



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

COUNCIL AGENDA
Regular Meeting
Thursday, February 16, 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:

2. Library Update

Council Consideration of Agenda Items:

3. Award of Bid – Centre Drive Fountains
4. Request for Permit Fee Waiver
5. Operation Green Light Program Agreement and Renewal Fee
6. Executive Session – Economic Development

Reports:

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


Proclamations

Other Items of Interest:

7. Department Vehicle and Equipment Mileage Reports

Adjournment

AGENDA SUMMARY

TO: Tim Vandall, City Administrator
FROM: Sarah Bodensteiner, City Clerk 
DATE: February 10, 2017
SUBJECT: Agenda Summary

Call To Order

Pledge of Allegiance

Roll Call

OLD BUSINESS:

1. Approval of Minutes

- The special meeting minutes and the regular meeting minutes of February 2, 2017, are attached.
- **MOTION:** To approve the special meeting minutes of February 2, 2017, and the regular meeting minutes of February 2, 2017, as presented.

NEW BUSINESS:

Audience Participation

Presentations:

2. Library Update

Items for Council Consideration:

3. Award of Bid – Centre Drive Fountains

- The Parks & Recreation department solicited requests for quotation for fountains. 5 bids were received. This was an approved item in the capital and supplemental requests for 2017.
- After review of the bids, staff is recommending Aquatic Environmental Consultants due to quality of service in past projects, familiarity with the site, and proximity of their local shop.
- **MOTIONS:** To award the bid to Aquatic Environmental Consultants for an amount not to exceed \$16,839.64.

4. Request for Permit Fee Waiver

- The Leavenworth County Humane Society has requested the sign permit fees waived for the two non-lighted signs they would apply to their rented space at 1205 North Main.
- **MOTION:** To approve or deny the waiver of sign permit fees for the Leavenworth County Humane Society.

5. Operation Green Light Program Agreement and Renewal Fee

- This agreement is for the monitoring of traffic, the monitoring and adjustment of signal operations, and the reporting of controller problems at 5 traffic signals in Lansing. The agreement joins 14 other local agencies in sustain the Operation Green Light effort.
- The per year cost of \$3,200.00 is available from the Signal Lights line item in the Street Lighting Fund.
- **MOTION:** To approve and authorize the Mayor to execute the Operation Green Light agreement with Mid-America Regional Council.

6. Executive Session – Economic Development

- **MOTION:** To recess into executive session for economic development purposes to discuss confidential data relating to the financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships for 15 minutes, beginning at ____ PM and returning at ____ PM.

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


Proclamations

Other Items of Interest

7. Department Vehicle and Equipment Mileage Reports

Adjournment

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Sarah Bodensteiner, City Clerk
DATE: February 6, 2017
SUBJECT: Approval of Minutes

The special meeting minutes for February 2, 2017, as well as the regular meeting minutes for February 2, 2017, are enclosed for your review.

Action: Staff recommends a motion to approve the special meeting minutes of February 2nd and the regular meeting minutes for February 2, 2017, as presented.

AGENDA ITEM #

CITY OF LANSING
CITY COUNCIL MEETING

SPECIAL MEETING MINUTES
February 2, 2017

Call To Order:

The regular meeting of the Lansing City Council was called to order by Mayor Mike Smith at 6:30 p.m.

Roll Call:

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

Councilmembers Present:

Ward 1: Dave Trinkle

Ward 2: Don Studnicka and Andi Pawlowski

Ward 3: Jesse Garvey and Kerry Brungardt

Ward 4: Gregg Buehler and Tony McNeill

Councilmembers Absent: Ward 1 Vacancy

NEW BUSINESS:

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Councilmember Vacancy Ward 1 Appointment: The City Council interviewed the one applicant for the Ward 1 Vacancy position.

Councilmember McNeill moved to appoint Louis E. Kirby to the Lansing City Council for an unexpired term beginning February 2, 2017 and ending January 13, 2020. Councilmember Trinkle seconded the motion. The motion was unanimously approved.

Oath of Office: City Clerk Sarah Bodensteiner issued the Oath of Office to Councilmember Kirby.

ADJOURNMENT: Councilmember Trinkle moved to adjourn. Councilmember Pawlowski seconded the motion. The motion was unanimously approved. The meeting was adjourned at 6:34 p.m.

