

CITY OF LANSING

800 1st Terrace

Lansing, KS 66043

913-727-3233 Fax: 913-828-4579

www.lansing.ks.us

WORK SESSION AGENDA

March 26, 2015



Thursday

7:00 p.m.

Lansing City Hall

Call To Order:

- I. Dog Breed Restriction Review
- II. Donated Plaque Policy
- III. Purchasing Manual
- IV. Adjournment

TO: Michael W. Smith 
FROM: Sarah Bodensteiner, City Clerk 
DATE: March 20, 2015
SUBJECT: Work Session Summary

- I. Dog Breed Restriction Review**
 - Review of other Cities Vicious Dog Ordinance to see if changes to City of Lansing Ordinance should be made
 - II. Donated Plaque Policy**
 - Review of drafted Donated Plaque Policy and Application
 - III. Purchasing Manual**
 - Review of drafted Purchasing Manual
 - IV. Adjournment**
-

WORK SESSION SUMMARY

TO: Michael W. Smith *ms*
FROM: Steven L. Wayman, Chief of Police *sw*
DATE: March 16, 2015
SUBJECT: Review of the City Pit Bull Ordinance

Review of other cities vicious dog ordinance to see if the city desires to change their current ordinance against Pit Bull breed of K9's

WORKSHEET-NO. 1-11-11

Bonner Springs, KS

2-303. Dangerous Animals.

It shall be unlawful for the owner of any animal to keep or maintain such animal in the City so as to constitute a dangerous animal. A dangerous animal is any animal which has done any of the following:

- (1) Caused injury, other than killing or serious physical harm, to any person;
- (2) Killed another animal;
- (3) Been the subject of a second or subsequent violation of Section 2-302(a)(1) or (4).
 - (a) 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 upon premises occupied by the owner or keeper of the animal, or was teasing, tormenting, abusing or assaulting the dog 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.
 - (b) Any dangerous animal which is in the custody of an Animal Control Officer and which in the judgment of the Chief of Police, or his or her designee, would constitute a menace to the health, safety or welfare of the public if released from custody, may be held pending a hearing on any charges or complaints filed in the Municipal Court to determine the disposition thereof.
 - (c) Any violation of this Section shall be punishable pursuant to the provisions of this Section, except that the minimum fine for violation of any provision of this Section shall be \$250. Upon conviction, the Court may order that the animal be humanely euthanized and direct the Chief of Police, or his or her designee, to insure that the order is enforced.
 - (d) Upon conviction of keeping a dangerous animal, the Municipal Court Judge may order restitution be paid to the victim of the violation of 2-303(1) or (2).
 - (e) Upon conviction of keeping a dangerous animal, and the animal returning to its owner, the animal shall be kept subject to the following standards:
 - (1) Leash and Muzzle. No person shall permit a dangerous animal to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four (4) feet in length. No person shall permit a dangerous animal to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate object such as trees, posts, buildings, etc. in addition, all dangerous animals on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such animal from biting persons or other animals.
 - (2) Confinement. All dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel or structure

must have secure sides and a secure top attached to the sides. All structures used to confine dangerous animals must be locked with a key or structure. Such structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two (2) feet. All structures erected to house dangerous animals must comply with all zoning and building regulations of the City. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.

(3) Confinement Indoors. No dangerous animal may be kept on a porch, patio or in a part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows or screen doors are the only obstacle preventing the animal from exiting the structure.

(4) Signs. All owners, keepers or harborers of dangerous animals within the City shall within 10 days of conviction, display in a prominent place on their premises a signs easily readable by the public using the words Beware of Dog or Beware of Dangerous Animal, whichever is applicable.

(5) Insurance. All owners, keepers or harborers of dangerous animals must within 10 days of conviction provide proof to the City Clerk of public liability insurance in a single incident amount of \$1,000,000 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. The insurance policy will provide that no cancellation or changes of the policy will be made unless 10 days written notice is first given to the City Clerk.

(6) Identification Photographs. All owners, keepers or harborers of dangerous animals must within 10 days of conviction provide to the City Clerk two (2) color photographs of the registered animal clearly showing the color and approximate size of the animal.

(7) Microchip. All owners, keepers or harborers of dangerous animals must within 10 days of conviction microchip the animal and provide microchip information to the City Clerk to register the animal as dangerous.

(8) Spaying/Neutering. All owners, keepers or harborers of dangerous animals must within 10 days of conviction spay or neuter the animal and provide proof of sterilization to the City Clerk.

(9) Sale or Transfer of Ownership Prohibited. Sale - No person shall sell, barter or in any other way dispose of a dangerous animal registered with the City to any person within the City unless the recipient person resides permanently in the same household and on the same premises as the registered owner of such animal; provided that the registered owner of a dangerous animal may sell or otherwise dispose of a registered dog or the offspring or such dog to persons who do not reside within the City.

(10) Failure to Comply. It shall be unlawful for the owner, keeper or harbinger of a dangerous animal to fail to comply with the keeping requirements and conditions set forth in this Article. Any animal found to be the subject of a violation of this Article shall be subject to immediate seizure and impoundment. In addition, failure to comply with the provisions of this Article is deemed a separate offense. Upon conviction, the Court shall order the revocation of the license of such animal resulting in the immediate removal of the animal from the City. In addition to the foregoing penalties, any person who violates this Article shall pay all expenses, including shelter, food, handling veterinary care and testimony necessitated by the enforcement of this Article.

2-304. Vicious Animals.

(a) It shall be unlawful to keep, possess, or harbor a vicious animal within the City limits. A vicious animal means any animal which has killed or caused serious physical harm to any person.

(b) The owner of a vicious animal shall be responsible for all costs associated with impoundment, removal or for any other associated costs.

(c) Upon conviction, the Court shall order that the animal be removed from the City or humanely euthanized, and direct the Chief of Police, or his or her designee, to insure that the order is enforced.

(d) Upon conviction of keeping a vicious animal, the Municipal Court Judge may order restitution be paid to the victim up to the maximum amount allowed by law.

(e) The owner of a vicious animal shall pay all costs associated with impoundment, removal, or euthanasia of said animal. The owner shall pay any other associated costs incurred.

2-305. Exceptions.

The provisions of this Article shall not apply to a police dog being used to assist one or more Law Enforcement Officers acting in an official capacity.

Lenexa

Section 3-2-D-8 DANGEROUS DOGS.

A. Determination of a Dangerous Dog:

1. If an Animal Control Officer has probable cause to believe a dog is dangerous, as defined in Section 3-2-G-3, the City Attorney may file a petition with the Municipal Court, verified by the Animal Control Officer, seeking a determination that the dog is dangerous. If the

City intends to seek an order from the Court that the dog be euthanized, the petition shall specifically identify that as the remedy requested.

2. The City Attorney shall provide the owner of the dog with a copy of the petition, and written notice of the date, time, and location of the hearing.
3. When the Animal Control Officer has probable cause to believe that the subject dog may pose a threat of serious harm to human beings or other animals, the Animal Control Officer or a law enforcement officer is authorized to seize and impound the dog pending the hearing and/or any appeal. If the subject dog has been impounded, the matter shall be scheduled for a hearing within seven (7) business days from the date of impoundment. If the dog is not impounded, the hearing shall be held within fourteen (14) days from the date the petition is filed in the Municipal Court. These deadlines may be extended by the Court for good cause shown.
4. The hearing shall be conducted by the Municipal Judge or other person designated by the Mayor, either of whom will sit as an administrative judge for purposes of this Section. As administrative judge, he or she is empowered to hold hearings, subpoena witnesses, take the testimony of persons under oath, and to require the production of any evidence relating to any matter being heard
5. At the hearing, all interested parties shall be given an opportunity to present testimony and relevant materials on the issue of whether the dog in question is dangerous. The testimony and relevant materials shall include but not be limited to Animal Control reports, the facts, circumstances, and seriousness of any attack or wound, past history of wounds inflicted by the dog in question, and the potential propensity of the dog to inflict wounds in the future. The hearing shall be civil in nature, informal in the presentation of the testimony and open to the public.
6. If the Court, after hearing the testimony and reviewing the relevant materials, determines that the City has proven by a preponderance of the evidence that the dog meets the definition of dangerous dog as found in Section 3-2-G-3, the dog shall be deemed dangerous. In addition, the Court has the authority to order the dog removed from the City, or destruction of the dog, as it deems appropriate. If destruction or removal of the dog is not ordered, the owner shall have fourteen (14) days from the date of the Court's determination to comply with all of the requirements of this Code pertaining to dangerous dogs, or within such other time frame as the Court may require. Future compliance hearings and/or the requirement to post bond to ensure compliance or to perfect an

appeal may be ordered at the discretion of the Court. If the owner fails to comply with the provisions of this Section within the time frame ordered, unless stayed by the filing of an appeal, the dog shall be ordered destroyed.

7. If the dog was impounded prior to the hearing and is determined to be dangerous, the owner shall provide proof of compliance with all of the requirements of this Code pertaining to dangerous dogs to Animal Control, and pay all applicable impoundment and boarding fees, before the dog may be released. If the owner appeals the Court's decision, the dog shall remain impounded pending the determination on appeal, and all associated boarding costs shall be the responsibility of the owner. If the dog is determined not to be dangerous, it may be released to its owner immediately upon payment of all impoundment and boarding fees.
8. The failure of an owner to appear at a hearing, or the removal of the dog from the City prior to the scheduled hearing, does not preclude the Court from holding a hearing and/or determining that the dog is dangerous. In addition to any other order, the Court may order the owner to provide Animal Control with the exact location, address, and contact information for the new owner of the dog (if moved), and require that the animal not be returned to the City without first notifying Animal Control and verifying full compliance with this Chapter.
9. If an owner desires to contest the Court's determination that a dog is dangerous, he or she may appeal to the district court. The owner shall file a notice of appeal with the municipal court clerk within ten (10) days of the Court's determination. If the dog has been impounded, the Court may require that the owner post a bond in an amount sufficient to pay for the animal's current impoundment and boarding fees, and a minimum of 30 additional days boarding, which shall also be required within ten (10) days of the Court's determination. The dog shall remain impounded until a final determination is made on appeal. The municipal court clerk will prepare the record on appeal, similar to an appeal from a municipal court pursuant to K.S.A. 12-4602 and K.S.A. 22-3609, and amendments thereto, and submit the record to the district court. The district court shall review the matter de novo, and the City's burden of proof shall be the preponderance of the evidence.

