



CITY OF LANSING
Council Chambers
800 1st Terrace
Lansing, KS 66043

COUNCIL AGENDA
Regular Meeting
Thursday, February 4, 2016
7:00 P.M.

WELCOME TO YOUR CITY COUNCIL MEETING

Regular meetings are held on the first and third Thursday of each month at 7 pm and are televised on Cable Television Channel 2 on Monday 7 pm, Tuesday 10 am & 7 pm, Friday 5 pm, Saturday 1 pm and Sunday 7 pm.

Any person wishing to address the City Council, simply proceed to the microphone in front of the dais after the agenda item has been introduced and wait to be recognized by the Mayor. When called upon, please begin by stating your name and address. A time designated "Audience Participation" is listed on the agenda for any matter that does not appear on this agenda. The mayor will call for audience participation. Please be aware that the city council and staff may not have had advance notice of your topic and that the city council may not be able to provide a decision at the meeting. If you require any special assistance, please notify the city clerk prior to the meeting.

Call To Order

Pledge of Allegiance

Roll Call

OLD BUSINESS:

1. Approval of Minutes

NEW BUSINESS:

Audience Participation

Presentations

Council Consideration of Agenda Items:

2. Charter Ordinance No. 1-2016: City Elections
3. Appointment - Lansing Community Library Board
4. Request to use Lansing Activity Center After Hours
5. Request to Purchase ABI Force Infield Groomer
6. Living Legacy Tree Program
7. Modification of Contract for Professional Services – Lansing High School and Middle School

Reports:

City Engineer; City Attorney; City Administrator; Councilmembers

Other Items of Interest:

8. Parks and Recreation Basketball Report

Proclamations

Adjournment

TO: Tim Vandall, City Administrator
FROM: Sarah Bodensteiner, City Clerk 
DATE: January 29, 2016
SUBJECT: Agenda Summary

Call To Order
 Pledge of Allegiance
 Roll Call

OLD BUSINESS:

1. **Approval of Minutes**

The regular meeting minutes of January 21, 2016 and the special meeting minutes of January 28, 2016, are attached.

- **ACTION:** A motion to approve the regular meeting minutes for January 21, 2016, and the special meeting minutes of January 28, 2016, as presented.

NEW BUSINESS:

Audience Participation

Presentation:

Items for Council Consideration:

3. **Charter Ordinance No. 1-2016**

- On January 15, 2016, the selection committee comprised of the Mayor, Council President, City Administrator, HR Director, Wastewater Director, City Clerk, Finance Director, Police Captain, and Recreation Programmer reviewed the proposals.
- The committee selected The Austin Peters Group, Inc. because it met all of the elements of the RFP, therefore, the committee selected them as the firm to complete the study pending discussion regarding timeline modifications, adding a Comparator Group Definition, and reference check.
- The amount budgeted for the study was \$30,000.00, and the proposal from The Austin Peters Group, Inc. came in under the budgeted amount.
- **ACTION:** A motion to approve of the proposal from The Austin Peters Group, Inc. to perform the compensation study.

4. **Appointment – Lansing Community Library Board**

- There is a vacancy on the Lansing Library Board due to a resignation. The vacancy was advertised and 1 applicant applied.
- **ACTION:** A motion to appoint Susan Connelly to the Lansing Community Library Board to fill the vacancy for the term ending April 30, 2018.

5. **Request to use Lansing Activity Center After Hours**

- The Boy Scouts are hosting their annual Anti-Campout and have requested to use the Activity Center after hours. The Activity Center rental forms, Certificate of Liability Insurance with endorsement have been received, along with an agreement to collect Release of Liability Indemnification forms which will be required by each participant prior to entry.
- **ACTION:** A motion to approve or deny the request for the Boy Scouts to use the Lansing Activity Center from 8:00 p.m. on February 27th until 6:00 a.m. on February 28, 2016 for the Anti-Campout on the condition that the Release of Liability and Indemnification forms are filled out correctly and turned in by each participant before entry into the event.

6. **Request to Purchase ABI Force Infield Groomer**

- The Parks & Rec. Department requested a bid for an ABI Force from ABI Attachments. This is a sole source provider of the ABI Force and as such, there is no other place to request a bid from.
- The cost of the machine with all the attachments is \$20,925.00. The company has waived the shipping and handling costs and as a bonus will provide a product expert to train staff to operate the machine and its attachments at no cost.
- This item was approved during the 2016 Equipment Replacement process and funds are available for purchase.
- **ACTION:** A motion to approve the purchase of an ABI Force from ABI Attachments for \$20,925.00 from Fund 23 Special Parks and Recreation Reserve.

7. **Living Legacy Tree Program**

- The Lansing Tree Board has created a program to give the public an opportunity to have commemorative trees planted in the Lansing park system.
- Since space and staff time are limited and the demand is unknown, the board also recommended setting an annual limit for applications.
- At the January 2016 Tree Board meeting, the board recommended forwarding this program to Council for approval

- **ACTION:** A motion to approve or deny the Lansing Living Legacy Tree Program.
- 8. **Modification of Contract for Professional Services – Lansing High School and Middle School**
- The Principal Engineer for Design Energy Group has advised that construction on the Middle School is expected to extend until mid-June and that it is necessary to modify the compensation section of the original contract.
- Due to the extended time frame, additional time on site is required and as such Design Energy Group has requested additional funds for the completion of the project.
- Funds are available to cover the additional amount of \$9,613.00 through the Permit Fee Revenues.
- **ACTION:** A motion to modify Section II - Compensation and Section III – Term of Agreement of the Professional Services Agreement with Design Energy Group for the Lansing High School and Middle School to increase the Maximum Not To Exceed Amount of \$9,613.00 and to extend the termination date of June 30, 2016.

Reports: City Attorney; City Engineer; City Administrator; Councilmembers

Proclamations:

Other Items of Interest

Adjournment

Call To Order:

The regular meeting of the Lansing City Council was called to order by Mayor Gene Kirby at 7:00 p.m.

Roll Call:

Mayor Gene Kirby called the roll and indicated which councilmembers were in attendance.

Councilmembers Present:

Ward 1: Kevin Gardner and Dave Trinkle

Ward 2: Andi Pawlowski and Don Studnicka

Ward 3: Jesse Garvey and Kerry Brungardt

Ward 4: Tony McNeill and Gregg Buehler

Councilmembers Absent:

OLD BUSINESS:

Approval of Minutes: Councilmember Buehler moved to approve the regular meeting minutes of January 7, 2016. Councilmember McNeill seconded the motion. The motion was unanimously approved.

NEW BUSINESS:

Audience Participation: Mayor Kirby called for audience participation and there was none.

Presentation: Deffenbaugh Industries Update to Council: Representatives from Deffenbaugh Industries, John Blessing and Paul Howe addressed the Council regarding recent service issues in our area and actions that Deffenbaugh Industries and Waste Management have made, and are in the process of implementing, to remedy those service issues. The focus areas addressed by Deffenbaugh where improvements are being made were staffing and recruitment, truck technology, internal communication, and external communication. The Governing Body expressed how important the communication piece is, and that Deffenbaugh needs to improve on getting information out and responding to inquiry's into service issues from both residents and the City employees who handle the service issue phone calls. Paul Howe advised that he does not foresee any further issues with trash service.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Compensation Study Proposal: Councilmember Buehler moved to approve the proposal from The Austin Peters Group, Inc., to perform the compensation study. Councilmember McNeill seconded the motion.

- Councilmember Gardner stated in the external equity section, they stated they will gather information from 10 external areas and 10 internal areas, when we get that is it going to be separated or will they lump it all into 1?
 - HR Director Sunshine Petrone replied their final recommendation will be lumped with all of the data in their recommendation, but they are going to interview several different groups, so they'll interview the Council, employees, interviewing Directors along with the City Administrator, so that's what will determine what those 10 internal and 10 external will be.
 - Councilmember Gardner asked down at the bottom of that section it says that external data sources may be used in lieu of a full survey, if we could get an explanation, they went through a whole paragraph of everything they were going to do and then at the bottom it's like a caveat saying well maybe we won't. The internal equity section is first and then the external is second where down at the bottom it says external data sources may be used in lieu of the a full survey, does that mean they are just going to grab some information from somewhere.
 - HR Director Sunshine Petrone replied I'd have to ask them what they are referring to with that statement, since they previously mentioned they would do 10 and 10, so I'd have to ask them to clarify, and I can do that and send an email to the Council to let you know.
- Councilmember Gardner stated I applaud them, the way they are gathering information from all the employees, everybody all the way up, and the different ways they are grabbing that, I think it's going to be good.
- Councilmember Pawlowski stated we've talked about the last time we did this and what we had hoped would happen didn't with the desk audits and aligning actual jobs with job titles, classifications, do you feel comfortable that is going to happen this time.
 - HR Director Sunshine Petrone replied yes, the committee that reviewed everything, that was one of the primary focuses, and they are going to do the desk audits along with updating and assisting with updating the job descriptions, so I do believe that will take place as it was a component of the RFP and was requested.
- Councilmember Pawlowski stated and they put something in here about the personnel manual, will they recommend changes not just with, because they get the personnel manual too right?
 - HR Director Sunshine Petrone replied they're going to review, potentially, the component that deals with compensation. So if there is anything that changes based on policy structure that needs to be modified and they will incorporate that into the handbook.

- Councilmember Gardner stated the point value scheme and evaluation, are the department heads going to be involved in that or is that how they assess the value.
 - HR Director Sunshine Petrone replied the goal is for the Department Directors and the City Administrator to be involved in pretty much every phase of process.
- Councilmember Trinkle stated I hope that we're going to use this whole study this time instead of piece milling it.
 - Councilmember McNeill stated it's a study. A study always provides recommendations, we decide what we pick and don't pick.
 - Councilmember Pawlowski stated but we're going to see it all this time.
 - Councilmember McNeill stated we may implement them all.
 - Councilmember Pawlowski stated maybe.