ATTEST:

Michael W. Smith, Mayor

Sarah Bodensteiner, City Clerk

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 special meeting minutes of January 12, 2017 and the regular meeting minutes of January 19, 2017, as presented. Councilmember Garvey seconded the motion. The motion was approved, with Councilmember Kirby abstaining from the vote.

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

Presentation

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Request to Purchase Trucks: Councilmember Buehler moved to approve the purchase of 2, 1-ton trucks with snow plows from Henry Martens Chevrolet Buick GMAC as bid. Councilmember Trinkle seconded the motion.

- Councilmember Trinkle asked do they have electric windows.
 - Parks & Recreation Director Jason Crum replied yeah they do.
- Councilmember McNeill asked Jason this was already approved right. I mean what line item?
 - Councilmember Garvey stated I think it was I remember talking about it.
 - City Administrator Tim Vandall replied this would come from the Equipment Replacement fund, this would be part of that lease/purchase package we'll do.
 - Councilmember McNeill stated alright.

The motion was unanimously approved.

Legal Services Agreement for Project 52-U-2113-01: Councilmember Kirby moved to authorize the Mayor to execute the agreement with the Law Firm of Morrison, Frost, Olsen, Irvine & Schartz, LLP for services on Project 52-U-2113-01. Councilmember Garvey seconded the motion.

- Councilmember Pawlowski stated I don't recognize the name, have we used these people before?
 - Public Works Director Jeff Rupp replied no, I think they are connected with the consultants on the second item.
 - Councilmember Pawlowski stated ok.

The motion was unanimously approved.

Right of Way Acquisition Services for Project 52-U-2113-01: Councilmember Kirby moved to authorize the Mayor to execute the contract with SMH Consultants, P.A. for services on Project 52-U-2113-01. Councilmember Buehler seconded the motion. The motion was unanimously approved.

Request for Rezone of 24481 139th Street: Community & Economic Development Director Stefanie Leif stated good evening Mr. Mayor and City Councilmembers, the application before you as the Mayor outlined, there was a public hearing held on January 18th by the Planning Commission. There were four Planning Commission members there that evening, so three were absent. The motion that did pass was to recommend denial to the City Council. So there were three that were in favor of that denial and one that was opposed. The one that was opposed had really wanted more information and was more interested in continuing it to another meeting, but primarily the concerns were regarding traffic in that location and possible impacts on the neighborhood. This information is in your packet as well, I just wanted to show you where this property is. If you go South on K-7 to McIntyre Road, 139th Street is right here and this property is where it says Emmanuel Baptist Church in this location. It is 9.85 acres, it is currently zoned rural residential 2.5, it was annexed in the early 2000's and the City kept the County zoning at that time. It was not rezoned at that time to a zoning district that is actually part of the City, and the interest is to rezone it to commercial business B-3. In your packet I did include a list of permitted and conditional uses in a B-3 zone, so just keeping in mind an application that would be approved for B-3, any of these uses would be allowed. The authorized agent was interested in doing a nursery and lawn care business on this property, but a B-3 zone would allow any uses that are in that list; so just kind of keeping that in mind. Just a couple of things that came up from the Kansas Department of Transportation that the Planning Commission discussed at length. We do have some comments from KDOT; 139th Street is actually

completely in KDOT right-of-way, so the right-of-way actually extends all the way right up to here, so their interest in this of course that the business would be accessing off of 139th and so they would like to have a change of use permit as well as a traffic impact study. The traffic impact study can be in really any range depending on what the final use is, so that is something where they would need more information from the applicant on before making a decision before granting a change of use permit. So with that, I'll turn it over to some comments from both the applicant and folks that are here tonight.

