence city abatement process.

- (a) If the city should determine to proceed with possible removal or abatement of a nuisance itself, as described in section 28-5(2) above, then the order of abatement shall state:
 - (1) A common or legal description of the property, or both;
 - (2) That the property is in violation of this article;
 - (3) The nature of the nuisance, including relevant ordinances or statutes, with sufficient information to reasonably enable the recipient to determine the nature of the violation to allow for self-abatement;

- (4) That the recipient must remove and abate the nuisance within a time, not exceeding ten (10) days, to be specified in the order;
 - (5) That the recipient, upon written request, may obtain a hearing before the city commission or its designated representative, provided that such request is received by the city clerk within the period of time established for abatement of the nuisance;
 - (6) That failure to comply with the order shall result in the city's right to remove and abate the nuisance with assessment of the city's costs being made against the property and the recipient;
 - (7) That failure to pay such assessment within thirty (30) days after the city's notice of costs of such removal and abatement may result in the filing of a tax lien against the property, or the filing for a personal judgment against the recipient, or both; and
 - (8) That such violations are subject to prosecution, and that such prosecution shall be independent of the order of any enforcement of the order.
- (b) The order of abatement shall be served on the property owner or owner's agent, or tenant by certified mail, return receipt requested, or by personal service; provided, any order served on a tenant shall also be served on the owner or owner's agent. If the property is unoccupied and the owner is a nonresident, then the order will be mailed by certified mail, return receipt requested, to the owner's last known address. If during the preceding twenty-four (24) month period the owner, owner's agent or tenant has failed to accept delivery or to otherwise effectuate receipt of a notice or order sent pursuant to this section, in addition to the methods of service described above, the enforcing officer, on behalf of the city commission, may serve on such person any further order by other methods, including but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail; provided, if the property is unoccupied and the owner is a nonresident, any alternative notice provided for in this paragraph shall be given by telephone communication or first class mail.
- (c) If a recipient of an order of abatement makes a written request for a hearing within the period of time established by the order, a hearing shall be scheduled before the city commission or its designated representative. At such hearing, all relevant parties, interest holders, and city officials shall be allowed to present evidence concerning the status of the property and the conditions creating the nuisance. Thereafter, the city commission or its designated representative may rescind, modify, or uphold the order of abatement. In making such a determination the city commission or its designated representative shall describe the relevant facts and specific statute or code provisions being relied upon and state any such other stipulations, methods of removal and abatement of orders as deemed necessary. If the order of abatement is either modified or upheld, the

property owner, owner's agent or tenant shall be given a reasonable time to remove and abate the nuisance, not to exceed ten (10) days.

- (d) Notwithstanding the foregoing, the enforcing officer and the city commission shall grant extensions of such ten-day time period if the owner or agent of the property demonstrates that due diligence is being exercised in abating the nuisance.

Sec. 28-7. Emergency abatement by city.

- (a) When, in the opinion of the enforcing officer there is actual and immediate danger to the public or occupants of a particular premises caused by a nuisance on such premises, the enforcing officer is authorized and empowered, without any notice or hearing, to order and require such premises to be vacated. The enforcing officer shall immediately post the premises, warning of the dangerous condition, and shall then abate such nuisance.
- (b) Notwithstanding the foregoing, nothing in this chapter shall preclude the city from proceeding as to unsafe or dangerous structures as provided in Article XI (Unsafe or Dangerous Properties; Abandoned Property) of Chapter 10 (Buildings and Construction) of the Leavenworth Code of Ordinances.

Sec. 28-8. Abatement of nuisance by city; notice of costs; assessment and collection.

