



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

**COUNCIL AGENDA**  
**Regular Meeting**  
**Thursday, January 15, 2015**  
**7:00 P.M.**

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**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.

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***Call To Order***

***Pledge of Allegiance***

***Roll Call***

**OLD BUSINESS:**

1. Approval of Minutes

**NEW BUSINESS:**

***Audience Participation***

***Presentations:***

2. Kansas Eastern Region Insurance Trust (KERIT) Dividend Check
3. Basketball Briefing
4. Kansas Day Proclamation

***Council Consideration of Agenda Items:***

5. 2015 Fireworks Displays
6. Lansing Visitor's Guide Bid
7. Lansing Connection Printing and Distribution Bid
8. Request to Purchase Police Vehicles
9. Solid Waste Disposal Contract Extension
10. Treasurer's Report for Quarter Ending December 31, 2014

***Reports:***

City Engineer; City Attorney; City Administrator; Councilmembers

***Other Items of Interest:***

11. Department Vehicle and Equipment Mileage Reports
12. Thank You's – Police Department
13. Thank You – City Administrator

***Adjournment***

TO: Mike Smith, City Administrator *MS*  
 FROM: Sarah Bodensteiner, City Clerk *SB*  
 DATE: January 9, 2015  
 SUBJECT: Agenda Summary

Call To Order  
 Pledge of Allegiance  
 Roll Call

## OLD BUSINESS:

### 1. Approval of Minutes

The regular meeting minutes of December 18, 2014 are attached.

**ACTION:** A motion to approve the regular meeting minutes for December 18, 2014 as presented.

## NEW BUSINESS:

### Audience Participation

### Presentations:

### 2. Kansas Eastern Region Insurance Trust (KERIT) Dividend Check

- Travis Bennett, Thomas McGee Loss Control Consultant representing KERIT will present the dividend check to the City of Lansing.

### 3. Basketball Briefing

- Tom Farris will brief the Council on the current basketball season. Jason Crum will also be there to answer any questions.

### 4. Kansas Day Proclamation

- A proclamation in honor of the State of Kansas' 154<sup>th</sup> Anniversary.

## Items for Council Consideration:

### 5. 2014 Fireworks Displays

- The Economic Development/CVB Department issued an RFP for the 2015 fireworks display for Lansing Daze (scheduled May 1, 2015) and the Independence Day celebration.
- Two bids were received and each proposal is offering an alternate date for the Independence Day celebration since none of the responding companies are able to provide a display on July 4, 2015 within the proposed budget.
- (MOTION: To approve a contract with Aerial FX for the Lansing DAZE fireworks display on May 1, 2015 and the Independence Day celebration on July 3, 2015 in the amount of \$22,000.00.)**

### 6. Lansing Visitor's Guide Bid

- The Economic Development/CVB Department requested bids for the 2015 Lansing Visitor's & Relocation Guide. Only one (1) bid was received and it did meet the necessary requirements.
- Metromedia will provide 5,000 copies of the Lansing Visitor's Guide at no charge with the ability to request more free of charge. Additionally, the city of Lansing will receive 15% of all sales as well as \$3,000.00 in free advertising in 2015 to be placed in surrounding areas visitor's guides.
- (MOTION: To award the bid for the Lansing Visitor's & Relocation Guide to Metromedia.)**

### 7. Lansing Connection Printing and Distribution Bid

- The Economic Development/CVB Department publishes the quarterly newsletter Lansing Connection.
- A Request for Bids was advertised in the Leavenworth Times and mailed to area publishers, and one bid was received.
- The Leavenworth Times submitted a bid in the amount of \$2,800 for each quarter to publish and distribute the Lansing Connection in 2015. This is a budgeted 2015 item.
- (MOTION: To approve the contract for the printing and distribution of the Lansing Connection be awarded to the Leavenworth Times in the amount of \$11,200.00.)**

### 8. Request to Purchase Police Vehicles

- The Lansing Police Department requested bids for Police Package Patrol Vehicles from 4 Vendors. These items were approved for the 2015 Budget through account 24-011-43305 special alcohol and liquor. Additional items such as in car video systems, cages, striping, and radio console will be purchases from other vendors.
- Two bids were received and the delivery time of the Police Vehicles from order date is approximately 120 days.
- (MOTION: To approve the purchase of Two (2) Ford Interceptor Utility Patrol Vehicles from Zeck Ford at a cost of \$57,874.00.)**

### 9. Solid Waste Disposal Contract Extension

- The City's current Solid Waste Disposal Contract with Deffenbaugh Industries, Inc., is scheduled to expire on March 1, 2015.
- At the November 13, 2014 Work Session, staff presented a request from Mr. John Blessing, Community Relations Manager for Deffenbaugh Industries, to renew the contract for a successive three (3) year term.
- The changes to the current contract are:
  - Clarification of the size of yard waste containers.

2. Extension of yard waste collection to December 31.
3. An increase to number of yard waste bags, containers, or bundles that will be collected weekly from March through August; the number of bag; the number of bags, containers, or bundles collected from September through December remains the same.
4. The prices for various services will not be increased in the first year of service.
- **(MOTION: To authorize the Mayor to sign the addendum approving a Three-year contract extension with Deffenbaugh Industries, with an effective date of March 1, 2015.)**
10. **Treasurer's Report for Quarter Ending December 31, 2014**
  - The Treasurer's Report for quarter ending December 31, 2014 is attached.
  - **(MOTION: To approve the Treasurer's Report for quarter ending December 31, 2014.)**

**Reports:** City Attorney; City Administrator; Councilmembers

## Other Items of Interest

11. Department Vehicle and Equipment Mileage Reports
12. Thank You's – Police Department
13. Thank You – City Administrator

## Adjournment

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# AGENDAGENDAGENDA ITEM #

**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  
**Ward 4:** Tony McNeill and Gregg Buehler

**Councilmembers Absent:** Kerry Brungardt

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**OLD BUSINESS:**

**Consent Calendar:** Councilmember Buehler moved to approve the regular meeting minutes of December 4, 2014. Councilmember Studnicka seconded the motion. The motion was unanimously approved.

**NEW BUSINESS:**

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

**COUNCIL CONSIDERATION OF AGENDA ITEMS:**

**Approval of 2014 Sanitary Sewer Master Plan:** Councilmember Studnicka stated Tony this includes everything we've talked about up to this date right? 7 Mile Creek, 9 Mile Creek, 9-D Interceptor, the whole City basically.

- Anthony Zell, Wastewater Utility Director, stated yes sir, yes it does. I just have a couple of things I'd like to say.
  - Mayor Kirby stated he should have had you [Anthony Zell] start. I apologize. We'll let you say what you want to say, then go from there.
- Anthony Zell stated this has been a long time coming. A lot of really good information in here for all the levels of our government. From the department level, there's information in here on the existing sewer system that tells us where we are going to need to concentrate a lot of our work going forward in the coming years to rehab the system and get it back to optimum performance. From a policy level, decision holder, stake holder, you guys are going to be able to look at this document and will be able to provide guidance to future developers to show them where we'd like to put sewers. We'll have planning level costs for all of those sewers throughout the entire city, and in fact both of the water sheds all to the terminus points. In addition to that, it provides for growth in the short term as well as preparing for new growth going forward. It's been a great project. I want to thank Tim Schneller with George Butler Associates, he's here tonight to answer any questions, and Matt Harding as well, and he's been a big proponent of this project and right there along with us. So with that, we've got the plan here for you tonight; a couple of things this plan is going to do is first and foremost, it will finish the job. It'll pay GBA out of funds from this year as we budgeted them. It also adopts the new design curve that the council was briefed on earlier this year, so we can put that in place for any new, future developments that are coming along. We'll finalize this document tonight and send a copy to KDHE for their perusal as a good faith effort to show them what we're doing in the city to plan for the future, and also to address all the deficiencies we found. It also provides the council basis to modify the existing Sanitary Sewer Action Plan based on this new information. There's a lot of good information in here, and with that Mayor, that's all I have.
  - Mayor Kirby asked if there were any questions from anybody.
    - Councilmember Pawlowski asked do we have to finalize this to pay them [GBA] tonight? Is that part of the deal? I'm just wondering why we're doing the finalization now instead of waiting until after the study session.
      - Anthony Zell stated we can finalize it tonight or you can finalize it tomorrow. It's not going to change anything in the contents of the report. It's not going to change any of the outcomes and the rest of that stuff. We're just trying to get it finalized so that we can pass it over to GBA and say 100% complete, send us your final pay sheet and we'll get you paid, then we'll get a copy over to KDHE, so that's the driving force.

- Councilmember Buehler stated so what this is identifying in Chapter 6 it is that we have potential issues in the future for certain areas, and our study session on the 22<sup>nd</sup> is to discuss a plan to possibly mitigate those. Is that how I understand everything?
  - Anthony Zell stated this plan shows that there are indeed problems throughout the city. Not possible problems, but that there are issues that need to be addressed, and they provide recommendations on where the consultant believes the council will get the most bang for their buck, in trying to address those issues. And it also provides us an opportunity at the planning level through our base budget and through CNS Requests and through CIP, through the council's strategic planning session to start addressing some of these other issues that we found. Does that answer your question councilmember?
    - Councilmember Buehler stated yes, thank you.
- Councilmember McNeill stated to put it in my terms, we've contracted for this plan, correct. The contractor has provided deliverable in accordance with that contract. What we're doing is saying we accept that you completed the project as we contracted it; we're not doing anything other than that. We're not saying we accept all the 29 million dollars it might take to clean this up, none of that. In the work session we're going to be going over priorities for fixing the known issues that they found.
  - Anthony Zell stated correct, we even had the City Clerk call the League to verify that your action tonight does not bind the council to any future items whatsoever.

Councilmember McNeill made a motion to approve the 2014 Sanitary Sewer Master Plan. Councilmember Buehler seconded the motion. The motion was unanimously approved.

### **REPORTS:**

**City Attorney:** City Attorney Greg Robinson stated that he had nothing further to report.

**City Administrator:** City Administrator Mike Smith asked if we still wanted to schedule the council meeting on January 2<sup>nd</sup>, it's a Friday. We don't have anything on the agenda for that night, and if we decide to let that one go then we probably need to have you all discuss that tonight.

- Mayor Kirby stated that we need to give the public 48 hour notice.
  - Mike Smith stated correct sir, and it would be nice if we're going to do it, we do it now, that way we can get it in the paper and everything else. Also people could look at their schedule and not be tied down to it.
- Councilmember Buehler asked and there's nothing on the agenda?
  - Mike Smith responded no sir. Usually the first one is nothing, the second one is always pretty loaded, but the first one is not. I just checked with Sarah again, and we don't have anything.
- Councilmember Studnicka asked if we need a motion to cancel the meeting.
  - Mike Smith responded I would.

Councilmember Studnicka made a motion to cancel the January 2, 2015 Council Meeting. Councilmember Trinkle seconded the motion. The motion was unanimously approved

City Administrator Mike Smith stated one other thing Mayor; in 1992 I was fortunate enough to attend the FBI Academy at Quantico. I thought very high of this, so when I became the City Administrator I talked to Chief Wayman about applying and I put him in about 4 years ago. Steve's been accepted; he'll be leaving in October for about 10 weeks for some of the top training you can get out of the area at Quantico. Only 1% of all law enforcement who ever get to wear a badge who'll ever get to attend this, it's a very elite group. So I just want to make everyone aware of that. Of course I'm proud of Steve to get accepted, so in October 2015, he'll be gone for about 10 weeks, and I have nothing further to report.