B. Stipulations by Owner:

1. The owner of a dog subject to a petition seeking a dangerous determination may waive his or her right to a hearing and enter a stipulation that the dog is dangerous, or a stipulation that the evidence would be sufficient to sustain a finding that the dog is dangerous. Any

such stipulation shall be reduced to writing, signed by the owner. A stipulation shall have the same legal effect as a determination by the Court that the dog is dangerous. The owner shall comply with all provisions of this Code regarding dangerous dogs within fourteen (14) days from the date of the stipulation, or some later time frame if agreed to by the City and approved by the Court. If the owner fails to come into compliance with the Code within the designated time frame, the dog shall be ordered destroyed.

2. For purposes of this Chapter, a dog that is stipulated to be dangerous under this Section shall be synonymous with a dog determined to be dangerous by the Court. Further, entering into a stipulation is not an appealable order.
- C. Regulation of Dangerous Dogs: The following provisions shall apply to all dogs determined to be dangerous:
1. Confinement Required: All dangerous dogs shall at all times be confined in an enclosure, as defined in Section 3-2-G-3, or inside a structure. No dangerous dog shall be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no dangerous dog shall be kept in a house or structure when the windows are open or when window screens or screen doors are the only obstacles preventing the dog from exiting the structure.
 2. Confinement Exceptions: An owner of a dangerous dog will be allowed to have its dog outside of an enclosure or structure only for the following purposes: (1) to obtain necessary veterinary treatment; (2) to transfer ownership of the dog; (3) exercise; (4) elimination breaks; or (5) to comply with the commands of an Animal Control Officer. These exceptions apply only if the dangerous dog is securely muzzled, restrained with a leash of sufficient strength and not more than four feet in length, and is under the direct control of an adult capable of exercising control over the dog. The muzzle shall be made and used in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.
 3. Registration: An owner of a dog determined to be dangerous shall register it with the City within fourteen (14) days of the determination, and annually thereafter in conjunction with its licensing schedule. The registration shall be on a form provided by the City and accompanied by a nonrefundable registration fee as provided by ordinance or resolution or as otherwise permitted. Such registration fee shall not be prorated if required for less than a full year, and shall be separate and distinct from license fees required by the Code. The registration form shall include the name, address, and telephone number of the

owner; an alternate contact person by name, address, and telephone number; a picture or pictures of the dog showing its (1) face, (2) color, and (3) any distinctive markings; the height, weight, breed, and approximate age of the dog; the animal's microchip type and registration number; liability insurance carrier information; and any other information deemed necessary by the City.

4. **Insurance Required:** No dangerous dog shall be registered by the City unless the owner of such dangerous dog presents to the City proof that the owner has procured liability insurance in the amount of at least five hundred thousand dollars (\$500,000.00) covering any damage or injury which may be caused by such dangerous dog. The City shall be listed as certificate holder, and shall be required to be notified of any cancellation, termination or expiration of the liability insurance policy. The owner shall maintain the liability insurance required by this subsection at all times, unless and until the owner shall cease to own the dangerous dog. The owner must provide proof to the City if he or she transfers ownership of the dog or if the dog dies.
5. **Warning Signs:** The owner of a dangerous dog shall display in a prominent place a clearly visible warning sign indicating that there is a dangerous dog on the premises. A similar sign is required to be posted on any enclosure used to confine the dangerous dog. All such signs shall comply with the City's sign ordinance.
6. **Microchip Required:** The owner of a dangerous dog shall have a microchip implanted into the dog for identification purposes, and the name of the microchip manufacturer and identification number of the microchip must be provided to the City. All costs related to the purchase, implantation, and registration of the microchip are the responsibility of the owner.
7. **Spaying or Neutering Required:** All dangerous dogs shall be spayed or neutered.
8. **Tethering Prohibited:** No dangerous dog may be leashed or tethered to an inanimate object.
9. **Relocation:**
 - a. If an owner of a dangerous dog moves the animal to another location within the City, the owner shall, within five days of any change in address, notify Animal Control and provide an updated registration form to the City.
 - b. If an owner of a dangerous dog moves the animal out of the City, the owner shall provide Animal Control with the exact location and address of the dog's new residence.

The Animal Control Officer shall notify the receiving jurisdiction that the dog has previously been determined to be a dangerous dog.

- c. A dog which has been determined or deemed by another jurisdiction to be dangerous, or some other comparable designation, with a similar definition and standards as found in Section 3-2-G-3 and Section 3-2-D-8-A, shall not be relocated into Lenexa. However, if the dog was deemed dangerous solely based on breed, the dog may be allowed to relocate to Lenexa.

10. Notification of Escape: The owner or keeper of a dangerous dog shall immediately notify Animal Control if such dog escapes from its enclosure or restraint and is at large. Immediate notification also shall be required if the dog bites or attacks a person or domestic animal.

11. Compliance; Violations: It shall be unlawful for any owner of a dangerous dog to fail to comply with any of the requirements and conditions set forth in this Section. Any dangerous dog found to be in violation of this Section may be subject to immediate seizure and impoundment. Upon conviction for a violation of this Chapter, in addition to any other penalty as allowed, the Court may order the dog euthanized. Any costs for impoundment, boarding, or euthanasia shall be the responsibility of the owner. Failure to pay said costs within 10 days after receipt of a written notice of the amount due shall be a violation of this Section.

12. Penalty: Any person found guilty of violating the provisions of this Section shall be punished as provided in Section 1-1-C-3 of this Code.

Merriam

Article VI. Dangerous or Vicious Dog.

Sec. 4-60. Determination of Dangerous or Vicious Dog.

- a. Power to Convene Hearing. In the event that a community services officer or law enforcement officer receives a complaint or otherwise has probable cause to believe that a dog is dangerous or vicious, or in the event that a dog moves into the City that was previously determined, declared or adjudicated to be dangerous or vicious by any other jurisdiction and which jurisdiction uses substantially the same standards as the City for determination of a dangerous or vicious dog, the municipal judge shall be empowered to convene a hearing for the purpose of determining whether or not the dog in question should be declared dangerous or vicious, and thereby subject to the provisions of this Article.
- b. Notice. The municipal court clerk shall cause notice of such hearing, including the date, time and place of such hearing, to be mailed by certified mail to the owner or harbinger of the

dog which is the subject of the hearing at his or her last known place of residence. Such notice shall indicate that the owner or harbinger of said dog shall have the opportunity at the hearing to present evidence why the dog should not be declared dangerous or vicious. The hearing shall be held promptly within not less than five (5) nor more than fourteen (14) days after mailing notice to the owner or harbinger of the dog. Failure to receive actual notice shall not prevent the municipal judge from proceeding with a hearing authorized herein nor shall such failure invalidate any determination, rulings, orders or decisions of the municipal judge.

- c. Hearing. The municipal judge may receive comments and information from city staff, the owner or harbinger of the dog which is the subject of the hearing, or any other person deemed appropriate by the Judge. Failure of the owner or harbinger to attend or participate in the hearing shall not prevent the Judge from making the appropriate determination concerning the dog.
- d. Determination by Judge. The Judge, within ten business (10) days of the hearing, shall give written notice of his or her determination to the owner or harbinger of the dog, the community services officer and the city attorney. If a determination is made that the dog is dangerous or vicious, the owner or harbinger shall comply with the provisions of this Chapter as directed by the municipal judge in accordance with a time table established by the municipal judge, but in no case more than fifteen (15) days subsequent to the date of the determination.
- e. Appeal. Any person dissatisfied with any order or determination of the Judge made pursuant to this Section may appeal such order or determination within ten (10) days to the district court pursuant to law. All written orders issued by the municipal judge as conditions upon which the owner was allowed to regain or retain physical custody of the animal shall remain in effect during the pendency of the appeal to district court.
- f. Location of, and Restrictions on, Dog Pending Hearing and Appeal. If the community services officer or law enforcement officer has probable cause to believe that the dog in question is dangerous or vicious and that it may pose a threat of serious harm to human beings or other domestic animals, the community services officer may seize and impound the dog pending the aforesaid determination by the municipal judge and/or the findings of any appeals taken. Upon the courts determination that the impounded dog is dangerous or vicious, the owner or harbinger of the dog shall be liable to the City for the costs and expenses of keeping such dog.
- g. Factors. In making a determination whether a dog is dangerous, the municipal judge may consider, but is not limited to the consideration of, any one or all of the following factors:
 - 1. The seriousness and nature of any attack, bite or physical injury of a human being or domestic animal;
 - 2. Whether the dog has any history of attacking or biting a human being or domestic animal;
 - 3. Whether the dog has chased or approached a person upon any public or private property in an apparent attitude of attack;

4. Whether the dog behaves in a manner that a reasonable person would believe poses an unjustified imminent threat of serious injury or death to a human being or domestic animal;
5. Whether the dog has a known propensity, tendency or disposition to attack or bite unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals;
6. Whether the dog has been previously determined, declared or adjudicated to be dangerous or vicious by the City or by any other jurisdiction of which the City has notice or of which the owner has knowledge, and which jurisdiction uses substantially the same standards as the City for determination of a dangerous or vicious animal;
7. The likelihood of attacks or bites in the future;
8. The conditions and circumstances existing at the time of the approach, attack or bite, including, but not limited to:
 - (a) whether the dog was provoked;
 - (b) whether the victim was committing a willful trespass or other tort or was committing or attempting to commit a crime upon premises occupied by the owner of the dog; or
 - (c) whether the dog was protecting or defending a human being or another animal within the immediate vicinity of the dog from an unjustified attack or assault.
9. The conditions under which the dog is kept, enclosed or confined; and
10. The status of the dog's license and vaccination, as required by applicable state, county or city law, resolution or ordinance.