The motion was unanimously approved.

Treasurer's Report for Quarter Ending December 31, 2015: Councilmember Brungardt moved to approve the Treasurer's Report for the quarter ending December 31, 2015. Councilmember Buehler seconded the motion. The motion was unanimously approved.

Ordinance No. 958 – An Ordinance Amending Court Costs under Chapter 10, Article 1, Section 108 of the Code of the City of Lansing, Kansas: Councilmember Brungardt moved to adopt Ordinance No. 958, amending court costs under Chapter 10, Article 1, Section 108 of the Code of the City of Lansing, Kansas and amendments hereto. Councilmember McNeill seconded the motion.

- Councilmember Trinkle asked Steve does this not affect your budget, is it going to hurt you any by raising these fees, do we have that many.
 - Police Chief Steve Wayman replied if we arrest a lot of people and put a lot of people in jail, then we're out, that's where it would effect, but it's just one of those, if we rustle up we'll be out, but the jail, Sheriff's Department, decided that they did some research and checked other places around and they were far below anybody else, so they decided to make an adjustment. This is the first adjustment they've had in a long time.
- Councilmember Trinkle asked is there something in the court proceedings where we can recoup some of that, get the money back, as far as the City.
 - Police Chief Steve Wayman replied through fines the judge levies and stuff, assuming you pay.
 - City Attorney Greg Robinson stated it says here in the ordinance that it shall be assessed, so the goal is to recoup that \$55.00 per day.
- Councilmember Brungardt asked so how many people, do you know the cost last year at \$52.50.
 - Police Chief Steve Wayman replied no, we get a bill from the jail, they give us an itemized list on it, we check our records on it.
 - Councilmember Brungardt stated can I ask is a \$2.50 increase going to bankrupt your budget?
 - Police Chief Steve Wayman replied no.
 - Councilmember Garvey stated but if they stay for 10 days, it's \$2.50 per day.
 - Police Chief Steve Wayman replied where it would really hurt is if it's a DUI situation and its 90 days, or if it's a state mandatory, state mandated sentence, but we'd have to abide by it, we'd get a big bill. The other big thing that they changed now is they used to prorate, so if we brought somebody in at midnight, they'd prorate the day, but now it doesn't make any difference what time we bring them in now, it's all day, that \$55.00 per day, whether they are in for 30 minutes that day or if they are in for 24 hours that day, it's going to be the same. It doesn't eat us, it's not going to make or break me.
 - Mayor Kirby stated Beth sometime in the next day could you just send us what we paid last year to give people an idea.

The motion was unanimously approved.

Ordinance No. 959 – An Ordinance Concerning the Fine and Bond Schedule Established by the Municipal Court Judge: Councilmember McNeill moved to adopt Ordinance No. 959, amending the fine and bond schedule for Lansing Municipal Court as presented. Councilmember Buehler seconded the motion. The motion was unanimously approved.

Tree Board Appointment: Councilmember Gardner moved to appoint Barb Eikmeier to the Lansing Tree Board for a term ending December 31, 2018. Councilmember Pawlowski seconded the motion. The motion was unanimously approved.

2016 Fireworks Displays: Councilmember McNeill stated I see the cost by day by the vendors and I see the two and half times or the one and half times, I need the math on that, so how many people worked, what was the salary cost to do either one of the days so that we know totally what we're going to vote on.

- Economic Development/CVB Director Stefanie Lief stated that is a very good question, but that is not something that I put together.
 - City Administrator Tim Vandall stated Beth has that though.
 - Finance Director Beth Sanford stated so basically what I did was I looked at last year when we worked the holiday, I did not count the number of employees, I just looked at the dollar figures. The total cost including taxes, KPERS, and KPNF was about \$5,900.00 at the holiday pay rate. For overtime versus holiday pay, it would have been \$3,600.00, so there is a difference of about \$2,300.00, and that doesn't count any officers because they work the holiday.
- Councilmember Pawlowski stated I think it's time we get 4th of July back on the 4th of July.
 - Councilmember Buehler stated I disagree.
 - Councilmember Trinkle stated I think we had a good turn out the way it is, we should leave it the way it is.
 - Councilmember Garvey stated I agree.
 - Councilmember Pawlowski stated you guys, you don't know how many times I've heard from people all bent out of shape because it's not on the 4th.
- Councilmember Buehler stated I talked to 3 people about it, 1 guy said I think it's a waste of money I don't think you should have fireworks anyway, the other 2 people said I have to go to work Tuesday morning, so I am more likely to attend fireworks if it is on Friday night than I am Monday night because I have to go to work. So we've had great crowds the last few times, it has been held on the weekend, I agree with Dave, I think last year we set a record of people in attendance and the other thing is, people have family things on the 4th of July and they don't always come. If the intent is to get a lot of people here and to put out a good show for the most people to watch it, then I think we need to do it on the 1st because I think we'll lose people on the 4th.
 - Councilmember Trinkle stated and if you do have what we have had in the past, have people come in from out of town, you've got to stop the barbeque or whatever you are doing to go to the fireworks then you have to come back and open everything back up; most of them come in for the weekend anyway.
- Councilmember Pawlowski stated until 4 or 5 years ago we had it on the 4th of July and we had great crowds, but we've also turned it into a festival instead of just fireworks.
 - Councilmember Trinkle stated I was there last year and I think it was one of the best ones we've had, we just need to keep building on it.
- Councilmember McNeill asked is it going to be like last year about having the festival and all that.
 - Economic Development/CVB Director Stefanie Lief replied yes, that's right, we'll have the food vendors, inflatables as well.
 - Mayor Kirby stated that's all I hear, that people liked it when it's not on the 4th, so they can go to this. And if they want to go the Fort on the 4th, and again, this is going to be on a Monday, people have to get up and go to work on Tuesday, so, not that I get a vote.

Councilmember Studnicka moved to hold the Independence Day Fireworks Celebration on July 1, 2016.

Councilmember Gardner seconded the motion. The motion was approved with Councilmembers Brungardt and Pawlowski voting against the motion.

- Councilmember Trinkle stated you'd even have a rain date if you had it on a Friday, if you have it on a Monday would you have a rain date after the 4th.
 - Economic Development/CVB Director Stefanie Lief replied we say it's the next day but...
 - Mayor Kirby stated we've already had the vote, so let's move on.
 - Councilmember Trinkle stated sorry your highness.
- Economic Development/CVB Director Stefanie Lief stated we have 3 companies that submitted their bids: Aerial FX, Kapow Fireworks and Stellar Fireworks, Aerial FX has had our contract the last few years, really the bids were pretty similar in terms of pricing, you're looking at only a little bit of a difference in cost. I would go over the July 4th costs, but since we've ruled that out, we'll talk about the July 1 costs. Aerial for Lansing DAZE for Friday, May 6th is \$5,000, Kapow for Lansing DAZE would be \$4,830, Stellar is \$5000 for Lansing DAZE, and for July 1st Aerial is \$17,000, Kapow Fireworks is \$16,925, and Stellar is \$17,000, just a few differences in the bids: Aerial would do a fully choreographed show where they would supply their own music,

the DAZE show has about 1,730 total shot and shell breaks, the Independence Day show would be about 3,000 total shot and shell breaks, and these shows run about 15 to 20 minutes each. Kapow would also provide music and they would choreograph the show to the music, their shell count for Lansing DAZE is a little bit less than Aerial, they are at 1,052, the Independence Day show they are only about 50 shots less than Aerial, they are at 2,950. Stellar Fireworks, the main difference between them and the others is that they will choreograph to music, however they do not provide the music, so staff would have to provide the music to them to do which would be a little bit more of an effort on our part, but we could do it if that was the decision. Their Lansing DAZE show is 1,778 shot and shell breaks and the Independence Day show is 2,500 shot and shell breaks. As I mentioned, Aerial has been the contractor the last few years, we've been very happy with them and the shows they have provided, but we also thought that Kapow had a good proposal as well. Stellar, just because of the music requirement, that's something we could do, but we wanted to have the contractor supply the music, so that is all that, and I'd be happy to answer any questions.

Councilmember Pawlowski moved to award the contract for the 2016 Fireworks Display to Aerial FX. Councilmember Buehler seconded the motion. The motion was unanimously approved.

Lansing Connection Printing and Distribution Bid for 2016: Councilmember Brungardt moved to award the contract for the printing and distribution of the Lansing Connection to Leavenworth Times in the amount of \$11,600.00. Councilmember Garvey seconded the motion.