**Governing Body:** Councilmember Buehler wished everyone a Merry Christmas and Happy New Year.

Councilmember McNeill wished everyone a Happy Holiday, Merry Christmas, Happy New Year, and congratulations Steve.

Councilmember Studnicka wished everyone a Merry Christmas and Happy New Year.

Councilmember Trinkle wished everyone a Merry Christmas and Congratulations to Steve. He also stated that he thinks the Mayor should expand on the Mayor's Christmas tree. It was an advantageous year that he [Mayor Kirby] worked very hard and so did the staff right along with him, and they need a kudos for it; they did well.

Mayor Kirby stated that we [Mayor's Christmas Tree Program] did raise more money than we've raised, at least in a long time from my understanding. We helped 25 families, 62 kids and we were able to take care of everybody. I am now a firm believer that you can buy 45 coats in an hour, and get them all in 1 cart. We had a lot of help, and I want to thank everyone who helped; City staff and all the organizations, businesses in the area, and not just in Lansing, we had help from folks in Leavenworth as well. It may be called the Mayor's Christmas tree, but it's the City's Tree. We couldn't have done it without every bodies help. Merry Christmas.

Councilmember Gardner congratulated Steve and thanked the Mayor and Staff and wish them a Merry Christmas. And also would like to thank all the department heads, and Ken [Miller] for doing double duty this year with all the presentations that they've had. Finally I want to thank the councilmembers for allowing me to thank all these other people.

Councilmember Pawlowski thanked Councilmember Gardner and had nothing further to report.

Councilmember Garvey congratulated Steve. The Mayor's Christmas tree gala was really awesome. I had a really good time. It was really fun to see Lansing High School perform. They did a really good job; we have some great talent in this town. It was awesome. Merry Christmas to all the City Staff and all the residents.

**ADJOURNMENT:** Councilmember Garvey moved to adjourn. Councilmember Pawlowski seconded the motion. The motion was approved, with Councilmember Garvey voting against the motion. The meeting was adjourned at 7:12 p.m.

**ATTEST:**

\_\_\_\_\_  
Louis E. Kirby, Mayor

\_\_\_\_\_  
Sarah Bodensteiner, City Clerk





# AGENDA AGENDA AGENDA ITEM # 3

**Action:** None





# Proclamation

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*Whereas, the land that is now the State of Kansas was part of the Louisiana Purchase made by President Thomas Jefferson in 1803; and*

*Whereas, this territory was settled during a time of great turmoil over slavery known as Bleeding Kansas; and*

*Whereas, on January 29, 1861, President James Buchanan signed the bill into law declaring that Kansas would become the 34<sup>th</sup> State of the Union; and*

*Whereas, Kansas was admitted to the Union as a free state; and*

*Whereas, the history of this Great State should be remembered and celebrated; and*

*Whereas, on January 29, 2015, Kansas will celebrate its 154<sup>th</sup> Anniversary;*

*Now Therefore, I, Louis E. Kirby, on behalf of the City Council and the citizens of the City of Lansing, Kansas, acknowledge and honor the State of Kansas for its proud heritage and 154 years of statehood.*

*In witness thereof, I set my hand and cause the seal of the City of Lansing to be affixed this 15<sup>th</sup> day of January, 2015.*

*City of Lansing*

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*Louis E. Kirby, Mayor*

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*Sarah Bodensteiner, City Clerk*

**TO:** Michael W. Smith, City Administrator *mw*

**FROM:** Ken Miller, Economic Development/ CVB Interim Director *km*

**DATE:** January 7, 2015

**SUBJECT:** 2015 Fireworks Displays

The Economic Development/ CVB Department prepared and issued a Request for Proposals (RFP) for the 2015 fireworks display for Lansing Daze (scheduled for May 1, 2015) and the Independence Day celebration. The RFP was distributed to the 23 companies listed on the attached document. Two proposals were received by the January 6, 2015 deadline and are included for your review.

Attached you will find the RFP document, vendor distribution list, and the proposals received by Aerial FX Inc. and Rainbow Fireworks Inc. Each proposal is offering an alternate date, as none of the responding companies are able to provide a display on July 4, 2015 without changes to price or reduction in product. Aerial FX, for an additional \$3,000, will provide a display on July 4, 2015.

<b>Company</b>	<b>Date</b>	<b>Lansing Daze Cost</b>	<b>Independence Day Cost</b>
Aerial FX	June 26/ July 3-4*	\$5,000	\$17,000*
Rainbow Fireworks	June 26/ July 3	\$5,000	\$17,000

\* Aerial FX, for an additional \$3,000, will provide a display on July 4.

City Staff would recommend entering into contract with Aerial FX, Inc. for the Lansing Daze display on Friday, May 1, 2015 and the Independence Day Celebration on Friday, July 3, 2015. Aerial FX Inc. has provided a bid which includes a longer display, a larger shell size, and/or more shells/effects than the other proposal.

Attached you will find a proposal from Aerial FX for the Lansing Daze fireworks display, Fourth of July fireworks display, and a proposed contract. This is a budgeted item from Fund 63 – Transient Guest Tax.

**Action: Staff recommends the City Council approve a contract with Aerial FX for the Lansing Daze fireworks display on May 1, 2015 and the Independence Day celebration on July 3, 2015 in the amount of \$22,000.**

Aerial FX, Inc.  
121 SE Turner Rd, St. Joseph, MO 64504  
Phone: 816-238-2800 Fax: 816-238-2815

This agreement entered into this 8th day of January 2015 by and between Aerial FX, Inc., of St. Joseph, Missouri, doing business as Aerial FX. Party of the first part, and City of Lansing (hereinafter referred to as "Customer") party of the second part, City City of Lansing State KS.

WITNESSED: AERIAL FX HEREBY ACKNOWLEDGES

the terms hereinafter set forth, and agrees to furnish Customer outdoor aerial fireworks show in accordance with the program agreed upon and approved by the parties hereto and made a part hereof including the services of Aerial FX's Operator, said display to be given on the evening of May 1, 2015 weather permitting.

**Weather/Postponement**

In the event of inclement weather or other adverse conditions, so as to cause postponement of said display, it is agreed and understood that Customer will notify Aerial FX regarding the postponement date or of mutually agreed upon future date within the calendar year. If Customer will not reschedule the display within the calendar year or completely cancels said display, the Customer agrees to pay Aerial FX 25 % of the cost of the displays. Cost of Displays: \$ 5,000.00 plus tax if applicable Rain Date: \_\_\_\_\_

**Customer shall furnish:**

1. Sufficient space in the judgment of Aerial FX for proper shooting of said display.
2. Necessary protection and a method to assure that spectators not go beyond a point determined by Aerial FX.
3. Other reasonable safeguards and precautions as Aerial FX directs.

**Payments**

It is further agreed and understood that the Customer is to pay Aerial FX, the sum of \$ Five Thousand dollars & 00 cents plus tax if applicable. (\$ 5,000.00 ) under the following payment terms. due 14 days after display date.

**Insurance**

Included in the Customer's expense is the Public Liability and Property Damage insurance coverage as follows:

- ( ) \$1,000,000 Combined Single Limit  
(X) Other \$ 5,000,000.00 Combined Single Limit

CUSTOMER WILL BE INCLUDED AS ADDITIONAL INSURED

**Post Display**

**Cleanup.** At the conclusion of the Outdoor Aerial Fireworks Show, Aerial FX shall ensure that both the shooting and fallout areas of the display site are thoroughly inspected and that all un-discharged pyrotechnic materials and other fireworks-related debris are safely removed from the display site and properly disposed of. Aerial FX shall also remove all equipment and related materials from the shooting and fallout areas. Any hazardous materials shall be disposed of in accordance with law.

**Permits/Licenses**

Aerial FX shall procure, and timely provide the Customer with evidence of validly existing appropriate fireworks permits for the Outdoor Aerial Fireworks Show as required by law. Aerial FX shall, at its own expense, procure and timely provide Customer with evidence of all other federal, state, and local permits and licenses necessary for the transportation, storage and discharge of pyrotechnic materials for the Outdoor Aerial Fireworks Show. Aerial FX shall be responsible for and shall comply with all laws, rules, ordinances, or regulations of any and all governmental authorities having jurisdiction over the Outdoor Aerial Fireworks Show.

It is further agreed and mutually understood that nothing in this Agreement between Customer and Aerial FX, shall be construed or interpreted to result in a partnership or joint venture, both parties hereto being responsible for their separate and individual acts, omissions, debts and obligations and neither party shall be responsible for any agreements not set forth in this Agreement.

The Parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement which is binding upon the parties, their heirs, executors, administrators, successors and assigns.

The attached "Addendum", which contains obligations of Aerial FX in respect of indemnification and insurance is incorporated in, and is an integral part of, this Agreement.

IN WITNESS WHEREOF, we hereto, set our hands and seals to duplicate copies hereof this  
8th day of January, 2015.

AERIAL FX, INC.  
AERIAL FX

By: [Signature]

CUSTOMER  
City of Lansing Ks

By: \_\_\_\_\_

Aerial FX, Inc.  
121 SE Turner Rd, St. Joseph, MO 64504  
Phone: 816-238-2800 Fax: 816-238-2815

This agreement entered into this 8th day of January 2015 by and between Aerial FX, Inc., of St. Joseph, Missouri, doing business as Aerial FX. Party of the first part, and City of Lansing (hereinafter referred to as "Customer") party of the second part, City City of Lansing State KS.

WITNESSED: AERIAL FX HEREBY ACKNOWLEDGES

the terms hereinafter set forth, and agrees to furnish Customer outdoor aerial fireworks show in accordance with the program agreed upon and approved by the parties hereto and made a part hereof including the services of Aerial FX's Operator, said display to be given on the evening of July 3<sup>rd</sup>, 2015 weather permitting.

**Weather/Postponement**

In the event of inclement weather or other adverse conditions, so as to cause postponement of said display, it is agreed and understood that Customer will notify Aerial FX regarding the postponement date or of mutually agreed upon future date within the calendar year. If Customer will not reschedule the display within the calendar year or completely cancels said display, the Customer agrees to pay Aerial FX 25 % of the cost of the displays. Cost of Displays: \$ 17,000.00 plus tax if applicable Rain Date: July 5<sup>th</sup>, 2015

**Customer shall furnish:**

1. Sufficient space in the judgment of Aerial FX for proper shooting of said display.
2. Necessary protection and a method to assure that spectators not go beyond a point determined by Aerial FX.
3. Other reasonable safeguards and precautions as Aerial FX directs.

**Payments**

It is further agreed and understood that the Customer is to pay Aerial FX, the sum of \$ Seventeen Thousand dollars & 00 cents plus tax if applicable. (\$ 17,000.00 ) under the following payment terms. due 14 days after display date.