Sec. 4-61. Dangerous Dog; Requirements for Continued Ownership in City. If the municipal judge determines that a dog is dangerous, in order to continue to own or harbor such dog within the city limits of the City, the owner or harbinger of such dog shall comply with the following requirements and shall provide proof of compliance with such on an annual basis pursuant to the dangerous dog registration procedure set forth in Sec. 4-73 and upon reasonable request by the municipal judge, community services officer or other City representative:

- a. **Confinement; Muzzle.** All dangerous dogs shall be confined in an enclosure when outside of the dwelling. It shall be unlawful for any owner or harbinger to maintain a dangerous dog upon any premises that does not have a locked enclosure. It shall be unlawful for any owner or harbinger to allow a dangerous dog to be outside of the dwelling of the owner or harbinger or outside of the enclosure unless in a fenced yard under the direct supervision of a responsible adult capable of controlling the dog, or unless it is necessary for the owner or harbinger to obtain veterinary care or professional behavior modification training for the dangerous dog, or to sell or give away the dangerous dog, or to comply

with commands or directions of a community services officer with respect to the dangerous dog. If it is necessary for the owner or harborer to obtain veterinary care or professional behavior modification training for the dangerous dog, to sell or give away the dangerous dog, or to comply with commands or directions of the community services officer, the dangerous dog shall be securely muzzled on a leash or crated and securely muzzled. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent it from biting any human or animal.

- b. **Confinement Indoors.** No dangerous dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.
- c. **Signs.** The owner or harborer of a dangerous dog shall display in a prominent place on his or her premises a clearly visible warning sign of a description and in places directed by the Judge, advising the public that there is a dangerous dog on the premises.
- d. **Microchip or Tattoo Identification.** The owner or harborer of a dangerous dog must permanently identify the dog by tattooing or by implanting a microchip in the dog, using standard veterinary procedures and practices. The name of the microchip manufacturer and identification number of the microchip must be provided to the community services officer.
- e. **Dangerous Dog Registration Fee.** The owner or harborer of a dangerous dog shall pay a dangerous dog registration fee and register as set forth in Sec. 4-73.
- f. **Mandatory Spay and Neuter.** All dangerous dogs shall be required to be spayed or neutered.
- g. **Training.** The owner or harborer of a dangerous dog shall enroll such dog in a behavior modification program administered by a licensed animal behaviorist approved by the City prior to the compliance hearing set forth in this Section. Verification of successful completion of said program must be provided to the community services officer upon completion thereof.
- h. **Insurance.** The owner or harborer of a dangerous dog is required to present to the municipal court proof that the owner or harborer has procured liability insurance in the amount of at least Three Hundred Thousand Dollars (\$300,000), covering any damage or injury which may be caused by such dangerous dog during the twelve (12) month period contemporaneous with the dangerous dog registration period. The policy shall contain a provision requiring the City to be named as additional insured for the sole purpose of notification to the City by the insurance company of any cancellation, termination or expiration of the liability insurance policy. The owner or harborer shall maintain and not voluntarily cancel the liability insurance required by the court during each annual dangerous dog registration period, unless the owner or harborer shall cease to own or harbor the dangerous dog prior to expiration of such registration period.
- i. **Notification of Change in Ownership, Animal Status, Subsequent Attacks.** The owner or harborer of a dog deemed to be dangerous shall provide prompt notification to the city clerk of any changes in ownership of the dangerous dog including name, address and telephone numbers of the new owner; any change in the health status of the dog; any

further instances of attack; any claims made or lawsuits brought as a result of any instances of attack; and/or death of the dog.

- j. Notification of Escape. The owner or harbinger of a dog deemed to be dangerous shall notify the City Police Department immediately if such dog escapes from its enclosure or restraint and is at large.
- k. Other requirements as Determined by the Municipal Judge. The owner or harbinger of a dog deemed to be dangerous shall comply with all other requirements determined by the municipal judge to be necessary to protect the public health and safety.
- l. Compliance Hearing. In the event that a dog has been determined to be dangerous, the municipal judge shall set a compliance hearing within thirty (30) days of said determination. The owner or harbinger of said dog shall provide verification of full compliance with this Section and orders of the municipal judge at said hearing. In the event the court finds the owner or harbinger is not in full compliance, the dangerous dog shall be impounded by the community services officer for a period not to exceed thirty (30) days as determined by the municipal judge to allow the owner or harbinger an opportunity to comply with this Section and orders of the municipal judge. The owner or harbinger shall pay all costs of said confinement and such costs shall be assessed as court costs. If full compliance is not verified to the court within that thirty (30) day period, the dangerous dog shall be euthanized or the owner or harbinger of the dog shall remove the dog from the City limits and shall provide the municipal court with the exact location and address where the animal has been moved.
- m. Exception to Section Requirements. In the event that the municipal judge makes a determination, based on information submitted at the dangerous dog hearing, that one or more of the requirements set forth in this Section should not apply or should be modified with regard to a specific dangerous dog, the municipal judge shall make a written order specifying such inapplicability or modification and the basis for such determination.

Olathe

8.10.110 Dangerous or Vicious Dogs.

- A. Determination of a Dangerous or Vicious Dog. In the event that the animal control officer has probable cause to believe that a dog is dangerous or vicious, as defined in Section 8.02.020 and upon submission of a probable cause affidavit by the City Prosecutor's Office, the Municipal Judge shall be empowered to convene a hearing for the purpose of determining whether or not the dog in question should be declared dangerous or vicious.
The City Prosecutor shall notify the owner or harbinger of the dog that a hearing will be held, at which time he or she may have the opportunity to present evidence why the dog should not be declared dangerous or vicious. The hearing shall be held promptly within no less than five (5) nor more than fourteen (14) days after service of notice upon the owner or harbinger of the dog. The failure of the owner or harbinger to attend or

participate in the hearing shall not prevent the Municipal Judge from hearing evidence in the matter and entering a determination whether the dog is dangerous or vicious as alleged or from entering further orders pursuant to such finding. The hearing shall be informal and shall be open to the public. If the owner or harborer fails to appear for the hearing, the animal control officer or law enforcement officer may seize and impound the dog. The dog may be impounded by the animal control officer for a period not to exceed thirty (30) days. At the end of the thirty (30) day period pursuant to a Municipal Court order, the dog may be euthanized. The owner or harborer shall pay all costs of said confinement and euthanization. Such costs shall be assessed as Court costs.

If, prior to such hearing, the owner or harborer of the dog voluntarily causes the animal to be euthanized, such action shall be deemed a stipulation that the dog was, in fact, a dangerous or vicious dog as alleged. The Municipal Court may enter such finding without further evidentiary hearing. If, prior to such hearing, the owner or harborer of the dog voluntarily removes the animal from the City limits, such action shall be deemed a stipulation that the dog is, in fact, a dangerous or vicious dog as alleged. The Municipal Court may enter such finding without further evidentiary hearing. The owner or harborer shall provide the Municipal Court with the exact location, address, and contact information for the new owner or harborer of the dog. The Olathe Municipal Court shall notify the receiving jurisdiction that the animal has been determined to be a dangerous or vicious dog. If such dog is found by the Municipal Judge to be dangerous, such animal shall not be returned to the City until a compliance hearing is requested and held in the Municipal Court and it is established that the owner or harborer is in full compliance with the requirements of Section 8.10.110 C 1-8. If such dog is found by the Municipal Judge to be vicious, the dog shall not be returned within the City limits at any time thereafter. It shall be unlawful for the owner or harborer of a dangerous or vicious dog to maintain such animal in violation of the Court's order.

After the hearing, the owner or harborer of the dog and the City Prosecutor shall be notified by the Court in writing within ten (10) business days of the determination. If a determination is made that the dog is dangerous or vicious, the owner or harborer shall comply with the provisions of this title as directed by the Municipal Judge in accordance with a time table established by the Municipal Judge, but in no case more than thirty (30) days subsequent to the date of the determination. If the owner or harborer of the dog contests the determination, he or she may within ten (10) days, exclusive of Saturdays, Sundays and holidays, of such determination appeal to the district court.

In the event that the animal control officer or law enforcement officer has probable cause to believe that the dog in question is dangerous or vicious, and may pose a threat of serious harm to human beings or other domestic animals, the animal control officer or law enforcement officer may seize and impound the dog pending the aforesaid Municipal Court determination and/or the findings of any appeals taken. Upon the Court's determination that the impounded dog is dangerous or vicious, the owner or harborer of the dog shall be liable to the City where the dog is impounded for the costs and expenses of keeping such dog.

In the event of impoundment by the City, the aforesaid Municipal Court hearing must be scheduled within sixty (60) days of such impoundment.

- B. A dog which has been adjudicated by another jurisdiction based on its behavior to be dangerous, vicious or a comparable designation shall not be relocated to Olathe; residence shall not be prohibited solely by breed.
- C. Control of Dangerous Dog. If the Municipal Court Judge determines that a dog is dangerous, the owner or harbinger of such dog shall comply with the following:
 - 1. Confinement. A dangerous dog shall be confined to the interior of its residence or confined within an enclosure as defined in Section 8.02.020 at all times except as set out below:
 - a. The dangerous dog may be in a fenced yard when securely muzzled and under the direct supervision and in the immediate presence of a responsible adult capable of controlling the dog.
 - b. The dangerous dog may be walked when securely leashed and securely muzzled. The leash must be under the control of an adult capable of exercising control over the dog. The animal shall not be leashed to an inanimate object.
 - c. If it is necessary for the owner or harbinger to obtain veterinary care for the dangerous dog or to take the animal for professional training or to sell or give away the dangerous dog or to comply with commands or directions of an animal control officer, the dangerous dog must be securely muzzled and securely leashed or securely muzzled and crated. To be securely leashed the dangerous dog must be on a leash no longer than four (4) feet in length. Any muzzle used to securely muzzle a dangerous dog must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration, but shall prevent the dog from biting any human or animal.
 - 2. Confinement Indoors. No dangerous dog may be kept on a porch, patio or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.
 - 3. Signs. The owner or harbinger of a dangerous dog shall display in a prominent place on his or her premises a clearly visible warning sign indicating that there is a dangerous dog on the premises. A similar sign is required to be posted on the enclosure. Such sign shall conform to the size requirements established by administrative regulations under Section 8.14.010.
 - 4. Microchip Identification. The owner or harbinger of a dangerous dog must have a microchip implanted in the dog for identification, and the name of the microchip manufacturer and identification number of the microchip must be provided to the animal control officer. If the microchip is not implanted by the owner or harbinger, it may be implanted by the animal control officer. In either case, all costs related to the purchase and implantation of the microchip must be borne by the dog's owner or harbinger.
 - 5. Dangerous Dog License Fees. All dangerous dog owners or harborers shall pay a license fee which shall be renewed annually no later than one year from the date

of previous issuance. The license fee shall be adopted by the Governing Body of the City by resolution.

