



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

COUNCIL AGENDA
Regular Meeting
Thursday, July 20 2017
7:00 P.M.

WELCOME TO YOUR CITY COUNCIL MEETING

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

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

Call To Order

Pledge of Allegiance

Roll Call

OLD BUSINESS:

1. Approval of Minutes

NEW BUSINESS:

Audience Participation

Presentations

Council Consideration of Agenda Items:

2. Treasurer's Report for Quarter Ending June 30, 2017
3. Approval of Engineering Agreement for City Project 17-04: Wastewater Master Plan Project #1
4. Executive Session: Non-Elected Personnel

Reports:

Department Heads, City Attorney; City Engineer; City Administrator; Councilmembers

Proclamations

Other Items of Interest:

5. Department Vehicle and Equipment Mileage Reports
6. Eisenhower Crossing – Phase 2 Preliminary Plat

Adjournment

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Sarah Bodensteiner, City Clerk
DATE: July 13, 2017
SUBJECT: Approval of Minutes

The regular meeting minutes for July 6, 2017, are enclosed for your review.

Action: Staff recommends a motion to approve the regular meeting minutes for July 6, 2017, as presented.

AGENDA ITEM #

Call To Order:

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

Roll Call:

Mayor Mike Smith called the roll and indicated which councilmembers were in attendance.

Councilmembers Present:

Ward 1: Dave Trinkle and Gene Kirby
Ward 2: Andi Pawlowski and Don Studnicka
Ward 3: Jesse Garvey and Kerry Brungardt
Ward 4: Tony McNeill and Gregg Buehler

Councilmembers Absent:

OLD BUSINESS:

Approval of Minutes: Councilmember Brungardt moved to approve the regular meeting minutes of June 15, 2017, as presented. Councilmember Trinkle seconded the motion. The motion was approved, with Councilmember Buehler abstaining from the vote.

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

Presentation

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Request to Advertise – Project 13-01: Storm Sewer Improvements for East Kay and Third Street:

Councilmember Kirby moved to authorize the Public Works Department to have contract documents prepared and advertise for bids for Project No. 13-01: Storm Sewer Improvements for East Kay and Third Street. Councilmember Pawlowski seconded the motion. The motion was unanimously approved.

Structure Removal Cost Share Request – 118 West Kansas Avenue: Councilmember Brungardt moved to approve the structure removal cost share application with the bid from Frederick Excavating for the structure located at 118 West Kansas Avenue. Councilmember Buehler seconded the motion. The motion was unanimously approved.

Main Street Overlay District Application – 612 North Main Street: Councilmember Trinkle moved to accept the Planning Commission's recommendation to approve the Main Street Overlay District application for 612 North Main Street subject to the conditions set forth and approved by the Planning Commission. Councilmember Garvey seconded the motion.

- Councilmember Pawlowski stated one of the conditions, and maybe Brian ought to answer this since I see he's here, was that the shed can't be vinyl and the picture of the one that they've got here in the, let's see, the shed shall not be constructed of vinyl siding, shall be complementary colors and materials to the existing building, but the shed that they have a picture of here is a vinyl coated steel storage shed.
 - Community & Economic Development Director Stefanie Leif replied that is correct and actually I did want to point out a correction actually to that. So this is condition number three under actions, actually the applicant did point out to me that the existing building is actually vinyl siding and I was thinking it was wood siding, so I would suggest that if the Council wants to go with that condition we would just strike materials because we don't want to allow another vinyl building. But you're right, they did submit that as their proposal, but the Main Street Overlay District specifically prohibits vinyl so we wouldn't allow a new building to have vinyl siding. That was discussed some and it sounds like the applicant is okay with that.
 - Councilmember Pawlowski stated I was on the Council when we did the Main Street Overlay District and that was in response to a building that went up on Main Street that we couldn't stop going up, I was pretty new, but Don and Dave were old hats by that time, but anyway, my concern is and it kind of goes with the next item too is that we're adding to the use because it's now an insurance office and he is changing the back part to a car detail shop, so how do we protect the Main Street; the whole reason for the MSOD was to protect Main Street to make it viable for other business to come in, that would want to come in to an area that is uniform. It's not really uniform.
 - Councilmember Kirby stated there's certain criteria that you want met.
 - Councilmember Pawlowski replied right. And my concern with both of these items is that we're violating the intent of the Main Street Overlay District.
 - Community & Economic Development Director Stefanie Leif responded sure, I think that is a valid concern, I mean one of the issues that I kind of ran into looking at the Main Street Overlay District was that it doesn't really accommodate additions, remodels to existing buildings very well. I think it's very well done to accommodate a brand new building coming in, but when you have an existing building

and you have a business owner that's trying to do something a little bit different to it, it doesn't exactly, the criteria doesn't exactly quite fit that. So when I looked at this I thought that there were pretty minor improvements that they are asking for and they are willing to not do a temporary carport but a framed structure with a shingle roof that would match the building and then the small shed. There are existing sheds to the North on the back of that property, so we thought it did fit in with that particular area. But I think that is a valid concern and one of the things that we're looking at in the unified development ordinance to have some criteria to handle these existing buildings and be able to work with that because not everybody's going to be able to do a new building.

- Councilmember Pawlowski asked so we approve this tonight and there is a carport and the guy comes in and does his car detailing and then decides not to do it next year and then we have a carport and shed back there, we don't have any control over what goes in there then, correct.
 - Community & Economic Development Director Stefanie Leif replied as long as it would be a use that is allowed, and the next agenda item talks about the use, but as long as it is a use that is allowed in the zone we wouldn't specifically be able to control that use as long as it's allowed, but we do in terms of code enforcement, if there is junk being stored back there we can definitely enforce it that way. What I looked at too and the reason why I have these as two separate agenda items is that I didn't feel like they were really contingent upon each other, so Mr. Peters the owner of the property, if he wanted to construct a carport to park his own vehicle or one of his clients vehicles under it, he could request Main Street Overlay District to do that and same with the shed, so I felt like he could do that regardless of anyone who might be using the garage or tenant he has he could do that for his own business use. So that's why I did keep it separate, if that answers your question.
 - Councilmember Brungardt stated it occurs to me that it would be very appropriate. It appears to be a nice improvement, and I think we need to use common sense with that.
 - Mayor Smith stated yeah an improvement, I agree.
 - Planning Commission Chairperson Brian Schwanz stated that's one thing that we discussed is it's actually on the backside, the shed and side. And the other piece that we talked about was we added number five as a condition that if a screen was added, they talked about maybe a tarp or something and we wanted to keep the integrity of the Main Street and that's why we talked about a lattice or a permanent structure for that side of that carport.
- Councilmember Pawlowski asked when we do the UDO will that help, I mean I know there is a lot of these questions because we've had these come up before about auxiliary structures and that kind of stuff, is that something that we can take care of in the UDO?
 - Community & Economic Development Director Stefanie Leif responded that's definitely been on the list that the consultants are looking at because I specifically said accessory buildings, additions to the existing buildings that doesn't seem like ours is a good way to address those right now in the Main Street Overlay District. We haven't seen a draft of that yet but my anticipation is that we can work that out.
- Councilmember Trinkle stated I think we, as a Council, need to consider what our Planning Commission has done. That's what they are there for, we don't want to get too stringent and we're going to put ourselves right out of business, there isn't anybody who would want to come to Lansing to build. We use common sense and I think everything is fine in my vote.

The motion was unanimously approved.

Re-zone Request – 612 North Main Street: Councilmember Garvey moved to accept the Planning Commission's recommendation to approve the rezone of 612 North Main Street from B-1 to B-3 and adopt Ordinance No. 980. Councilmember Buehler seconded the motion. The motion was unanimously approved.

Memorandum of Understanding – McIntyre Road: City Administrator Tim Vandall stated you guys can discuss before there is a motion on the floor.