- Councilmember Studnicka asked do we get a bang for our buck by doing a quarterly newsletter. Over the years I've always wondered that, with social media and email and our website now has grown, etcetera, is there really a need for that expense?
 - Economic Development/CVB Director Stefanie Lief replied I know from our vantage point there are residents in our community that do not have computers and do not go on social media, it is something they can get to their mailbox at their home and something they can access us and get to know what is going on in the City. It also provides a good avenue to have more thorough stories on what is happening in the City, plus councilmembers have the opportunity to talk about anything they choose to talk about, but we also do an online version we put it in a program called Issue, and so we do have that on the website, so it is just an online version that you can flip through like the newsletter, so we do do that as well, but it is always up for discussion.
 - Councilmember Studnicka stated I just think we have a redundancy in putting this out.
- Councilmember Trinkle stated for what it is worth, I know of about 4 of the elderly couples and widows over in Ward 1 that look for it every quarter.
- Councilmember McNeill asked could we put a mailer out that says it is your option, if you want it we'll take your address down and deliver the Connection to you, and anybody else who just wants to get online can get online, it would be less printing.
- Councilmember Garvey stated this probably doesn't include mailing right, postage.
 - Public Information Officer Ken Miller stated it's everything and postage. When we basically put it online in that Issue that Stefanie referenced, we're basically just taking what was created by the Leavenworth Times under the contract, so we could do an online version but we'd be doing it in-house and I can tell you I don't think it would look as good, and then to Dave's point, when we have turnover in the community.
 - Councilmember McNeill stated so we couldn't have a contract for them to have a printed version and make an electronic version that they give us and we hang on our website.
 - Public Information Officer Ken Miller replied you mean instead of a printed version at all, that's a good question. We could ask them for graphic services, it's something we could look into.
 - Councilmember McNeill stated I'm not saying it is something we have to do this time, but something we could look into.
 - Councilmember Pawlowski stated over the years I ask people when they come to open houses where they hear about it, because it used to be that you'd look in the paper or heard about it, but now it's almost always online, so I think maybe us as a group should ask people do you read it, do you get it, just people we run into to see what their feedback is and maybe next year we could look at it.
 - Councilmember McNeill replied we're supposed to all get it, it's in my mailbox.
 - Councilmember Pawlowski interjected some people just don't read it.
 - Councilmember McNeill stated right, but you could send out something that says this is an optional issue we'd like to know whether or not you'd even go to this website or call our office and let us know if you want a printed copy, we could do that data collection this year, and next year have a small contract for print and an electronic version.
 - Public Information Officer Ken Miller replied we can look into that.

- Mayor Kirby stated can we put something like that in the paper.
 - Public Information Officer Ken Miller replied yeah, we can certainly save some space for that, the only other thing I'm going to add is to what Dave said, when we have turnover in the community, I've heard from people who've just moved into the community that they really like it, now you're in the real estate business you know, how many are we talking about, but I have heard from those folks who like getting it as a nice introduction.
- Councilmember Trinkle stated the older people, the Leavenworth Times is their lifeblood because a lot of them don't own computers, older people don't.
 - Councilmember Brungardt stated but Dave we'd be giving them an option. We've said we would give them the option to receive the hard copy, so I think the vast majority of people are going to use an online version.
 - Councilmember Trinkle stated I'm going to have to disagree, but it's whatever the council wants.
 - Councilmember Pawlowski stated but Dave they'll still have the option to get the hard copy.
 - Councilmember Brungardt stated they need to have the option I agree, I don't want anybody left out.
 - Public Information Officer Ken Miller stated the only thing is we would be paying to have some printed, so I'm wondering what is the price difference in having 500 printing and postage, so I see what you're saying and I think we can ask that several different ways to get a response.
 - Councilmember Studnicka stated we could do a survey over the next year and find out.
 - Councilmember Pawlowski stated and as we have new people move into town maybe we can add that to the process of signing up, do you want this mailed to you or whatever.
 - Mayor Kirby stated so we've got some work to do on that.
 - Economic Development/CVB Director Stefanie Lief stated we also have done several surveys using Survey Monkey online, so again that would only apply to folks who are online as well as some other options.

The motion was unanimously approved.

Request to Purchase Police Vehicles: Councilmember Buehler moved to approve the purchase of two police package patrol vehicles from Landmark Dodge in the amount of \$48,066.00. Councilmember Gardner seconded the motion.

- Councilmember Studnicka asked are we getting Chargers.
 - Police Chief Steve Wayman replied yes sir, these are for two 2016 Dodge police package.
 - Councilmember Studnicka asked I thought we were moving away from Chargers because they weren't holding up.
 - Police Chief Steve Wayman replied the Explorers that we have are all wheel drive, we were mixing out our fleet, so if we have a maintenance issue with it an Explorer it won't go down the line. The Chargers hold up but they do require maintenance. Right now the Explorers are doing enough that I don't know what maintenance problems we may fall in line with those, but always along the line, it's been my intention to mix up the fleet so we don't have the same maintenance issues, and that could change in the future if we have great success with the Explorers, we'll just change out and go straight to the Explorer.
- Councilmember Pawlowski asked about how much per vehicle is the upcharge for outfitting the vehicles after you get them.
 - Police Chief Steve Wayman replied for the 2 vehicles it will be about \$20,000.00.
 - Councilmember Pawlowski stated about \$10,000.00 each.
 - Police Chief Steve Wayman replied yeah, and half of that is the video system, the in-car video system. The 2 cars that are going to come off the road they do have older systems, anything over 5 years old when it comes to the video systems you're just kind of up and down on, and in this day and age if we don't have quality video systems that we are relying on, then we're in a bad way. So yeah, the big cost on that is buying the new in-car video system, and I don't have up-fitters anymore, so I have to outsource up-fitting the cars now. Fred Grenier up-fitted for me, but with him being gone, 9-11 Custom in Overland Park up-fits cars.
- Councilmember Garvey asked did Speedway not submit a bid.
 - Police Chief Steve Wayman replied no, Speedway never submits when it comes to commercial bids, a lot of your dealers won't deal with fleets because there is a lot of codes that they have to have and they just don't deal with them enough, so they just don't have an interest in them and there's not a big

markup for a fleet vehicle in police departments. They get our maintenance when we have to do maintenance or any kind of recalls or anything else, the city goes to them.

- Councilmember Pawlowski asked you don't buy these off of the state contract.
 - Police Chief Steve Wayman replied through Landmark these vehicles are through the M.A.R.C. contract. The state contract is good which is Davis Moore out of Wichita, but Landmark does a M.A.R.C. contract through the Kansas City Metro area and we actually got them cheaper through the M.A.R.C. contract.
- Councilmember Trinkle asked what is it going to cost to put the emergency stuff on that we're not getting here.
 - Police Chief Steve Wayman replied the light bars are coming off the cars, I'm recycling as much product as I can, but there are some additional lights and caging. One of the other new deals is the cage system, I've got to go to a quarter cage for one of these cars because my new hire, Tanner Eddings is 6 foot 10, and doesn't fit in the car with a full cage in it, so one of the things I had to do was look at a quarter cage for the car because we had him go down and sit in all of our cars and just about every one of them, his knees were up and around the wheel.
 - Councilmember Trinkle stated he'd probably fit in the Explorer better.
 - Police Chief Steve Wayman replied we put it in there, we had him sit in it, we went down there and had him check out to see what would work and what wouldn't work, so really just for the safety issue on that, with his knees in inclement weather, he's just going to have to fit in there, we'll have to squeeze him in, but really with the all-wheel drive, they are only driving those when the roads are really bad. That's one I haven't ran across yet, somebody who is as tall as him, I don't have to look up to too many people but I definitely have to look up to him.

The motion was unanimously approved.

Replacement of One-Ton 4x4 Dump Truck with Snowplow and Sander: Councilmember Garvey moved to approve the bid of Zeck Ford in the amount of \$61,642.00 from Fund 80, Equipment Reserve, 80-010-43301.

Councilmember McNeill seconded the motion.

- Councilmember Studnicka asked so we're just talking about the truck here right.
 - Street Superintendent Jeff Focht replied yes sir, it's the truck, sander, and plow.
 - Councilmember Studnicka asked so it's for all 3 items for that price.
 - Street Superintendent Jeff Focht replied yes sir it's for all 3 of them: the truck, plow, and sander.
- Mayor Kirby asked does the snowplow need to be replaced.
 - Street Superintendent Jeff Focht replied yes sir, we've rebuilt it twice and yes sir.
- Mayor Kirby asked and the spreader won't work.
 - Street Superintendent Jeff Focht replied it works but usually when we replace the truck we replace the sanders too.
- Councilmember Trinkle asked what about a shovel.
- Street Superintendent Jeff Focht stated they are both 99's, everything is 99.

The motion was unanimously approved.

Councilmember Pawlowski moved to recess into Executive Session for 15 minutes to discuss personnel matters of non-elected personnel beginning at 7:58 p.m. and resuming at 8:13 p.m. Councilmember Gardner seconded the motion. The motion was unanimously approved.

Councilmember Studnicka moved to return to Open Session at 8:13 p.m. Councilmember Brungardt seconded the motion. The motion was unanimously approved.

Councilmember Studnicka moved to recess into Executive Session for 10 minutes to discuss personnel matters of non-elected personnel beginning at 8:15 p.m. and resuming at 8:25 p.m. Councilmember Brungardt seconded the motion. The motion was unanimously approved.

Councilmember Studnicka moved to return to Open Session at 8:25 p.m. Councilmember Brungardt seconded the motion. The motion was unanimously approved.

REPORTS:

City Attorney: City Attorney had nothing to report.

City Engineer: City Engineer had nothing to report.

City Administrator: City Administrator Tim Vandall stated the creek cleanup start date has been delayed due to weather and will start a week later than originally planned. Creek cleanup will start at the Angel Falls Bridge and will work up 7 Mile Creek until the intersection of 7 Mile and 9 Mile, then will head South down 9 Mile Creek. Items marked as potential obstructions by City Engineer Matt Harding will be cleared with this project. 2 staff members will be present with the crews and will have maps of where they are allowed to be and not allowed to be. The work session next week will begin at 6:30 p.m. at the Museum for a tour, then back to City Hall at 7 p.m.

Governing Body: Councilmember Gardner was impressed with the work on the vehicle bids from both Police and Street Departments. He also thanked the City Administrator and additional staff for coming up with cost saving ideas for the City. He congratulated the museum for their quilting event filling up and selling out quickly. He thanked Economic Development Department for keeping the council informed and updating the website. Lastly, he thanked City Administrator, Tim Vandall for keeping the Council updated and informed of city business. Councilmember Pawlowski asked when the Citywide Clean-up was scheduled.

- City Clerk Sarah Bodensteiner replied Saturday, April 9, 2016 from 8 a.m. to 1:45 p.m.