6. **Mandatory Spay and Neuter.** All dangerous dogs shall be required to be spayed or neutered.
7. **Training.** All dangerous dogs shall be required to be enrolled in a behavior modification program administered by a licensed animal behaviorist prior to the compliance hearing. Verification of successful completion of said program must be provided to the animal control officer at the annual license review.
8. **Insurance.** The owner or harbinger of a dangerous dog is required to present to the Municipal Court proof that the owner or harbinger has procured liability insurance in the amount of at least One Hundred Thousand Dollars (\$100,000), covering any damage or injury which may be caused by such dangerous dog during the twelve (12) month period for which licensing is sought. The policy shall contain a provision requiring the City to be named as additional insured for the sole purpose of notification to the City by the insurance company of any cancellation, termination or expiration of the liability insurance policy. The owner or harbinger shall maintain and not voluntarily cancel the liability insurance required by the Court during each annual license period for which licensing is sought, unless the owner or harbinger shall cease to own or keep the dangerous dog prior to expiration of such license.
9. **Compliance Hearing.** In the event that a dog has been determined to be dangerous, the Municipal Court Judge shall set a compliance hearing within forty (40) days of said determination. The owner or harbinger of said dog shall provide verification of full compliance with Section 8.10.110 C 1–12 at said hearing. In the event the Court finds the owner or harbinger is not in full compliance, the dangerous dog shall be impounded by the animal control officer for a period not to exceed thirty (30) days. The owner or harbinger shall pay all costs of said confinement. Such costs shall be assessed as Court costs. If full compliance is not verified to the Court within that thirty (30) day period, the dangerous dog shall be euthanized or the owner or harbinger of the dog shall remove the dog from the City limits and shall provide the Municipal Court with the exact location, address, and contact information for the new owner or harbinger where the dog has been moved. The Olathe Municipal Court shall notify the receiving jurisdiction that the animal has been determined to be a dangerous animal.
10. At least thirty (30) days prior to the relocation of a dog previously determined to be dangerous, the owner or harbinger of the dog shall notify the Olathe Municipal Court and Animal Control of the proposed location. The Olathe Municipal Court shall notify the receiving jurisdiction that the animal has been determined to be a dangerous dog.
11. Prior to the annual renewal of any dangerous dog license issued hereunder and at least once annually after the issuance of any such license or after its renewal, the animal control officer or designated representative is authorized to inspect the premises subject to such license to determine whether the person to whom

it has been issued is continuing to comply with all of the conditions specified in this Chapter. In addition, the animal control officer may investigate the past history of the license holder to determine whether during the past license period the license holder was in compliance with all of the conditions specified in this Chapter. The investigation may include a review of department records and interviews with the license holder and neighbors. If the animal control officer determines during any such inspection and investigation that any of the conditions therein specified are being violated or have been noted as having been violated during the past licensed period, he/she shall deny renewal of any such license and/or revoke such license 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 animal control officer shall report to the City Prosecutor that the dangerous animal license has been renewed or that the renewal application has been denied. If the application was denied, a copy of the report shall be given to the owner or harbinger of the dangerous dog. The report shall include the basis for the denial. The owner or harbinger shall have the right to appeal the denial to the Olathe Municipal Court. The decision of the Olathe Municipal Court shall be final and binding.

12. **Dangerous Dog Designation Review.** Beginning one (1) year after a dog is declared a dangerous dog, an owner or harbinger may request annually that the Municipal Court review the designation. The owner or harbinger must provide evidence that the dog is no longer dangerous due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control officer finds sufficient evidence that the dog's behavior has changed, the Municipal Judge may rescind that dangerous dog designation.

- D. **Disposition of Vicious Dogs.** If the Municipal Court Judge determines that a dog is vicious, the dog shall be euthanized or the owner or harbinger of such dog shall remove the dog from the City limits and shall provide the Municipal Court with the exact location, address, and contact information for the new owner or harbinger where the dog has been moved. The Olathe Municipal Court shall notify the receiving jurisdiction that the animal has been determined to be a vicious dog. The dog shall not be returned to the City limits after removal. It shall be unlawful for the owner or harbinger of a vicious dog to maintain such animal in violation of the Court's order. (Ord. 14-36 § 1, 2014; Ord. 10-31 § 13, 2010; Ord. 06-115 § 1, 2006; Ord. 05-131 § 2, 2005; Ord. 97-118 § 6, 1997; Ord. 87-173 § 2, 1987.)

Lansing

Any pit bull dog. "Pit bull dog" is defined to mean any and all of the following dogs:

- a) The bull terrier breed of dog;
- b) The Staffordshire Bull Terrier breed of dog;
- c) The American Staffordshire Terrier breed of dog;
- d) The American Pit Bull Terrier breed of dog;
- e) Dogs which have the appearance and characteristics of being predominately of the breeds of dogs known as Staffordshire Bull Terrier, American Pit Bull Terrier, or American Staffordshire Terrier;

E) The keeping of a pit bull dog as defined in Section 2-102(C)(3) herein or wolf-hybrids as defined in Section 2-102(C)(4) herein, provided that the following additional requirements are met for each such animal to be kept pursuant to this subsection:

- 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: 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; or
 - c) 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.
- 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." 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) 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 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. In the event said liability insurance is canceled, lapsed, or for any other reason becomes non-enforceable, said owner, keeper, or harborer shall be in violation of the provisions of this ordinance and subject to the penalties provided herein.

5) The owner, keeper or harborer 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 two color photographs of the registered animal clearly showing the color and approximate size of the animal.

6) The owner, keeper or harborer 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 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, and may result in criminal penalties against the owner of such animal as provided for elsewhere in this Chapter.

TO: Michael W. Smith *mh*
FROM: Sarah Bodensteiner, City Clerk *SB*
DATE: March 16, 2015
SUBJECT: Donated Plaque Policy

Donated Plaque Policy and Application have been drafted. Discussion with Governing Body whether changes are needed to policy and application as presented.

Action: Direction from Council if Policy is ready to be voted on at next regularly scheduled Council meeting or if new revisions are needed.

WORKSHEET-NO-2

2



Lansing KANSAS

Donation Plaque Policy

I. Purpose

The purpose of this policy is to establish guidelines, standards, and procedures for the acceptance and care of donated plaques to the City of Lansing, Kansas, City owned buildings. The City of Lansing desires to encourage donations, from both individuals and groups, both public and private, while at the same time manage aesthetic impacts and mitigate on-going maintenance cost.

Guidelines established by this policy shall apply to all plaque donations to the City of Lansing, City owned buildings. Guidelines established by this policy will apply to all donations made after the effective date of this policy. Donations made prior to that adoption of this policy shall be subject to applicable sections of this policy.

This policy is not intended to address street naming, building naming, or donated building requests.

II. Definitions

For purposes of this policy, the following term(s) shall have the following meanings:

1. **Plaque:** A medium sized plaque not to exceed 15 x 12 inches in size and serve as a remembrance of a person or event.

III. Procedure for making donation

1. **Application:** The donor must contact the City Clerk's office to determine whether a donation may be accepted based upon criteria contained in this policy. If a donation can be accepted, the donor will complete an application form. Applications are available through the mail, in-person, via email, and through the City Website. Completed applications will be reviewed and processed through the City Clerk's office along with the City Administrator.
2. **Approval:** Upon determining that the donation request meets the criteria provided in this policy, the City Clerk will make a recommendation to the City Council for approval of the donation. The City Council may consider the request at its next regularly scheduled meeting or at a time to be determined by the Mayor. The City Council must approval all donation requests prior to the City accepting any donations.

- IV. **Acceptance Criteria:** The City and the community have an interest in ensuring the best appearance and aesthetic quality to the public facilities. Plaques should reflect the character of the facility. All donations will be installed in such a manner that will not substantially change the character of a facility or its intended use. Donations that seek to honor particular individuals or events by placing them into the public realm should appeal to the broader interests of the community. A donation may only commemorate an event 6 months or older and a person 6 months or more posthumously. City Council may waive this requirement for those individuals with exceptional community significance and in cases of unusual and compelling circumstances.



Lansing KANSAS

Donation Plaque Policy

- V. **Maintenance:** Once donated, plaques become City Property. Accordingly, the City has the duty to maintain the donation for the expected life cycle of the donation. The City, at its sole discretion, may choose to replace or remove the donated element.
- VI. **Repair:** The community has an interest in ensuring that all donations remain in good repair. In addition, the public has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated plaques must be of high quality to ensure a long life, be resistant to the elements, wear and tear, and to acts of vandalism. Due to factors beyond the City's control, it cannot guarantee the longevity of the donation.
- VII. **Installation/Placement:** Installation of donated plaques will be completed by City personnel. Although suggestions will be considered for a particular location, placement of plaques will be at the discretion of the City Council.
- VIII. **Removal and/or Relocation:** The City reserves the right to remove and/or relocate donations when they interfere with site safety, maintenance, construction activities or if damaged beyond repair. The City will send a letter to each identifiable donor notifying the donor of any action related to the disposition of the donation. In certain situations, such as safety or emergency situations, the notification may be made after the action has been taken. In the event a donation must be permanently removed, the City will, when feasible, seek and alternate location consistent with this policy. If no alternate location can be found, the plaque, at the donors request, may be given to the donor.