- Leavenworth County Project Manager of the McIntyre Road Project, David Van Parys stated Mr. Mayor and members of the Council, thank you for the invitation to appear this evening. As the Mayor alluded to this is I'm hopeful one of the final steps in the long road that began in 2014 with the concept of the renewal of the one cent retailer county wide sales tax would take place to fund certain capital improvement needs at the county. That matter was taken to the voters, it was passed by a large margin. Three projects were identified on the

ballot question explanatory note, one of which was the improvement of East McIntyre, as I recall that is McIntyre Road East from K-7 to State Highway 5. That road project was identified years prior to that by the county public works department and the county planning department, which was based upon the projection of growth in the area, traffic count, and the need, it was seen at the time, and I still think it's still seen now, as a connecting road between K-7 and State Highway 5. The agreement that is before you this evening is a result of months of discussion between your staff and the county staff, and I've tried to keep it as simple as possible. I like to say I like to work backwards, I start with a ten thousand word document and reduce it down as far as I can, granted it's three pages but I think it accomplishes the goal of what we have which is to get the road built. The County recently went out for bids for the improvement of 147th Street, we have received six, excuse me seven bids. The final bid, the low bid was from a very reputable company which was fly spec'd, was half of what our engineering estimates were. It's a great market to go out and get these types of construction projects going. The goal of the County working with the City it to build a good road; to build a good road that we can put out for bid within ninety days, possibly sooner, as soon as possible with the idea of having the bids let in 2017 and this project completed 2018; not 2019, not sometime in the distant future, but get that road built. There is going to be a lot of growth in the metropolitan area and we want as much of that growth as possible to be in Leavenworth County, which includes the City of Lansing. This road is projected not only to benefit the City of Lansing but the County as whole. I'd ask that you consider this favorably and I'm certainly here to answer any questions you might have. I will caveat that I have never pretended to be an engineer nor has anyone ever accused me of being an engineer, so I'll defer both to; your Public Works has been in contact with our county public works and the design firm on this and we think it's a good design. Does it meet everybody's wishes? No. It is absolutely perfect? No, it's a twenty-five year road that we think sets us down the road for future development.

- Councilmember Kirby stated you talk about the design and this has went from a four lane with sidewalks to half of that, and you talk about the design and to me it's a simple yes or no question, is the road going to be built to meet City specs?
 - David Van Parys replied no.
- Councilmember Pawlowski stated this has been kind of a mess, you know. The County asked us for our comments, didn't even give us a chance to turn them in, voted on it, and lowered the design speed. They told us that they don't think traffic is going to increase on it. The speed on the road is already forty-two miles per hour, the average, and they are designing it at thirty-five. I agree we need to have that road improved, but my concern from the City of Lansing's standpoint is that it's going to turn into the fiasco that DeSoto Road/147th Street has turned into which has been repair, replace, dig it up and start over because they didn't do it right the first time and it's been another burden on the City of Lansing, we have enough burdens already, and that's my concern that the County caved and didn't do what they should have done. That's not your fault but it's very frustrating sitting here from our standpoint. It's not giving us a high speed or a higher speed access to K-5, it's just giving us paved access, which the County Commissioners don't believe it's going to increase the number of cars and it's not going to increase the speed, which is both wrong in my opinion.
- Councilmember McNeill stated I think the purpose statement there, and I agree with the County in that it's an improvement over a gravel road, that's hard not to agree with. In this MOU the purpose statement says that it will be built in conformity generally accepted engineering standards for the common good of the parties, which is us and you, and the future development of Lansing. And this has been our argument, if the road isn't built to our standards in our City, then how is that helping the future development of Lansing? I get countywide it will probably open up some opportunities, but for our City it's not really improving our opportunity for development because if we put a new, let's say we've got to put housing in there, we've got to redo that road under our specs instead of letting the development occur. So we're just going to have to go back in and redo the road for our area which has kind of been our argument. If you did our specs on our side we would be good to go, and I don't even know if that's still up for grabs, but I mean if you guys are saving half the cost on a recent contract then why couldn't you consider building it to our specs?
 - Councilmember Garvey stated I agree, if you're saving, didn't you say half, on 147th Street where is the rest of that money going to?
 - David Van Parys replied secondary roads in the county.
 - Councilmember McNeill stated it's just hard to agree if that's the purpose statement because I don't agree that that's the purpose. If the purpose was said to improve the road from a gravel road to a county road, then I could almost say I could agree with that, but I don't agree with the purpose statement as it's written right now.
 - Councilmember Kirby stated they've saved money from the get go and what they are willing to give us now is not what they offered us in the first place. If we want to put a sewer sleeve in we can if we pay for it. You've already, not you, but the County has already saved money by downgrading, or whatever you want to call it, from what we was promised in the first place. It went from four lanes with curbs and sidewalks and now we're down to this, and if we

want to put a sewer sleeve in that's okay if we pay for it. If we want two more inches of asphalt that's okay if we pay for it; you're not spending anywhere near what you said you'd spend in the first place.

- Mayor Smith stated David I appreciate you coming out here and I know you weren't always a part of all this and sometimes it's hard to stand there like that. I guess Council the bottom line is this, I've been up to the County Commission Meetings and I've seen David talk to them, I've been with Tim, Andi was up there once. I met with them, not behind doors but talking out in the hallway, I don't know if they are going to go any further, so I guess the question comes down to it do we want to sit on that road and let it be gravel for a couple of years, and that's totally up to the Council's choice, or do we want to put something on it right now that doesn't make everybody happy?
 - Councilmember Garvey stated so we're basically saying is we have to compromise.
 - Councilmember Pawlowski stated no, what we're saying is we have to cave.
 - Mayor Smith stated Jesse I'm not going with it one way or another, I just know that I've been up there too many times and I know exactly what the three County Commissioners are saying to us. I don't see anything happening in the next few years if we don't take any action tonight. And David just happens to be the messenger.
 - Councilmember Buehler stated the Mayor has a good point, I've talked to enough people that are pissed off at the County Commissioners for what they are doing, and if we say no to this then it's just going to fall back on us too, because I agree, it's just going to delay the whole project.
 - Councilmember Brungardt stated and they know that Gregg. They know that they got us.
 - Councilmember Buehler replied right they do.
 - Councilmember Brungardt responded we're going to look like the bad guys if we say no. That meeting we had was a farce where they came and talked to us, supposedly talked to us. I don't remember any dialogue.
 - Councilmember Buehler stated I agree with you Kerry, and they came and they said that they would do things and then turned around and said oops sorry we're not going to do that, and three days later voted.
 - Councilmember Pawlowski asked did Greg, did you look at this. Did Matt look at this?
 - City Attorney Gregory Robinson replied yeah.
 - City Engineer Matt Harding responded yes.
 - Councilmember Pawlowski asked any comments.
 - City Engineer Matt Harding stated we'd be maintaining a road that doesn't meet our specifications.
 - Councilmember Buehler asked how much would it cost for us to add the two inches and the sewer sleeve.
 - Councilmember Pawlowski replied we don't know that yet.
 - Mayor Smith stated yeah Tim can answer that.
 - City Administrator Tim Vandall replied Jeff was going to double check with some engineers for a rough estimate on what adding the two inches would cost. We would know that for sure when they bid it out and then at that point we would have thirty days, if it's sixty-thousand dollars, we would have thirty days to figure out if we want to add that. I know Tony Zell has a rough estimate on what the sewer sleeve would cost.
 - Councilmember Pawlowski stated to me the sewer sleeve from the County's standpoint would be a no brainer.
 - Councilmember Brungardt replied absolutely.
 - Councilmember Pawlowski stated you've got it in there before the road goes down and then you don't have to tear the road up to put it in. To me, we've done that before.
 - Councilmember Brungardt stated I agree.
 - Councilmember Kirby stated but they don't have to tear the road up to put it in, we do. That's why they don't care.
 - Mayor Smith asked Tim the sleeve would come out of the Wastewater Funds correct.
 - City Administrator Tim Vandall replied correct.

- Mayor Smith stated okay folks we've got a choice here, is there anymore comments, I think we've beat this thing to death for over a year, so we just need to decide what we're going to do one way or the other. Are there anymore comments either side?

Councilmember Studnicka moved to approve the Memorandum of Understanding with Leavenworth County for the McIntyre Road Improvement Project. Councilmember Buehler seconded the motion.