**Insurance**

Included in the Customer's expense is the Public Liability and Property Damage insurance coverage as follows:

- ( ) \$1,000,000 Combined Single Limit  
(X) Other \$ 5,000,000.00 Combined Single Limit

CUSTOMER WILL BE INCLUDED AS ADDITIONAL INSURED

**Post Display**

**Cleanup.** At the conclusion of the Outdoor Aerial Fireworks Show, Aerial FX shall ensure that both the shooting and fallout areas of the display site are thoroughly inspected and that all un-discharged pyrotechnic materials and other fireworks-related debris are safely removed from the display site and properly disposed of. Aerial FX shall also remove all equipment and related materials from the shooting and fallout areas. Any hazardous materials shall be disposed of in accordance with law.

**Permits/Licenses**

Aerial FX shall procure, and timely provide the Customer with evidence of validly existing appropriate fireworks permits for the Outdoor Aerial Fireworks Show as required by law. Aerial FX shall, at its own expense, procure and timely provide Customer with evidence of all other federal, state, and local permits and licenses necessary for the transportation, storage and discharge of pyrotechnic materials for the Outdoor Aerial Fireworks Show. Aerial FX shall be responsible for and shall comply with all laws, rules, ordinances, or regulations of any and all governmental authorities having jurisdiction over the Outdoor Aerial Fireworks Show.

It is further agreed and mutually understood that nothing in this Agreement between Customer and Aerial FX, shall be construed or interpreted to result in a partnership or joint venture, both parties hereto being responsible for their separate and individual acts, omissions, debts and obligations and neither party shall be responsible for any agreements not set forth in this Agreement.

The Parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement which is binding upon the parties, their heirs, executors, administrators, successors and assigns.

The attached "Addendum", which contains obligations of Aerial FX in respect of indemnification and insurance is incorporated in, and is an integral part of, this Agreement.

IN WITNESS WHEREOF, we hereto, set our hands and seals to duplicate copies hereof this  
8th day of January, 2015.

AERIAL FX, INC.  
AERIAL FX

CUSTOMER  
City of Lansing Ks

By: [Signature]

By: \_\_\_\_\_

**Request for Proposals  
City of Lansing  
Lansing DAZE on May 1, 2015  
& Fourth of July Fireworks Display on July 4, 2015**

**I. Purpose of Request**

The City of Lansing is requesting proposals for a pyrotechnic fireworks show, choreographed to music for display at the Lansing DAZE Festival Friday, May 1, 2015 for a cost not to exceed \$5,000. The Fireworks Display is scheduled for dusk (9:15-9:30 p.m.) May 1st (exact location to be determined) in Lansing, Kansas 66043.

The City of Lansing is also requesting proposals for a pyrotechnic fireworks show, choreographed to music for display at the July 4<sup>th</sup> Fireworks Display on Saturday July 4, 2015 for a cost not to exceed \$17,000. **If your company cannot accommodate the July 4<sup>th</sup> date, please provide a date which you can accommodate.** We would also consider June 26, 2015 or July 3, 2015. The 2014 display was shot on Friday, June 27 (Friday before July 4). The Fireworks Display is scheduled for dusk (9:15 p.m.-9:30 p.m.), July 4<sup>th</sup> at the Kenneth W. Bernard Community Park located at 15650 Gilman Road Lansing Kansas, 66043. Rain date would be scheduled for July 5, 2015, (or day following proposed date) same time and location.

**II. Instruction to Proposers**

**A. Please address sealed proposals labeled “RFP City of Lansing Fireworks Display” to:**

Jessica Waters  
Economic Development/Convention & Visitor’s Bureau Assistant  
City of Lansing  
800 1<sup>st</sup> Terrace  
Lansing, KS 66043

**B. Sealed proposals must be received by 5:00 p.m. on Thursday, January 6, 2015.**

**C. All proposals must include the following information:**

- The attached cover sheet filled out and attached to proposal.
- The names of the individual(s) who will be working on the project.
- Information on Vendor's experience and a minimum three (3) references with contact name, address and telephone number.
- Attach a list including the quantity and types of shell products to be used, including shell size, with an estimated length of time for the fireworks show.
- The total price, including, but not limited to, all costs associated with travel expenses, setup, cleanup, insurance, security, and all materials and equipment used to set up and fire the display for both the Lansing DAZE Festival and 4<sup>th</sup> of July Fireworks Display.
- Verification of all insurance requirements.
- Willingness to provide materially similar display, for similar costs, if the City of Lansing exercises the right to renew for 2016.

D. The July 4<sup>th</sup> fireworks show must be a minimum of 20 minutes, **with a minimum of 1100 shells**, and include a grand finale. Historically we have used shells up to and including 10". The Lansing DAZE shoot must be a minimum of 15 minutes **with a minimum of 850 shells**. Due to the tentative location the largest shell is 3".

E. Criteria for Selection:

- Responsiveness: The City of Lansing will consider if the proposed Vendor is in compliance with all requirements listed in the RFP.
- Price
- Creativity, variety and content of fireworks show
- Responsibility: The City of Lansing will consider materials submitted, and any other evidence obtained, to determine the Vendor's ability and experience.

F. All questions can be directed to Jessica Waters at (913) 727-5488 or email [cvb@lansing.ks.us](mailto:cvb@lansing.ks.us)

### III. Insurance

A. Vendor must provide verification of a minimum \$5,000,000 in liability insurance, and prior to approval of a contract must include the City of Lansing as additional insured.

B. Vendor must provide worker's compensation insurance.



#### **IV. Terms and Conditions**

- All bid proposals must comply with NFPA 1123 Code for Fireworks Display.
- All bidders must provide licensed fireworks operators and with their own set up and clean-up crew. Bid price will include delivery, set up, and clean-up of the shooting area. In addition, bid price includes a sweep of the area where the shells were fired, as well as the entire fallout area where the exploded shells fall, and a search for unexploded shells. The contractor shall be responsible to return to the show site and remove any unexploded shells located by the City Personnel.
- The vendor will be required to obtain necessary permits from Leavenworth County Fire District 1.
- The vendor must notify the City of Lansing and LV County Fire District #1 on the time of arrival for the display setup.
- The City of Lansing shall be responsible for the setting up of the display area this will include roping off the area, but not setting up the fireworks display, utilizing the criteria set forth in NFPA 1123.
- The vendor must do a ground clean up immediately following the fireworks display.
- The City of Lansing will make a final inspection of the display area at about 8:00 AM on the day after the display, at which time a representative(s) of the company responsible for the display, will accompany the City of Lansing on their inspection.
- The City of Lansing reserves the right to contact any reference or any client listed in the proposal for information which may be helpful to the City of Lansing in evaluating the vendor's performance on previous assignments.
- The City of Lansing reserves the right to request clarification and/or additional information from any proposer to the RFP.
- The City of Lansing reserves the right to reject any and all proposals.
- The City of Lansing is not responsible for any expenses incurred in connection with preparing a response to this RFP.

**City of Lansing - Fireworks Display  
Vendor Information Cover Sheet**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

**1 YEAR CONTRACT:**

2015 Lansing DAZE Fireworks Display: \$ \_\_\_\_\_

2015 Fourth of July Fireworks Display: \$ \_\_\_\_\_

**\* Attach a detailed list of types and sizes of shells for each fireworks display.**

Authorized Signature:

\_\_\_\_\_

## **Pyrotechnic Display Vendor List**

### **Aerial FX Inc**

121 SE Turner Rd  
St. Joseph MO 64504  
sales@aerialfx.com

### **AM Pyrotechnic**

2429 E. 535<sup>th</sup> Road  
Buffalo, MO 65622  
sales@ampyro.com

### **Central States Fireworks Inc.**

18034 Kincaid Street,  
Athens, Illinois 62613

### **Flashing Thunder Fireworks**

700 East Van Buren Street  
Mitchell Iowa, 50461  
Phone: 641.732.5558  
Fax: 641.732.1385  
Victoria@flashingthunder.com

### **Fly By Night Fireworks**

304 S. Chestnut St.  
Norfolk, NE 68701

### **Gateway Firework Display**

P.O. Box 39327  
St. Louis, MO 63139

### **Hollywood Pyrotechnics**

1567 Antler Point  
Eagan, MN 55122  
866-797-6411  
Information@HollywoodPyrotechnics.com  
Fax: 651-454-7975

### **J & M Displays**

18064 170th Avenue  
Yarmouth, Iowa 52660-9772  
1-800-648-3890 or 1-319-394-3890  
Fax: 1-319-394-3265

**Liberty Pyrotechnics**

1916 Crane Dr.  
Joplin, MO 64804  
scott@libertypyro.com

**Melrose Pyrotechnics**

1 Kingbury Industrial Park  
P.O. Box 302  
Kingsbury, IN 46345

**Midwest Fireworks LLC**

351 Grant St.  
Blair, NE 68008  
402-533-2666  
Jim, Terry, or Ron

**NightLighter Fireworks Inc.**

83163 220<sup>th</sup> St.  
Hayward, MN 56043  
nightlighterfireworks@yahoo.com

**Night Visions Fireworks**

57261 225<sup>th</sup> St  
Glenwood, IA 51534  
(402) 699-4737  
nvpyrogirl@gmail.com  
<http://nightvisionsfireworks.com>

**Northeast Fireworks Display Co. Inc**

P.O. Box 305  
Pittston, PA 18640  
info@northeastpyro.com

**PFB Pyros**

PO Box 303  
Hanover, KS 66945  
(785) 632-1103  
Pfb\_pyro@yahoo.com

**Premier Pyrotechnics Inc.**

25255 Hwy K  
Richland MO, 65556  
joann@premierpyros.com

**Rainbow Fireworks**

76 Plum Ave

Inman, KS 67546

(620) 663-7714

sales@rainbowfireworks.com

**Rhino Displays**

1203 N. 350<sup>th</sup> Avenue

Payson, IL 62360

**Stellar Fireworks, Inc**

4440 Southeast Boulevard

Wichita, Kansas 67210

stellarfireworks@yahoo.com

**Stonebraker Fireworks**

303-458-7600

5650 Lowell Blvd Unit E

Denver, CO 80221

**Tri-State Fireworks, Inc.**

P.O. Box 31

Brighton, CO 80601

(720) 685-9785 Office

FAX: (720) 685-3173 Fax

tristatefw@qwestoffice.net

**Wald & Co**

16004 South State 291 Highway

Greenwood, MO 64034

sales@waldfireworks.com

**Wolverine Fireworks Display Inc.**

205 West Seidlers Road

Kaw Kawlin, MI 48631

sales@wolvdisplay.com

**City of Lansing - Fireworks Display  
Vendor Information Cover Sheet**

Vendor Name: Aerial FX, Inc.

Address: 121 SE Turner Rd

City: Saint Joseph State: MO Zip: 64504

Authorized Representative: Jeremy Kovac

Phone: 816-238-2800 Fax: 816-238-2815

E-mail: sales@aerialfx.com Website: www.aerialfx.com

**1 YEAR CONTRACT:**

2015 Lansing DAZE Fireworks Display: \$ 5,000.00 all inclusive

2015 Fourth of July Fireworks Display: \$ \_\_\_\_\_

**\* Attach a detailed list of types and sizes of shells for each fireworks display.**

Authorized Signature:

 Aerial FX, Inc.



## Display Proposal

Please find the attached display proposals for the Lansing Daze Festival along with your July event. Please note the following in regards to requested dates.