CITY OF LANSING DONATION PLAQUE APPLICATION

Name of Donor: _____

Address of Donor: _____

Phone Number: HOME: _____ OTHER: _____

E-MAIL: _____

Description for Donation: _____

Wording on Plaque: _____

Reason for Donation: _____

My signature below indicates that I have received a copy of the Donation Plaque Policy and agree to all the provisions and procedures outlined.

Requested by _____
(Please Print)

Signature of Donor and Date

Staff Use Only	Date Received _____	Staff Initials _____
Staff Recommendation to City Council:	Approve	Deny
Council Review Date: _____	Approved	Denied

TO: Michael W. Smith *mf*
FROM: Beth Sanford, Finance Director *BS*
DATE: March 20, 2015
SUBJECT: Purchasing Manual

A draft of the Purchasing Manual is attached.

Staff will be available to discuss the manual and make any revisions that councilmembers recommend.

WORKSESSIONWORKSESSION ITEM #

3

CITY OF LANSING PURCHASING MANUAL

INTRODUCTION

Purpose of Manual
Scope

SECTION 1 – GENERAL GUIDELINES

SECTION 1-1: Local Buying
SECTION 1-2: Planning
SECTION 1-3: Taxes
SECTION 1-4: Gratuities

SECTION 2 - PURCHASING AUTHORITY

SECTION 2-1: Emergency Situations
SECTION 2-2: City Administrator
SECTION 2-3: Department Heads
SECTION 2-4: Supervisors
SECTION 2-5: Employees

SECTION 3: PURCHASE REQUISITIONS

SECTION 3-1: Purchase Requisitions

SECTION 4 - QUOTATIONS, BIDS & PROPOSALS

SECTION 4-1: Quotations
SECTION 4-2: Sealed Bids
 A. Conditions for Use
 B. Public Notice
 C. Bid Opening
 D. Award
 E. Bid and Performance Bonds
 F. Alternate Bids
 G. Correction or Withdrawal of bids
 H. Bid Conference
 I. Fax Usage
SECTION 4-3: Competitive Sealed Proposals
 A. Conditions for Use
 B. Evaluation factor
 C. Discussion after proposal opening
 D. Fax proposals
SECTION 4-4: Purchases over \$5,000.00
SECTION 4-5: Professional Services
 A. Selection Process for Professional Services in Excess of \$20,000
 B. Selection Process for Professional Services \$20,000 or less
SECTION 4-6: Professional Trade Work
SECTION 4-7: Irresponsible Vendor
SECTION 4-8: Local Vendors

SECTION 5: REPAIR OF EQUIPMENT

SECTION 5-1: Repair Parts
SECTION 5-2: Contractual Repairs

SECTION 6: COMMODITIES

SECTION 6-1: Office Supply Stock
SECTION 6-2: Contractual Printing 9.1

SECTION 7: CREDIT CARD PURCHASING

SECTION 7-1: Policy Statement
SECTION 7-2: Accountability and Termination
SECTION 7-3: Procedures

SECTION 8: COOPERATIVE PURCHASING

SECTION 8-1: Cooperative Purchasing Authorized
SECTION 8-2: Restrictions on Cooperative Activities

SECTION 9: ETHICS IN PURCHASING

SECTION 9-1: General Statement
SECTION 9-2: Gratuities
SECTION 9-3: Confidential Information
SECTION 9-4: Purchases from Employees

SECTION 10: SOCIO-ECONOMIC POLICIES

SECTION 10-1: Affirmative Action
SECTION 10-2: Contracts greater than \$5,000
SECTION 10-3: Failure to Comply

SECTION 11: CLASSIFICATION OF EXPENDITURES

SECTION 11-1: Accounts

SECTION 12: DISPOSAL OF EQUIPMENT

SECTION 12-1: Transfer
SECTION 12-2: Disposal
SECTION 12-3: Proceeds from Sale of Equipment

APPENDIX A: PURCHASING POLICY

ATTACHMENT A: PURCHASE REQUISITION

ATTACHMENT B: CREDIT CARD PURCHASE LOG OF TRANSACTIONS

Purpose of Manual

The Purchasing manual shall be a complete source of purchasing information and detailed procedures for purchasing of all commodities, contractual services, and equipment. All City of Lansing employees should familiarize themselves with the regulations set forth and shall adhere to the procedures and practices established herein.

This manual has been prepared to serve as an informative guide for all employees purchasing in the name of the City of Lansing. Detailed explanations of department responsibilities in the procurement function are offered with this manual, as well as an overall summary of the entire purchasing process.

The Finance Department is prepared to offer assistance to any department whenever needs arise. Proper planning by departments, with assistance from the Finance Department, will eliminate duplication of effort and increase city purchasing power by consolidating purchases and encouraging competition among vendors.

Scope

The scope of this manual applies to every disposition for value or expenditure of public funds by the City, irrespective of the source of the funds. When the procurement or disposition involves federal/state assistance or contract funds and is also subject to federal/state regulations, the procurement or disposition shall be conducted in accordance with any applicable mandatory federal/state laws or regulation that is not reflected in this article. Nothing in this policy manual shall prevent the City of Lansing from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

Nothing in this manual shall prevent the City of Lansing from using discretion in determining the lowest responsive and responsible bidder. Whereas a responsible bidder is a bidder whose reputation, past performance, and business and financial capabilities are such that they would be judged by the City to be capable of best satisfying the City's needs for a specific contract or purchase and a responsive bidder does not vary from the specifications and terms set out by the City.

General Guidelines

The general guidelines below should be considered administrative rules and are to be followed as closely as possible by all departments.

SECTION 1-1 Local Buying

Whenever practical, purchases will be made from local vendors from Lansing. This can be accomplished by ensuring that local vendors who have goods or services, which the City is in need of, are included in the competitive bidding process, which will precede most purchases. The City has a responsibility to its residents, however, to obtain the maximum value for each public dollar spent.

SECTION 1-2 Planning

Planning for purchases should be conducted on both a long-term and short-term basis. Small orders and last minute purchases should be minimized, thereby increasing the capability of each department to purchase its goods and services in large quantities in order to obtain the maximum discounts available. Planning will also assist in the reduction of clerical and supervisory time spent in documenting and receipt of purchases. Remember – the purchasing process begins with the annual budget.

SECTION 1-3 Taxes

The City is exempt from local and state sales taxes or federal excise taxes. The Finance Department will provide the necessary exemption documents to any vendor, upon request.

SECTION 1-4 Gratuities

It is a breach of ethical standards for any person to offer, give or agree to give any employee or public official a gratuity or an offer of employment in connection with any decision or recommendation concerning a possible or actual purchase on behalf of the City of Lansing. Gratuities shall not mean pens, pencils, calendars, or other novelty items used as advertising means or other meeting circumstances for the purpose of conducting or discussing official business, and totals less than fifteen dollars (\$15.00) in value.

Purchasing Authority

SECTION 2-1 Emergency Situations

It is recognized that emergency situations occasionally arise in City operations. The City Administrator, or in his absence the Mayor, has approving authority for emergency purchases that are necessary for continued city operations when the cost exceeds the Department Head's purchasing authority. Department heads have authority for emergency purchases within their spending authority, and must report such instances to the City Administrator at their earliest opportunity.

No competitive bidding is required for emergency purchases. Emergencies are situations which require parts and labor necessary for repairs to equipment which must be kept operating, if a delay in obtaining required goods or services would create an economic hardship or personal, environmental, or health hazard. Any purchases made outside of normal purchasing procedures must be reported to the City Administrator as soon as is reasonably possible.

SECTION 2-2 City Administrator

The ultimate responsibility for all purchases for the City of Lansing is held by the City Administrator. The City Administrator shall establish the rules and regulations for the purchase and procurement of all goods and services which shall be followed by all City employees. The City Administrator, or in his absence the Mayor, possess the authority for any deviation from purchasing policy and/or manual. If

improper purchasing practices or discretion may happen to appear, the City Administrator may invoke disciplinary actions upon the individual, division, and/or department. Disciplinary action may be in the form of restricted purchasing privileges, restitution, suspension, termination, or any other form deemed appropriate by the City Administrator. All capital outlay or improvement projects that total more than fifteen thousand dollars (\$15,000) must be approved by the City Council.

The City Administrator shall inform the City Council of any such exceptions as soon as is reasonably possible. The City Administrator shall also make the City Council aware of all purchases of non-routine items with an aggregate total exceeding fifteen thousand dollars (\$15,000).

SECTION 2-3 Department Heads

Department Heads are given the responsibility of ensuring that all personnel in their department are knowledgeable of and fully understand the purchasing procedures. By following the requirements established within this manual, department heads may be able to make better use of budgeted funds for their department. Through proper planning of purchases, departments will be able to realize savings through competition between vendors and will not be faced with shortages of commodities and materials.

The following goods and services must be approved by the City Administrator's office:

1. All non-routine purchases.
2. All capital outlay or improvement projects.
3. Contracts that will represent the City of Lansing.
4. Insurance.
5. Other items consistent with policy and/or practice of the City Administrator.

The requesting department shares the responsibility of not overspending annual budget limitations with the Finance Department. It is for this reason that annual budget requests should be carefully formulated and reviewed.

SECTION 2-4 Superintendent

Purchases which are routine in nature and total less than the authority limit outlined in Section 4 of the Purchasing Policy may be obtained by Superintendent if the goods and services fall within the regulations established by the Purchasing Manual. Invoices must be submitted to the Department Head who will return the invoice with completed purchase requisitions to the Finance Department on a weekly basis. Through prompt attention of invoices, the City may take advantage of discounts and bills can be paid to avoid late charges. Any damages or shortages on received shipments should be noted on freight receipt. All deliveries should be carefully accounted for by employees.

SECTION 2-5 Employees

Employees in each department or division must obtain permission from his/her supervisor or department head before making any purchase. When making purchases, the employee is to put his/her signature and department on the invoice. Invoices are also to be signed by the superintendent and/or department head and coded to the appropriate expense account. Invoices should be turned in to the employee's supervisor and/or department head, who will forward the invoice and a completed purchase requisition to the Finance Department.