- (a) If the recipient of the notice of abatement under section 28-6 above fails to comply with the order of abatement or, if appropriate, with any order after a hearing on the matter, the city shall have the right to go onto the property to remove and abate the nuisance in a reasonable manner, or as otherwise permitted under applicable law. It shall be unlawful for any person to interfere with or attempt to prevent the city or its agents from such action. The city and its agents shall not be responsible for damage to any real or personal property due to reasonable methods of gaining entrance onto the property or for damages to any real or personal property in the reasonable exercise of the removal and abatement of the nuisance. The city may use its own employees or contract for services to remove and abate the nuisance.
- (b) If the city removes and abates the nuisance, the city shall give a notice of costs to the property owner or owner's agent, or tenant, by certified mail, return receipt requested, stating the costs of such removal and abatement incurred by the city; provided, any notice served on a tenant shall also be served on the owner or owner's agent. The costs shall include the city's cost of providing the notice, including any postage, and administrative costs to the extent permitted under applicable law and as set forth in the city fee schedule. The recipient shall have thirty (30) days from the date of receipt of such notice to make full payment. The notice of costs shall state:
 - (1) The common or legal description of the property, or both;

- (2) The nature of the nuisance, including relevant ordinances;
 - (3) The nature of the work performed to remove and abate the nuisance;
 - (4) The costs incurred for the abatement of the nuisance in either a lump sum or in an itemized form (including the cost of the notice);
 - (5) That payment is due and payable within thirty (30) days of receipt of the notice;
 - (6) That payment should be made payable to the City of Leavenworth, Kansas, by check or money order with no post-dating of the check, and submitted to the city clerk with a written indication of the purpose of the payment and the address of the property where the nuisance occurred;
 - (7) That failure to pay the entire amount within the thirty (30)-day period shall allow the city to file a lien against the property or to pursue litigation for recovery of the costs, or both; and
 - (8) That such additional remedies to recover costs shall include additional amounts, including interest, court costs, attorney fees and administrative costs.
- (c) If the costs are not paid within the 30-day period, the costs shall be collected in a manner provided by K.S.A. 12-1,115 as amended, or shall be assessed as a special assessment against the property. The city clerk at the time of certifying other city taxes, shall certify the unpaid portion of the costs, and the county clerk shall extend the same on the tax roll of the county against the property, and it shall be collected by the county treasurer and paid to the city as other city taxes are collected and paid. The city may pursue collection both by levying a special assessment, and in the manner provided by K.S.A. 12-1,115 as amended, but only until the full costs, including applicable interest, court costs, attorney's fees, and administrative costs have been paid in full.

Sec. 28-9. Right of entry; unlawful interference.

Any authorized officer or agent of the city, pursuant to this chapter, shall be allowed to enter onto any land within the city limits to investigate violations of this chapter or for the abatement of violations pursuant to this chapter. It shall be unlawful for any person to interfere with a public officer or agent of the city in performing his or her duties pursuant to this chapter whether investigating or abating violations. Any person who interferes with an officer or agent of the city pursuant to this chapter shall be punished as provided in this chapter.

Secs. 28-10—28-28. Reserved.

ARTICLE II. ADDITIONAL PROVISIONS REGARDING JUNK ON PRIVATE PROPERTY AND VEHICLES

Sec. 28-29. Abatement of junk on private property; redemption by owner; sale.

In the process of abating any nuisance consisting of any vehicle, machinery, appliances, implements or equipment, including abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers, lumber, junk, trash or other debris, which is in a wrecked, junked, partially dismantled, inoperative, unsafe or abandoned condition, the city shall dispose of the property or contract with a third party for removal of the property. The owner shall be notified of the contact information for any such third-party contractor. Claiming of the property shall be governed by state law.

Sec. 28-30. Motor vehicles.²

The city may remove and abate from property other than public property or property open to use by the public a motor vehicle determined to be a nuisance. Notwithstanding other provisions of this article, disposition of such vehicle shall be in compliance with the procedures set forth in K.S.A. 12-1617e(e), K.S.A. 8-1102, and K.S.A. 8-1103, and amendments thereto. Reference is hereby further made to the International Property Maintenance Code (IPMC), as adopted by the city, which may contain additional provisions regarding motor vehicles.

Secs. 28-31—28-56. Reserved.

ARTICLE III. ADDITIONAL PROVISIONS REGARDING EXCESSIVE NOISE

Sec. 28-57. Horns, warning devices.