Lansing Daze – May 1<sup>st</sup> Display. Date as listed can be accommodated.

Lansing July Celebration – June 26<sup>th</sup>, 2014 date can be accommodated with no changes to the attached proposal. July 3<sup>rd</sup>, 2014 can be accommodated with no changes to the attached proposal. July 4<sup>th</sup>, 2014 can be accommodated with changes in either the RFP price or shell counts. *\* Rain date available for July 3<sup>rd</sup> show would be July 5<sup>th</sup>.*

Changes to proposal if choosing a date of July 4<sup>th</sup>. Aerial FX bid price using the listed proposal if choosing July 4<sup>th</sup> is \$20,000. The City of Lansing may also choose a date of July 4<sup>th</sup> with a bid price of \$17,000 and a 20% reduction in shell counts per size based on the attached RFP.

### Explanation of July 4<sup>th</sup> premium.

Please note the reason for the increase in cost or reduction to shell counts for the July 4<sup>th</sup> date. When first asked to provide the City of Lansing with their displays, Aerial FX made every effort to provide the same or similar quality of firework shows based on the product used prior to contracting with Aerial FX. Because of this, the City of Lansing has been provided with a much higher dollar amount of product than we would normally provide for a competing show. We have also kept the shell counts the same as last years displays and have not reduced shell counts to compensate for our higher product costs in 2015. The change in proposal for July 4<sup>th</sup> brings our RFP closer in line to proposals for other customers. If choosing a date other than July 4<sup>th</sup>, it allows us to free up crew members and equipment and also continue to provide a premium show at a reduced cost to the City compared to what we believe other vendors would be willing to provide.

Please feel free to contact us should you have any questions.

Sincerely,

  
Jeremy Kovac  
Aerial FX, Inc.

## **Proposal for the City of Lansing—Lansing Daze Festival**

Proposal Prepared by -  
Jeremy Kovac - Pres. Aerial FX, Inc.  
816-238-2800

Proposal Amount - \$5,000 all inclusive

Thank you for the opportunity to offer a fireworks proposal for your event.

The bid price of \$5,000 will include all product and materials to conduct the show, delivery of product and materials to the shoot site, licensed shooters to fire the show, liability insurance, transportation insurance, workers compensation insurance, and all cleanup of pyrotechnic materials after the conclusion of the show.

The display will be computer fired to a musical soundtrack approved by the City of Lansing. Aerial FX, Inc. will also agree to provide the soundtrack if requested. This display will be 100% choreographed and synced to music from start to finish. The display will consist of a large variety of shell effects fired pairs, triples, and layered flights of complementing shells of 2-1/2" and 3" in size. A large variety of multi-shot cakes will be used throughout the show. Mines & comets will also be used to enhance specific parts of the soundtrack.

Exact shell counts, sizes, and numbers will depend on the choreography and soundtrack, however a rough estimate has been provided to be used as a base number. Exact counts may vary slightly due to the need to match specific shell effects and sizes to the soundtrack once received, however the final count will be very close with any changes made being dollar for dollar.

Please let me know if you have any questions.

Sincerely,

Jeremy Kovac  
Aerial FX, Inc.





### Opening Barrage

QUANTITY	DESCRIPTION
20	3" Red Peony
20	3" White Peony
20	3" Blue Peony
30	3" Titanium Salute
<u>18</u>	<u>3" Yung Feng Gold Willows</u>
<b>108</b>	<b>Shells</b>

### Main Show

QUANTITY	DESCRIPTION
	<u>Shells</u>
96	2-1/2" Starbright Brand Display Shells
72	3" FX Asst Effect Shells
36	3" Yung Feng Display Shells
36	3" Mine
18	3" Yung Feng Gold Willow Shells
24	2-1/2" Comets
12	.75" - 25 shot Display Cakes
2	1" - 36 shot Display Cakes
2	1" - 49 shot Display Cakes
2	1" - 80 shot Display Cakes
5	1.5" - 100 shot Display Cakes
5	2" - 25 shot Display Cakes
2	.75" - 300 shot Display Cake
<u>2</u>	<u>.75" - 600 shot Display Cakes</u>
<b>282</b>	<b>Shells, Comets, Mines</b>
<b>3055</b>	<b>Total shots from Multi-shot Cakes</b>

### FINALE

QUANTITY	DESCRIPTION
200	2-1/2" Assorted Color & Salute
<u>300</u>	<u>3" Assorted Finale Shells</u>
<b>536</b>	<b>Total Shells</b>

Shells Size	Qty
2-1/2"	320
3"	570
<b>Shots from Cakes</b>	<b>3055</b>
<b>Total Shells</b>	<b>890</b>
<b>Total Shots from Cakes</b>	<b>3055</b>

## References

### **Finale Fireworks**

Will Harvey - [will@finalefireworks.com](mailto:will@finalefireworks.com)

*Jeremy,*

*Your show was such a delight to watch. You have a perfect sense of timing. Every shell had just the right amount of sky, and the tightly choreographed fans and chases and flame pots were a great counterpart for the aerial shells. It was just masterful. I really can't say enough about it. I thought it was really, really well done.*

*Anyway, just wanted to congratulate you and thank you for the mention of our software. Quite an honor to be associated with that show.*

*Kind regards,  
Will*

### **National Fireworks Association**

Nancy Blogin - 816-977-5838

### **Sporting Kansas City - MLS Soccer**

Chris Wyche - 913-706-6611

### **AEG Live (American Entertainment Group)**

Jim McClellan - 314-726-8025

### **Kansas Speedway**

Connie Borring - 913-328-5081

### **Kansas City T-Bones**

Chris Brown - 913-328-5605

### **American Royal BBQ**

Jodi Holland - 816-569-4025

### **City of Warsaw & KIBI Radio (Warsaw Chamber of Commerce)**

Bob May - KDKD Radio - 660-885-6141

*You have outdone yourself and set the bar way high for next year! In my 20 years of doing radio/fireworks shows...I have never seen one that was so tightly matched as Saturday night.*

*Please pass along to the home office how happy we were and "let's do it again"!*

*Bob*

*General Manager*

*KDKD AM-FM - KXEA FM - KDKD INTERNET RADIO*

**City of Lansing - Fireworks Display  
Vendor Information Cover Sheet**

Vendor Name: Aerial FX, Inc.

Address: 121 SE Turner Rd

City: Saint Joseph State: MO Zip: 64504

Authorized Representative: Jeremy Kovac

Phone: 816-238-2800 Fax: 816-238-2815

E-mail: sales@aerialfx.com Website: www.aerialfx.com



**1 YEAR CONTRACT:**

2015 Lansing DAZE Fireworks Display: \$ 5,000 all inclusive

2015 Fourth of July Fireworks Display: \$ 17,000 all inclusive

**\* Attach a detailed list of types and sizes of shells for each fireworks display.**

Authorized Signature:

  Aerial FX Inc.

## **Proposal for the City of Lansing—Lansing July Celebration**

Proposal Prepared by -  
Jeremy Kovac - Pres. Aerial FX, Inc.  
816-238-2800

Proposal Amount - \$17,000 all inclusive

Thank you for the opportunity to offer a fireworks proposal for your event. The bid price of \$17,000 will include all product and materials to conduct the show, delivery of product and materials to the shoot site, licensed shooters to fire the show, liability insurance, transportation insurance, workers compensation insurance, and all cleanup of pyrotechnic materials after the conclusion of the show.

The display will be computer fired to a musical soundtrack approved by the City of Lansing. Aerial FX, Inc. will also agree to provide the soundtrack if requested. This display will be 100% choreographed and synced to music from start to finish. The display will consist of a large variety of shell effects fired pairs, triples, and layered flights of complementing shells of 2-1/2" and 10" in size. A large variety of multi-shot cakes will be used throughout the show. Mines & comets will also be used to enhance specific parts of the soundtrack. Exact shell counts, sizes, and numbers will depend on the choreography and soundtrack, however a rough estimate has been provided to be used as a base number. Exact counts may vary slightly due to the need to match specific shell effects and sizes to the soundtrack once received, however the final count will be very close with any changes made being dollar for dollar.

Please let me know if you have any questions.

Sincerely,

Jeremy Kovac  
Aerial FX, Inc.



### Opening Barrage

QUANTITY	DESCRIPTION
30	3" Red Peony
30	3" White Peony
30	3" Blue Peony
30	3" Titanium Salute
10	4" Yung Feng Gold Willows
12	5" Yung Feng Gold Willows
2	6" Yung Feng Red Strobing Nishiki Kamuro w/Red Strobe Pistil
<b>144</b>	<b>Shells</b>

### Main Show

QUANTITY	DESCRIPTION
	<u><b>Shells</b></u>
108	3" Mine & Comet Effects
36	4" Dominator Asst Effect Shells
36	4" Yung Feng Golden Willow Shells
36	4" Italian Style Cannister Shells
72	5" Starbright Asst Effect Shells
48	5" Dominator Display Shells
18	5" Italian Style Cannister Shells
48	5" Yung Feng (Premium Specialty Shells)
12	5" FX Brand Wind Bells
18	6" Starbright Brand Display Shells
30	6" Dominator Display Shells
18	6" Yung Feng Disply Shells
2	6" Yung Feng Red Strobing Nishiki Kamuro w/Red Strobe Pistil
12	8" FX Premium Line Display ShellsShells
2	8" Yung Feng Display Shells
6	10" Yung Feng Display Shells
35	<u>Multi-shot Cake items ranging from 1/2" to 2-1/2" in diameter</u>
<b>502</b>	<b>Total Shells</b>
<b>4200</b>	<b>Total Shots from Multi-shot Cake Items</b>

### FINALE

QUANTITY	DESCRIPTION
300	2-1/2" Assorted Color & Salute
240	3" Assorted Finale Shells
90	4" Assorted Finale Shells
20	4" Gold Willows
24	5" Assorted Finale Shells
5	6" Gold Willow (Premium Specialty Shells)
<b>679</b>	<b>Total Shells</b>

Shells Size	Qty
2-1/2"	300
3"	438
4"	208
5"	162
6"	57
8"	14
10"	6
<b>Total Shells</b>	<b>1185</b>
<b>Total Multi-shots</b>	<b>4,200 from 35 items</b>

## References

### **Finale Fireworks**

Will Harvey - [will@finalefireworks.com](mailto:will@finalefireworks.com)

*Jeremy,*

*Your show was such a delight to watch. You have a perfect sense of timing. Every shell had just the right amount of sky, and the tightly choreographed fans and chases and flame pots were a great counterpart for the aerial shells. It was just masterful. I really can't say enough about it. I thought it was really, really well done.*

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Chris Wyche - 913-706-6611

### **AEG Live (American Entertainment Group)**

Jim McClellan - 314-726-8025

### **Kansas Speedway**

Connie Borring - 913-328-5081

### **Kansas City T-Bones**

Chris Brown - 913-328-5605

### **American Royal BBQ**

Jodi Holland - 816-569-4025

### **City of Warsaw & KIBI Radio (Warsaw Chamber of Commerce)**

Bob May - KDKD Radio - 660-885-6141

*You have outdone yourself and set the bar way high for next year! In my 20 years of doing radio/fireworks shows...I have never seen one that was so tightly matched as Saturday night.*

*Please pass along to the home office how happy we were and "let's do it again"!*

*Bob*

*General Manager*

*KDKD AM-FM - KXEA FM - KDKD INTERNET RADIO*



Steve & Peggy Showalter  
76 Plum Avenue -- Inman, KS 67546

Office 620-663-7714  
1-888-886-1008  
Fax 1-800-884-1218  
Email [info@fireworks-display.com](mailto:info@fireworks-display.com)  
Website [www.fireworks-display.com](http://www.fireworks-display.com)  
ATF # 5-KS-113-51-5J-00621

## FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 10th day of December, 2014 by and between **Rainbow Fireworks, Inc.**, designated herein as the "SELLER" and CITY OF LANSING, designated herein as the "PURCHASER" for One Class "B" Fireworks Production to be held on the 1st day of May, 2015.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will include a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the SELLER after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) CLASS "B" FIREWORKS PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Five Thousand Dollars and no/100 cents (\$ 5000.00 ). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** twenty-five percent (25%) of the show cost deposit in the sum of One Thousand Two Hundred - Fifty Dollars and no/100 cents (\$ 1,250.00 ) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Three Thousand Seven Hundred Fifty-Dollars and no/100 cents (\$ 3,750.00 ) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** twenty-five percent (25%) of the cost of the display, One Thousand Two Hundred Fifty- Dollars and no/100 cents (\$ 1,250.00 ).