Councilmember Buehler provided a fun fact, on this day in 1950 George Orwell, author of *Animal Farm* and *1984* died in London, England.

ADJOURNMENT: Councilmember Buehler moved to adjourn. Councilmember Pawlowski seconded the motion. The motion was unanimously approved. The meeting was adjourned at 8:30 p.m.

ATTEST:

Louis E. Kirby, Mayor

Sarah Bodensteiner, City Clerk

CITY OF LANSING
CITY COUNCIL MEETING

SPECIAL MEETING MINUTES
January 28, 2016

Call To Order:

The regular meeting of the Lansing City Council was called to order by Council President Tony McNeill at 6:30 p.m.

Roll Call:

Council President Tony McNeill called the roll and indicated which councilmembers were in attendance.

Councilmembers Present:

Ward 1: Kevin Gardner and Dave Trinkle

Ward 2: Don Studnicka and Andi Pawlowski (arrived at 6:37 p.m.)

Ward 3: Jesse Garvey and Kerry Brungardt

Ward 4: Tony McNeill and Gregg Buehler

Councilmembers Absent: Mayor Gene Kirby

NEW BUSINESS:

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Tour of Museum – 115 E. Kansas Avenue: Museum Site Supervisor Jennifer Myer gave a tour of the museum facility, provided a brief history, and a tour of the archival space.

ADJOURNMENT: Councilmember Buehler moved to adjourn. Councilmember Pawlowski seconded the motion. The motion was unanimously approved. The meeting was adjourned at 6:42 p.m.

ATTEST:

Tony McNeill, Council President

Sarah Bodensteiner, City Clerk

CHARTER ORDINANCE NO. 1-2016

CHARTER ORDINANCE EXEMPTING THE CITY OF LANSING, KANSAS FROM K.S.A. 14-103, 14-201, RELATING TO THE ELECTION OF OFFICERS, THEIR TERMS OF OFFICE, FILLING GOVERNING BODY VACANCIES, TRANSITIONS TO NOVEMBER ELECTIONS, THE APPOINTMENT OF OFFICERS, AND NOMINATION PETITIONS; AND, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT IN CITIES OF THE SECOND CLASS, AND REPEALING CHARTER ORDINANCE 1-2012.

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

Section 1. The City of Lansing, Kansas, by the power vested in it by Article 12, Section 5 of the Kansas Constitution hereby elects to and does exempt itself and make inapplicable to it the provisions of K.S.A. 14-103, 14-201, and L.2015, Chapter 88, § 71 that apply to this city, but are parts of enactments which do not apply uniformly to all cities.

Section 2. The governing body shall consist of a mayor and 8 council members to be elected to terms as set forth herein. The mayor and council members shall be residents and qualified electors of the City of Lansing, Kansas. The governing body of the city may, by ordinance, divide the city into wards and precincts, establish the boundaries thereof, and number the same. The wards shall be as equal in population as practicable. No ordinance redefining wards and precincts shall become effective no later than the filing deadline of the next regular city election.

Section 3. Beginning on the first Tuesday in November, 2016 and every four (4) years thereafter, there shall be elected at large, the position of Mayor for a term of four (4) years. The purpose of this section is to place the election for the position of Mayor on even-numbered years to eliminate the issue of both a mayoral and any then current city council member's election occurring within the same year. This section removes such an election conflict anomaly and places all future council member mayoral candidacies on an equal position before the electorate.

Section 4. A general election of city officers shall take place on the Tuesday succeeding the first Monday in November of 2017. Succeeding elections will be held every two (2) years for all such governing body positions whose four year terms have expired; and one council member from each ward shall be elected at one election, and the other council member from that ward shall be elected at the succeeding election; and the council members shall have four years term.

Section 5. Those governing body positions with terms expiring in April of 2017, shall expire on the second Monday in January of 2018, when the city officials elected in the November 2017 general election take office. The purpose of this section is to stagger the terms of the governing body members to avoid an inexperienced city council taking offices all at the same time

Section 6. Those governing body positions with terms expiring in April of 2019, shall expire on the second Monday in January of 2020, when the city officials elected in the November of 2019 general election take office. The purpose of this section is to stagger the terms of the governing body members to avoid an inexperienced city council taking offices all at the same time.

Section 7. The governing body when a vacancy exists shall appoint by a majority vote of the remaining members, a person to fill the vacancy within 120 days of the vacancy. If the appointment is not made within the 120 day time frame, the governing body shall pass a resolution calling for a special election to fill such vacancy to be held within 45 days of the passage of such resolution. Candidates for the vacant office shall file for such office as provided in K.S.A. 25-2110a, and amendments thereto. The special election shall be conducted by the county election officer. The candidate receiving the highest number of votes for the vacant position shall assume such office upon certification of the election results.

Section 8. The Mayor shall appoint, by and with the consent of the council, the contract positions of City Administrator, Municipal Court Judge, City Attorney, City Engineer, City Prosecutor, and any other officers deemed necessary. Any officers appointed and confirmed by the Council shall hold an initial term of office of not to exceed two years and until their successors are appointed and qualified. Any officers who are reappointed shall hold their offices for a term of two years and until their successors are appointed and qualified, and the council shall specify the duties and compensation of these contract officers, and may abolish any office created by it whenever deemed necessary, provided that such abolishment is not in contravention of existing law.

Section 9. The City Administrator shall appoint and/or hire all other city employees.

Section 10. This Charter Ordinance shall be published once each week for two (2) consecutive weeks in the official city newspaper.

Section 11. This Charter Ordinance shall take effect sixty-one (61) days after the final publication, unless a sufficient petition for a referendum is filed, requiring a referendum to be held on this Charter Ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this Charter Ordinance shall become effective upon approval by a majority of the electors voting thereon.

Section 12. Charter Ordinance 1-2012 is hereby repealed.

Passed and approved by the Governing Body, not less than two-thirds of the members-elect voting in favor thereof, this 4th day of February, 2016.

{SEAL}

ATTEST:

Louis E. Kirby, Mayor

Sarah Bodensteiner, City Clerk

APPROVED AS TO FORM:

Greg Robinson, City Attorney

Published: *Leavenworth Times*

First Publication Date: _____

Second Publication Date: _____

TO: Tim Vandall, City Administrator 

FROM: Terri Wojtalewicz, Library Director

DATE: January 28, 2016

SUBJECT: Appointment – Lansing Community Library Board

There is a vacancy on the Lansing Community Library Board due to resignation. Susan Connelly has expressed interest in serving on the Lansing Community Library Board. She has met with the Lansing Community Library Board members at the January 26th board meeting, at which the Lansing Community Library Board passed a motion to recommend Susan for appointment.

Staff recommends a motion to appoint Susan Connelly to the Lansing Community Library Board to fill the vacancy for the term ending April 30, 2018.



CITY OF LANSING

800 First Terrace

Lansing, Kansas 66043

Telephone: 913-727-3036 * Fax: 913-828-4579

www.lansing.ks.us

APPLICATION FOR LIBRARY BOARD MEMBER

Name: Susan Connelly

Lansing Address: 24242 147th Leavenworth KS 66048

Home Phone: 913-240-3350 *though this address says Leavenworth, it is part of the city of Lansing.*

Secondary Phone: same

E-mail: sconnelly@sunflower.com

Please attach a written statement expressing your interest in being appointed to the Lansing Community Library Board. Your written statement should address the following three topics:

1. Qualifications for the position.
2. Desired accomplishments as a Board Member.
3. Willingness to attend board meetings and trustee training.

Also attach the name, address, and telephone number of three personal references.

This appointment is to fulfill a Library Board term of four years. Applicants must be a resident of Lansing in the USD 469 school district, 18 years of age, a U.S. citizen, and registered to vote.

All applications should be returned to Lansing City Hall, marked to the "Attention of the City Clerk" by Friday, January 15, 2016 by 5:00 p.m.

Application for Library Board Member
Written Statement

Qualifications

As a retired teacher, I feel I am qualified to be a part of the Lansing Library Board. Being certified Kindergarten through Grade 12, I have been able to teach all grade levels. After continuing my own education, I taught as an adjunct at the University of St. Mary. Reading is fundamental to any accomplishments one desires to achieve.

I have recently retired from teaching. Understanding the importance of reading for everyone, I started reading with high school youth, helping to form a book club based out of the Lansing Library. Starting in January, 2016, I will also be assisting with bringing the library to the residents of Twin Oaks.

Desired Accomplishments

Looking to the future is the primary reason for the Library Board. How can the library serve the needs and desires of the community? How can these needs and desires be identified? How can the library reach out to those who are unable to come to the library, i.e. retirement communities? To be able to accomplish these goals is my desire.

The library has already done this in becoming part of a bigger system, and making available books for those who desire ebooks. I would help with the look to the future in helping our library to grow.

Willingness to attend meeting and trustee training

As part of the Board I would be willing to attend the meetings as scheduled, and to look for ways that would advance my ability to help the library. Communication and collaboration are both important and I would need to be an active member of the Board to accomplish both.

References

Dan Wakeman
911 Oakmont Dr.
Lansing, KS 66043
913.683.3940 cell
dwakeman54@gmail.com

Dr. Brian Hughes
University of St. Mary
Theology Dept.
4100 S. 4th Street
Leavenworth, KS 66048
913.682.5151 work
617.817.6367 cell
brian.hughes@stmary.edu

BJ Scully
1200 Wellington Dr.
Leavenworth, KS 6048
913.547.1067
bjscully68@kc,rr.com

Pc

LANSING ACTIVITY CENTER

Facility Request Form

NAME OF PERSON REQUESTING FACILITY: Brian T. Pfannenstiel (Lansing Boy Scouts Troop 165)

(The person named here must pay for the rental fees, will be refunded the damage deposit, if applicable, and will be held responsible for the facility.)