The sounding of any horn or other warning device on any automobile, motorcycle or other vehicle on any street or public place of the city, except as a danger warning, the creating by means of any such warning device of any unreasonably loud or harsh sound, the sounding of any such device for an unnecessary and unreasonable period of time, and the use of such warning device when traffic for any reason is held up, shall be deemed a violation of this chapter.

Sec. 28-58. Radios, phonographs, etc.

- (a) Using, operating or permitting to be played, used or operated any radio receiving set, television set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing for the persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto, shall be deemed a violation of this chapter.

² State law reference(s)—K.S.A. 12-1671e(e) (Disposition of motor vehicles).

- (b) The operation of any such set, instrument, phonograph, machine, or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of fifty (50) feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this chapter.

Sec. 28-59. Loudspeakers, sound amplifiers.

It is unlawful for any person to play, use or operate on the streets, alleys or public grounds of the city any instrument known as a loudspeaker or sound amplifier without first procuring a permit therefor from the city. Such permit shall be granted or refused at the discretion of the city. The fee for permits under this section shall be as provided in the city fee schedule.

Sec. 28-60. Defect in vehicle or load.

The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise shall be deemed a violation of this chapter.

Sec. 28-61. Heavy equipment.

The operation between the hours of 10:00 p.m. and 7:00 a.m. of any piledriver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise, shall be deemed a violation of this chapter.

Sec. 28-62. Blowers and engines.

The operation of any noise-creating blower or power fan or any internal-combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise, shall be deemed a violation of this chapter.

Sec. 28-63. Screeching of tires.

The operation of any motor vehicle in such a way as to cause the tires thereof to screech, except where the same is necessarily caused in an emergency in an attempt by the operator to avoid an accident or the causing of damage or injury, shall be deemed a violation of this chapter.

Sec. 28-64. Power mowers; construction and demolition.

It is unlawful for any person to operate a motor-driven or power-operated lawnmower, or to engage in any construction or demolition work within the city between the hours of 10:00 p.m. and 6:00 a.m. the following day; provided, however, that in the event of an emergency, a permit may be issued exempting any person from this section for any period of time specified on the face of the permit. The permit may be issued free of charge by the police department. This

section shall not apply to emergencies of any governmental subdivision or any public utility.

Secs. 28-65—28-90. Reserved.

ARTICLE IV. ADDITIONAL PROVISIONS REGARDING TREE DISEASES³

Sec. 28-91. Declaration of nuisance.

The following are declared to be public nuisances that no person shall permit to remain on any premises owned or controlled by such person within the city:

- (1) Any living or standing elm tree or part thereof infected with the Dutch elm disease fungus *Ceratocystis ulmi* (Buisman) Moreau which harbors any of the elm bark beetles, *Scolytus multistriatus* (Eichh.) or *Hylurgopinus rufipes* (Marsh.).
- (2) Any dead elm tree or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been removed and burned or sprayed with an effective elm bark beetle destroying insecticide.

Sec. 28-92. Inspections; right of entry.

- (a) The parks and recreation director shall inspect or cause to be inspected all premises and places within the city at least twice each year to determine whether a violation of this article exists thereon, and shall also inspect or cause to be inspected any elm tree reported or suspected to be infected with the Dutch elm disease fungus or any elm bark-bearing material reported or suspected to be infested with the elm bark beetle.
- (b) The parks and recreation director shall have the authority to enter upon private premises at all reasonable times for the purpose of carrying out any of the provisions of this article.

Sec. 28-93. Abatement.

- (a) Whenever the parks and recreation director shall find with reasonable certainty on examination or inspection that any public nuisance as described in this article exists within the city, the director shall cause it to be sprayed, removed, burned, or otherwise abated in such manner as to destroy or prevent as fully as possible the spread of Dutch elm disease fungus or the insect pests or vectors known to carry such disease.
- (b) Before abating any such nuisance on private premises or in any terrace strip between the lot line and the curb, the parks and recreation director shall pursue abatement by the owner in the following manner:

³ State law reference(s)—Diseased trees, K.S.A. 12-3204.