- Councilmember Pawlowski asked can we do it with reservations.
- Councilmember McNeill asked can we wait to see what it's going to cost us to bring it to our specs. Before we vote on this.
 - City Administrator Tim Vandall replied to put it to our specs is a complete re-design that would take months and months, three or four months. To add the two inches of asphalt though, we wouldn't know that until after they bid it out, but I'm not sure they are going to bid it out unless we agree to it.
 - Councilmember Buehler asked but isn't this the second design.
 - Councilmember Pawlowski stated yes.
 - City Administrator Tim Vandall replied yes.
- Councilmember Buehler asked wasn't the initial design that they did at our specs or significantly closer than this.
 - City Administrator Tim Vandall replied it had a higher level of speed, to clarify one of the comments that was made earlier I don't recall the design ever having curb and gutter on both sides or sidewalk on both sides. The previous design had a higher level of speed, so if you remember back in January we were talking about the vertical sights levels and that the average speed on there is forty-two miles per hour and we're designing it for thirty-five. That was kind of the big discussion back in January and the road was re-designed.
 - Councilmember Buehler asked so they re-designed it at a lower speed because wasn't it initially forty-five.
 - City Administrator Tim Vandall responded it was forty-five then they lowered it to thirty-five, because I think they would tell you they had citizen feedback about it.
 - Councilmember Garvey stated residents came to the meeting and voiced concerns about the speed.
 - City Administrator Tim Vandall stated that's true and I'll tell you too one of the former County Commissioners told me, it was former Commissioner Bixby, he had said I'm getting thirty phone calls from people who want to lower the speed and I'm getting no phone calls from people who want to keep it the way it is. So you remember we were trying to get the word out to people to see if that was important to them and we tried to talk about it here and I felt like at our public meeting that we had a few months ago I thought it was kind of equal, I guess I would almost say. I didn't think it was overwhelming one way or another. That being said the design speed was lowered.
 - Councilmember Pawlowski stated the lowering of the design speed meant that for Dan Butler's property there were only going to have to raise the road in front of his house four feet instead of thirteen feet, which meant that he would go in on a slight incline rather than a dip, and he was the one who was in Commissioner Graeber's ear every moment of every day. I didn't feel like the decision that they made had anything to do with the speed, it was more about the design and how it affected his property.
 - Mayor Smith asked Tony did you have anything else.
 - Councilmember McNeill asked so then if we want to build a development there, are we tearing that road up.
 - Councilmember Brungardt replied yes.
 - Councilmember Studnicka replied more than likely.
 - City Administrator Tim Vandall stated I would say it depends.
 - Councilmember Pawlowski stated you guys remember that north side is industrial or commercial in our Comprehensive Plan, so it'll have to be able to accommodate truck traffic, which is why I had my suggestion to add on the bid the two extra inches of asphalt to accommodate the trucks stopping at that intersection. It makes sense because otherwise they'll tear it up.

- Mayor Smith stated two inches extra in asphalt and that sleeve is going to be something if you all decide to do that, that we need to do.
 - City Administrator Tim Vandall stated once we get that number we would pass that along to you guys and like I said we'd have thirty days to figure out if we think it would be worth it or not.
 - Councilmember McNeill asked is that in this MOU.
 - City Administrator Tim Vandall replied I believe it is, yes. It's on 4c.
- Councilmember McNeill asked and we can make it in that time frame, no problem.
 - City Administrator Tim Vandall replied I'd email you guys as soon as I would hear about it and depending on when it is we would have at least one maybe two council meetings to consider it.
- Mayor Smith asked something else Tony.
 - Councilmember McNeill replied as long as they can't just accept the bids without any alternates and not tell us.
 - Mayor Smith stated no, it's our money and we'd have to pay, so it's going to come back to us.
 - City Administrator Tim Vandall stated I know especially on the sewer sleeve, I know Tony Zell, I believe, has spoken to the engineer on the project himself, so I know that those discussions have already been had. I've spoken with the County Administrator also about the additional two inches of asphalt so they are aware of that.
- Councilmember Buehler asked so if we put two inches of asphalt over it is there not going to be a two inch bump.
 - City Administrator Tim Vandall replied I asked that when I first asked them to consider it. I get the feeling that it would either be a slight bump and I told them if it was a substantial bump or substantial issue at a high speed not to include it, and they said they could still include it.
 - Councilmember Trinkle stated they'd probably phase it in.
- Mayor Smith anything else folks, comments. Let's try this again Sarah.
 - City Clerk Sarah Bodensteiner stated we have a motion to approve.

The motion was approved with Councilmembers Garvey, Kirby, and Pawlowski voting against the motion.

- Mayor Smith stated the motion passes. Thank you David for coming to the meeting tonight.
 - David Van Parys replied I will convey that information to the board and I would like to state one thing in closing, I understand your frustration in this and I'd like to tell you that I appreciate the courtesy that your staff has extended to me throughout this entire process and I'd like to recognize them for it.

Executive Session – Personnel Matters of Non-Elected Personnel: Councilmember Buehler moved to recess into executive session to discuss an employee's performance pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(1) for 30 minutes, beginning at 7:30 p.m. and returning to the Council Chambers at 8:00 p.m. Councilmember Pawlowski seconded the motion. The motion was unanimously approved.

Councilmember Kirby moved to return to open session at 8:00 p.m. Councilmember Pawlowski seconded the motion. The motion was unanimously approved.

REPORTS:

Department Heads: Public Works Director Jeff Rupp briefed the Council on the status of the Mill and Overlay project and problems that have arisen thus far. We are currently in the middle of the project and he will keep the Council posted on the status of the project. He also advised the Council that beginning July 18th a detour will commence on DeSoto Road so that the bridge can be worked on and the project is to last about ten days.

- Councilmember Pawlowski notified Jeff Rupp about a pot hole on East McIntyre.

Library Director Terri Wojtalewicz briefed the Council on readership and participation statistics at the library, the current summer reading program at the library, and also invited the Council to attend the Fine Arts Fair hosted by Lansing alumnus and Kansas State Homecoming Queen Gabrielle Smith on Tuesday, July 11th and the Solar Eclipse informational session hosted by the Astronomical Society of Kansas City on Tuesday, July 18th.

City Attorney: City Attorney had nothing to report.

City Engineer: City Engineer had nothing to report.

City Administrator: City Administrator Tim Vandall stated that letters have gone out to property owners for the DeSoto Road Project, and comments, concerns and other items have come up by property owners, and the Council will be briefed about those items at the August 3rd meeting. Tim discussed the success of the structure removal policy and that through that process, a voluntary demolition, and one being pursued the 'old fashioned way', the City is on its way to take care of four of the identified structures needing demolition. He also mentioned a policy he and Stefanie Leif are working on regarding waiving building permits and possibly sewer fees on new residential structures; they are currently still working on a draft and are discussing additional stipulations. He also mentioned that he spoke with the Home Builders Association and they were receptive to the idea and would even give the City a shout out in an addition of their newsletter if this policy is implemented. He reminded the Council of the upcoming Budget Work Session on Thursday, July 13th at 7pm.

Governing Body: Mayor Smith commented on the fireworks show and the crowd size of the event. He also mentioned for future discussion the possibility of sidewalks in the area of Fairlane to Ida since the school district has changed its busing policy and parents have expressed concern of their children walking to school without sidewalks. Councilmember Garvey echoed the Mayor's comments about the fireworks show. He thanked City staff on a job well done.

Councilmember Buehler echoed Councilmember Garvey's sentiments and asked about crowd size.

- City Administrator Tim Vandall advised that from when they began collecting money at 7pm for parking, they collected \$581.00
 - Community & Economic Development Director Stefanie Leif advised that for sure there were a couple thousand people and had about eighty people that utilized the shuttle from the high school

Councilmember Buehler also asked if anyone knew if people showed up on Friday night for the show that didn't hear about the postponement.

- Community & Economic Development Director Stefanie Leif stated that she was at the park that evening and saw maybe 15 cars drive in and out, and she commended her staff in getting the word out regarding the date change.

Councilmember Buehler provided a fun fact, on this day in 1785 the dollar was selected as the monetary unit for the United States.