Purpose of Function: Troop Anti-Campout (Lock-In)

Address: 22826 175th St. City: Leavenworth State/Zip: KS 66048

Telephone: (Home) (913) 775-3906 (Work) (816) 760-7871

(Cell): _____

Date(s) Requested	Day of Week	Time Requested
<u>February 27, 2016</u>	<u>Saturday</u>	<u>7:45 PM</u> To <u>6:00 AM</u>
_____	_____	To _____

Please check the category that applies to this reservation request:

- | | |
|--|--|
| ☐ Lansing Resident | ☐ #101 Meeting Room (capacity up to 30) |
| ☒ Lansing Civic Non-Profit or Senior Citizen Group | ☐ #106 Meeting Room (capacity up to 25) |
| ☐ City Function | ☐ #201 Meeting Room (capacity up to 30) |
| ☐ Non-Resident | ☐ #205 Meeting Room (capacity up to 30) |
| | ☐ Gym (capacity up to 200) |

Number of people attending: 35 How many tables? 3 How many chairs? 15
(Tables & chairs available: 14 rectangle tables 6' length-seats six / 46 chairs)

Other Information: _____

1. Will food or refreshments be served? ☒ Yes ☐ No
2. Is this a private party? ☐ Yes ☒ No
 - a. *(A private party is a gathering where invitations are sent or given. Tickets may not be sold at the door or prior to the event.)*

STATEMENT OF RESPONSIBILITY:

As a condition precedent to the issuance of a permit for the use of facility at the Lansing Activity Center, I, the undersigned, knowingly and voluntarily assume the responsibility to abide by any and all county, state, and federal laws, city ordinances, and rules and regulations governing the use of the rooms on this request. It is further understood that the City of Lansing, Kansas, its officials, officers, and employees, are not responsible for accidents, injuries, illness, disaster, or loss to group or individual property relating to the use of the Lansing Activity Center. Furthermore, I agree to pay any rental fees, cleaning/damage deposit, and setup fees at the time reservations are made and agree to comply with the rules and regulations as stated in the rental policy. Following is a partial list of rules and regulations that may result in loss of cleaning/damage deposit.

1. Application will serve as reservation and must be made in person (no telephone reservations will be accepted.)
2. Rental fees and cleaning/damage deposit must be paid at the time reservations are made.
3. No adhering decorations on walls or ceilings. No loose glitter sparkles or sequins may be used for decorations.
4. All trash, debris, decorations, etc. shall be removed at the conclusion of the room rental. All spills must be cleaned up. The City staff will remove tables and chairs and normal floor cleaning only. If, after an activity, additional custodial maintenance is required (other than the normal cleaning process) the applicant may be charged accordingly.
5. Smoking is not permitted anywhere inside the building. Failure to comply will result in forfeiture of the deposit.
6. Person named on facility request form shall be responsible for their guests and compliance with the rules and regulations.
7. Any cancellation less than two weeks prior to the contracted function will result in forfeiture of all fees.
8. Fee waivers are available upon request.
9. Additional charges may be assessed if damage or cleaning requirements exceed the deposit.
10. Reservations without an advanced notice of two (2) weeks will be considered based upon staff availability.

Applicant's Signature:  Date: 1/21/16

(Attached are the Activity Center Diagram and Reservation Fees.)

ACTIVITY CENTER FEE SCHEDULE

Description	Classroom	Gym	Cleaning/Damage Deposit
Resident	\$5.00 per hour	\$15.00 per hour	\$75.00
Non-Resident or Business	\$15.00 per hour	\$30.00 per hour	\$150.00
<i>Room(s) will be available one hour before the function.</i>			

Room Set-up:

COMMENTS:

Room Set-up:

STAFF USE ONLY:

_____ hours x \$ _____ per hour = \$ _____

Cleaning/Damage Deposit \$ _____

Key # _____

TOTAL DUE \$ _____

Amount Paid \$ _____

Balance Due \$ _____

ACCOUNT STATUS:

Rental Receipt # _____ ☐ Cash ☐ Check

Deposit Receipt # _____ ☐ Cash ☐ Check

Staff Member Signature _____ Date _____

Fee waiver applications must be received 10 working days
Prior to the date of Activity Center room reservation.
A cleaning / damage deposit is required for all reservations,
Including approved fee waivers.

Applicant informed by: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MHBT Inc.
8144 Walnut Hill Lane, 16th Fl
Dallas TX 75231

CONTACT
NAME:
PHONE
(A/C No. Ext): 972-770-1600 FAX
(A/C No.): 972-770-1699
E-MAIL
ADDRESS:

INSURED Boy Scouts of America, National Council and
All of its affiliates and subsidiaries including:
• Heart of America Council, Boy Scouts of America
• 10210 Holmes Road
• Kansas City, MO 64131

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Insurance Co.	24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 902318861

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		MWZY301262	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER.					\$
	☒ POLICY ☐ PRO-JECT ☐ LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only for the limits of liability specified in such contract for the event specified herein.

Use of Certificate Holder's property for all Heart of America Council, Boy Scouts of America official Scout meetings and activities throughout the policy period.

CERTIFICATE HOLDER

City of Lansing
800 1st Ter
Lansing, KS 66043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

It is agreed that the Persons or Entities insured provision is amended to include:

City of Lansing is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only for the limits of liability specified in such contract for Heart of America Council's use of City of Lansing property for all official Scout meetings and activities during the policy period.

Nothing herein shall operate to increase the insurers per occurrence liability limit of \$1,000,000.

AI-883

Policy Number: MWZY 301262

Insured: Boy Scouts of America, National Council and all of its affiliates and subsidiaries and all Local Councils and all their affiliates and subsidiaries and Learning for Life

Effective Date: 03/01/14

Expiration Date: 03/01/15

Countersignature of Authorized Representative: *Gary Nies*

Date: 02/07/14

RELEASE OF LIABILITY & AGREEMENT TO INDEMNIFY

The City of Lansing has authorized or granted permission to the "Sponsor" to conduct certain "Activities" at the "Location," all of which are identified as follows:

Sponsor:

Boyscout Troop 165 – Brian Pfannenstiel

Activities, including all other conduct related thereto:

Anticampout – overnight stay

Location:

Lansing Activity Center

For myself and/or on behalf of any minor child and/or dependent of mine identified below (individually and collectively referred to herein as "Participant"), I acknowledge and accept: (a) that participation in the Activities is voluntary; (b) that I am aware, and am fully satisfied with my understanding, of the nature of the Activities, the abilities and limitations of any Participant with respect to the Activities, and the nature of the involvement of Participant in the Activities, and (c) that there is an inherent risk that injuries, damages and even death may occur as a result of participation in the Activities.

Nevertheless, in consideration of the City of Lansing's authorization and/or grant of permission concerning the Activities, I, for myself, and/or any other Participant, and all related heirs, executors, administrators and assigns, and any other person or entity claiming by or through the rights of any Participant, including me, forever release, discharge and hold harmless the City of Lansing, its elected officials, and any of its employees and agents (individually and collectively referred to herein as the "City of Lansing Released Parties") from any and all claims, demands, and causes of action, including without limitation those for personal or bodily injury or death, based on, arising out of, or related to participation in the Activities.

In addition, I also agree to supervise any minor child and/or dependent of mine identified below and withdraw him/her from participation if he/she is unfit to participate in the Activities or if I observe any actual or impending danger to his/her health or other well-being, and I agree to indemnify and hold the City of Lansing Released Parties harmless from all liability, costs and damages, including attorney fees, if I fail to supervise him/her and/or fail to withdraw him/her from participation in the Activities and/or if any Participant, including me, asserts a claim, demand, and/or cause of action released above.

I have read, fully understand, and voluntarily agree to the foregoing.

Participant Name

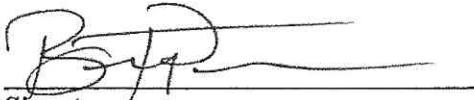
Signature of Participant (or of Parent/Legal Guardian if Minor Participant)

Date: _____

I understand that as the sponsor of this event it is my responsibility to collect and return to the City of Lansing in a timely manner "RELEASE OF LIABILITY & AGREEMENT TO INDEMNIFY" forms from all individuals that are involved with this event as a participant, volunteer or otherwise.

Brian T. Pfannenstiel

Sponsor Name


Signature

01/21/2016

Date

PC

AGENDAGENDAGENDA ITEM # 5

Jason Crum

From: Jim Bradford <jbradford@abiattachments.com>
Sent: Friday, January 15, 2016 3:09 PM
To: Jason Crum
Subject: Updated quote for the Force

Jason,

Here's your updated quote for the Force.
Have a great weekend!