- (1) If the director shall determine that danger to other elm trees from the nuisance is not imminent because of elm dormancy, he shall make a written report of his findings to the city commission which shall proceed as provided in K.S.A. 12-3201 et seq.
 - (2) If a competent city authority, or competent state or federal authority when requested by the city commission, files with the city commission a statement in writing based upon a laboratory test or other supporting evidence that trees or tree materials or shrubs located upon private property within the city are infected or infested with or harbor any tree or plant disease or insect pest or larvae, the uncontrolled presence of which may constitute a hazard to or result in the damage or destruction of other trees or shrubs in the community, describing the same and where located, the city commission shall direct the city clerk to issue notice requiring the owner or agent of the owner of the premises to treat or remove any such designated tree, tree material or shrub within a time specified in such notice.
 - (3) The notice shall be served by the police chief or other police officer by delivering a copy thereof to the owner or agent of such property or, if the property is unoccupied and the owner is a nonresident, then the city clerk shall notify the owner by mailing a notice to the owner's last-known address.
 - (4) If the owner or agent shall fail to comply with the requirements of the notice within the time specified in the notice, then the director shall proceed to have the designated tree, tree material or shrub treated or removed and report the cost thereof to the city clerk, and the cost of such treatment or removal shall be paid by the owner of the property or shall be assessed and charged against the lot or parcel of ground on which the tree, tree material or shrub was located.
 - (5) The city clerk shall at the time of specifying other city taxes to the county clerk certify the unpaid costs of such treatment or removal and the county clerk shall extend the same on the tax roll of the county against the lot or parcel of ground.
- (c) No damage shall be awarded to the owner for the destruction of any elm tree, elm wood or elm material or any part thereof pursuant to this section.

Sec. 28-94. Spraying of elm trees.

If it is determined that Dutch elm disease fungus is present within the city, the parks and recreation director may cause to be sprayed all trees located on the city right-of-way with a recognized effective elm bark beetle concentrate or may authorize use of a systemic insecticide, provided that spraying shall be done between November 15 and May 1. Before causing the spraying of any elm tree on private property, the director shall notify the owner in the manner provided in section 28-93.

Sec. 28-95. Storing and transporting elm wood prohibited; exception.

No person shall store or harbor within the city any bark-bearing elm wood and may transport such wood only for disposal.

Sec. 28-96. Interference with director prohibited.

No person shall prevent, delay or interfere with the parks and recreation director or any agents or city employees while they are engaged in the performance of duties imposed by this article.

Secs. 28-97—28-120. Reserved.

ARTICLE V. ADDITIONAL OR ALTERNATIVE PROVISIONS REGARDING WEEDS AND OTHER VEGETATION⁴

Sec. 28-121. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Weeds – means all grasses, annual plants, and vegetation, other than trees or shrubs; provided, however, this term shall not include cultivated flowers and gardens; and this term shall further mean and include any of the following:

- (1) Brush and woody vines shall be classified as weeds;
- (2) Weeds and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;
- (3) Weeds which bear or may bear seeds of a downy or wingy nature;
- (4) Weeds which are located in an area which harbors rats, insects, animals, reptiles, or any other creature which either may or does constitute a menace to health, public safety or welfare;
- (5) Weeds and indigenous grasses on or about residential property which, because of its height, has a blighting influence on the neighborhood. Any such weeds and indigenous grasses shall be presumed to be blighting if they exceed twelve (12) inches in height; or
- (6) As otherwise described in the International Property Maintenance Code, as adopted by the city.

⁴ State law reference(s)— K.S.A. 12-1617f (Weeds, removal or destruction; assessment and collection of costs; notice; procedure); K.S.A. 2-1314 *et seq.* (Declaring plants as noxious weeds; control and eradication).

Sec. 28-122. Abatement of nuisance weeds.