- Mayor Smith stated once you raise your hand and come forward, give us your name and your address if you'd like to address this issue, I'd appreciate it. Who would like to go first?
- Larry Dunn of 14026 McIntyre Road voiced his concern with the impact of a commercial entity that could turn into any one of one-hundred different uses after a rezone to B-3 was granted. He also addressed his concern of run off from the business into the lake.
- Tom Darnell of 14008 McIntyre Road stated that he is in favor for what Mr. Jensen has planned for the property. He also stated that across from his home is a commercial business and he has had no issues with that being there.
- John Stalec of 14060 McIntyre Road stated that as a truck driver, he has major concerns with delivery trucks and trucks pulling lawn equipment being able to turn safely from 139th onto McIntyre without backing up traffic or becoming a safety issue. He also mentioned concerns with runoff. He also mentioned his concern that if the rezone is granted to B-3 any business can go in there, and while a nursery is ok, a liquor store is not.
- Les Yother of 14124 McIntyre Road expressed his concern regarding property values with having a commercial business in a residential area, along with his concerns of run off and the traffic impact.
- Ron Barry vice-chairperson on the Planning Commission addressed some of the concerns the Planning Commission had that aided in their decision to recommend denial of the request. The request is to rezone the entire 9.85 acres to a B-3 zoning. If approved as a B-3 any of the allowed types of business could be conducted at that location, not just the intended use by the Authorized Agent. The Comprehensive Plan was considered by the Planning Commission, which called for an extension of the MSOD, and the Future Land Use map identifies the area as single family residential; also the concern with spot zoning arose. He also addressed that City sewer would not be close enough to connect to, so the property will have to be on septic. The traffic study was a concern with the Planning Commission and what type of impact it would have as well as the impact it would have on the KDOT K-7 Corridor Master Plan. It was also mentioned that 139th is a chip & seal road, so there was concern over stability or problems in the future. The Planning Commission also considered the traffic impact to residents. He also mentioned that no information was provided nor was a study done regarding water run off.
- Austin Reynolds of 24417 139th Street expressed his support of the rezone and feels the impact will be very minimal and that the positives outweigh the negative. He also mentioned that if a special permit very specific to what Mr. Jensen wants to do could be done so the if he does sell the property nothing unwanted would go there, he'd been in favor of that as well.
- Julie Sentman of 24511 139th Street expressed her support of the nursery going in. She mentioned that she didn't see any major impact with traffic in that area. She agreed that it would beautify the area and be an asset.
- John Jacobson speaking on behalf of Kevin Jensen expressed that the Future Land Use map calls out the majority of the area in question as commercial and office, while the parcel in question is called out to be residential. He also mentioned that he didn't feel there would be any impact to the K-7 Corridor Management Plan and it is viewable on the KDOT website. He mentioned that the authorized agent is planning on using the existing structure. He addressed run off an advised that since there will not be an exponential increase in structure, so there would not be an exponential increase in impervious surface, except for the parking lot, and that would be required to follow the zero increase run off policy the City has. He advised that Mr. Jensen has secured the services of GBA to address the Traffic Impact Study. He also mentioned KDOT has reviewed this based on the land use element and has determined in their preliminary study that there are no geometric improvements they are going to recommend. He may have to widen his entrance to the site. He also advised that Mr. Jensen is willing to commit to that study and spend the funds necessary to get that completed if that is part of the situation.
- Fred Nason brother of a resident on the same road of the property expressed that he did not feel there would be any issue with trucks accessing 139th street. He expressed that there is plenty of room.
- John Stalec of 14060 McIntyre Road re-stated that with his experience with truck driving and doing truck rodeos, that there is no way to button-hook the turn onto or off of 139th street.

Councilmember Garvey moved to remand the application to the Planning Commission with a recommendation that it is re-noticed as a rezone to a B-3-P (B-3 Planned Overlay District). Councilmember Buehler seconded the motion.

- City Attorney Gregory Robinson asked are you directing them to look at all options with an emphasis on the zoning that you specified or is that the only thing you want them to look at.