The primary term of this Fireworks Production Contract shall be for one (1) year, and shall automatically renew for two additional years at the same ONE (1) Class "B" FIREWORKS PRODUCTION Contract Fee, unless Notice of Cancellation of Renewal is given in writing by either party within 45 days of the completion of the most recent show. In the event the renewal is not cancelled by either party, during year two (2) and again in year three (3) of this contract, the twenty-five percent (25%) of the show cost deposit shall be paid by **PURCHASER** to **SELLER** no later than One Hundred Twenty (120) Days prior to next contracted show, under the same terms and conditions as stated herein.

Witness whereof, we have caused our signatures to be affixed to this document, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SELLER:**

**RAINBOW FIREWORKS, Inc.**

By: \_\_\_\_\_

Authorized Agent

**PURCHASER:**

**CITY OF LANSING**

By: \_\_\_\_\_

Authorized Agent





Steve & Peggy Showalter  
76 Plum Avenue -- Inman, KS 67546

Office 620-663-7714  
1-888-886-1008  
1-800-884-1218  
Fax  
Email [info@fireworks-display.com](mailto:info@fireworks-display.com)  
Website [www.fireworks-display.com](http://www.fireworks-display.com)  
ATF # 5-KS-113-51-5J-00621

## FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 10th day of December, 2014 by and between **Rainbow Fireworks, Inc.**, designated herein as the "SELLER" and CITY OF LANSING, designated herein as the "PURCHASER" for One Class "B" Fireworks Production to be held on the 26TH day of June, 2015.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will include a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) CLASS "B" FIREWORKS PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Seventeen Thousand Dollars and no/100 cents (\$ 17,000.00 ). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** twenty-five percent (25%) of the show cost deposit in the sum of Four Thousand Two Hundred-Fifty Dollars and no/100 cents (\$ 4,250.00 ) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Twelve Thousand Seven Hundred- Fifty dollars and no/100 cents (\$ 12,750.00 ) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** twenty-five percent (25%) of the cost of the display, Four Thousand Two Hundred-Fifty dollars and no/100 cents (\$ 4,250.00 ).

The primary term of this Fireworks Production Contract shall be for one (1) year, and shall automatically renew for two additional years at the same ONE (1) Class "B" FIREWORKS PRODUCTION Contract Fee, unless Notice of Cancellation of Renewal is given in writing by either party within 45 days of the completion of the most recent show. In the event the renewal is not cancelled by either party, during year two (2) and again in year three (3) of this contract, the twenty-five percent (25%) of the show cost deposit shall be paid by **PURCHASER** to **SELLER** no later than One Hundred Twenty (120) Days prior to next contracted show, under the same terms and conditions as stated herein.

Witness whereof, we have caused our signatures to be affixed to this document, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**SELLER:**

**PURCHASER:**

**RAINBOW FIREWORKS, Inc.**

CITY OF LANSING

By: 

Authorized Agent

By: \_\_\_\_\_

Authorized Agent





BATFE # 5-KS-113-51-5J-00621

Office 620-663-7714

1-888-886-1008

Fax 1-800-884-1218

Email: [info@fireworks-display.com](mailto:info@fireworks-display.com)

Website: [www.fireworks-display.com](http://www.fireworks-display.com)

Steve & Peggy Showalter

Dale Ragains, General Manager

76 Plum Avenue Inman, KS 67546

January 2, 2015

City of Lansing  
Attn: Jessica Waters  
Economic Development/Convention & Visitor's Bureau Assistant  
City of Lansing  
800 1st Terrace  
Lansing, KS 66043

SENT VIA: U.S. Mail

RE: 2015 Proposal for City of Independence, May 1, 2015 fireworks celebration

Dear Ms. Waters:

Here is our proposal for the May 1, 2015, fireworks show:

390 each – 2.5" Assorted Color Shells

540 each – 3" Assorted Color Shells

The total number of shell will be 930 for a total cost of \$5,000.00. The show will last approximately 15 minutes, depending on the music that is selected for the show. This includes a trained operator with a license issued by the State of Kansas, all equipment, transportation to the site, and a \$5million general liability insurance policy.

Please call me at 918-938-2183, if you have any questions.

Sincerely,

*Dale Ragains*

Dale Ragains  
General Manager  
Rainbow Fireworks, Inc.



BATFE # 5-KS-113-51-5J-00621

Office 620-663-7714

1-888-886-1008

Fax 1-800-884-1218

Email: [info@fireworks-display.com](mailto:info@fireworks-display.com)

Website: [www.fireworks-display.com](http://www.fireworks-display.com)

Steve & Peggy Showalter

Dale Ragains, General Manager

76 Plum Avenue Inman, KS 67546

January 2, 2015

City of Lansing  
Attn: Jessica Waters  
Economic Development/Convention & Visitor's Bureau Assistant  
City of Lansing  
800 1st Terrace  
Lansing, KS 66043

SENT VIA: U.S. Mail

RE: 2015 Proposal for City of Lansing, July 4, 2015 fireworks celebration

Dear Ms Waters:

Here is our proposal for the 2015, fireworks show:

**June 26, 2015 or July 3, 2015**

540 each – 3" Assorted Color Shells  
420 each – 4" Assorted Color Shells  
108 each – 5" Assorted Superior Color Shells  
27 each – 6" Assorted Deluxe Color Shells  
18 each – 8" Assorted Deluxe Color Shells  
3 each – 10" Assorted Deluxe Color Shells

The total number of shell breaks for June 26, 2015 or July 3, 2015 will be 1116 for a total cost of \$17,000.00.

The show will last approximately 23 minutes, depending on the music that is selected for the show. This includes a trained operator with a license issued by the State of Kansas, all equipment, transportation to the site, and a \$5million general liability insurance policy.

Please call me at 918-938-2183, if you have any questions.

Sincerely,

*Dale Ragains*

Dale Ragains  
General Manager  
Rainbow Fireworks, Inc.

# Rainbow Fireworks Inc.

Steve & Peggy Showalter, Owners  
Dale Ragains, General Manager  
76 Plum Avenue Inman, KS 67546

ATF # 5-KS-113-51-5J-00621

Office 620-663-6491  
620-663-7714  
1-888-886-1008  
Cell 620-921-0513  
Fax 1-800-884-1218

Email: [info@fireworks-display.com](mailto:info@fireworks-display.com)  
Website: [www.fireworks-display.com](http://www.fireworks-display.com)

January 2, 2015

To Whom It May Concern:

RE: Kirk Stephens

Mr. Stephens has over 15 years of experience in the Display Fireworks industry. Mr. Stephens has a very well staffed crew. They have been working for us for over six years. We always have customers request them back as the team of shooters.

Please feel free to contact our office with any questions.

Thank you for your business - we appreciate it very much.

Sincerely,

*Stephanie Flores*

Stephanie Flores  
Admin Asst.  
Rainbow Fireworks, Inc

**KANSAS STATE FIRE MARSHAL**

LICENSE #: ZZFOR012

STEPHENS KIRK E

5621 BLUE RIDGE CUTOFF

RAYTOWN

MO 64133

Is Granted This License As: Fireworks Display Operator

To perform duties as a Public Fireworks Display Operator as granted by the Kansas Fire Prevention Code and adopted National Standard NFPA 1123, 2006 Edition within the State of Kansas.

As granted under the authority of K.S.R. 22-1-3(a) and other provisions of the Kansas Prevention Code.

This License is valid until 06/05/2015 unless suspended, revoked or refused renewal in accordance with the provisions of KAS 22-1-4.

Effective Date: 06/05/2014

Expiration Date: 06/05/2015

*[Signature]*  
Deputy State Fire Marshal  
Chief of Investigations

LICENSE #: ZZFOR012  
STEPHENS KIRK E  
5621 BLUE RIDGE CUTOFF

RAYTOWN MO 64133

Operators must carry this card. Please cut on solid line

State Fire Marshal, State of Kansas

LICENSE #: ZZFOR012

As: Fireworks Public Display Operator

TO: STEPHENS KIRK E

RAYTOWN

MO 64133

ISSUED: 06/05/2014

EXPIRE: 06/05/2015

*[Signature]*  
Deputy State Fire Marshal  
Chief of Investigations



## REFERENCES

Dane G Hansen Memorial Museum Assoc Inc  
Logan, KS  
(Labor Day Festivities)  
Show Total: \$10,000.00  
Shirley Henrickson 785-689-4846(w)

City of Haysville  
Haysville, KS  
July 4<sup>th</sup> Show  
Show Total: \$8,500.00  
Kelsey Blue 316-529-5922(w)

Hutchinson Festivals  
Hutchinson, KS  
July 4<sup>th</sup> Show  
Show Total: \$10,000.00  
Ron Williams 620-200-7219(c)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2014

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).

<b>PRODUCER</b> Ryder Rosacker McCue & Huston (MGD by Hull & Compa 509 W Koenig St Grand Island NE 68802		<b>CONTACT</b> NAME: Kristy Wolfe PHONE (A/C No. Ext): 308-382-2330 FAX (A/C No.): 308-382-7109 E-MAIL: kwolfe@ryderinsurance.com ADDRESS: kwolfe@ryderinsurance.com		
<b>INSURED</b> Stephen & Peggy Showalter dba Rainbow Fireworks Inc. and Showalter Fireworks 76 Plum Avenue Inman KS 67546		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: SCOTTSDALE INS CO		41297
		INSURER B: NATIONAL CAS CO		11991
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

**COVERAGES**

CERTIFICATE NUMBER: 1512447344

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			CPS1935071	3/1/2014	3/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>
B	AUTOMOBILE LIABILITY			CAO0222592	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ X Hired Excess <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/>			CXS0002479	3/1/2014	3/1/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 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)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

**CERTIFICATE HOLDER****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 <i>Jodi Shanker</i>

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**City of Lansing - Fireworks Display  
Vendor Information Cover Sheet**

Vendor Name: Rainbow Fireworks, Inc.