- (a) As an alternative to the general nuisance provisions of this chapter, K.S.A. 12-1617f, as amended, provides that the city commission may provide for and require, and the city commission hereby does provide for and require, the cutting or destruction of all weeds on lots or pieces of land within the city as provided in this section. Reference is hereby further made to the International Property Maintenance Code (IPMC), as adopted by the city, which may contain additional provisions regarding weeds and plants. Pursuant to K.S.A. 12-1617f, the city hereby incorporates by reference the provisions of this article and the International Property Maintenance Code, as adopted by the city, as its nuisance and weed removal policy.
- (b) Except as provided by subsection (c) below, the city clerk shall issue a notice to the owner, occupant or agent by certified mail, return receipt requested, or by personal service to cut or destroy such weeds. If the property is unoccupied and the owner is a nonresident, such notice shall be sent by certified mail, return receipt requested, to the last known address of the owner. The notice shall state that before the expiration of the waiting period provided herein the recipient thereof may request a hearing before the city commission or its designated representative. If the occupant, owner or agent fails to request a hearing or refuses to cut or remove such weeds, after five (5) days' notice by the city clerk, or in cases where the owner is unknown or is a nonresident, and there is no resident agent, ten (10) days after notice has been published by the city clerk in the official city paper, the city shall cut or destroy such weeds and shall keep an account of the cost of same and report to the city clerk. Except as provided by subsection (c) below, the city shall give notice to the owner, occupant or agent by certified mail, return receipt requested, of the total cost of such cutting or removal incurred by the city. The city also may recover the cost of providing notice, including postage, required by this section. Such notice also shall state that payment of such cost is due and payable within thirty (30) days following receipt of such notice. If the cost of such removal or abatement is not paid within the thirty-day period, the city may levy a special assessment for such cost against the lot or piece of land in the same manner as provided in section 28-6 above and K.S.A. 12-1671e, and amendments thereto, or the city may collect the cost in the manner provided by K.S.A. 12-1,115, and amendments thereto. The city may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, and amendments thereto, but only until the full cost and any applicable interest has been paid in full.
- (c) In lieu of giving notice as provided by subsection (b) above, the city may give notice as provided by this subsection. The building official or other enforcing officer shall issue a notice of violation and order the owner, occupant, or agent of any property in the city upon which weeds exist in violation of this article; provided, however, that if a notice and order regarding weeds was previously served upon the owner, occupant, or agent of the property for a violation of the city's weed control regulations, the city may provide a one-time yearly written notification by mail or personal service to the owner, occupant or agent of such policy and

regulations. Such notice shall include the same information required by subsection (b) above. In addition, such notice shall include a statement that no further notice shall be given prior to removal of weeds by the city. Notwithstanding the foregoing, if there is a change in the record owner of title to property subsequent to the giving of notice pursuant to this subsection, the city may not recover any costs or levy an assessment for the costs incurred by the cutting or destruction of weeds on such property unless the new record owner of title to such property is provided notice as required by this section.

Sec. 28-123. Noxious weeds.

As an alternative to the general nuisance provisions of this chapter, K.S.A. 12-1617f, as amended, and the International Property Maintenance Code, as adopted by the city, the control and eradication of noxious weeds shall be in compliance with K.S.A. 2-1314 *et seq.*

Secs. 28-124—28-152. Reserved.

ARTICLE VI. ADDITIONAL PROVISIONS REGARDING SMOKE⁵

Sec. 28-153. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Dense smoke – means smoke that contains soot or other substances in sufficient quantities to permit the deposit of such soot or other substances on any surface within the limits of the city.

Sec. 28-154. Prohibition.

Any person operating, carrying on or conducting any business, factory, occupation or establishment within the limits of the city, burning or using soft coal or other fuel from which dense smoke is emitted or discharged through any flue, chimney, smokestack or other structure or appliance so as to be offensive to the residents or inhabitants of the city, shall equip the same with some device or apparatus which successfully consumes the smoke so the smoke is not discharged or emitted, and it is unlawful for any person to so operate, carry on or conduct the same within the limits of the city without so equipping such flue, chimney, smokestack, structure or other appliance with such device or apparatus, provided that this section shall not be construed to compel the owner or occupant of any building or house used exclusively as a private residence to provide such device or apparatus when the chimney of such building or house used exclusively as a private residence shall extend as high as the top of the roof of the highest adjoining building; provided further, that in that section of the city zoned as heavy industrial, the emission of dense smoke for a period of fifteen (15) minutes in any one hour

⁵ State law reference(s)—Kansas Air Quality Act, K.S.A. 65-3001 *et seq.*

during which the firebox is being cleaned out or a new fire is being built therein is excepted from the provisions of this section.