- Councilmember Brungardt asked what's your rationale, Jesse.
 - Councilmember Garvey replied there were only four people on the Planning Commission at the meeting and I believe there will be more discussion if it is sent back to them.
 - Councilmember Brungardt stated something to think about it, if we have a quorum here and two of us aren't here we don't go back and discuss.
 - Councilmember Garvey replied I was at that meeting Kerry and I listened to the discussion at that meeting and I've heard the discussion here tonight and I think it needs to go back. That's just my opinion, if you're not in favor then vote no.
- Councilmember McNeill asked is there a way we can do a conditional use for this land and then if they sell the property or something, change it back to residential. A lot of good folks came up and said hey I've seen this landscaping place, I've seen the plan, and I know the person, and that's great, but as soon as the tavern moves in there, which is also on the list, folks are going to be a little upset that there is a tavern there that stays open until two in the morning, with drivers coming in and out. There is a whole bunch of different things on that list, I have no problem with the landscaping place going in there and most of the majority of the residents don't, but we're supposed to look to the future of that land use not just what could go there today. That's my angst with approving that part unless we can do it on a conditional use.
 - Community & Economic Development Director Stefanie Leif replied I think that is a very good question, and in my opinion I don't think there is a way to do a conditional use permit the way it is right now, and Greg and I have talked about this, in my opinion there isn't, we never rezoned it to a City zoning district during the transition from annexation to the City, we kept the County zoning, but that same County zoning district does not actually exist in our zoning code, so we don't really transfer the regulations. Once it's annexed into the City the City regulations guide it and we don't have City regulations that actually guide it, so in order to do a conditional use permit you need to have a use that is in that list of conditional uses, so in this case if it was zoned R-1 which is residential it's a more restrictive residential zone, if this landscaping and lawn care was listed as a conditional use, then we could definitely go about it that way and they could apply for a conditional use permit. But because it is in this sort of middle ground, and I don't know if Greg wants to respond at all on it, but that planned overlay district is really where I was coming from if the City did want to allow this particular use, they would be very limited to an approved plan, so they would have a development plan that would go before the Planning Commission for a public hearing and then come before the City Council, and it would be very specific to their use. Now ten years down the road and they are no longer in that location and they want to sell it to somebody else, then that new business would have to come in and amend that plan and get a new plan, and that's the way I understand the code and I feel like that would be the best tool to use if that was a use that you wanted on this particular site.
 - Councilmember Garvey asked the Council would have to approve that new plan.
 - Community & Economic Development Director Stefanie Leif replied correct.
 - Councilmember Pawlowski asked the Planning Commission approves it first then sends it back to us.
 - Community & Economic Development Director Stefanie Leif replied right.
 - Councilmember McNeill stated you say that we didn't put anything new there, that it was zoned like the County had it, however we've been in several discussions on the current Comprehensive Plan that says its zoned residential, right? In the Comprehensive Plan it shows that it's residential, so every time somebody comes in here and wants to put a, if it was zoned commercial in the Comprehensive Plan and we say eh, we don't really want to go commercial, then they could sue the City and say hey.
 - Councilmember Garvey stated aren't we in the middle of reviewing the Comprehensive Plan and making changes in places that were wrong.
 - Councilmember McNeill stated it's been approved, Jesse, it's been approved, that was the way we approved it, right, because we didn't always agree on everything that is was zoned at. That happened to us already, that's how we got another apartment complex up there that was A-1 but it was not in our Comprehensive Plan as being rezoned. Not that one it was another one, sorry, different property.
 - Community & Economic Development Director Stefanie Leif stated the Comprehensive Plan is a guiding document, you can still make decisions that are not in conformance with it, but the best situation in that case is to amend your Comprehensive Plan to truly reflect, but it is a guide it is something that the City puts a lot of time into with the hope that we're following it as we make decisions.
 - Councilmember McNeill asked but you can't change back is what I'm saying. If we say we're going to let that be rezoned, then later after he sells it and we say oh no just kidding, because we don't want something else that we don't want in there to go in there.