Quote

Customer Copy



520 S. Byrkit Street Mishawaka, IN 46544
877-788-7253 (toll free) | 574-674-5902 (fax)

Quote for:	Quote Date:	1/7/2016
City of Lansing Parks and Rec	Ship Date:	1/1/1900
Cody Burnett	Quote #:	106445-240269
	Terms:	Credit Card
	P.O. #:	
Lansing, KS 66043	Tax Exempt #:	
Phone: 913-727-2960		
	FrtCo:	.XPO/Conway Logistics
	FrtTerms:	FOB Destination: Mishawaka, IN
Shipping Address:	Pro Num:	
City of Lansing Parks and Rec	Tracking Num:	
	Sales Rep:	
	Sold By:	jimbradford
Lansing, KS 66043		

<u>ProductID</u>	<u>Description</u>	<u>QTY</u>	<u>Price</u>	<u>Total</u>
ABI-S360	ABI Force (with Scarifiers and Finish Combs)	1	\$14,500.00	\$14,500.00
80911	.ABI Force Aerator Head Attachment	1	\$1,695.00	\$1,695.00
ABI-S360CMMND	.ABI FORCE COMMAND SERIES DECAL	1	\$0.00	\$0.00
10-90105	.ABI Force Edger	1	\$750.00	\$750.00
80917-H	.ABI Force Hydraulic Drive 120Lb Hopper	1	\$1,395.00	\$1,395.00
IR-CMLB-6	.Coco Mat & Level Bar 6'	1	\$425.00	\$425.00

IR-BRM-7	.Fine Finish Broom for Infield Rascal/Force 7'	1	\$325.00	\$325.00
IR-PB	.PROFILE BLADE FOR INFIELD RASCAL/FORCE (Set of 2 Blades)	1	\$195.00	\$195.00
FRCREHYDLFT	.Rear Hydraulic Lift for the ABI Force	1	\$445.00	\$445.00
IR-RGDRGMTLVBR	.Rigid Drag Mat & Level Bar for Infield Rascal/Force 6'	1	\$345.00	\$345.00
IR-VFD-5-3800	.VibraFlex 5' Drag 3800	1	\$495.00	\$495.00
10-99029	.Force Solid Finishing Blade Complete	1	\$275.00	\$275.00
10-90137	Assembly; Toothed Blade for Force Grading Blade	1	\$80.00	\$80.00
				SubTotal: \$20,925.00

Product SubTotal:	\$20,925.00
Product Tax:	\$0.00
Shipping & Handling Charge:	\$517.83
Shipping & Handling Discount:	(\$317.83)
Premium Freight Discount:	(\$200.00)
Total:	\$20,925.00
Amount Paid:	\$0.00
Balance Due:	\$20,925.00

Your Total Savings: (\$517.83)

Serial Num:

Invoice Comments: All Payments Must Be Received In Full and in US Dollars.
Thank You.

This Quote is Valid Until: 1/31/2016

Thank you for your purchase. If state and local sales tax is not included on your invoice, you may still be responsible for the sales tax on this purchase. Please consult with your tax advisor or the Department of Revenue for any tax liabilities.

24/7 Online Support Center
<http://www.ABIabsolute.com/support>

Jim Bradford
Senior Product Specialist



ABI-Absolute Innovations, Inc.
520 S. Byrkit Ave.
Mishawaka, IN 46544

LIMITED WARRANTY
24 MONTH (OR 1500 HR) CHASSIS
3-YEAR VANGUARD ENGINE



ABI FORCE®
STAND-ON MULTI-TASK MACHINE

NOTE: TERMS & CONDITIONS FOR 3-YEAR VANGUARD ENGINE WARRANTY ARE ATTACHED FOLLOWING CHASSIS TERMS & CONDITIONS

ABI FORCE® CHASSIS TERMS & CONDITIONS

“ABI” means **Absolute Innovations, Inc.** 1320 Third Street, Osceola, IN 46561 - 877.788.7253

The **ABI FORCE®** is warranted for thirty-six (36) months, from the original invoice date, against defects in materials and/or workmanship when put to normal and designed consumer or commercial use. This warranty is only valid on new equipment to the original purchaser with proof of purchase.

For the purpose of the warranties, “normal & designed use” refers to such uses shown in **ABI** marketing materials, websites & videos specific to the “ABI FORCE®” and does not include misuse, abuse, accidents, or damage due to inadequate maintenance. However, final judgment of “normal & designed use” is the sole opinion of **ABI**.

The warranty holder is responsible for performing reasonable and proper maintenance. The warranty holder is further responsible for performing replacement of normally wearing parts at additional consumer expense. **Attachments and options purchased and approved by ABI for use on the ABI Force® are also covered under this 2-year (1500 hour) term.** This includes the VibraFlex drag, drag mat, broom, seed & fert spreader, etc. Additionally, **ABI** in no way warrants tires, tubes, electric actuators or other trade accessories since these items are warranted separately by their respective manufacturers; however **ABI** will assist in the processing of these warranty claims.

ABI's obligation and or liability, under this warranty, of any product defect or claim for injury or damages is limited to repair or replacement of the product, or payment of the reasonable cost of repair or replacement of the product, at **ABI's** sole discretion. During the warranty period, warranty replacement parts or replacement product will ship by a standard method at no charge to the warranty holder, in the United States & Canada only. Expedited shipping of warranty parts or replacement product is the responsibility of the warranty holder.

To secure warranty service the warranty holder must, (1) report the defect immediately to **ABI** customer service for warranty consideration within the applicable warranty term in writing and discontinue use of the product; (2) present photographic evidence of the warranty claim and valid proof of purchase; (3) return the product or part to **ABI** or independent service technician within 30 days of defect discovery or failure for return, inspection or repair, if required. If **ABI** is unable to repair the product to conform to the warranty after a reasonable number of attempts, **ABI** will provide, at its option, one of the following: (a) a replacement for the product or, (b) a full refund of the purchase price after the defective product is returned to **ABI**. Repair, replacement, or refunds are the warranty holder's EXCLUSIVE remedies against **ABI** under this limited warranty.

ABI IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Equipment purchased used; (2) Any equipment that has been altered or modified in ways not approved by **ABI**, including, but not limited to, unauthorized repair, and acts of God; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, abuse, lack of proper protection during storage or use, vandalism, the elements, collision or accident; (4) Normal maintenance/wear parts and/or service, including but not limited to, tips, shanks, teeth, finish rakes, chains, switches, pins, bolts, profile blades, tires, rims and bearings. Periodic replacement of normally wearing parts is the responsibility of the warranty holder.

To the extent permitted by law, **the limited warranty stated above is the exclusive warranty given by ABI, to the original purchaser, and ABI disclaims any other warranties. There are no other warranties, either express or implied, including any warranty of merchantability, fitness for a particular purpose, or arising from course of dealing or trade usage. ABI shall not be liable in any event for incidental or consequential or other special damages under any theory of strict liability or negligence, or expenses of any kind, including, but not limited to, personal injury, damage to property, cost of equipment rentals, loss of profit, or cost of hiring services to perform tasks normally performed by these products. ABI reserves the right to make improvements in design or changes in specifications at any time, without incurring any obligation to owners of units previously sold.**

Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction.

Owner Responsibilities

As the product owner, you are responsible for required maintenance and adjustments stated in your Operator's Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.

Items & Conditions Not Covered

Not all product failures or malfunctions that occur during the warranty period are defects in materials or workmanship. This warranty does not cover the following:

- Product failures which result from the use of non-ABI approved replacement parts, or from installation and use of add-on, or modified non-ABI approved branded accessories and products. A separate warranty may be provided by the manufacturer of these items.
- Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain your ABI product per the Recommended Maintenance listed in the Operator's Manual can result in claims for warranty being denied.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts subject to consumption through use unless found to be defective. Examples of parts which are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greasable), bed knives, spark plugs, caster wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc.
- Failures caused by outside influence. Conditions considered to be outside influence included, but are not limited to: weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration. Normal "wear and tear" includes, but is not limited to: damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.

Parts

Parts scheduled for replacement as required maintenance are warranted for the period of time up to the scheduled replacement time for that part. Parts replaced under this warranty are covered for the duration of the original product warranty and become the property of ABI. ABI will make the final decision whether to repair any existing part or assembly or replace it. ABI may use remanufactured parts for warranty repairs.

Maintenance is at Owner's Expense

Engine tune-up, lubrication, cleaning and polishing, replacement of filters, coolant, and completing recommended maintenance are some of the normal services ABI products require that are at the owner's expense.

LIMITED WARRANTY

Briggs & Stratton Corporation will repair or replace, free of charge, any part(s) of the engine that is defective in material or workmanship or both. Transportation charges on product submitted for repair or replacement under this warranty must be borne by purchaser. This warranty is effective for and is subject to the time periods and conditions stated below. For warranty service, find the nearest Authorized Service Dealer in our dealer locator map at BRIGGSandSTRATTON.COM, or by calling 1-800-233-3723, or as listed in the 'Yellow Pages'.

There is no other expressed warranty. Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to one year from purchase, or to the extent permitted by law. All other implied warranties are excluded. Liability for incidental or consequential damages are excluded to the extent exclusion is permitted by law. Some states or countries do not allow limitations on how long an implied warranty lasts, and some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state and country to country.

STANDARD WARRANTY TERMS * ▲

Brand/Product Type	Consumer Use	Commercial Use
Vanguard™ ■	3 years	3 years
Extended Life Series™; I/C®; Intek™ I/C®; Intek™ Pro; Commercial Turf Series™ Professional Series™ with Dura-Bore™ Cast Iron Sleeve; 850 Series™ with Dura-Bore™ Cast Iron Sleeve; Snow Series MAX™ with Dura-Bore™ Cast Iron Sleeve All Other Briggs & Stratton Engines Featuring Dura-Bore™ Cast Iron Sleeve	2 years	1 year
All Other Briggs & Stratton Engines	2 years	90 days

* These are our standard warranty terms, but occasionally there may be additional warranty coverage that was not determined at time of publication. For a listing of current warranty terms for your engine, go to BRIGGSandSTRATTON.COM or contact your Authorized Briggs & Stratton Service Dealer.

▲ Home Standby Generator applications: 2 years consumer warranty only. No commercial warranty. This warranty does not apply to engines on equipment used for prime power in place of a utility. **Engines used in competitive racing or on commercial or rental tracks are not warranted.**

■ Vanguard installed on standby generators: 2 years consumer use, no warranty commercial use. Vanguard installed on utility vehicles: 2 years consumer use, 2 years commercial use. Vanguard 3-cylinder liquid cooled: see Briggs & Stratton 3/LC Engine Owner Warranty Policy.