Sec. 28-155. Declared public nuisance.

The emission or discharge of dense smoke into the open air within the corporate limits of the city so as to be offensive or noxious, or to annoy or produce inconvenience or damage to the surrounding property or the owners or occupants thereof, is declared to be a public nuisance.

Sec. 28-156. Enforcement.

- (a) It shall be the duty of the fire chief and the building inspector to enforce this article.
- (b) Upon receipt of a written complaint, the enforcement officer shall immediately make an inspection of the flue, chimney or smokestack complained of and, if it is determined to be emitting dense smoke in violation of this article, to issue a notice to the owner, lessee or operator thereof to discontinue the violation.

ARTICLE VII. MUNICIPAL COURT ENFORCEMENT

Sec. 28-157. Enforcement in municipal court; penalties

- (a) In addition to, or as an alternative to, any enforcement of this chapter as provided herein, or enforcement of any other portion of the Leavenworth Code of Ordinances that incorporates by reference the enforcement provisions of this chapter or any article herein, if an authorized public officer (including but not limited to the city prosecutor) determines that a violation of this chapter (or other portion of the code that incorporates by reference this chapter) exists, he or she may issue or cause to be issued a notice to appear and complaint in municipal court for such violation. No other procedures are required as a prerequisite to the issuance of a notice to appear or complaint. The imposition of any removal and abatement action described in this chapter shall not preclude any appropriate prosecution or penalties. Likewise, the imposition of any prosecution or penalties shall not preclude any appropriate action described in this chapter or otherwise provided by applicable law to remove or abate a nuisance, an unsafe or dangerous structure, abandoned property, or to collect removal and abatement costs.
- (b) Any person who violates this chapter shall be punished as provided in section 1-10 of the Leavenworth Code of Ordinances, as amended. Each day the violation continues after notice from the enforcing officer to cease violation shall be deemed a separate and distinct offense and punishable as such, including but not limited to imposition of daily fines. The municipal court shall further have the power to issue an order of abatement.

Section 2. Chapter 28 of the Leavenworth Code of Ordinances, including Sections 28-1 through 28-156, inclusive, in existence as of and prior to the adoption of this ordinance, are hereby repealed.

Section 3. This ordinance shall take effect and be in force from and after its publication in the official city newspaper as provided by law.

PASSED and APPROVED by the Governing Body on the _____ day of _____, 2024.

Griff Martin, Mayor

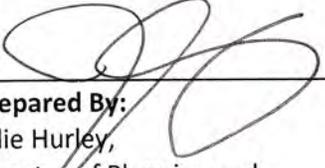
{SEAL}

ATTEST:

Sarah Bodensteiner, CMC, City Clerk

STAFF REPORT
Transportation Update

FEBRUARY 13, 2024



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



Reviewed By:
Paul Kramer,
City Manager

DISCUSSION:

In January, 2018, a Transportation Study was completed in partnership with the Mid-America Regional Council (MARC), Kansas City Area Transportation Authority (KCATA), the City of Leavenworth and Leavenworth County. As part of that study, the primary transit alternative suggested for development in Leavenworth was a demand-response service. After the completion of the Transportation Study, the Leavenworth City Commission made a commitment to its implementation through annual goal setting and an annual commitment of funding.

In December, 2022, a Temporary Transit Committee was convened, comprised of representatives from local service agencies and members of the public. The Committee worked to identify specific transportation needs of the public, as well as the logistical means of how to best meet those needs.