- Community & Economic Development Director Stefanie Leif replied the City can always initiate a rezone on a property, but unless that property owner wants that rezoned it's a pretty tough fight to get that to happen. But you can change zoning just as the application before you now, but it is pretty tough once it is that way.
- City Attorney Gregory Robinson stated ultimately you have to make a decision in this body to what it is you want to do. Do you want control or do you want no control. If you allow a zoning that allows a thousand uses then you're going to lose that control, because if that business folds up, moves away, whatever, it is then subject to be sold to be used for whatever the property owner permits. It still have to come in for its plans and all those types of things, but you're going to lose the ability to say no we don't want that there, as long as it meets the requirements and meets all the underlying development, infrastructure and those types of things. But if you want control and you're going to allow what we refer to as spot zoning, so to speak, in my opinion it's better to do that through conditional uses, special uses things like that so where you still retain the control, so if it gets out of hand and gets out of control and it doesn't conform to what you were told it was going to be for, then it can either expire, you pull it at the end of the term; special use, that's what Stefanie and I are going to look into to see if special use is more appropriate, if it's allowable, because then you have more control because you can pull it. Whereas we talked before with Mr. Kaup is if it's conditional use it can go with the land, it can go for the full five years, so your exposure for control is expanded outward and makes it delayed for action, however, special use it's perhaps that you're going to be able to more responsive to any problems that you may receive so that's what Stefanie and I are trying to look at to see what would be the appropriate thing. It kind of boils down to what kind of control you want, whether or not, because in some respect if we go with this overlay, and Stefanie and I talked a little about this, is that are you then technically really starting to do spot zoning. You are doing an overlay on a 9.85 acre tract, then what happens in the future use, what if the use just the north of it has a more appropriate business for what you want to zone it or what the Comprehensive Plan calls for, but now you've spot zoned it with an overlay on it, that now doesn't really make that applicable sitting next to each other, so then you start playing leap frog with properties because of something we're overlaying onto something and again, that's the kind of answers we've got to get solved so you can look at and say we want to go this route.
 - Councilmember Pawlowski asked are you saying that the B-3-P we aren't even sure that can be done.
 - City Attorney Gregory Robinson replied no I believe that it probably can be done, but ultimately as the legislative body you have to determine is that what we want to do.
 - Councilmember Pawlowski replied but is there a better option?
 - City Attorney Gregory Robinson responded that's what she and I are going to talk about whether or not that would be a conditional use, whether it would be a special use, and we still have to work out some issues with the County zoning right now, because right now it's at 2.5 residential zoning, so I want to speak with some other folks and Stefanie to see; we've never rezoned this can we then adopt, or look at what the County would do. Can we go through and adopt a process where you're a County zoning but you're a City property we're going to look at this and apply the County rules to it because this is zoned County right now, so I'm going to look at it and get those kind of answers so that Stefanie and I can then recommend to you folks and the Planning Commission, it's obviously you guys' choice at the end of the day.
 - Councilmember Pawlowski asked but do we need to table it or just send it back to the Planning Commission to look at.
 - City Attorney Gregory Robinson stated I think that was kind of what the motion was, the only reason I butted in...
 - Mayor Smith stated we've got a motion on the floor and we need to answer that first.
 - Councilmember Brungardt stated I'd like to hear what Greg's got to say.
 - Councilmember Pawlowski stated we might want to amend it.
 - City Attorney Gregory Robinson stated what I was going to say was the only reason I butted in was because I didn't want it to go back perhaps and be handcuffed to simply go back and discuss B-3 Overlay. Do you want the Planning Commission to look at all options that it can then recommend to this body for either adoption, rejection, whatever.
 - Councilmember Buehler stated you made the motion, so is that what you want?
 - Councilmember Garvey stated I want all options.

Councilmember Buehler withdrew his second.
Councilmember Garvey withdrew his motion.

Councilmember Garvey moved to remand the application to the Planning Commission for review of any options.

Councilmember Buehler seconded the motion.