PURCHASE REQUISITIONS

SECTION 3-1 Purchase Requisitions

A purchase requisition shall be used as the payment voucher for all individual purchases, except where 30 day purchase requisitions or charge cards are in effect. When items are purchased, a purchase requisition shall be forwarded with the original invoice to the Finance Department. The requesting department shall maintain a file copy of the purchase requisition. Purchase requisitions shall have affixed the required signatures as outlined in Section 4 of the Purchasing Policy.

Any department or division needing to pay an invoice shall properly prepare a purchase requisition request form in complete detail. This request, should reflect as much information that is known by the department, including the following:

1. Date of request.
2. Department making the request.
3. Authorized person requesting payment.
4. Vendor name and address.
5. Account number.
6. Quantity of requested items.
7. Brief description of items.
8. Price.
9. Brief explanation of goods or services.
10. Signature of appropriate Department Head and City Administrator if required.

QUOTATIONS, BIDS, & SEALED PROPOSALS

SECTION 4-1 Quotations

All Department Heads must plan in advance their regular budgeted purchases. Purchases in excess of the amounts outlined in Section 8 of the Purchasing Policy require that price quotes, proposals, or bids may be obtained. Award of bids, proposals or quotations will be given to the most responsible and qualified vendor, with the best price.

Quotations may be obtained by Department Heads in the following manner:

1. In person.
2. Over the phone.
3. Written quotation as per "Request for Quotation".

SECTION 4-2 Sealed Bids

A. Conditions for Use.

Contracts or purchases for capital outlay or improvement projects shall be awarded by the City Council through a competitive sealed bid process, unless the City Administrator determines that the method may not be in the best interest of the City.

B. Public Notice.

A "Notice to Contractors" or Invitation for Bids that will be awarded by the City Council shall be published in the official City newspaper, allowing a reasonable amount of time to prepare and return bids. A "Notice to Contractors" or Invitation for Bids that will be awarded by the City Council may also be emailed or mailed to prospective bidders by the requesting department. Written notice shall be sent by email to all qualified prospective bidders for the type of work being bid.

C. Bid Opening.

All sealed bids shall be delivered at the time and day designated in bid information.

Bids shall be publicly opened by the Department Head at the time and date designated. The City representative shall announce the bidders and bid amounts and state the date and provisions for awarding of contract.

D. Award.

All bids shall all be tabulated by the Department Head for review by the City Administrator, and the City Council. The responsible Department Head shall recommend to the City Administrator the most responsible bid at the best price. The City Council may accept and/or reject any or all bids and shall award the bid that shall be most advantageous to the City, taking in to consideration price and other evaluation factors as presented by the Department Head.

E. Bid Performance Bonds.

Specifications may stipulate that each bidder must submit with the bid a cashier's check, certified check, or bid bond by a cooperate company licensed to do business in the State of Kansas in an

amount not less than five percent (5%) of the total bid. This requirement will be surety that the bidder, if successful, will enter into the contract.

Successful bidders may be required to furnish a performance bond equal to twenty five percent (25%) of the amount for the contract. The performance bond is surety that the successful bidder will satisfactorily comply with the terms of the contract.

F. Additional Alternate Bids.

Additional alternate bids may be required whenever it is deemed desirable or necessary by the Department Head or City Administrator.

G. Correction or Withdrawal of bids.

Correction or withdrawal of bids after opening may be allowed to the extent permitted by the City Administrator.

H. Pre-Bid Conference.

The responsible Department Head may notify prospective bidders that a conference has been scheduled in an attempt to clarify for vendors the intention of bid specifications and expectations. Conferences may be scheduled before or after invitations to bid have been issued. The pre-bid conference is an attempt to facilitate that accuracy and comprehensiveness of the bid process, but is not required.

I. Fax Usage.

Faxed sealed bids are not recommended but are acceptable at the option of the Department Head under the following conditions: Faxes are to be sent to the City Clerk's Office at (913) 828-4579; faxes are to be clearly marked "bid for Purchasing", and the product being bid on. The City Clerk will immediately secure the bid in a sealed envelope. The envelope will be clearly marked what the bid is for and be delivered to the responsible Department Head. Remember, use of the fax in these instances could compromise the secrecy of the pricing, and compromise the integrity of the "bid" process, so act accordingly.

SECTION 4-3 Competitive Sealed Proposals

A. Conditions for Use.

Competitive sealed proposals may be issued when it is necessary to provide an opportunity for reasonable price analysis, based on technical or qualitative evaluation factors. Generally, competitive sealed proposals shall be used when the purchase is for technical equipment or specialty items, complex, professional or trade services, or the purchase of nonstandard items.

B. Evaluation Factors.

Proposal evaluation criteria should measure how well each vendor meets the desired performance requirements established before proposals are received. Final consideration for awarding of contract shall not be based solely on price. A combination of price, quantity and/or quality offered, and capacity to fulfill all requirements of the contract.

C. Discussion after Proposal Opening.

Post-opening discussions of proposals with vendors shall be allowed. Final agreement or terms may be negotiated under a proposed contract.

D. Fax Usage.

Faxed sealed proposals are not recommended but are acceptable at the option of the Department Head under the following conditions: Faxes are to be sent to the City Clerk's Office at (913) 828-4579; faxes are to be clearly marked "bid for Purchasing", and the product being bid on. The City Clerk will immediately secure the bid in a sealed envelope. The envelope will be clearly marked what the bid is for and delivered to the responsible Department Head. Remember, use of the fax in these instances could compromise the secrecy of the pricing, and compromise the integrity of the "bid" process, so act accordingly.

SECTION 4-4 Professional Services

Normal competitive procedures cannot be reasonably utilized in securing professional services such as engineers, appraisers, planners, computer-related counseling, and other professional people whose services are often based on hourly rates or a percentage of a contract amount and are not likely to enter into a competitive bidding process. In securing professional services, it is the primary goal of the city to obtain these services from a provider who has a proven record of offering such services in a

professional way and is the best suited provider for the particular project. The cost of services will not be the sole criteria.

It will be the duty of the City Administrator and the requesting department to determine if a Qualification Based Selection Process shall be used. This determination will be made on an individual project basis. The selection process the city will use for acquiring Professional Services is outlined in the following sections.

Quality of work and applicability of work products to specific circumstances are the most important considerations in acquiring services performed by or under the direction of licensed professionals such as engineers, architects, geologists, appraisers, easement negotiators, and surveyors, as well as information technology professionals. Quality and effectiveness of professional design, analysis, reviews, and inspections are directly reflected in lower life cycle costs of the end products, and high quality project plans minimize project cost overruns. As such, the following qualification based selection process shall be used to select individuals or firms for services provided by or performed under the direction of licensed professionals, and for information technology, as opposed to selection by bid or price quote. If a qualified firm has been chosen utilizing the QBS process within the last 18 months for a project of a similar nature, or there is an extension of an existing project, and satisfactory services were received, the City Administrator may direct staff to solicit that same firm for additional work on other projects, and not require an additional qualifications based selection process.

A. Selection Process for Professional Services in Excess of \$20,000

- 1) Notification shall be sent describing the proposed work to be performed to three to five, or more, firms or individuals who, by prequalification or by reputation, are well qualified to perform the proposed work, inviting them, if interested, to submit a letter of interest, along with information on their firm's qualifications, experience, and resources directly related to the type of work proposed, and résumés of the specific individuals they anticipate would work on the project. The firms or individuals shall also be asked to return a completed "Certification by Prospective Participants as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments" form. In the event there are not three firms well qualified for the particular work in the area or that could reasonably and competitively provide the service, fewer than three is allowable.
- 2) A Selection Committee of at least three individuals, including one elected official, representing the City and/or any other entity with direct interest in the work shall be formed. Individuals from outside the City who are well suited to assess the qualifications of the submittals may be included on the Committee.
- 3) A reasonable set of criteria shall be established by City staff and the Committee upon which to assess submittals. Evaluation criteria shall include, but not be limited to, price, ability to perform, experience, technical expertise, and availability.
- 4) The Selection Committee members shall individually assess and rank submittals from all interested firms according to the criteria established.
- 5) The Selection Committee assessments shall be combined to determine the three firms that appear best qualified and best suited to the specific work, and pass those three firms without rank to the Negotiating Committee, which will invite those firms to submit a proposed detailed scope of services, schedule, and breakdown of anticipated hours by task and position (without hourly rates or price information), and shall be invited to make a presentation on their approach to the work and stand for interview questions. The Negotiating Committee shall be similar in makeup to the Selection Committee, and may be the same members as the Selection Committee.
- 6) The Negotiating Committee, with recommendations from City staff, shall establish a rating criteria for the additional submittals, presentations, and interview answers upon which to provide a final ranking of the firms in order of best qualified and best suited to the specific proposed work.
- 7) Following the presentations and questions, the Negotiating Committee will individually rank the firms, develop a composite ranking, and deliberate on the basis of their rankings, if necessary, to concur on a final rank for the firms.
- 8) The first ranked firm will be asked to submit a proposal with all the elements noted in item 5, along with hourly rates and total price for the work.
- 9) The Negotiating Committee will review the proposal, determine if the price is reasonable, and propose reductions in fee or scope if warranted.

- 10) If the Negotiating Committee determines that a reasonable fee has not been reached, they shall notify the 1st ranked firm that negotiations are terminated, and shall open negotiations with the 2nd ranked firm as set forth in 8, et seq.
- 11) As soon as the Negotiating Committee makes a determination that a reasonable fee has been proposed, said proposal will be placed on the City Council agenda with a recommendation for approval.