Address: 76 Plum Avenue

City: Inman State: KS Zip: 67546

Authorized Representative: Dave Bagains

Phone: 620-663-7714 Fax: 1-800-884-1218

E-mail: dave@fireworks-display.com Website: \_\_\_\_\_

**1 YEAR CONTRACT:**


2015 Lansing DAZE Fireworks Display: \$ 5000.00

2015 Fourth of July Fireworks Display: \$ 17,000.00

**\* Attach a detailed list of types and sizes of shells for each fireworks display.**

Authorized Signature:





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## REQUEST FOR BIDS

DATE: December 1, 2014

TO: Caraway Printing  
Gate House Media  
Sunflower Publishing  
Advantage Printing  
MetroMedia

FROM: City of Lansing Economic Development/Convention & Visitors Bureau Department,  
730 First Terrace, Lansing, Kansas 66043

SUBJECT: Request for Bids for Publication of Lansing Visitors & Relocation Guide

The Lansing Convention & Visitors Bureau (CVB) is soliciting bids for the production of the Lansing Visitors and Relocation Guide. A copy of the previous edition of the Visitors and Relocation Guide is enclosed. Bidders are requested to bid the amount of guides and revenue they will remit to the CVB. Please submit sealed bids in a brief letter to the CVB. Copyright of the Lansing Visitors & Relocation Guide will belong to the City of Lansing.

The successful bidder will be responsible for the following:

1. Layout/Design (all new fonts, colors, layouts, etc.)
2. Printing (see enclosed previous edition of the Guide)
  - a. 5 ½ x 8 ½
  - b. Full Color
  - c. High Quality (paper quality and weight should be consistent with previous edition)
3. Advertising: Solicitation of Ads, Design, Layout, Overall Organization (please note all Lansing businesses must be contacted for inclusion in guide)
4. Provide an electronic copy of the Visitors Guide for use on the City website
5. Delivery to CVB

*All must receive final approval from CVB.*

The CVB will provide the editorial and assist with outline of sections in the guide.

### At minimum:

The bidder must provide at least 5,000 copies to the City at no charge.

The bidder must provide the City a profit sharing plan including but not limited to a publishing right fee.

### Timeline:

Sealed bids are due at City Hall in the City Clerk's Office, 800 First Terrace, Lansing, Kansas 66043 by **January 7, 2015.**

The publication must be packed in boxes and delivered to the CVB Office no later than **April 8, 2015.**



Jessica Waters  
Economic Development/CVB Asst.  
City of Lansing  
Lansing, KS 66043  
730 1st Terrace, Suite 2

Dear Ms. Waters,

In 1997 we started MetroMedia to be the best custom publisher for CVBs, period. Every single day we continue that mission and challenge ourselves to deliver unique and new value to our CVB/bureau partners. It is why, I believe, no chambers ever leave us as partners.

We are a Kansas-based, 20-person family owned company that delivers customized media to about 50 CVB/chambers each year. We have experience in print publishing and we produce both annual and quarterly glossy publications for our partners. We were one of the first publishers in the country to develop quarterly magazines for our partners and we continue to innovate in content and design each and every day. We have developed IOS and Android apps, websites, and customized brochures for our partners.

Our employees know the world of CVBs. We do not have "newbies" or turnover. Our average tenure employee is over 17 years. Our partners have worked with the same members of our team for 10 years and there is no learning curve.

We typically work in a 90-120 day time-frame from start to delivered product and we can deliver for April 8, 2015. We begin with a kick-off meeting with associated team-members from our company and the CVB. The direction we take is that YOU are our boss. We will provide publishing experience but this is your product and your audience. We are here to please you and the VISITORS and the community.

Our proposal on the following page is that The CVB will absorb \$0 hard costs. We will assume all production and sales costs. No extra fees or design costs for you or advertisers. We will share 15% of all sales with the Lansing CVB as well as offer \$3,000 of free advertising in 2015 to be placed in the Overland Park Visitors Guide (70,000 copies); the KCK Visitors Guide (50,000 copies), the Merriam Visitors Guide (15,000 copies); and/or the Leavenworth Visitors Guide (20,000 copies).

Thank you for your consideration.

A handwritten signature in dark ink, appearing to read "David Small".

David Small  
Owner  
MetroMedia  
913-951-8413  
dsmall@metromediapublishers.com  
www.metromediapublishers.com



## **WHY METROMEDIA?**

1. We are a custom company. No templates. No structured editorial. No telemarketers. Everything is customized for you! You are the boss!
2. We are experienced and we have experience. We have been working for CVBs since 1997 and our 1997 partners are with us today.
3. We are a family-owned company with associates that understand the CVB world. Average associate tenure at MetroMedia is 17 years.
4. We do things for CVBs nobody else in our business does. We are the first publisher to offer customized editions of the publication for visiting groups and conventions. THIS IS FREE TO YOU. \*\* (see example to right)
5. We will produce at least 5,000 copies (more can be requested by the CVB at no charge), at least 40 pages, 5.5x8.5 OR FULL MAGAZINE SIZE; Saddle stitched, four color glossy. We will sell, design, produce, and print the publication at no cost to the CVB for an annual April edition.
6. Our program includes an interactive version which can incorporate editorial and advertising hyperlinks as well as VIDEO. The edition is Android and IOS friendly.
8. Our financial program is the chamber will absorb \$0 hard costs. We will assume all production, printing, design, delivery and sales costs. We will share 15% of all sales with the Lansing CVB as well as offer \$3,000 of free advertising in 2015 to be placed in the Overland Park Visitors Guide (70,000 copies); the KCK Visitors Guide (50,000 copies), the Merriam Visitors Guide (15,000 copies); and/or the Leavenworth Visitors Guide (20,000 copies).





**Action:** Staff recommends the contract for the printing and distribution of the Lansing Connection be awarded to the Leavenworth Times in the amount of \$11,200.

**AGENDA AGENDA AGENDA**

**ITEM #** 7

***City of Lansing, Kansas  
Request for Proposals  
For  
Printing & Distribution of City Newsletter***

***A. Introduction***

The City of Lansing is requesting proposals for the printing and distribution of the city newsletter for calendar year 2015. Four editions are published each year in February, May, August and November.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

**To be considered, three (3) copies of a proposal must be received by the City Clerk's Office, City Hall, 800 First Terrace, Lansing, Kansas by 5:00 p.m. on Thursday, January 8, 2015.** The City reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by a committee consisting of the Economic Development Director, Public Information Officer, and the City Administrator.

During the evaluation process, the evaluation committee and the City reserve the right where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The respondent warrants that prices, terms and conditions quoted in the bid are firm for the period of performance stated in the production schedule.

***B. Proposal – Printing & Distribution***

NUMBER OF PAGES: 8 Maximum

NUMBER OF COPIES: 5,300

**PROOFING:** The City will provide a Microsoft Word file (created on a PC) to the vendor for the document. Vendor will provide layout and design services and present color proofs to the City for review. Vendor will be responsible for pick-up and delivery of all proofs and final copy to the City of Lansing designated personnel.

**NEWSLETTER COLOR:**

4-Color on entire publication (front, guts and back)

**Paper:** Entire document to be done on 50 lb. white offset, Tabolid finish size.

**Trim & Bindry:** Vendor will be responsible for trimming and binding the newsletter.

**\*\*Alternate Bid Option – If interested, bidders may provide an alternate bid to print the publications on glossy-magazine style paper, tabloid and/or magazine size. If an alternate bid is provided, please provide at least one example of a like-publication including the exact paper quality and size.**

**SCHEDULE:** The following schedule is planned for the printing of the Quarterly issues of the city newsletter.

#### **2015 The Lansing Connection Schedule**

##### **FIRST QUARTER\***

January 10, 2015	Information presented to vendor.
January 17, 2015	Proof presented to City for review.
January 24, 2015	Proof returned to vendor.
February 3, 2015	Completion of printing/labeling – delivered to Post Office.

##### **SECOND QUARTER\***

April 4, 2015	Information presented to vendor.
April 11, 2015	Final proof presented to City for review.
April 18, 2015	Final proof returned to vendor.
April 25, 2015	Completion of printing/labeling – delivered to Post Office.

##### **THIRD QUARTER\***

July 3, 2015	Information presented to vendor.
July 11, 2015	Final proof presented to City for review.
July 18, 2015	Final proof returned to vendor.
July 25, 2015	Completion of printing/labeling – delivered to Post Office.

##### **FOURTH QUARTER\***

October 13, 2015	Information presented to vendor.
October 20, 2015	Final proof presented to City for review.
October 27, 2015	Final proof returned to vendor.
November 3, 2015	Completion of printing/labeling – delivered to Post Office.

**\*Denotes approximate schedule.**

**ADVERTISEMENT:** The newsletter will not include advertisement for the vendor performing the printing. All content and advertisements included in the publication will be provided by the City of Lansing.

**CASS CERTIFICATION:** Printing vendor is responsible for the purchase and setting up of the mailing list for the newsletter, which will include all City of Lansing residents and businesses to be mailed out via the post office. Printing vendor is also responsible for the labeling of the newsletters with the cass certified list.

**DELIVERY and MAILING:** Printing vendor must deliver the newsletters to the post office in appropriate bundlings for mailing. Printing vendor is responsible for the cost of the mailing. All

extra copies must be delivered to the Economic Development Office at 730 First Terrace, Lansing, Kansas.

SAMPLE: A sample of the newsletter is attached. Additional samples are available for viewing from the Economic Development Director at 913-727-5488.

SAMPLE OF WORK: Vendor will include a sample of similar work that they have done with their bid price.

### ***C. Proposal Requirements - Submission of Proposals***

Three (3) copies of a proposal to include the following:

#### **(a) Title Page**

Title page showing the request for proposals' subject; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

#### **(b) Transmittal Letter**

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 60 days.

#### **(c) Technical Proposal**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the printing of the city newsletter for the City in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the respondent.

**FIRM QUALIFICATIONS AND EXPERIENCE:** Respondents shall describe their qualifications and experience with printing similar documents.

**REFERENCES:** Contact information for three (3) references on similar work shall be provided.

#### **(d) Sealed Dollar Cost Bid - Total All-Inclusive Maximum Price**

The proposer shall submit a dollar cost bid in a separate sealed envelope marked as follows:

**Sealed Dollar Cost Bid Proposal For  
The City of Lansing  
For  
Printing & Distribution of City Newsletter  
[Date]**

The sealed dollar cost bid shall contain all pricing information relative to performing the printing and distribution services as described in the request for proposals. The total all-inclusive maximum price is to contain all direct and indirect costs.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or sealed dollar cost bid. Such costs should not be included in the proposal.

The first page of the sealed dollar cost bid should include the following information:

- Name of Firm
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City.
- A Total All-inclusive Maximum Price

Proposers should send the completed proposal to the following address:

City Clerk's Office  
City Hall  
800 First Terrace  
Lansing, Kansas 66043

#### ***D. Evaluation of Proposals***

##### **Technical Qualifications (Maximum Points - 70)**

- Expertise and Experience (Maximum Points - 45)
- References (Maximum Points – 25)

##### **Price (Maximum Points - 30)**

#### ***E. Right to Reject Proposals***

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

The City reserves the right without prejudice to reject any or all proposals.