Councilmember Trinkle stated the fireworks were excellent and that more people from outside the community are showing up each year because our show is so good.

Councilmember Kirby thanked the staff for their hard work on the fireworks show as they did a great job. He also asked about gravel from a driveway washing onto the street.

- Community & Economic Development Director Stefanie Leif stated that the City does have regulations for that and will have the Code Enforcement Officer look into it.

Councilmember Pawlowski asked about the timeline for the water line to be installed at Bernard Park.

- City Administrator Tim Vandall replied that he has not been informed of a timeline as of yet. The bid has been accepted by Lan-Del but a date as for beginning of installation has not been provided.

Councilmember Pawlowski mentioned that she received numerous complaints about fireworks and debris from fireworks.

ADJOURNMENT: Councilmember Pawlowski moved to adjourn. Councilmember Buehler seconded the motion. The motion was unanimously approved. The meeting was adjourned at 8:18 p.m.

ATTEST:

Michael W. Smith, Mayor

Sarah Bodensteiner, City Clerk

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Elizabeth Sanford, Director of Finance *ES*
DATE: July 11, 2017
SUBJECT: Treasurer's Report for Quarter Ending June 30, 2017

Please find the Treasurer's Report for the second quarter (April through June 30, 2017) attached for your review. This report is published quarterly in accordance with KSA 12-1608, 12-1609.

Action:

Staff recommends a motion to approve the Treasurer's Report for the quarter ending June 30, 2017 as presented.


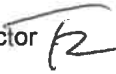
CITY OF LANSING
TREASURER'S REPORT - QUARTER ENDING JUNE 30, 2017

| Fund Name | Fund Number | Unencumbered Cash Balance 3/31/17
DR / (CR) | Receipts | Disbursements | Audit Adj. & Net Encumb. Liquidated 6/30/17 | Unencumbered Fund Balance 6/30/17
DR / (CR) | Add Reserves, Account Payable, and Encumbrances | Subtract Receivables, Other Assets, and Net Fixed Assets | Treasurer's Cash Balance 6/30/17 |
|-------------------------------|-------------|--|---------------------|---------------------|---|--|---|--|----------------------------------|
| General: | 10 | 2,238,515.27 | 1,678,078.35 | 1,420,389.53 | (15,849.96) | 2,512,054.05 | 163,998.95 | 14,947.72 | 2,661,105.29 |
| Special Revenue: | | | | | | | | | |
| Library | 20 | 132,018.43 | 113,184.16 | 67,796.42 | 0.00 | 177,406.17 | 7,049.95 | 0.00 | 184,456.12 |
| Consolidated Street & Highway | 22 | 463,878.14 | 117,051.30 | 119,067.76 | 0.00 | 461,861.68 | 7,432.80 | 0.00 | 469,294.49 |
| Special Parks & Recreation | 23 | 327,515.12 | 24,828.01 | 29,566.08 | 0.00 | 322,777.05 | 0.00 | 0.00 | 322,777.05 |
| Special Alcoholic Liquor | 24 | 27,652.78 | 2,448.25 | 0.00 | 0.00 | 30,101.03 | 0.00 | 0.00 | 30,101.03 |
| KS Regional Prisons Museum | 62 | 137,189.30 | 100.10 | 0.00 | 0.00 | 137,289.40 | 0.00 | 0.00 | 137,289.40 |
| Hillbrook Subdivision Escrow | 66 | 20,000.00 | 0.00 | 0.00 | 0.00 | 20,000.00 | 0.00 | 0.00 | 20,000.00 |
| Agency: | | | | | | | | | |
| Bonds Posted | 41 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6,812.36 | 0.00 | 6,812.36 |
| Park Land Trust | 59 | 35,200.00 | 0.00 | 0.00 | 0.00 | 35,200.00 | 0.00 | 0.00 | 35,200.00 |
| Mayor's Christmas | 61 | 10,602.13 | 108.00 | 0.00 | 0.00 | 10,710.13 | 0.00 | 0.00 | 10,710.13 |
| Transient Guest Tax | 63 | 88,397.35 | 25,224.10 | 58,665.76 | 0.00 | 54,955.69 | 0.00 | 0.00 | 54,955.69 |
| Facilities Renovation | 73 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 76,445.47 | 0.00 | 76,445.47 |
| Debt Service: | | | | | | | | | |
| Bond & Interest | 40 | 1,337,696.51 | 1,018,101.37 | 9,593.77 | 0.00 | 2,346,204.11 | 0.00 | 0.00 | 2,346,204.11 |
| Enterprise: | | | | | | | | | |
| Wastewater Utility | 50 | 15,117,120.42 | 709,669.83 | 791,670.54 | 6,457.39 | 15,028,662.32 | 287,449.50 | 13,402,992.01 | 1,913,119.80 |
| Solid Waste Utility | 51 | 568,647.43 | 179,525.81 | 152,964.09 | (24,569.72) | 619,778.87 | 3.48 | 291,081.37 | 328,700.98 |
| Investment Fixed Assets | 90 | 3,992,316.82 | 0.00 | 0.00 | 0.00 | 3,992,316.82 | 0.00 | 3,992,316.82 | 0.00 |
| Capital Projects: | | | | | | | | | |
| Capital Projects Fund | 70 | 558,611.84 | 198,769.28 | 49,557.65 | 0.00 | 707,823.47 | 0.00 | 0.00 | 707,823.47 |
| Equipment Reserve Fund | 80 | 95,987.01 | 139,049.26 | 88,265.37 | 0.00 | 146,770.90 | 0.00 | 0.00 | 146,770.90 |
| Police Equipment Reserve Fund | 45 | 32,910.56 | 3,169.50 | 0.00 | 0.00 | 36,080.06 | 0.00 | 0.00 | 36,080.06 |
| 147th St//9B Interceptor Fund | 79 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 7 Mile Creek Project Fund | 82 | 116,503.05 | 0.00 | 0.00 | 0.00 | 116,503.05 | 0.00 | 0.00 | 116,503.05 |
| 9 Mile Creek Project Fund | 83 | 1,409,797.99 | 72.33 | 549,081.96 | 0.00 | 860,788.36 | 0.00 | 0.00 | 860,788.36 |
| Total All Funds | | 26,710,560.15 | 4,209,379.65 | 3,336,618.93 | (33,962.29) | 27,617,283.16 | 549,192.51 | 17,701,337.92 | 10,465,137.76 |

| STATEMENT OF BOND INDEBTEDNESS | | | | |
|--------------------------------|--------------------|-----------------|---------------------|---------------|
| Bonds | General Obligation | | Waste Water Revenue | Total |
| | Improvement | Revolving Loans | | |
| Outstanding as of 4/1/17 | \$ 25,130,000 | \$ - | \$ - | \$ 25,130,000 |
| Retired | - | - | - | \$ - |
| Issued | - | - | - | \$ - |
| Refunded | - | - | - | \$ - |
| Outstanding as of 6/30/17 | \$ 25,130,000 | \$ - | \$ - | 25,130,000 |
| Temporary Notes | \$ - | | | - |
| Total Outstanding 6/30/17 | | | | \$ 25,130,000 |

*Published quarterly in accordance with KSA 12-1608, 12-1609 - Elizabeth Sanford, Director of Finance.

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Anthony J. Zell Jr., Wastewater Utility Director 
DATE: July 13, 2017
SUBJECT: Approval of Engineering Agreement for City Project 17-04, Wastewater Master Plan Project #1

At the April 20, 2017 regular council meeting, staff was directed to initiate the selection of a design consultant for a future sanitary sewer upsizing project across Great Life Golf Course and through Fairway Estates.

A Request for Proposal was drafted and sent to 17 engineering firms in the area, and six responses were received. The selection committee, comprised of the Mayor, City Administrator, City Engineer, City Clerk, and Wastewater Director reviewed and ranked the proposals. A brief meeting was scheduled to compare notes and review the fees from each respondent, which were opened after rankings occurred.

Based on the scores of the selection team, Professional Engineering Consultants was chosen as the best design engineer for the project. The project team from PEC has significant experience working on pipeline rehabilitation projects on active golf courses, and is what set them apart from the other five engineering firms. Staff and PEC have negotiated a fee of \$87,074 for engineering services.