B. Selection Process for Professional Services \$20,000 or less:

- 1) Notification shall be sent describing the proposed work to be performed to three to five, or more, firms or individuals who, by prequalification or by reputation, are well qualified to perform the proposed work, inviting them, if interested, to submit a letter of interest, along with information on their firm's qualifications, experience, and resources directly related to the type of work proposed, and résumés of the specific individuals they anticipate would work on the project. The firms or individuals shall also be asked to return a completed "Certification by Prospective Participants as to Current History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments" form. In the event there are not three firms well qualified for the particular work in the area or that could reasonably and competitively provide the service, fewer than three is allowable.
- 2) Form a Selection/Negotiation Committee of at least three individuals, including one elected official, representing the City and/or any other entity with direct interest in the work. Individuals from outside the City, but well suited to assess the qualifications of the submittals, may be included on the Committee.
- 3) A reasonable set of criteria shall be established by City staff and the Committee upon which to assess submittals.
- 4) The Selection/Negotiation Committee members shall individually assess and rank submittals from all interested firms according to the criteria established.
- 5) The Selection/Negotiation Committee will develop a composite ranking and deliberate on the basis of their rankings, if necessary, to concur on a final rank for the firms.
- 6) The first ranked firm will be asked to submit a proposal with all the elements noted in item A5, along with hourly rates and total price for the work.
- 7) The Selection/Negotiation Committee will review the proposal, determine if the price is reasonable, and propose reductions in fee or scope if warranted.
- 8) If the Selection/Negotiation Committee determines that a reasonable fee has not been reached, they shall notify the 1st ranked firm that negotiations are terminated, and shall open negotiations with the 2nd ranked firm as set forth in 8, et seq.
- 9) As soon as the Selection/Negotiation Committee makes a determination that a reasonable fee has been proposed, said proposal will be placed on the City Council agenda with a recommendation for approval.

In the case of professional services for federal or state funded projects, the Kansas Department of Transportation's selection process shall supersede this policy process.

SECTION 4-5 Professional Trade Work

Professional trade work may include but not be limited to building, mechanical, electrical, and plumbing. Guidelines for obtaining these services are outlined in Section 8 of the Purchasing Policy.

Maintenance Contracts may be used for acquiring ongoing maintenance on specific groups of items that can be easily identified and competitively bid. Maintenance contracts could include such items as:

1. Electrical maintenance on traffic control signals
2. Repair of the public safety radio system
3. Emergency jetter/CCTV work
4. Root control services
5. SCADA and GIS system updates and maintenance
6. Hydraulic modeling maintenance

Maintenance Contracts will be issued, if possible, on a two year contract with a one year extension through mutual consent of both the City and the contractor.

SECTION 4-6 Irresponsible Vendor

Any vendor who fails to comply with the terms of an awarded bid, quotation, or the required specifications contained within the bid, may be declared an irresponsible vendor upon the recommendation of the Department Head and approval of the City Administrator. An irresponsible vendor may be purged from future bid notifications. Vendors will be notified by the responsible Department Head if they are removed. Any vendor wishing to appeal this decision may request that the City Council consider the matter at a formal meeting.

SECTION 4-7 Local Vendors

The City Council is conscious of the economic impact created by purchasing goods and services locally; therefore, the City reserves the right to award bids to local vendors if it is deemed to be in the best economic interest of the City.

SECTION 4-8 Standard Specifications

Standard specifications should be established so maximum competition can be secured. Specifications for each item should be definite and precise to eliminate the possibility of misunderstanding on the part of the vendor or the purchaser. Specifications which call for only one "brand or trade name" item to be furnished shall not be issued unless prior approval is granted by the City Administrator. Such brand names may be used to establish acceptable or minimum standards that all vendors must meet or exceed, and shall include the language "- or equal".

SECTION 4-9 Preparation of Specifications

It is the responsibility of the Department Head to ensure that technical knowledge is obtained so specifications truly reflect the needs of the department. During preparation of specifications the Department Head may also work closely with and use the expertise of appropriate vendors. All specifications shall be approved by the City Administrator prior to issuance.

SECTION 4-10 Sole Source Purchases

Order requests for any material or service which can only be supplied by a sole source should be accompanied with a written explanation fully justifying why conditions exist which require the item(s) to be purchased from only one vendor.

REPAIR OF EQUIPMENT

SECTION 5-1 Repair parts

Parts required to repair equipment may be purchased if total parts cost shall not exceed the purchasing authority limitations outlined in Section 4 of the Purchasing Policy. Parts required for items whose replacement cost would currently be less than five thousand dollars (\$5,000.00) shall be limited to twenty-five percent (25%) of their replacement cost unless approved by the City Administrator.

SECTION 5-2 Contractual Repairs

If City vehicles or equipment require maintenance or repair, the Supervisor should provide the Department Head with an estimate of the cost for the repair. Upon delivery of equipment to be repaired, the Supervisor shall establish cost limitations for contracted repairs with the vendor. If required repairs exceed the approved estimate, the Supervisor shall receive approval for proceeding with repair services from the responsible Department Head and/or City Administrator.

COMMODITIES

SECTION 6-1 Office Supply Stock

Each department shall maintain and adequately stock an office supply inventory. If a department employee is in need of office supplies, the responsible Department Head should be notified of the items required. The Department Head shall be responsible for approval and purchase of the required materials.

SECTION 6-2 Contractual Printing

All contractual printing shall be managed by each department and should adhere to Section 8 of the Purchasing Policy.

CREDIT CARD PURCHASING

SECTION 7-1 Commercial Card

Use of a commercial credit cards in the name of the City of Lansing will be used only for the purchase of goods and services in support of City business. Employees must adhere to the guidelines in the Commercial Card Policies and Procedures.

Employees will be responsible for retaining all receipts. At the end of each billing cycle, the Accountant will distribute individual statements to employees. Each employee shall submit to the Finance Department a Purchase Log of Transactions (PLOT) with all receipts and the credit card statement attached. The PLOT must be signed by the supervisor and/or department head. Employees shall submit these promptly so that the City will never be responsible for paying any interest on charges. Department heads are responsible for ensuring that departmental funds are available when credit card charges are incurred and for monitoring expenditures within available budgets.

COOPERATIVE PURCHASING

SECTION 8-1 Cooperative Purchasing Authorized

The City, acting through the City Administrator, may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the purchase of any supplies, services, or construction with one or more units of government in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between units of government and open-ended State contracts which are made available to cities.

SECTION 8-2 Restrictions on Cooperative Activities

All the participants in cooperative purchasing must agree to abide by all contractual requirements, including prompt payment of invoices.

ETHICS IN PURCHASING

SECTION 9-1 General Statement

Any attempt to realize personal gain through public employment is a breach of public trust.

SECTION 9-2 Gratuities

It is a breach of ethical standards for any person to offer, give or agree to give any employee or public official a gratuity or an offer of employment in connection with any decision or recommendation concerning a possible or actual purchase on behalf of the City of Lansing. Gratuities shall not mean pens, pencils, calendars, or other novelty items used as advertising meals or other meeting circumstances for the purpose of conducting or discussing official business, and totals less than fifteen dollars (\$15.00) in value.

SECTION 9-3 Confidential Information

It shall be a breach of ethical standards for any employee or public official to knowingly use confidential information for personal gain, or the personal gain of others.

SECTION 9-4 Purchases from Employees

A small number of employees have employment other than with the City of Lansing. If an employee has the ability to furnish the City with goods or services outside of normal job description duties, the employee may apply to the City Clerk's Office for inclusion in the vendors list. No employee may provide goods or services to the department in which they are assigned, unless approval is granted by the City Administrator. All purchases from employees must be awarded on a competitive quotation, proposal, or bid basis.

SOCIO-ECONOMIC POLICIES

SECTION 10-1 Affirmative Action

The City of Lansing sets forth a policy to eliminate and prevent discrimination, segregation or separation because of race, sex, religion, physical handicap, color, national origin or ancestry, and to assure equal opportunities and encouragement of every person, regardless of race, sex, religion, physical handicap, color, national origin or ancestry, in securing and holding without discrimination, employment in any field of work or labor for which the person is properly qualified.

SECTION 10-2 Contracts Greater than \$5,000.00

Federal and State of Kansas laws prohibit discrimination, segregation and separation, and provide for equal opportunities and encouragement for every person regardless of race, sex, religion, physical handicap, color, age, national origin or ancestry. Kansas Statute 44-1030 requires that all contractors or vendors whose contract with the City of Lansing is in an amount greater than five thousand dollars (\$5,000.00), or any contract with a contractor or vendor who does not aggregate annual business with the City in excess of five thousand dollars (\$5,000.00) shall observe the provisions of the Kansas Act Against Discrimination.

As part of the City of Lansing's on-going commitment to goals of equal opportunity for all persons, the City shall require all vendors or contractors doing business with the City of Lansing in an amount in excess of five thousand dollars (\$5,000.00) to complete a "Questionnaire of Equal Opportunity Compliance". The questionnaire shall be submitted to the Human Resource Director annually for the calendar year and/or concurrently with or prior to any contract bid or proposal. The Human Resource Director shall receive and review the Questionnaire and notify the City Administrator of its acceptability or, if the responses to the Questionnaire do not meet established standards, the Director shall specify the necessary modifications to be acceptable. The Human Resource Director shall periodically review the City's contract compliance program and shall be available to assist any vendor or contractor in complying with state and federal equal employment opportunity laws.

SECTION 10-3 Failure to Comply

Any person or business failing or refusing to comply with the City's Equal Employment opportunity requirements shall be declared ineligible to enter into any contracts with the City until the vendor has complied with standards established by the City of Lansing and approved by the City Administrator. The City Council shall be notified of any vendor ineligible for City contracts.

CLASSIFICATION OF EXPENDITURES

SECTION 11-1 Accounts

The establishment of new accounts shall be the responsibility of the Finance Department. It is the responsibility of each Department Head and/or Superintendent to properly code each purchase to the proper accounts.

DISPOSAL OF EQUIPMENT

SECTION 12-1 Transfer

Whenever a Department Head determines that equipment assigned to his or her Department is of no further benefit to the Department's operation, he/she shall notify the Finance Department so the appropriate changes may be made to the Capital Assets Inventory. If the equipment is not to be traded in, the Department Head shall notify other city departments of the availability of the equipment which may be useful to their operation.