- Councilmember Kirby stated I'm going to throw out there because I agree with Kerry, it seems like to me, they didn't get what they wanted so now we're going to say there wasn't enough people at the meeting and that's not the way we operate here.
 - Councilmember Buehler stated half the people here were for it, half of the residents, half of the people here were not for it and there are still a lot of questions.
 - Councilmember Kirby stated but that's my point, I didn't get what I wanted there were only four people there, so I want another bite at the apple, that's what I'm hearing.
 - Councilmember McNeill stated sending it back to the Planning Commission gives time for our staff as well to look at other options. Again, if there is some way that we can do it, in my view, in a kind of special use where I think most of the folks here wouldn't mind having there but probably wouldn't want a bar down the street or something, and if it becomes a big issue, you can pull a special use permit or then we can say at the fifth year it ends, that's what I need to know if we can do that.
 - Councilmember Trinkle asked we're not giving them anything we're just looking for more options.
 - Councilmember Pawlowski asked Stefanie is there some way to see, that thing has been annexed for what ten years, and it still carries the County zoning which is another issue, and obviously nobody knew until you started looking at it, can that be fixed too?
 - Councilmember McNeill stated it will be rezoned in the UDO.
 - Councilmember Pawlowski replied I'm not talking about just that parcel, because it's the whole area.
 - Community & Economic Development Director Stefanie Leif responded yeah, pretty much everything that was annexed in in the early 2000's. We have in our zoning code where it says that properties do annex in and keep their County zoning, but really how that usually works is it is kind of a transition so it comes in with a zoning district, so you're not annexing something in that doesn't have any regulations. Typically that's rezoned to something that the City wants it to be zoned to, a lot of times you rezone it to really you're most restrictive zone, so it may be R-1 or A-1, something that doesn't allow a whole lot on it. That would be something that we would have to talk to all the owners of the properties and let them know what is going on, unless we rezone it to something that exactly matches what the County zoning is which is an option if we're looking at something that would be more dense there than what they currently have or any other changes, we'd have to talk to the owners.
 - Councilmember Pawlowski stated this is probably going to be the only time this happens.
 - Community & Economic Development Director Stefanie Leif responded it's hard to say, as these other properties potentially come up.
 - Councilmember Pawlowski replied I mean it's been ten years and it's just happened now, but who knows.
 - Councilmember Studnicka stated but wasn't the whole point of our Comprehensive Plan when we approved it and then the next step was we were going to line our zoning codes and rezone to the land uses that we wanted, we haven't done that yet.
 - Councilmember Pawlowski stated I think that's what she's working on now.
 - Community & Economic Development Director Stefanie Leif replied yeah with the UDO we started working on that this year.
 - Councilmember Studnicka stated so by remanding this back to the Planning Commission will we be able to explore special uses or whatever so the City retains control of this.
 - City Attorney Gregory Robinson replied Don how I envision this is we will look at all of those options, put those basically in a memo once the Planning Commission makes its findings, we can make all those options available and known to the Council, so perhaps you give direction or you go to adopt it and say no we want this one, we like this one, if we're going to do this we'll do this. Obviously we're not going to push up to you and say we recommend you do this because this is one of these issues that is simply here's your facts, you're the body, you make the decision.
 - Councilmember Studnicka stated I understand but what I'm saying is I agree with Mr. McNeill down here on the end of the dais, if we do a special use permit or whatever, and then Mr. Jensen or whomever decides I'm not going to have a nursery anymore and I'm going to do something else and that goes away and that reverts back to its current zoning, so we won't have to worry about a bar going in or another car shop or something like that.

- Councilmember Pawlowski stated or a freight terminal.
 - City Attorney Gregory Robinson stated again, it kind of goes back to my comments about what kind of control you want to have. If you rezone it to whatever, it's just a zoning, if you want some control with conditions or special uses then that is in your area of decision.
- Councilmember Pawlowski stated I talked to Austin earlier today, I told him that part of what we have to think about is the future use not just the current use of what they say because of unintended consequences that happen when we do things like this because we've been down this road many many times, so our concern has to be for the current property owners not the maybe property owners, right, I mean that's our responsibility; is to the residents who live there, and the other thing that I hear that wasn't mentioned was we've had lots of trouble with the intersection at Gilman that we've talked about many times over the years, this intersection is only a half mile down the road but it's faster traffic. Gilman, the traffic is supposed to be going fifty, at McIntyre the traffic is supposed to be going sixty-five and we've had people in here over the years talking about wanting a light at Gilman, we've never been able to get it, we'll have people in here talking about wanting a light a McIntyre next. Those were some of the other comments made at the Planning Commission meeting.
- City Attorney Gregory Robinson stated if you guys do approve to send it back to the Planning Commission, there was a comment made in reference to the K-7 Corridor Management Plan, if you want and maybe have some discussion about that and about how much you want to adhere to that.
 - Councilmember Pawlowski stated KDOT hasn't adhered to it.
 - City Attorney Gregory Robinson stated that's my point, it seems like the City of Lansing is the only one that raises its head to say no, we've got this corridor plan where you drive up and down K-7 and they are violating this MOU and Corridor Plan seems like every day. So how much and how much longer do we want to adhere to it, if at all, and I think that perhaps some guidance from this body to the Planning Commission because it has been put out here this evening that perhaps we should look at that and you might want to give some guidance as to how much weight you want to give that. I don't want to think that we're handcuffed to this Corridor Plan when we know darn near every other city up and down the thing but Lansing is violating the thing.
 - Councilmember Pawlowski stated in my mind it's not even applicable anymore because like I said, we're the only ones that have paid attention to it and everybody else has violated it and even KDOT.
- Mayor Smith asked anything else, Andi anything else.
- Councilmember Trinkle stated I want to understand what the motion is.
 - City Administrator Tim Vandall replied to remand it back to the Planning Commission for review of all options.