Attached is a copy of the agreement and fee for consideration and approval.

Policy Consideration: None.

Financial Consideration: The total cost of \$87,074 is within the anticipated budget for this project, and sufficient funds are available from Fund 50, Engineering Studies.

Action: A motion to approve the scope and fee from Professional Engineering Consultants, in an amount not to exceed \$87,074 for design engineering services for City Project 17-04.

July 7, 2017

Mr. Tony Zell
Wastewater Utility Director
City of Lansing, KS
800 First Terrace
Lansing, KS 66043

Reference: Golf Course Relief Sewer
PEC Project No. 170605-000-3987

Dear Tony:

This letter is written to serve as an agreement between the City of Lansing, KS (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide professional services for the Golf Course Relief Sewer, in Lansing, KS, hereinafter called the PROJECT.

Specifically, PEC proposes to perform the Scope of Services as outlined in Paragraphs A and B below, which are provided for your review and approval.

A. Project Description:

1. Design of approximately 4,800 LF of 10"/12" sanitary sewer interceptor sewer from the west extent of Merion Street (MH F-03-030) then eastward across the GreatLife golf course to the existing manhole (MH F-03-050) west of Main Street. The new interceptor sewer will replace and/or provide a relief route for the existing east/west 8" sanitary sewer.

B. Scope of Basic Services:

1. Survey Services:
 - a) Prepare a one foot contour interval on-the-ground topographic survey, locating both horizontally and vertically all visible improvements that may impact the site work design following the Project Development Stage
 - b) Develop maps to identify ROW and property owner information.
 - c) Coordinate with City Staff to identify necessary O&E Reports to be obtained by Owner. A property list will be provided to the title company.
 - d) Provide legal descriptions for easements and easement exhibits on up to ten privately owned parcels.
 - e) Provide staking of proposed easement for acquisition assistance.
2. Geotechnical Engineering Services:
 - a) Development of geotechnical report in accordance with current engineering practices, that is sealed and signed by a Professional Engineer registered in the State of Kansas.

- b) The field exploration will include ten (10) exploratory borings extending to a maximum depth of approximately twenty (20) feet below existing site grade, or auger refusal.
- c) Sample depths of the subsurface materials will be determined based on the encountered materials, Shelby tubes or grab/bulk samples from auger cuttings depending on the conditions encountered in the borings. Sampling depths will be contingent on the materials encountered.
- d) Based on the location for the proposed project, bedrock is likely to be encountered within the borings. Rock coring will be provided to a depth of one (1) foot below the lowest manhole invert.
- e) Where safety allows, boreholes will be left open to facilitate determining groundwater depths.
- f) Laboratory testing will be performed to determine the index and engineering properties of the soils. Anticipated laboratory testing of select samples obtained at the boring locations include moisture content, dry unit weight, Atterberg Limits, and percent passing the #200 sieve. Actual laboratory testing and quantity of testing may vary depending on soil types encountered.
- g) The geotechnical report will include exploratory boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
- h) Geotechnical recommendations will include pavement repair design parameters including pavement thicknesses, subgrade treatment, and earthwork. Recommendations for construction of the proposed piping and manhole structures will include shallow foundation analysis, lateral earth pressure, seismic site classification, pipe bedding material recommendations, earthwork, and engineered fill recommendations.
- i) Boreholes will be plugged with sodium bentonite and capped with similar materials from the surrounding area.

3. Civil Engineering Design Services:

- a) Task A: Project Management, Meetings, & Basic Permitting
 - 1. Prepare for and conduct a Project Kickoff Meeting with Owner/staff. Kickoff Meeting to include a field review meeting of project site to view and discuss items of note.
 - 2. Prepare for and conduct the following meetings with Owner's staff subsequent to review of drawings and documents: Project Development, Preliminary Design Review; and Final Check Design Review.
 - 3. Attend intermediate project meetings to review status and outstanding design items.
 - 4. Attend up to two public meetings with City staff.
 - 5. Provide for basic permitting (KDOT, Leavenworth County, KDHE Sanitary Sewer Extension, Corps Nationwide).
 - 6. Provide internal (PEC) project management, planning and oversight necessary to ensure success of project.
 - 7. Provide internal (PEC) Quality Control (Q/C) reviews at Development/30/90% design stages and additionally as appropriate.

- b) Task B: Project Development
 - 1. Work with City Staff to obtain available record information; contact private utilities; make requests for necessary data and review said data.
 - 2. Develop, prepare and present two preliminary design concept layouts of proposed line and manholes, including proposed design criteria for Owner's review.
 - 3. Review CCTV data collected by the Owner.
 - 4. Develop cost estimates for each design concept.
 - 5. Based on the design concepts, prepare a list of anticipated permits.
- c) Task C: Preliminary Design (30%)
 - 1. Review and incorporate Owner's Project Development review comments into Preliminary Design.
 - 2. Develop base sheets.
 - 3. Prepare and present Preliminary Design plans.
 - 4. Update cost estimate based on Preliminary Design.
 - 5. Develop project specification outline.
 - 6. Identify locations to pothole existing private utilities.
- d) Task D: Final Check Design (90%)
 - 1. Review and incorporate Owner's Preliminary Design plan review comments into Final Design.
 - 2. Coordinate with Owner and Geotechnical Engineer to determine intervals and locations of geotechnical borings along the sewer route.
 - 3. Coordinate with Owner and daylighting contractor to pothole the utilities identified during Preliminary Design.
 - 4. Develop easement maps based on sewer main route.
 - 5. Prepare standard Stormwater Pollution Prevention Plan (SWPPP) to be contained within the Project Manual; general Erosion and Pollution Control Plan and Detail Sheets to be contained in the Construction Drawings; KDHE Notice of Intent (NOI) application package for submittal to KDHE.
 - 6. Develop traffic control plans.
 - 7. Develop, prepare and present Final Design drawings, specifications and cost estimates.
 - 8. Prepare and submit permits that were identified during the Project Development stage.
 - 9. Prepare displays/handouts for use by City Staff at up to two public meetings.
- e) Task E: Final Bid Document Preparation (100%)
 - 1. Review and incorporate Owner's Final Check Design plan review comments into Final Bid Documents.
 - 2. Prepare and submit Final Bid Documents.
 - 3. Prepare Engineer's Estimate of Probable Construction Costs.

- f) Task F: Advertisement & Bidding Phase Services
 - 1. Assist Owner during advertisement of project.
 - 2. Answer Contractor questions and RFI's during Bid Phase.
 - 3. Assist Owner with preparation of Bid Addenda as appropriate.
 - 4. Attend Bid Opening.
 - 5. Conduct review of Contractor bids; prepare Bid Tabulation summary; provide Recommendation of Award letter to Owner.

6. Electrical/Structural/Mechanical Engineering Services: Not Included

7. Construction Administration Services:

- a) Prepare and attend the pre-construction conference
- b) Conduct up to four (4) site visits during the construction phase.
- c) Prepare list of expected submittals and review contractor submittals.
- d) Review contractor change order requests and provide written recommendations to the Owner.
- e) Review and respond to contractor RFIs during construction.
- f) Attend final inspection and provide deficiency list.
- g) Prepare digital record drawings based on Inspector and Contractor redline markups.

C. Responsibility of the CLIENT:

- 1. Provide CCTV information for the sewers in the project area.
- 2. Acquire O&E reports for properties subject to new easement acquisition.
- 3. Easement negotiation and acquisition.
- 4. Payment of any/all permitting fees.

D. Exclusions/Supplemental Services: The following are not included in the Scope of Services defined in paragraph B above, and are either excluded or can be provided by PEC upon request by the CLIENT and execution of a supplemental services agreement.

- 1. Changes in the general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies/reports/documents or design or due to any other causes beyond the ENGINEER's control.
- 2. Code Analysis for buildings.
- 3. Permitting application preparation beyond that provided for in Task A.4 above.
- 4. Master Planning, or computer/hydraulic system modeling for the sanitary sewer system to confirm/determine line sizes.
- 5. Collection of field survey data beyond the topographic surveys provided for in the Surveying Services described above.