SECTION 12-2 Disposal

Any equipment no longer useful to City of Lansing operations shall be disposed of by sealed bid, public auction, or ebay. Items to be disposed of by bid or auction shall have been approved by the City Administrator. The Finance Department should be notified of all items being disposed of so that they may make appropriate changes to Capital Assets Inventory. No City employee may purchase equipment or materials from the City except through a formal sealed bid procedure or at the public auction. No department shall loan, destroy or remove equipment or materials from the City's custody without prior approval from the City Administrator.

SECTION 12-3 Proceeds from Sale of Equipment

Any proceeds received from the sale of equipment shall be receipted into the appropriate Equipment Reserve Fund.

APPENDIX A

CITY OF LANSING

PURCHASING POLICY

I. PURPOSE:

To establish purchasing authority levels for City of Lansing expenditures.

II. THE PROGRAM:

1. Departmental accounts shall be established in each fund. These accounts shall be divided into four (4) broad areas:
 - a. Personnel Services, Contractual Services, Commodities, and Capital Outlay. Operating accounts shall be created under each fund type as follows:
 - i. **GENERAL FUND:** Administration Department; Police Department; Municipal Court Division; Emergency Operations/Preparedness Division; Street Division; Building Maintenance Division; Street Lighting Division; Parks and Recreation Department; Community Development Division; Finance Department; Public Works Department; Community Center Division, Economic Development Department, Lansing Activity Center, Human Resources Department, Non-departmental Division, and Office of the City Administrator.
 - ii. **SPECIAL REVENUE FUNDS:** Library; Consolidated Street and Highway; Special Parks and Recreation; Special Alcoholic Liquor Fund; Mayor's Christmas Tree Fund; KS Regional Prison Museum Fund; Transient Guest Tax Fund; and Economic Development Fund.
 - iii. **DEBT SERVICE FUND:** Bond and Interest Fund.
 - iv. **ENTERPRISE FUNDS:** Wastewater Utility and Solid Waste Utility Funds.
 - v. **RESERVE FUNDS:** Capital Improvements and Equipment Reserve Funds.
 - b. During budget preparation each department/division shall establish (but are not limited to) the following accounts: Personnel Services - i.e., Regular Payroll, Part-time Payroll, Overtime and Benefits; Contractual Services - i.e., Insurance, Legal, and Utilities; Commodities - i.e., Office Supplies and Maintenance; and Capital Outlay - i.e., Acquisition and Replacement Accounts.
 - c. If other funds or accounts are necessary for efficient and effective service delivery they may be developed.
2. Upon determining the budgeted amount for operating accounts, each department is committed to expending NO MORE THAN THE BUDGETED AMOUNT FOR THAT OPERATION ACCOUNT. It is understood that certain contingencies are unforeseen in the course of operation; therefore budget authority is transferable within individual department, division, or fund (in addition to the budget amendments as authorized by statute). Each department director may petition the Finance Director for a transfer of budget authority within an individual department or division. The Finance Director, based on his/her overall supervisory authority of purchases, may deny the transfer if it is judged in the best interests of the city. The Finance

Director, in consultation with the City Administrator, may also transfer budget authority within funds (i.e., General Fund - Administration to General Fund - Streets) when it is in the best interests of the city. Budgeted transfers of money between funds (i.e., General Fund to Capital Improvements Fund) require city council authorization. The Finance Director, based on his/her overall supervisory authority of purchases, may deny any requested transfer if it is judged in the best interests of the city.

3. If a department director believes the "request for a budget authority transfer" is denied for some reason other than the best interest of the city, he/she may appeal the request to the City Administrator. If it is found that the transfer was denied for any reason other than the best interest of the city, the City Administrator may approve or disapprove the department director's request for transfer.
4. Purchasing authority limitations shall be set as follows:

<u>AUTHORITY LEVEL</u>	<u>AMOUNT</u>
a. Superintendent.....	\$ 3,000
i. Public Information Officer	
ii. Street Superintendent	
iii. Parks & Recreation Superintendent	
iv. Community Development Superintendent	
v. Wastewater Utility Superintendent	
vi. Police Captain	
b. Department Head.....	\$ 7,500
i. Finance Director	
ii. Public Works Director	
iii. Police Chief	
iv. Human Resources Director/City Clerk	
v. Parks & Recreation Director	
vi. WWT Director	
vii. Economic/CVB Director	
viii. Library Director	
c. City Administrator.....	\$ 15,000
d. Mayor.....	\$15,000
e. Where a purchase amount exceeds an authority level's limit, approval from the next purchasing level must be granted. For example, a \$3,100 purchase requested by a superintendent must also be approved by his/her department head prior to obtaining a purchase order. City council's approval is required for any purchase greater than \$15,000, except for routine monthly obligations (i.e. utility bills), and contractual obligations (i.e. bond payments, worker's compensation premiums, progress payments on contracts).	

5. The City Administrator, or in his absence the Mayor, has approving authority for emergency purchases that are necessary for continued city operations, provided the emergency is documented. Department heads have authority for emergency purchases within their spending authority, and must report such instances to the City Administrator at their earliest opportunity. No competitive bidding is required for emergency purchases.
6. Combining purchasing authority to circumvent levels of purchasing authorization is prohibited.

7. For convenience and to reduce costs, 30 day accounts with approved vendors shall be used for all routine supplies and services. Whenever possible, department heads shall establish monthly purchase requisitions with the approved vendors, and the purchases indicated shall be authorized up to the amount of the monthly purchase order.
8. Individual purchases or purchases of repair parts of an amount less than \$1,500 do not require competition. However, every effort shall be made to insure that all purchases are made in the most economic manner. For purchases of an \$1,500 or more, the following documentation is required:

<u>AMOUNT</u>	<u>DOCUMENTATION</u>
a. \$1,500 - \$2,999	Two Quotes
b. \$3,000 - \$7,499	Three Quotes
c. \$7,500 - \$19,999	Three Written Quotes
d. \$20,000 or greater	Sealed bids received in accordance with an <u>advertised</u> request for proposal.

9. When the City of Lansing solicits quotations or bids for the purchase of goods or services, it is common to receive responses from vendors domiciled both within and outside the Lansing city limits. In such circumstances, if the low quotation or bid is submitted by a vendor domiciled outside the Lansing city limits, then the vendor domiciled within the Lansing city or Leavenworth County limits may be deemed the preferred vendor and awarded the contract, provided that:
 - a. the goods or services quoted or bid by the vendor domiciled within the Lansing city or Leavenworth County limits meets the specifications of the procurement; and
 - b. the amount of the quotation or bid of the vendor domiciled within the Lansing city limits is no more than 2% greater than the amount of the low quotation or bid.
 - c. if there is no vendor domiciled within the Lansing city limits, then the amount of the quotation or bid of the vendor domiciled within the Leavenworth County limits that is no more than 1% greater than the amount of the low quotation or bid will be considered.
 - d. This section shall not apply to the procurement of goods or services that relate to public improvements governed by K.S.A. 14-440.
 - e. For the purpose of this policy, "a vendor domiciled within the Lansing city limits " is defined as a vendor who:
 - i. maintains a permanent place of business within the Lansing city limits, and
 - ii. has a valid State sales tax registration certificate.
 - f. For the purpose of this policy, "a vendor domiciled within the Leavenworth County limits " is defined as a vendor who:
 - i. maintains a permanent place of business outside the Lansing City limits but within the Leavenworth County limits, and
 - ii. has a valid State sales tax registration certificate.

- g. For the purposes of this policy, "an advertised request for proposal" is defined as:
 - i. advertisement in the local newspaper, and
 - ii. advertisement on the city's website and Channel 2.

10. For specialized services, or where alternate suppliers do not exist (i.e., training, seminars, utility bills, insurance, and other contractual obligations), or to utilize a previously bid State or other governmental contract; or because the services required are of a professional nature the City Administrator may waive the requirement for competitive quotes or bids.

APPROVED by the governing body of the City of Lansing, County of Leavenworth, State of Kansas this day of .

Louis E Kirby, Mayor

Attest:

Sarah Bodensteiner, City Clerk

ATTACHMENT A

CITY OF LANSING

PURCHASE REQUISITION

Send Original Requisition & Invoice to:

ACCOUNTANT

800 1st Terrace, Lansing, KS 66043

MUST COMPLETE THE FOLLOWING:

Requisition No. _____

Date: _____

Department Code: _____

Requested by: _____

VENDOR:

Insert Vendor Name _____

Insert Vendor Address _____

Insert Vendor City _____

Insert State/Zip _____

ADMINISTRATION DEPT.

Telephone: (913) 727-3233

Fax: (913) 727-1538

Kansas Tax Exempt No.

KSHSJT208T

SHIP TO:

City of Lansing

Attn: Finance Department

800 1st Terrace

Lansing, Kansas 66043

Terms:		F.O.B.:		Quote:		Inventory Code:	
Account No.	Quantity	Description				Unit Cost	Total Cost
						TOTAL	

When requesting equipment, state the reason for the request in the description field above as specifically as possible. By signing below, the Department Head or designee certifies that this purchase is not unnecessary.

Purchasing Authority Limitations:

\$3,000 - Street Supt., Parks & Rec Supt., Police Captain, WW Utility Supt., Public Info. Officer, & Comm. Dev. Supt.

\$7,500 - Finance Dir., Library Dir., HR Dir., City Clerk, Economic Dev/CVB Dir., Parks & Rec Dir., Police Chief, Public Works Dir. & WW Utility Dir.

\$15,000 - City Administrator

\$15,000 - Mayor

Where an emergency purchase is necessary to continue city operations, the Mayor or City Administrator has approving authority for purchases.

Date _____

Approved: _____
Department Head or Designee

Date _____

Approved: _____
City Administrator

Date _____

Approved: _____
Mayor

Check No. Issued: _____

CREDIT CARD PURCHASE LOG OF TRANSACTIONS

Cardholder Name: _____ Transaction Period: _____

[illegible]

Cardholder's Certification:
I certify that the above purchases are proper and approved for payment.

Department Director's Certification:
I have reviewed and agree with the cardholder's certification.

Cardholder's Signature	Date	City Administrator/Department Head's Signature	Date
------------------------	------	--	------