CITY OF LANSING  
BID SHEET FOR  
PRINTING & DISTRIBUTION OF CITY QUARTERLY NEWSLETTER

Able to comply with the conditions of this bid?      YES \_\_\_\_\_      NO \_\_\_\_\_

Price for each issue      \$ \_\_\_\_\_

Total Price for all 4 issues      \$ \_\_\_\_\_

Firm submitting bid \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Signature of authorized individual \_\_\_\_\_

Printed or typed name of individual \_\_\_\_\_

Phone number \_\_\_\_\_      Date \_\_\_\_\_

Comments \_\_\_\_\_

\_\_\_\_\_

INCLUDE A SAMPLE OF SIMILAR WORK YOU HAVE DONE

***General Conditions  
Governing Responses and Subsequent Contract  
City of Lansing, Kansas***

1. ***Scope:*** The following terms and conditions, unless otherwise modified by the City of Lansing within this document, shall govern the submission of proposals and subsequent contract. The City of Lansing reserves the right to reject any proposal that takes exception to these conditions.
2. ***Definitions As Used Herein:***
  - (a) The term "request for proposal" means a solicitation of a formal sealed proposal.
  - (b) The term "respondent" means the person, firm, or corporation who submits a formal sealed proposal.
  - (c) The term "contractor" means the respondent awarded a contract under this proposal.
  - (d) The term "City" means the City of Lansing, Kansas.
  - (e) The term "City Council" means the governing body of the City of Lansing, Kansas.
3. ***Completing the Proposal:*** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed by an authorized representative of the respondent and all required information must be provided. The contents of the proposal submitted by the successful respondent will become a part of any contract award as a result of this solicitation.
4. ***Request for Information:*** Requests for clarification or additional information deemed necessary by any respondent to present a proper proposal shall be submitted a minimum of five (5) calendar days prior to the proposal submission date. The request should be directed to:

Ken Miller  
Interim Economic Development Director  
730 First Terrace  
Lansing, Kansas 66043  
913-727-5488 (voice)  
913-351-3618 (fax)  
miller@lansing.ks.us

Any requests received after the above stated deadline will not be considered. All substantive requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

5. ***Confidentiality of Proposal Information:*** Each proposal must be sealed to provide confidentiality of the proposal information prior to the submission date and time. All proposals and supporting

documents become public information (except such information that discloses proprietary or financial information submitted in response to qualification statements) after the submission date and time in accordance with the Kansas Open Records Act.

6. ***Submission of Proposal:*** Proposals are to be sealed and submitted to the City Clerk's Office, 800 First Terrace, City Hall, Lansing, Kansas, 66043, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened and accepted for consideration.
7. ***Addenda:*** All changes, additions, and/or clarifications in connection with this proposal will be issued by the Economic Development Office in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the proposal. Verbal responses and/or representations shall not be binding on the City.
8. ***Late Proposals and Modification or Withdrawal:*** Proposals received after the date and time indicated on the cover sheet shall not be considered and shall be returned unopened if the respondent is identified on the proposal envelope.

Proposals may be withdrawn or modified prior to the proposal submission date. Proposals that are resubmitted or modified must be sealed and submitted to the City Clerk's Office prior to the proposal submission deadline. Each respondent may submit only one (1) proposal.

9. ***Proposals Binding:*** All proposals submitted shall be binding upon the respondent if accepted by the City within sixty (60) calendar days of the proposal submission date. Negligence upon the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.
10. ***Negotiation:*** The City reserves the right to negotiate any and all elements of this proposal.
11. ***Termination:*** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
  - (a) ***Termination for Convenience:*** In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - (b) ***Termination for Cause:*** Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance written notice requirement is waived in the event of Termination for Cause.

12. ***Tax-Exempt:*** The City and its departments are exempt from state and local sales taxes. Situs of all transactions under the order(s) that shall be derived from this request for proposals shall be deemed to have been accomplished within the State of Kansas.
13. ***Safety:*** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state, and/or local safety or environmental codes.
14. ***Rights reserved:*** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. ***Respondent Prohibited:*** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. ***Disclaimer of Liability:*** The City, or any of its departments, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. ***Hold Harmless:*** The contractor agrees to protect, defend, indemnify and hold the City Council, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to the personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
18. ***Law Governing:*** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
19. ***Anti-discrimination Clause:*** No respondent on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. ***Invoicing and Payments:*** Invoices shall be prepared and submitted to the address shown on any purchase orders generated as a result of the award of this proposal. Invoices shall contain the following information: purchase order number, description of services, unit prices, and expended totals.

# Bid for Lansing Connection

City of Lansing quarterly newsletter

From the Leavenworth Times  
Sandy Hattock – General Manager  
422 Seneca St.  
Leavenworth, KS 66048  
913-682-0305 ext. 105

January 8, 2015

Total All-inclusive Maximum Price  
\$11,200

January 8, 2015

To the City of Lansing:

The Leavenworth Times has enjoyed its association with the City of Lansing, not only in working with the city in previous years with the Lansing Connection, but also in producing the weekly Lansing Times, the city's community newspaper. It is our hope to continue working with the City to publish the Lansing Connection. We understand all the requirements and deadlines of the contract and have exemplified that we can meet those requirements in working in close cooperation with the city to produce a quality publication.

As the news and media organization that works mostly closely with the city and with our history of publications dating back all the way to 1857, we feel we are the best qualified to continue this partnership.

We look forward to working with you in 2016

Sincerely,

A handwritten signature in dark ink, appearing to read "S. Hattock", written in a cursive style.

Sandy Hattock

General Manager

# **Bid for Lansing Connection**

## **(technical proposal)**

The Leavenworth Times is interested in producing the Lansing Connection as specified in the bid request, which includes 5,300 copies four times a year.

The Times has demonstrated its capacity and ability to produce this publication in the past years, including 2010, 2011, 2012, 2013 and 2014. We have all the same resources in place to continue that partnership, including our graphic arts department, which works closely with the Lansing officials to make sure the product is done to their satisfaction. We have experience working not only with Lansing but other community organizations such as the Leavenworth School District, Leavenworth/Lansing Chamber of Commerce, Fort Leavenworth PAO, and Leavenworth Main Street. It is our goal and objective to work closely within the community to help inform the public of all the many positive things happening here.

Please note references below:

Leavenworth School District – The Link  
Mike Roth, District Superintendent  
913-684-1400

Leavenworth/Lansing Chamber of Commerce  
Jennifer Daly – Executive Director  
913-682-4112

Ft. Leavenworth Lamp PAO  
Robert Kerr, Editor/Command Information Officer  
913-684-1728





mx

SW

**SUBJECT:** Request to purchase police vehicles



**TO:** Michael W. Smith, City Administrator *m/s*  
**FROM:** Elizabeth Sanford, Finance Director *ES*  
**DATE:** January 8, 2015  
**SUBJECT:** Solid Waste Disposal Contract Extension

The City's current Solid Waste Disposal contract with Deffenbaugh Industries, Inc. is scheduled to expire on March 1, 2015. At the November 13, 2014 Work Session, staff presented a request from Mr. John Blessing, Community Relations Manager for Deffenbaugh Industries, to renew the current contract for a successive three (3) year term.

**The changes to the current contract are:**

- Clarification of the size of yard waste containers.
- Extension of yard waste collection to December 31.
- An increase to the number of yard waste bags, containers, or bundles that will be collected weekly from March through August; the number of bags, containers, or bundles collected from September through December remains the same.
- The prices for various services will not be increased in the first year of service.

**Motion:**

Staff requests that the Council make a motion to authorize the Mayor to sign the addendum approving a three-year contract extension with Deffenbaugh Industries, with an effective date of March 1, 2015.

ADDENDUM TO  
SOLID WASTE DISPOSAL SERVICE AGREEMENT

This Addendum ("Addendum") amends and is hereby incorporated into the existing agreement known as Solid Waste Disposal Service Agreement ("Agreement"), entered into by and between City of Lansing, Kansas ("City") and Deffenbaugh Industries, Inc. ("Contractor"), dated March 1, 2011. City and Contractor mutually agree to modify the Agreement as stated herein, and if any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

WHEREAS, City and Contractor agree as follows:

1. The term of the Agreement will be extended for a period of three (3) years, commencing March 1, 2015;
2. The scope of services for the three year extension shall be identical to the scope of the services covered by the Agreement with the following changes to Section 1(e):
  - a. Yard waste containers may not be larger than 35 gallons
  - b. Yard waste collection will be extended to December 31
  - c. Yard waste set outs are limited to a combined total of eight (8) bags, containers, or bundles per week for the months of March through August, and twelve (12) bags, containers, or bundles per week for the months of September through December;
3. The prices for various services will not be increased in the first year of service.

CITY OF LANSING, KANSAS

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DEFFENBAUGH INDUSTRIES, INC.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Action:**

**Staff recommends a motion to approve the Treasurer's Report for the quarter ending December 31, 2014 as presented.**

# AGENDAGENDAGENDA ITEM #

10

CITY OF LANSING  
TREASURER'S REPORT - QUARTER ENDING DECEMBER 31, 2014

Fund Name	Fund Number	Unencumbered Cash Balance 9/30/14 DR / (CR)	Receipts	Disbursements	Unencumbered Fund Balance 12/31/14 DR / (CR)	Add Reserves, Account Payable, and Encumbrances	Subtract Receivables, Other Assets, and Net Fixed Assets	Treasurer's Cash Balance 12/31/14
<b>General:</b>	10	1,512,445.26	870,182.62	1,325,536.64	1,057,088.14	2,088,988.95	1,919,396.01	1,236,486.07
<b>Special Revenue:</b>								
Library	20	124,622.97	10,442.74	51,221.10	83,844.61	176,510.90	171,744.00	88,611.50
Consolidated Street & Highway	22	212,966.95	87,551.75	104,135.58	196,383.12	6,228.61	0.00	202,611.75
Special Parks & Recreation	23	264,592.09	48,177.67	41,544.45	271,225.31	0.00	0.00	271,225.31
Special Alcoholic Liquor	24	75,464.70	2,712.55	730.16	77,447.09	0.00	0.00	77,447.09
KS Regional Prisons Museum	62	135,426.46	810.88	25.00	136,212.34	0.00	0.00	136,212.34
Hillbrook Subdivision Escrow	66	20,000.00	0.00	0.00	20,000.00	0.00	0.00	20,000.00
<b>Agency:</b>								
Bonds Posted	41	0.00	0.00	0.00	0.00	4,315.46	0.00	4,315.46
Park Land Trust	59	19,628.00	0.00	8,028.00	11,600.00	0.00	0.00	11,600.00
Mayor's Christmas	61	2,228.73	6,665.37	3,650.72	5,243.38	0.00	0.00	5,243.38
Transient Guest Tax	63	85,137.19	21,942.11	12,914.45	94,164.85	0.00	0.00	94,164.85
Facilities Renovation	73	0.00	0.00	0.00	0.00	56,130.62	0.00	56,130.62
<b>Debt Service:</b>								
Bond & Interest	40	355,059.51	115,745.63	0.00	470,805.14	1,068,747.00	1,068,747.00	470,805.14
<b>Enterprise:</b>								
Wastewater Utility	50	15,981,899.19	725,558.96	761,031.24	15,946,426.91	45,642.92	15,151,127.22	840,942.61
Solid Waste Utility	51	428,464.39	144,615.25	133,931.07	439,148.57	0.00	197,020.08	242,128.49
Investment Fixed Assets	90	3,992,316.82	0.00	0.00	3,992,316.82	0.00	3,992,316.82	0.00
<b>Capital Projects:</b>								
Capital Projects Fund	70	358,807.17	309,867.54	635,754.04	32,920.67	0.00	0.00	32,920.67
Equipment Reserve Fund	80	128,360.61	21,337.38	262.95	149,436.04	0.00	0.00	149,436.04
Police Equipment Reserve Fund	45	23,111.06	1,653.50	0.00	24,764.56	0.00	0.00	24,764.56
147th St./9B Interceptor Fund	78	2,112,722.39	0.00	603,562.21	1,609,160.18	0.00	0.00	1,609,160.18
<b>Total All Funds</b>		<b>25,833,244.49</b>	<b>2,367,243.85</b>	<b>3,062,330.61</b>	<b>24,618,167.73</b>	<b>3,498,962.46</b>	<b>22,600,346.13</b>	<b>6,377,185.06</b>