The warranty period begins on the date of purchase by the first retail consumer or commercial end user, and continues for the period of time stated in the table above. "Consumer use" means personal residential household use by a retail consumer. "Commercial use" means all other uses, including use for commercial, income producing or rental purposes. Once an engine has experienced commercial use, it shall thereafter be considered as a commercial use engine for purposes of this warranty.

No warranty registration is necessary to obtain warranty on Briggs & Stratton Products. Save your proof of purchase receipt. If you do not provide proof of the initial purchase date at the time warranty service is requested, the manufacturing date of the product will be used to determine the warranty period.

About Your Warranty

Briggs & Stratton welcomes warranty repair and apologizes to you for being inconvenienced. Any Authorized Service Dealer may perform warranty repairs. Most warranty repairs are handled routinely, but sometimes requests for warranty service may not be appropriate.

If a customer differs with the decision of the Service Dealer, an investigation will be made to determine whether the warranty applies. Ask the Service Dealer to submit all supporting facts to his Distributor or the Factory for review. If the Distributor or the Factory decides that the claim is justified, the customer will be fully reimbursed for those items that are defective. To avoid misunderstanding which might occur between the customer and the Dealer, listed below are some of the causes of engine failure that the warranty does not cover.

Normal wear: Engines, like all mechanical devices, need periodic parts service and replacement to perform well. Warranty will not cover repair when normal use has exhausted the life of a part or an engine. Warranty would not apply if engine damage occurred because of misuse, lack of routine maintenance, shipping, handling, warehousing or improper installation. Similarly, warranty is void if the serial number of the engine has been removed or the engine has been altered or modified.

Improper maintenance: The life of an engine depends upon the conditions under which it operates, and the care it receives. Some applications, such as tillers, pumps and rotary mowers, are very often used in dusty or dirty conditions, which can cause what appears to be premature wear. Such wear, when caused by dirt, dust, spark plug cleaning grit, or other abrasive material that has entered the engine because of improper maintenance, is not covered by warranty.

This warranty covers engine related defective material and/or workmanship only, and not replacement or refund of the equipment to which the engine may be mounted. Nor does the warranty extend to repairs required because of:

- 1 Problems caused by parts that are not original Briggs & Stratton parts.
- 2 Equipment controls or installations that prevent starting, cause unsatisfactory engine performance, or shorten engine life. (Contact equipment manufacturer.)

- 3 Leaking carburetors, clogged fuel pipes, sticking valves, or other damage, caused by using contaminated or stale fuel.
- 4 Parts which are scored or broken because an engine was operated with insufficient or contaminated lubricating oil, or an incorrect grade of lubricating oil (check and refill when necessary, and change at recommended intervals). OIL GARD may not shut down running engine. Engine damage may occur if oil level is not properly maintained.
- 5 Repair or adjustment of associated parts or assemblies such as clutches, transmissions, remote controls, etc., which are not manufactured by Briggs & Stratton.
- 6 Damage or wear to parts caused by dirt, which entered the engine because of improper air cleaner maintenance, re-assembly, or use of a non-original air cleaner element or cartridge. At recommended intervals, clean and/or replace the filter as stated in the Operator's Manual.
- 7 Parts damaged by over-speeding, or overheating caused by grass, debris, or dirt, which plugs or clogs the cooling fins, or flywheel area, or damage caused by operating the engine in a confined area without sufficient ventilation. Clean engine debris at recommended intervals as stated in the Operator's Manual.
- 8 Engine or equipment parts broken by excessive vibration caused by a loose engine mounting, loose cutter blades, unbalanced blades or loose or unbalanced impellers, improper attachment of equipment to engine crankshaft, over-speeding or other abuse in operation.
- 9 A bent or broken crankshaft, caused by striking a solid object with the cutter blade of a rotary lawn mower, or excessive v-belt tightness.
- 10 Routine tune-up or adjustment of the engine.
- 11 Engine or engine component failure, i.e., combustion chamber, valves, valve seats, valve guides, or burned starter motor windings, caused by the use of alternate fuels such as, liquified petroleum, natural gas, altered gasolines, etc.

Warranty service is available only through authorized service dealers by Briggs & Stratton Corporation. Locate your nearest Authorized Service Dealer in our dealer locator map on BRIGGSandSTRATTON.COM or by calling 1-800-233-3723, or as listed in the 'Yellow Pages'.

Sole Source Document

City of Lansing Parks & Rec
Jason Crum



ABI SportsTurf
520 S. Byrkit Ave
Mishawaka, IN 46544

Jason,

ABI SportsTurf is a division of Absolute Innovations, Inc. located in Mishawaka, Indiana. ABI is a direct sell company who has designed the configuration and ground engaging components for the product described as the ABI Force.

Absolute Innovations, Inc. purchases the basic chassis from L.T. Rich out of Lebanon Indiana but has an exclusive configuration and world wide licensing agreement in the sports turf market.

Because Absolute Innovations, Inc. has no dealers, or distributors, and L.T. Rich cannot sell the ABI configuration of their zero turn chassis, ABI Sports Turf is the only place in which an ABI Force can be purchased.

Beyond the exclusiveness of the zero turn chassis, ABI has designed all of the ground engaging components for the ABI Force such as the VibraFlex nail board, Profile Blades and all of the rear mount attachments. These ground engaging attachments are made and distributed from Absolute Innovations, Inc. in Osceola Indiana and are not available through any other means worldwide.

I hope that this Sole Source Letter serves your needs and satisfies your requirements for the purchase of the ABI Force.

Sincerely,

Scott Holmes
Executive Vice President/Owner
Absolute Innovations, Inc.





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A motion to approve or deny the Lansing Living Legacy Tree Program.

6



City of Lansing

Living Legacy Tree Program Policy

Request Procedure:

Members of the public may submit a request to sponsor a Living Legacy Tree to the Parks and Recreation Department for consideration using the provided form. Completed donation forms should be delivered to the Parks and Recreation Department at 108 S. 2nd Street, Lansing, KS 66043.

The Parks and Recreation Director/City Administrator will review donation requests with the appropriate staff. The donation requests review process will be completed in a timely manner, typically within 2 weeks of receipt. The City of Lansing retains the right to either accept or deny any donation requests.

Upon approval of any donation request, the donor will be notified. At the time of notification, the donor shall remit payment to the Lansing Parks and Recreation Department.

Maintenance and Duration:

Donations made become the property of the City of Lansing and all maintenance will be provided by the Parks and Recreation Department. The City can offer no guarantee or legal obligation to maintain or replace donated resources that are vandalized, lost, stolen or otherwise damaged or destroyed.

The City reserves the right to relocate or remove donated items when required for necessary park operations or repair.

In the event of loss, or when the item becomes unserviceable, efforts will be made to contact the donor. Under such circumstances, the donor will be given the opportunity to replace the item.

Special Privileges:

Submitting a donation shall not entitle the donor to any special privileges or use of any donated item.

Corporate logos:

Corporate names, not logos, etc., may be used as a donor name in the application.

Locations:

Special location requests may be made by the applicant. If the selected location is deemed unsuitable, staff will contact the potential donor to discuss other options. City of Lansing staff reserves the right to deny a location for any reason.

Plaque:

If requested, an engraved plaque will be purchased and installed by City of Lansing staff. All maintenance to the plaque will be performed by City of Lansing staff. All requested text must be appropriate for a public location. The City of Lansing reserves the right to deny the requested text for any reason. No other types of markers are allowed.

Species:

The species will be selected from the Northeast Kansas Preferred Species List prepared by the Kansas Forest Service. City of Lansing staff may require a specific size (small, medium, or large) based on the location request. City staff reserves the right to recommend alternative species due to location, availability, disease resistance or any other reason.



Lansing Living Legacy Tree Application Form

Please complete this form and submit it to the City of Lansing Parks and Recreation Office, 108 S. 2nd Street, Lansing, KS 66043. A staff member will contact you upon approval of the application or for any questions.

Donor Name: _____

Donor Address: _____

Home Phone: _____ Cell / Work Phone: _____

1. Which species of tree(s) would you like to plant? _____

2. Please circle the location that you are requesting for planting: City Park, Willow Park, Kenneth W Bernard Community Park, Other _____

3. Please choose the wording for the plaque if desired (please choose one):

☐ In Honor of

☐ In Memory of:

☐ In Recognition of:

☐ In Celebration of:

☐ Other Special wording request:

☐ I have received, read and understand the Living Legacy Tree Program Policy.

Signature

Date



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this 7th day of October, 2013, in Leavenworth County, Kansas, by and between the City of Lansing, Kansas ("Client"), and Design Energy Group, ("Engineer").

SECTION 1 – ENGINEER’S DUTIES

Engineer shall provide complete and thorough professional observation of the new Lansing High School and Sports Complex 1412 147th Street, and of the remodeling of the existing Lansing High School in Lansing, Kansas. The work will include observation of foundations, structural, mechanical, electrical, plumbing, roofing, fire rated partitions, and non-structural elements. Engineer shall provide a written report regarding said observations to the Client, the Construction Manager, and the trade Contractors. All reports must be reviewed by a Professional Engineer, licensed in the State of Kansas. Engineer understands that time is of the essence in this work and shall submit such reports in a timely fashion and shall, at a minimum, abide by the following schedule:

- a. The written report on building code observations at the building within three working days of the observation;
- b. The written report shall be delivered to the Client monthly by mail and to the Contractor's box at the construction site;
- c. The Engineer shall provide additional letter form reports as required to notify the Client of any conflicts, code violations, or potential "problems" as observed by the Engineer.

Observations, under this agreement, will be scheduled as needed and as requested by the Contractors. The Engineer will respond to requests by the Contractors for observations on a 24-hour notice.

The Engineer will NOT provide quality control, contract compliance, design services, soils tests, concrete sampling or test, or OSHA/safety compliance as a part of this contract.