In partnership with The Guidance Center (TGC) and KCATA, the RideLV transportation system launched for service in April, 2023. Funding for capital and operating costs is provided through KDOT grants, administered by TGC staff, as well as matching funds from the City of Leavenworth. The transportation fleet consists of 3 vans, with all operations being managed by TGC.

This update will provide further information on the successes in the first year of operations for RideLV, as well as potential areas for improvement and growth for this popular and well-received service.



From Limited Mobility to On Demand: How City of Leavenworth Launched RideLV

Located within the Kansas City metropolitan area, City of Leavenworth identified the critical need to improve community infrastructure to provide residents with increased mobility. With no existing public transit system, Leavenworth residents relied on personal vehicles or inefficient modes of transportation to access essential destinations and employment opportunities located both within and outside the city.

Through an extensive process that included area studies, needs assessments, stakeholder committee meetings, and public engagement activities, the city determined that on-demand transit would be the most equitable and accessible mobility option—for residents with limited income, people with disabilities, and seniors in particular. With their Transit Plan in place, City of Leavenworth’s next step was to find the proper resources to deliver an efficient on-demand transit service.

Finding a Community Partner

Without an existing public transit system or experience implementing service, City of Leavenworth reached out to an unconventional partner, The Guidance Center. A local behavioral health clinic, the center has provided transportation services for their clients for over 30 years, working with the Kansas Department of Transportation and the state’s public transit systems.

When approached by City of Leavenworth, The Guidance Center recognized the partnership as an opportunity to provide additional service where residents, whether they receive behavioral health services or not, have access to local transportation.



Finding Funding

Under budget constraints, City of Leavenworth used a series of state grants and local resources to fund the RideLV service:

Kansas Department of Transportation’s Multimodal Transportation Bureau, Section 5311: Formula Grants for Rural Areas

- ▶ Operations: **\$266,655**
- ▶ Vehicles: **\$219,545**

Required matching local funding provided by City of Leavenworth from the economic development portion of the Countrywide Sales Tax.

- ▶ Over three years: **\$81,996**



Finding the Right On-Demand Transit Platform

When it came time to choose a technology partner, City of Leavenworth looked to the neighboring Kansas City Area Transportation Authority (KCATA). The agency was operating an existing on-demand transit service using RideCo's industry-leading platform under the IRIS name and white-labelled Passenger App.

Given the successful and trusted partnership with KCATA, City of Leavenworth decided to partner with RideCo and launch RideLV through the IRIS Passenger App. Although the service has different requirements than the existing IRIS program, RideCo's dynamic platform has the capabilities to provide City of Leavenworth with a right-sized on-demand transit solution that meets the community's mobility needs.

Providing Equitable and Accessible Mobility with RideLV

Finding and utilizing the proper resources has enabled City of Leavenworth to implement a city-wide on-demand transit service that provides residents with much-needed access to essential destinations such as shopping and medical centers, schools, and employment sites.

All Leavenworth residents are eligible to use the service for a flat \$2.00 fare and can book their trips on-demand or in advance using the IRIS Passenger App, web booking portal, or through the call center. In addition to providing convenient booking options, RideLV's curb-to-curb model and wheelchair-accessible vehicles ensure that people with disabilities and senior residents have appropriate and safe access.

SERVICE ZONE STATS

24 sq. mi. ~37,000

▶ service area ▶ population

FLEET IMPLEMENTATION

3 vehicles

▶ Vehicle type: Ford Transit 350
▶ ADA compliant

Service Results

3.1

average passengers per vehicle hour

60+

average passengers per day

64%

average shared rides

87%

user conversion rate

8 min.

average wait time

4.9/5

average trip star rating



Leavenworth, Kansas

“Going from having no public transit to RideLV, City of Leavenworth has made huge strides by providing mobility that efficiently serves its residents. Public transit has a central role in Leavenworth’s anticipated growth, and the partnership between The Guidance Center and RideCo has provided a foundation to build a more robust and integrated network in the future.”

— Julie Hurley, Director of Planning and Community Development, City of Leavenworth



Learn how your community can implement on-demand transit by contacting letschat@rideco.com or visiting rideco.com.