6. Trench shoring design.
7. Services related to land use, Planning/Zoning Department requirements including but not limited to: platting; zoning; floodplains; annexation; etc.
8. Services related to hazardous materials.
9. Value engineering studies or evaluations.
10. Preparation of materials/exhibits for, and attendance at, Public Meetings/Hearings beyond that provided for in Task A.4 and D.9.
11. Detailed construction estimates and/or constructability reviews beyond those typically provided for in the Basic Services.
12. Geotechnical investigations beyond that provided for above.
13. Site environment, Section 106 (or any other) Historic Preservation/archeological, wildlife habitat, or wetland assessments.
14. Easement development, strip map development, O&E report acquisition, and any field survey required for any necessary easements beyond that provided in the Survey Services.
15. Services related to project web sites and/or any other public information services.
16. Construction Phase Contract Administration beyond that described in B.7.
17. Construction layout staking.
18. Resident Engineering and/or Construction Observation (Inspection) services.
19. Materials testing before, during, or after design and construction.
20. Any other need, currently unknown and not included in the Scope of Basic Services, that the Owner may designate.

E. Payment Provisions:

Professional Engineering Consultants, P.A., proposes to perform the Scope of Services described above on the basis of a maximum not to exceed value in the amount of \$87,000.00.

Unless otherwise agreed upon, billings will be made once a month for work completed the previous month.

Taxes are not included in stated fees. CLIENT shall reimburse PEC for any sales, use and value added taxes, which apply to these services.

F. Time of Performance:

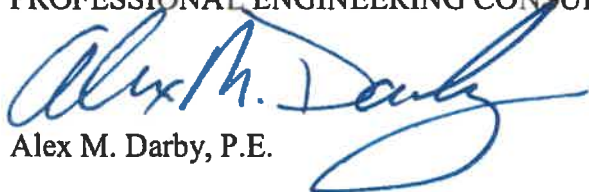
PEC proposes to begin work on the PROJECT following receipt of an executed copy of this agreement and to complete the Scope of Services in accordance with a mutually agreed schedule thereafter exclusive of any delays beyond the control of PEC.

This letter and the "Standard Conditions" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.

Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Alex M. Darby, P.E.

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: Robert A. Koopman

Title: Principal

Date: 7-7-2017

ACCEPTED:

CITY OF LANSING, KS

By: _____

Title: _____

Date: _____

PEC STANDARD CONDITIONS

1. **STANDARD OF CARE:** Professional Engineering Consultants, P.A., its officers, directors, employees, agents, shareholders, partners, consultants, sub-consultants, contractor, and sub-contractors (collectively "PEC") shall provide professional services to Client, its officers, directors, employees, agents, owners, members, shareholders, partners, consultants, sub-consultants, contractors, and sub-contractors, (collectively "Client") according to the agreed upon scope of services. PEC will perform the services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances at the time the services are performed, and in the same locality.

2. **USE OF DOCUMENTS:** Drawings, specifications, reports, programs, manuals, cost estimates, or other documents, including documents on electronic media, prepared under this Agreement are instruments of service and as such are only applicable to the subject PROJECT. Use of these documents for any other purpose without written authorization and consent of PEC is prohibited. PEC shall retain ownership thereof.

3. **INSURANCE:** PEC and the Client agree to each maintain statutory Worker's Compensation, Employer's Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC's negligent acts, errors, or omissions in providing services pursuant to this Agreement. If the Client is a design professional, then the Client agrees to maintain Professional Liability Insurance for its negligent acts, errors, or omissions in providing services pursuant to this Agreement. If a project is Design-Build, the Client and all subcontractors providing professional design or other services (e.g., architects, engineers, inspectors) shall maintain professional or similar liability insurance for claims arising from its negligent performance of said services. Proof of insurance shall be provided, upon request, prior to commencement of said services.

4. **NO GUARANTEE:** PEC does not provide a warranty or guarantee, express or implied, for any portion of the scope of services including drawings, specifications, reports, programs, manuals, cost estimates, or other documents of service. PEC does not warrant or guarantee any certification of the project, including any level of LEED certification. Items of beneficial use to the Owner, whether or not included in the contract documents, shall be paid for by the Owner. The provisions of this paragraph shall apply notwithstanding any statement or language contained in any other document or agreement that might be related to the project.

5. **INDEMNIFICATION/HOLD HARMLESS:** PEC agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client and its employees from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from PEC's negligent acts, errors, or omissions through services provided pursuant to this Agreement by PEC or anyone for whom PEC is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless PEC, its employees and subconsultants from any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) resulting from the negligent acts, errors, or omissions by Client or those contractors, subcontractors, consultants, or anyone for whom Client is legally liable, and arising from the project(s) that is the subject of this agreement. PEC is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. If any liability, damages, or costs (including reasonable attorneys' fees and costs of defense) result from the concurrent negligence of PEC and the Client, this indemnification shall only apply to the extent of each party's proportion of the responsibility.

6. **DISPUTES:** Any action or claims arising out of or related to this Agreement or the project that is the subject of this Agreement shall be governed by Kansas law. Good faith negotiation and mediation are express conditions precedent to the filing of any legal action. Mediation shall be conducted in accordance with the latest edition of the Construction Mediation Rules of the American Arbitration Association.

7. **ASSIGNMENT OR SUBLETTING OF CONTRACT:** Client shall not assign, transfer, or sublet any rights, duties, or interests accruing from this

Agreement without the prior written consent of PEC. This Agreement shall be binding upon the Client, its successors and assigns.

8. **NON PAYMENT/TERMINATION OF AGREEMENT:** If the Client fails to make payment for services and expenses within 30 days following receipt of an invoice, PEC may, after giving seven days written notice to the Client, without liability for delay charges, suspend services under this Agreement until PEC has been paid in full for all amounts due. Each party to this Agreement reserves the right to terminate the Agreement at any time, without cause, upon 15 days written notice and subject to payment to PEC for the value of services rendered up to the time of termination.

9. **DIFFERING SITE CONDITIONS:** The conditions at the site are the property of the Client/Owner regardless of whether or not they could be identified by an investigation or exploration conducted according to the professional standard of care. A "Differing Site Condition" is a subsurface, hidden, latent, or physical condition at a project site/building not revealed by the site exploration, site investigation, or other information provided to the Client and which cannot be reasonably anticipated. Special risks occur whenever engineering is applied to identifying site/building conditions. Even a comprehensive investigation according to the professional standard of care may not detect all subsurface or site/building conditions. PEC shall not be liable for site/building conditions which could not be identified by such an investigation or exploration. Accordingly, the Owner/Client agrees to indemnify, including all costs and attorney fees, and hold PEC harmless from all claims for Differing Site Conditions, provided PEC performs the services specified in the Contract in a manner reasonably conforming to the terms of the Contract and to the Standard of Care.

10. **EXTRA WORK:** Services not specified in the Scope of Services set forth in this Agreement or due to regulatory changes shall be considered "extra work". No "extra work" will be performed without additional compensation per a supplemental agreement.

11. **FORCE MAJEURE:** The Client shall not hold PEC responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of PEC, or that could not have been reasonably foreseen and prevented including, but not limited to, fire, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.

12. **AGREEMENT SOLELY FOR PARTIES' BENEFIT:** This agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

13. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, PEC's total liability to Client is limited to the greater of \$50,000 or two times PEC's fee, for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PEC be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

October 2009

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Sarah Bodensteiner, City Clerk
DATE: July 17, 2017
SUBJECT: Executive Session – Non-Elected Personnel

Executive Session will be called to discuss personnel matters of non-elected personnel.