SECTION II – COMPENSATION

The Client shall pay the Engineer in accordance with the following schedule in ½ hour increments with a four hour per site visit minimum, including travel time, Principal Engineer at \$125.00 per hour, Senior Engineer, and Architect at \$100.00 per hour. Compensation under this agreement shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00), exclusive of reimbursables listed below. The Client agrees to remit such payment to Engineer within 30 days of receipt of the Engineer's invoice. Reimbursables shall include travel at \$0.56/Mile and other expenses at cost plus 10%.

SECTION III – TERM OF AGREEMENT

The term of this Agreement shall be for two years and three months, commencing on the 8th day of October 2013 and shall terminate on September 31, 2015 or until terminated by either party in accordance with Section IV of this Agreement

SECTION IV – TERMINATION

Either party may terminate this Agreement for its convenience upon seven (7) days written notice to the other party, provided, however, that Engineer may not terminate the Agreement without completing any project delivered to it prior to said notice of termination. Upon termination, Engineer shall return all documents and pending reports to the Client and the Client shall, within 30 days of receipt of a final invoice from the Engineer, pay the Engineer for sums for work incurred prior to the date of termination.

SECTION V – INSURANCE

Engineer shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the Client. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the Client.

The Engineer is required to carry insurance while performing the proposed work for the Client. The Engineer will name the City as additional insured and will furnish a Certificate of Insurance to the Client on execution of this proposal.

Minimum limits for General Liability, Automobile Liability, and Employer's Liability are as follows:

1. Professional Liability

Consulting Engineer shall maintain insurance coverage for two (2) years beyond the term of this Agreement, Professional Liability Insurance in an amount not less than One Million Dollars (\$1,000,000), each claim/aggregate, and shall provide Client with certification thereof.

2. General Liability

(a) General Aggregate.....	\$1,000,000.00
(b) Products / Completed Operations Aggregate.....	\$1,000,000.00
(c) Personal and Advertising Injury (Each Person).....	\$100,000.00
(d) Each Occurrence.....	\$100,000.00
(e) Fire Damage (any one fire).....	\$100,000.00

3. Automobile Liability

(a) All autos Combined Single Limits (CSL).....	\$1,000,000.00
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(b) Uninsured motorists.....\$1,000,000.00
(c) Excess Liability..... Their Limit
Umbrella policy may be used to meet coverage limits.

Policy shall protect the Engineer against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either of the above-specified amounts. Limits of liability protection are the same as the limits for the General Liability section.

4. Notice of Claim Reduction of Policy Limits

The Engineer, upon receipt of notice of any claim in connection with the Proposal, shall promptly notify the Client, providing full details thereof, including an estimate of the amount of loss or liability.

The Engineer shall promptly notify the Client of any reduction in limits of protection afforded under any policy listed in the Certificate in excess of \$1,000,000.00, whether or not such impairment came about as a result of this Contract.

In the event the Client shall determine that the Engineer's aggregate limits of protection shall have been impaired or reduced to such extent that the Client shall determine such limits inadequate for the balance of the project, the Engineer shall, upon notice from the Client, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the Client. In the event the Client shall determine that the Engineer's aggregate limits of protection are inadequate, The Client shall reimburse the Engineer for additional costs.

SECTION VI – ASSIGNMENT

The parties hereto agree that neither shall assign, sublet, delegate or transfer their interest or duties in this Agreement without the written consent of the other party and further agree that this Agreement binds the parties, and their heirs and successors.

SECTION VII – PRIOR STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior written or verbal statements of any representative of the parties hereto and such statements form no part of this Agreement. The parties acknowledge that this Agreement may not be amended or modified except in writing signed by both parties hereto.

SECTION VIII – OTHER SERVICES AND CLIENTS

Nothing in this agreement shall prevent the Engineer from engineering and design work, or other engineering services for any client public or private. The parties to this agreement shall not be constricted or barred from other agreements of services.

SECTION IX – INDEPENDENT ENGINEER

The Engineer is an independent contractor and as such is not an employee of Client. The Engineer is responsible for any and all federal, state and local taxes.

SECTION X – EQUAL OPPORTUNITY

The Engineer shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations the Engineer shall include the phrase, "equal opportunity employer"; if the Engineer shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by Client; if the Engineer is found guilty of a violation of the Kansas act against discrimination or any other act banning discrimination or retaliation, under a decision or order of the commission which has become final.

SECTION XI – APPLICABLE LAW

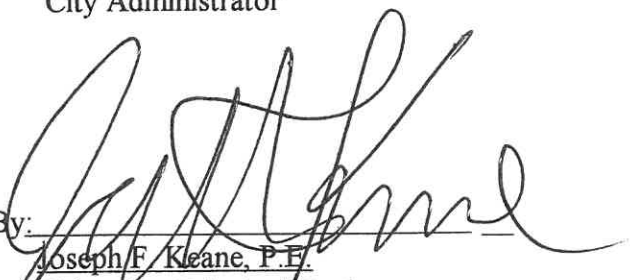
This Agreement shall be construed under the laws of the State of Kansas. The venue for any litigation arising from this agreement shall be in the District Court of Leavenworth County, Kansas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date above written.

City Of Lansing, Kansas

By: 
City Administrator

Engineer Design Energy Group

By: 
Joseph F. Keane, P.E.
Title: Principal Engineer
Address: 3319 Prescott
Blue Springs, MO 64015

DESIGN ENERGY GROUP CONSULTING ENGINEERS

January 14, 2016

The City of Lansing Kansas
730 First Terrace, Suite 3
Lansing, KS 66043

Attn: John Jacobson
Community Development Superintendent

Re: Building Code Observations – Middle School

Dear Sirs,

As construction at the Middle School in Lansing is expected to extend until mid June of 2016, it will be necessary to modify the compensation section of our service agreement to include the estimated time on site. Our estimate of the required cost is based on rate in the agreement and is as follows:

PROJECTED COSTS

Regular Site Visits	24 weeks at 1 ½ visits per week	144 Hours
Fire Wall Problem Resolution		12 Hours
Final Inspections With Fire Chief & School Staff		<u>16 Hours</u>
Total Projected Hours		172 Hours

Projected Costs At Agreement Rate	\$ 21,500.00
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COST ANALYSIS

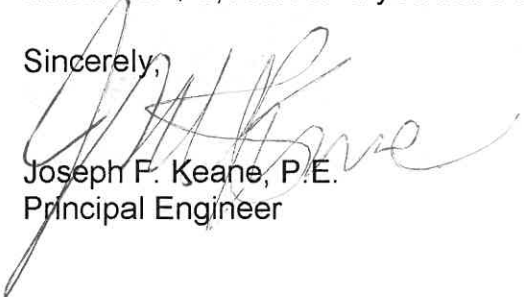
MAXIMUM NOT TO EXCEED.....	\$ 135,000.00
AMOUNT BILLED TO DATE.....	\$ 119,613.00
AMOUNT PAID TO DATE.....	<u>\$ 123,113.00</u>

CURRENT AVAIBLE FUNDS	\$ 11,887.00
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ESITMATED ADDITIONAL REQUIRED \$ 9,613.00

Based on the above analysis, we request an increase in the Maximum Not To Exceed amount of \$ 9,600.00. If you have any additional questions, please call our office.

Sincerely,


Joseph F. Keane, P.E.
Principal Engineer

DESIGN ENERGY GROUP CONSULTING ENGINEERS

January 28, 2016

Codes Administration
City Of Lansing Kansas
730 1st Street, Suite 3
Lansing, KS 66043

Attn: Ms. Rebecca Savidge
Code Inspector

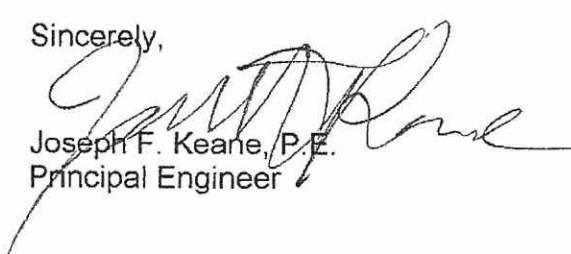
Re: Professional Services Contract
Lansing Middle School

Dear Ms. Savidge,

A modification to our Professional Services Agreement is necessary to complete the additional services required at the Middle School. Our original Agreement covered construction inspections at the new High School, and was extended to cover construction inspections at the new Middle School with the understanding that the allotted funds may not be sufficient to cover completion of the project. The additional requested funds will complete construction inspections thru June 2016

If you have any additional questions, please call our office.

Sincerely,


Joseph F. Keane, P.E.
Principal Engineer



LANSING PARKS & RECREATION
Youth Basketball Report
2015 / 2016

2015 – 2016 Season (current)

Total Youth Registered: 215

<u>Division</u>	<u>Number of Teams</u>
1 st – 2 nd Grade (coed)	8
3 rd – 4 th Girls	4
3 rd – 4 th Boys	6
5 th – 6 th Boys	5

2014 – 2015 Season (previous)

Total Youth Registered: 244

<u>Division</u>	<u>Number of Teams</u>
1 st – 2 nd Grade (coed)	10
3 rd – 4 th Girls	4
3 rd – 4 th Boys	6
5 th – 6 th Girls	** (16 registrants)
5 th – 6 th Boys	4

Season Summary:

Practices for the 2016 Basketball season began on November 30, 2015. We are still utilizing the Activity Center, Old Intermediate and New Beginnings gymnasiums for practices. Games began on January 9, 2016 and take place at the Activity Center, (1st/2nd grade and 3rd/4th grade divisions) and the Old Intermediate, (5th/6th grade division). A season end tournament is tentatively scheduled for the weekend of March 5th and 6th at the Activity Center for the 3rd/4th grade and 5th/6th grade divisions.

8