STATEMENT OF BOND INDEBTEDNESS

Bonds	General Obligation			Total
	Improvement	Revolving Loans	Waste Water Revenue	
Outstanding as of 10/01/2014	\$ 19,520,000	\$ -	\$ -	\$ 19,520,000
Retired	-	-	-	-
Issued	-	-	-	-
Refunded	-	-	-	-
Outstanding as of 12/31/2014	\$ 19,520,000	\$ -	\$ -	\$ 19,520,000
Temporary Notes				
Total Outstanding 12/31/2014				\$ 19,520,000

**Lansing Public Works Department  
Monthly Fleet Report**

Month December Year 2014

**Vehicles**

Year	Make	Model	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2008	Ford	LT	L.T. Pick-up Ext	33,670	34,281	611	
2007	Ford	LT	L.T. Pick-up Ext	26,791	26,974	183	
1998	Ford	1/2 ton	Pick-up	53,578	54,012	434	
2001	Ford	LT	L.T. Pick-up Ext	110,972	111,012	40	
2005	Ford	LT	L.T. Pick-up Ext	35,181	35,294	113	
2000	Ford	Explorer	SUV	172,702	172,866	164	
2005	Sterling	LT 8500	Dump Truck	40,938	41,066	128	
2007	Elgin	Crosswind J+	Street Sweeper	3,569	3,569	0	
1992	Ford	700	Dump Truck	61,895	61,980	85	
1999	Ford	F350 4x4	Dump Truck	81,918	82,072	154	
2000	Ford	F350 4x4	Pick-up Utility	89,198	89,348	150	
2002	Ford	F350 4x4	Dump Truck	64,877	65,103	226	
2011	International	7400	Dump Truck	7,404	7,451	47	

**Equipment**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Description</b>	<b>Hours Starting</b>	<b>Hours Ending</b>	<b>Hours Used</b>	<b>Comments</b>
1997	JD	770BH	Grader	4,867	4,877	10	
2004	IR	DD-24	Asphalt Roller	229	229	0	
2006	IR	185	Air Compressor	155	155	0	
1993	Ford	5030	Tractor	291	291	0	
1997	Bobcat	763	Skid Steer	1,878	1,887	9	
2014	Case	580 SNWT	Backhoe	11	28	17	
2002	Craico	110	Crack Sealer	716	716	0	
2003	Kubota	L3710	Tractor	1,309	1,309	0	
2009	Case	465	Skid Steer	433	433	0	
2004	Case	621D	Front Loader	2,006	2,013	7	



## Dec-2014

Unit	Year	Make/Model	Mileage as of 12/01	Mileage as of 01/02	Miles Driven	Current Use	Future Use	Comments
1	2013	Ford Explorer	26231	28276	2045	Patrol	Patrol	Fit for patrol duty
2	2012	Dodge Charger	11711	11902	191	Lieutenant	Lieutenant	Limited Use - Lieutenant
3	2006	Ford Crown Vic	139096	139096	0	Patrol	Patrol	Down For Repairs
4	2007	Dodge Charger	117194	118132	938	Sergeants	Patrol	Fit for patrol duty
5	2012	Dodge Charger	12467	12583	116	Captain	Captain	Limited Use - Captain
6	2013	Ford Explorer	15888	16686	798	Patrol	Patrol	Fit for patrol duty
7	2002	Ford Explorer	109403	109410	7	Detective	Detective	Special Use - Investigations
8	2011	Dodge Charger	36147	37148	1001	Patrol	Patrol	Fit for patrol duty
9	2012	Chevy Tahoe	46511	47940	1429	Patrol	Patrol	Fit for patrol duty
10	2011	Dodge Charger	18234	18562	328	Chief	Chief	Limited Use - Chief
11	2003	Ford F150	69052	69514	462	Animal Control	Animal Control	Fit for Animal Control duties
13	2010	Dodge Charger	65944	67044	1100	Patrol	Patrol	Fit for patrol duty
14	1995	Ford EOC Vehicle	162630	162630	0	EOC	EOC	Limited Use - EOC
15	2006	Dodge Charger	99630	100829	1199	Sergeants	Sergeants	Fit for patrol duty
16	2007	Ford Van	12821	12821	0	Transport	Transport	Fit for transport
17	2010	Dodge Charger	73750	74611	861	Patrol	Patrol	Fit for patrol duty
					0			
				Mileage Total:	10475			

Dec-14

City Influent	31.01 MG	City Avg Daily	1.004 MGD
LCF Influent	11.61 MG	LCF Daily Avg	.375 MGD
Total Biosolids	1.31 MG	Precip	1.74 inches

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use
1995	Dodge	3500	Flatbed Truck	86488	86490	2	Collection System
1999	Sterling	Vactor	Jet Truck	7618	7645	27	Collection System
2002	Ford	350	Pick Up Truck	80631	81103	472	Ops/Maint.
2002	Ford	Cr Vic	Sedan	167019	167310	291	Ops/Maint.
2005	Ford	550	Flatbed Truck	39432	39469	37	Ops/Maint.
2005	Freightliner	M2106	Dump Truck	15831	15929	98	Biosolids Disposal
Total						927	

Equipment

Year	Make	Model	Description			Hours Used	Current Use
1990	Ag Chem	2004	Solids Tanker	6506	6506	0	Spare
1991	Case	1825	Uni-Loader	922.8	922.8	0	Plant Activities
1999	Sterling	Vactor	Jet Truck	214.8	215.1	0.3	Collection System
1999	Aries	Saturn III	Camera Trailer	316.8	316.8	0	Collection System
2004	John Deere	7920	Tractor	958	960.9	2.9	Biosolids Disposal
2005	Polaris	Ranger #1	Utility Vehicle	702.6	709.1	6.5	Operations
2004	Case	621D	Loader	2005.5	2013	7.5	
2005	Polaris	Ranger #2	Utility Vehicle	841.3	841.8	0.5	Maintenance
2006	JCB	531-70	Telehandler	446.7	446.9	0.2	Plant Activities



December 29, 2014

Steven Wayman  
Lansing Police Department  
800 First Ter  
Lansing, KS 66043

Dear Mr. Wayman,

It is with great appreciation that I thank you for raising funds totaling \$315 for the American Cancer Society during No Shave November. This donation will directly benefit the cancer patients we serve.

The American Cancer Society's work is dedicated to one mission; eliminating cancer by helping people stay well, get well, by finding cures and fighting back. Donations such as yours allow the Society to remain focused on providing all patients with services to aid them in their journey.

As the Donor Stewardship Liaison, it is my pleasure to recognize and thank you for supporting the efforts of the American Cancer Society.

Sincerely,

A handwritten signature in black ink that reads "Shari Force".

Shari Force  
Donor Stewardship Liaison

Chief of Police  
Lansing Police Department  
800 First Terrace  
Lansing, Kansas 66043

Dear Chief:

Merry Christmas to you and your department! I wanted to update you on my elderly parents, James and Gloria Strother.

My wife Marsha and I moved my parents into the home with us at 224 Debra Street during July of 2007. They were 85 then and able to assist with their care and quality of life on a daily basis. We had very few concerns back then. Well, as you and your officers are aware, our address became one of notoriety on our block. Not because of criminal activity in which most homes become police knowledge, but because my mother had several transports to the hospital due to illness or she fell to the floor and I could not lift her by myself. Your patrol officers were always there to assist the EMS and fire rescue teams that responded. And each and every time, I apologized to them for the inconvenience and they always responded with similar words of no problem, this is our job.

James, who is actually my step-father, had always been the foundation of this arrangement. He was able to help my mother, and maintain his own abilities on a daily basis. 2014 had become a very difficult year with both of them. Now James began falling and having incontinence. Both of my parent's memories were failing. My mother's short term memory was gone. My wife and I became concerned for their daily safety while we were at work. They needed more and more care and trips to the emergency room. We finally had to make that dreadful decision to place them in some type of care facility.

I am happy to report that we placed them in Homestead Assisted Living on November 10, 2014. It is a very pleasant facility. Although James fell in his bathroom on December 13<sup>th</sup> and is currently getting tests at Providence Medical Center, he seems to be fine and my mother is getting along great. It was a good move for them and of course for my wife and me.

Your officers were always professional and pleasant when coming to our home. I appreciate your staff and your department. You keep us safe and ensure that citizens as we, who take on the additional care of aging family members, are provided with the best in law enforcement. For this, we thank you.

My family wanted to celebrate this season with you and your department with a small token of appreciation for all you have done for us and the community. My mother and father thanks you for all you have done. Please allow your team to enjoy some holiday treat with this gift card for Pizza Hut. I was a police officer in Dodge City, Kansas in the 80's. I remember how nice it was during the holiday season to be recognized by the public we served with small tokens of holiday candy and food.

Thanks again for all you do. Merry Christmas and have a super and safe New Year.

Sincerely,



Barry G. Shultz  
224 Debra Street  
Lansing, Kansas 66043

Merry Christmas!  
Barry & Marsha Shultz  
James & Gloria Strother

ALL CHRISTMAS LONG,  
MAY YOUR HEART BE FILLED  
WITH REASONS TO BE HAPPY!

Thank you to your  
department & officers  
for providing fun &  
educational programs  
to us throughout the  
year.

Merry Christmas!

A Dear Place



U.S. Army Combined Arms Center and Fort Leavenworth  
415 Sherman Avenue  
Fort Leavenworth, Kansas 66027-2300

*mike* December 15, 2014

Dear Mr. Smith:

I wanted to write and thank you for being a major contributor and participant at the Army Listening Session. It was important for the Army Listening Team to hear your presentation and take away the information for further evaluation. Understanding the bi-state cooperation and economic impact involved with personnel reductions is an important issue.

Thank you for taking time out of your busy schedule to participate. I look forward to our future meetings.

Sincerely,

Robert B. Brown  
Lieutenant General, US Army  
Commanding

Mr. Mike Smith  
Lansing City Administrator  
800 First Terrace  
Lansing, Kansas 66043