AGENDA ITEM #

4

Lansing Police Department
Vehicle Fleet End of Month Report

Jun-2017

| Unit | Year | Make/Model | Mileage
as of 06/06 | Mileage
as of 07/10 | Miles
Driven | Current Use | Future Use | Comments |
|------|------|------------------|------------------------|------------------------|-----------------|----------------|----------------|-------------------------------|
| 1 | 2013 | Ford Explorer | 61648 | 63391 | 1743 | Patrol | Patrol | Fit for patrol duty |
| 2 | 2012 | Dodge Charger | 34268 | 35787 | 1519 | Sergeants | Sergeants | Limited Use - Sergeants |
| 3 | 2015 | Ford Explorer | 24985 | 26524 | 1539 | Patrol | Patrol | Fit for patrol duty |
| 4 | 2015 | Ford Explorer | 16695 | 17255 | 560 | Patrol | Patrol | Fit for patrol duty |
| 5 | 2012 | Dodge Charger | 22995 | 23217 | 222 | Captain | Captain | KLETC transport |
| 6 | 2013 | Ford Explorer | 42235 | 42867 | 632 | Patrol | Patrol | Fit for patrol duty |
| 7 | 2011 | Dodge Charger | 98256 | 98527 | 271 | Detective | Detective | Limited Use - Detective |
| 8 | 2011 | Dodge Charger | 72719 | 73067 | 348 | Patrol | Patrol | Fit for patrol duty |
| 9 | 2012 | Chevy Tahoe | 84461 | 86319 | 1858 | Patrol | Patrol | Fit for patrol duty |
| 10 | 2011 | Dodge Charger | 36879 | 37579 | 700 | Chief | Chief | Limited Use - Chief |
| 11 | 2003 | Ford F150 | 75771 | 76154 | 383 | Animal Control | Animal Control | Fit for Animal Control duties |
| 13 | 2010 | Dodge Charger | 101631 | 101631 | 0 | Retired | Retired | Awaiting downfit |
| 14 | 1995 | Ford EOC Vehicle | 162184 | 162184 | 0 | EOC | EOC | Limited Use - EOC |
| 15 | 2016 | Dodge Charger | 10052 | 11588 | 1536 | Patrol | Patrol | Fit for patrol duty |
| 17 | 2016 | Dodge Charger | 10788 | 11463 | 675 | Patrol | Patrol | Down for repairs |
| X13 | 2017 | Dodge Charger | 0 | 111 | 111 | Awaiting upfit | Patrol | Awaiting upfit |
| X8 | 2017 | Dodge Charger | 0 | 0 | 0 | Awaiting upfit | Patrol | Awaiting upfit |
| | | | | Mileage Total: | 12097 | | | |

Equipment

| Year | Make | Model | Description | Hours Starting | Hours Ending | Hours Used | Comments |
|------|--------|----------|----------------|----------------|--------------|------------|--------------------|
| 1997 | JD | 770BH | Grader | 5,007 | 5,008 | 1 | |
| 2004 | IR | DD-24 | Asphalt Roller | 252 | 253 | 1 | |
| 2006 | IR | 185 | Air Compressor | 179 | 180 | 1 | |
| 1993 | Ford | 5030 | Tractor | 440 | 451 | 11 | |
| 1997 | Bobcat | 763 | Skid Steer | 2,021 | 2,021 | 0 | in the shop |
| 2014 | Case | 580 SNWT | Backhoe | 603 | 619 | 16 | |
| 2002 | Crafco | 110 | Crack Sealer | 778 | 778 | 0 | |
| 2003 | Kubota | L3710 | Tractor | 1,487 | 1,495 | 8 | |
| 2009 | Case | 465 | Skid Steer | 531 | 532 | 1 | |
| 2004 | Case | 621D | Front Loader | 2,186 | 2,186 | 0 | at treatment plant |

Lansing Public Works Department**Monthly Fleet Report****Month** June **Year** 2017**Vehicles**

| Year | Make | Model | Description | Mileage
Starting | Mileage
Ending | Miles Driven | Comments |
|-------------|---------------|--------------|--------------------|-----------------------------|---------------------------|---------------------|-----------------|
| 2008 | Ford | LT | LT. Pick-up Ext | 52,383 | 52,495 | 112 | |
| 2007 | Ford | LT | LT. Pick-up Ext | 36,343 | 36,858 | 515 | |
| 1998 | Ford | 1/2 ton | Pick-up | 60,116 | 60,365 | 249 | |
| 2001 | Ford | Ranger | LT. Pick-up Ext | 115,826 | 115,884 | 58 | |
| 2005 | Ford | Ranger | LT. Pick-up Ext | 39,489 | 39,619 | 130 | |
| 2000 | Ford | Explorer | SUV | 185,357 | 185,481 | 124 | |
| 2005 | Sterling | LT 8500 | Dump Truck | 47,427 | 47,494 | 67 | |
| 2007 | Elgin | Crosswind J+ | Street Sweeper | 5,540 | 5,540 | 0 | |
| 1992 | Ford | 700 | Dump Truck | 62,887 | 62,887 | 0 | |
| 2017 | Chevrolet | 3500 | Pick-up Truck | 986 | 1,430 | 444 | |
| 2002 | Ford | F350 4x4 | Dump Truck | 70,923 | 71,224 | 301 | |
| 2011 | International | 7400 | Dump Truck | 12,196 | 12,314 | 118 | |
| 2016 | Ford | F350 4x4 | One-ton Dump Truck | 2,251 | 2,735 | 484 | |
| 2006 | Dodge | Charger | Sedan | 121,842 | 122,035 | 193 | |

Lansing Wastewater Utility Department
Lab Data and Fleet Report

Jun-17

| | | | |
|-----------------|----------|----------------|---------|
| City Influent | 32.62 MG | City Avg Daily | 1.09 |
| LCF Influent | 12.18 MG | LCF Daily Avg | .406 MG |
| Total Biosolids | 1.03 | Precip | 4.51 |

Vehicles

| Year | Make | Model | Description | Mileage
Start | Mileage
Ending | Miles
Driven | Current Use | Comments |
|-------|--------------|--------|---------------|------------------|-------------------|-----------------|--------------------|----------|
| 1999 | Sterling | Vactor | Jet Truck | 8062 | 8062 | 0 | Collection System | |
| 2002 | Ford | 350 | Pick Up Truck | 91114 | 91444 | 330 | Ops/Maint. | |
| 2006 | Ford | Cr Vic | Sedan | 149139 | 149366 | 227 | Ops/Maint. | |
| 2005 | Ford | 550 | Flatbed Truck | 41890 | 42014 | 124 | Ops/Maint. | |
| 2005 | Freightliner | M2106 | Dump Truck | 18629 | 18711 | 82 | Biosolids Disposal | |
| Total | | | | | | 763 | | |

| Year | Make | Model | Description | | | Hours
Used | Current Use | Comments |
|------|------------|------------|-----------------|------|------|---------------|--------------------|----------|
| 1991 | Case | 1825 | Uni-Loader | 938 | 938 | 0 | Plant Activities | |
| 1999 | Sterling | Vactor | Jet Truck | 2221 | 2221 | 0 | Collection System | |
| 1999 | Aries | Saturn III | Camera Trailer | 344 | 344 | 0 | Collection System | |
| 2004 | John Deere | 7920 | Tractor | 1148 | 1151 | 3 | Biosolids Disposal | |
| 2005 | Polaris | Ranger #1 | Utility Vehicle | 1155 | 1161 | 6 | Operations | |
| 2004 | Case | 621D | Loader | 2206 | 2207 | 1 | Operations | |
| 2005 | Polaris | Ranger #2 | Utility Vehicle | 1081 | 1087 | 6 | Maintenance | |
| 2006 | JCB | 531-70 | Telehandler | 517 | 520 | 3 | Plant Activities | |

PRELIMINARY PLAT OF EISENHOWER CROSSING – PHASE 2

LANSING, LEAVENWORTH COUNTY, KANSAS
SW 1/4, SEC. 13, TWP. 9S, RG. 22E

NE COR. NW 1/4, SW 1/4
SEC. 13-9-22

POINT OF
COMMENCEMENT
NE COR. SW 1/4,
SEC. 13-9-22

LEGAL DESCRIPTION:

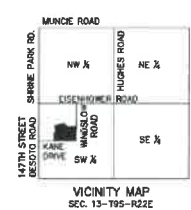
ALL THAT PART OF THE SW 1/4 OF SECTION 13, TOWNSHIP 9, RANGE 22, IN THE CITY OF LANSING, LEAVENWORTH COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SW 1/4 OF SAID SECTION 13; THENCE S 87° 15' 19" W, ALONG THE NORTH LINE OF SAID SW 1/4, A DISTANCE OF 1324.95 FEET, TO THE NE CORNER OF THE NW 1/4 OF SAID SW 1/4; THENCE S 0° 41' 18" E, ALONG THE EAST LINE OF THE NW 1/4 OF SAID SW 1/4, A DISTANCE OF 827.43 FEET, TO THE SE CORNER OF EISENHOWER CROSSING FINAL PLAT PHASE 1, A SUBDIVISION IN THE CITY OF LANSING, LEAVENWORTH COUNTY, KANSAS; SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S 0° 41' 18" E, ALONG THE EAST LINE OF THE NW 1/4 OF SAID SW 1/4, A DISTANCE OF 497.56 FEET, TO THE SE CORNER OF THE NW 1/4 OF SAID SW 1/4; THENCE S 87° 14' 22" W, ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SW 1/4, A DISTANCE OF 784.05 FEET; THENCE N 0° 36' 44" W, A DISTANCE OF 294.84 FEET; THENCE N 87° 19' 20" E, A DISTANCE OF 32.31 FEET; THENCE N 26° 05' 21" E, A DISTANCE OF 59.87 FEET; THENCE N 17° 24' 09" W, A DISTANCE OF 137.24 FEET; THENCE N 2° 14' 56" W, A DISTANCE OF 60.00 FEET; THENCE N 87° 45' 04" E, A DISTANCE OF 34.06 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 44° 32' 01", AN ARC DISTANCE OF 171.00 FEET, TO THE SW CORNER OF SAID EISENHOWER CROSSING FINAL PLAT PHASE 1; THENCE S 48° 48' 58" E, ALONG THE SOUTH LINE OF SAID EISENHOWER CROSSING FINAL PLAT PHASE 1, BEING THE SOUTH RIGHT-OF-WAY LINE OF PROGRESS DRIVE, AS NOW ESTABLISHED, A DISTANCE OF 60.00 FEET; THENCE NORTHEASTERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SAID PROGRESS DRIVE, BEING A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 43° 13' 00" E, A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 2° 55' 42", AN ARC DISTANCE OF 14.31 FEET; THENCE NORTHEASTERLY, NORTHERLY, AND NORTH-WESTERLY ALONG THE EAST RIGHT-OF-WAY LINE OF SAID PROGRESS DRIVE, BEING A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF N 85° 05' 03" E, A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 104° 09' 49", AN ARC DISTANCE OF 81.01 FEET, TO THE SOUTHWEST CORNER OF TRACT B, SAID EISENHOWER CROSSING FINAL PLAT PHASE 1; THENCE S 53° 39' 22" E, ALONG THE SOUTH LINE OF SAID TRACT B, A DISTANCE OF 262.56 FEET; THENCE N 30° 30' 38" E, ALONG SAID SOUTH LINE, A DISTANCE OF 51.68 FEET; THENCE N 87° 59' 13" E, ALONG SAID SOUTH LINE, A DISTANCE OF 245.49 FEET, TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 406,260 SQUARE FEET, OR 9.395 ACRES, MORE OR LESS.

PREPARED & SUBMITTED BY:
SHAFFER, KLINE & WARREN, INC.

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OWNER/DEVELOPER:

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KANSAS CITY, MO 64112
(816) 285-9550
DAN CARR
DCARR@USFPCO.COM



FLOOD NOTE:

THIS PROPERTY LIES WITHIN FLOOD ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT (FEDERAL EMERGENCY MANAGEMENT AGENCY) FOR THE CITY OF LANSING, LEAVENWORTH COUNTY, KANSAS AND INCORPORATED AREAS, MAP NO. 2010300143C, PANEL NO. 143 OF 425 AND DATED JULY 16, 2013.

LOT DATA:

MINIMUM LOT WIDTH: 60 FEET
MINIMUM SETBACKS: EMD
FRONT SETBACK: 20'-FT
SIDE SETBACK: 5'-FT
REAR SETBACK: 15'-FT

PLAT SUMMARY:

GROSS AREA: 9.395+ ACRES
STREET DEDICATION: 2.504+ ACRES
NO. OF LOTS: 26
LOT SIZE: MAXIMUM 16,651 SF, 0.386 ACRES
MINIMUM 7,972 SF, 0.186 ACRES
AVERAGE 10,6471 SF, 0.24+ ACRES

NOTES:

- ALL STREETS TO BE CONSTRUCTED TO CITY OF LANSING, KANSAS STANDARDS.
- THIS DEVELOPMENT SHALL BE SERVED BY AN 8" GRAVITY SANITARY SEWER SYSTEM. EXACT LOCATION TO BE DETERMINED AT THE TIME OF FINAL DESIGN.
- PROPOSED STORM SEWERS SHALL BE BASED ON THE CURRENT CITY OF LANSING DESIGN CRITERIA. STORM DRAINAGE SHALL BE HANDLED BY AN UNDERGROUND SYSTEM DISCHARGING TO THE EXISTING STORM WATER DETENTION BASIN ON TRACT B, EISENHOWER CROSSING FINAL PLAT PHASE 1.
- TRACT A IS A COMMON OPEN SPACE AND AMENITY TRACT, TO BE OWNED AND MAINTAINED BY THE EISENHOWER CROSSING PROPERTY OWNERS ASSOCIATION.
- PROGRESS DRIVE WILL BE EXTENDED AN ADDITIONAL 530+ LINEAR FEET WEST OF THIS PRELIMINARY PLAT EXTENT, TO CONNECT TO THE DESOTO ROAD IMPROVEMENTS. RIGHT-OF-WAY WILL BE DEDICATED BY SEPARATE DOCUMENT.

BENCHMARKS:

BENCHMARK 1
SET 60 PERRY SPIKE STEP IN THE SOUTH SIDE OF A POWER POLE AT THE SOUTHWEST CORNER OF PROPERTY NORTH SIDE OF KANE ROAD.
ELEV.: 924.99

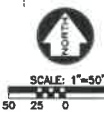
BENCHMARK 2
SQUARE CUT ON THE CENTER FRONT FACE OF A CURB INLET AT THE SOUTH END OF PROGRESS DRIVE, THE SOUTHWEST MOST INLET ON PROGRESS DRIVE.
ELEV.: 691.43

BENCHMARK 3
SQUARE CUT ON THE SOUTHWEST CORNER OF A CURB INLET AT THE SOUTHWEST CORNER OF PARKING LOT # 1004 FOR LANSING MEDICAL PLAZA.
ELEV.: 686.74

BENCHMARK 4
EXISTING RAIL ROAD SPIKE IN SOUTH SIDE OF CROSS COUNTRY POWER POLE ON THE EAST SIDE OF PROPERTY, THE FIRST POLE NORTH OF PINEHURST DRIVE, DEAD END TO THE WEST.
ELEV.: 877.41

LEGEND

- SAN — DENOTES PROPOSED SANITARY SEWER (GRAVITY)
- STW — DENOTES PROPOSED STORM SEWER
- WM — DENOTES PROPOSED WATER MAIN



DATE: MAY 22, 2017

FILE: PROJECT: 170213-010, CAD: CHAL 170213-010 PREP BY: DMS
LAYOUT: PREP: 170213-010 SUR: 170213-010 DATE: 6/2/2017
PREP DWG#: 170213-010 BAS
PREP DWG#: 170213-010 PLAT INFO
PREP DWG#: 170213-010 PREP OTHER NONE

| | | |
|---------------------|------------------|---------------|
| DESIGNED BY: SKW | CHECKED BY: SKW | DATE: 5-22-17 |
| DRAWN BY: SKW | REVIEWED BY: SKW | |
| PROJECT: 170213-010 | SHEET NO. PPT-1 | |

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SURVEYING | ENGINEERING | CONSTRUCTION

EISENHOWER CROSSING
LANSING, LEAVENWORTH CO., KANSAS
PRELIMINARY PLAT
PHASE 2 – RESIDENTIAL LOTS