The motion was approved, with Councilmembers McNeill, Trinkle, Garvey, and Buehler voting in favor of the motion, and Councilmembers Brungardt, Studnicka, Kirby, and Pawlowski voting against the motion. Mayor Smith broke the tie voting to approve the motion.

REPORTS:

Department Heads: Department Heads had nothing to report.

City Attorney: City Attorney had nothing to report.

City Engineer: City Engineer Matt Harding advised that he has offered the County to be part of the review process of McIntyre Road. Matt advised that he can make comments, but they may be perceived as from a citizen and not on behalf of the City, but he still intends to comment.

- Councilmember Pawlowski asked about any legal stake the City has in regards to how the Urban Growth Management Area is developed.
 - City Attorney Gregory Robinson replied that he is still looking into the issue.

City Administrator: City Administrator Tim Vandall mentioned that the City is on the County Agenda regarding the savings from scaling back the McIntyre Road Project for Monday at 10 a.m. and advised that if any Councilmember wants to attend, feel free to do so. He stated that news has broken today that LCF is planning some new construction. The details are very scant at this time and we haven't heard anything in regards to utilities. He also congratulated Public Works Director Jeff Rupp for his one year work anniversary with the City.

Governing Body: Councilmember Garvey congratulated Jeff Rupp for making it a year and thanked the residents in the audience for coming to the meeting and adding their valued opinions to the discussion. Councilmember Buehler seconded Councilmember Garvey's sentiments and provided a fun fact, on this day in 1790 the Supreme Court convened for the first time ever.

Councilmember McNeill thanked the residents for providing input on the rezone issue as it is very helpful to hear from the residents on matters like this.

Councilmember Brungardt seconded the sentiments of Councilmember McNeill and told Austin Reynolds it was very cool to see him all grown up and have him participate.

Councilmember Studnicka thanked everyone for coming and participating.

Councilmember Trinkle echoed the comments of Councilmember Studnicka and expressed that he felt sending the rezone item back to the Planning Commission is a good idea to make sure the Council gets all the options laid out and all the questions answered, so a hasty decision is not made.

Councilmember Kirby thanked everyone for showing up tonight and expressed to Jeff Rupp how integral he has been since he's been with the City. He mentioned that a lot of issues have been addressed and resolved since he's been here that were long overdue.

Councilmember Pawlowski congratulated Jeff Rupp and asked Austin Reynolds how he liked the meeting and his opportunity at public speaking. She invited him to come to more meetings.


ADJOURNMENT: Councilmember Pawlowski moved to adjourn. Councilmember Brungardt seconded the motion. The motion was unanimously approved. The meeting was adjourned at 7:57 p.m.

ATTEST:

Michael W. Smith, Mayor

Sarah Bodensteiner, City Clerk

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Terri Wojtalewicz, Library Director
DATE: February 8, 2017
SUBJECT: Library Update



Library Director, Terri Wojtalewicz, will be presenting a year in review for Lansing Community Library.

Policy Consideration: N/A

Financial Consideration: N/A/

Action: N/A/

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Jason Crum, Parks and Recreation Director 
DATE: February 9, 2017
SUBJECT: Award of bid – Centre Drive fountains

The Parks and Recreation Department solicited requests for quotations from five companies that deal with fountains. The following quotes were received:

Aquatic Control	\$16,357.00
Aquatic Environmental Consultants	\$16,839.64
Kenney Outdoor Solutions	\$17,115.12 (does not include installation)
Midwest Turf and Irrigation	\$17,230.47 (does not include installation)
Professional Turf Products	\$22,837.30

After review of the bids, staff is recommending Aquatic Environmental Consultants for this work. This is due to quality service on past projects, familiarity with the site, less opportunity for contingency costs in their bid and the proximity of their local shop. They are located in Bonner Springs.

Financial Consideration:

These items are a City Council approved Capital and Supplemental purchase for 2017. City Council approved \$22,000 for the purchase of these items in the 2017 budget process. The funds are available in account number 10-030-43301 Parks and Recreation General Fund Acquisition.

Policy Consideration: N/A

Action: Staff recommends a motion to award the bid to Aquatic Environmental Consultants for \$16,839.64.

City of Lansing

800 First Terrace
Lansing, KS 66043
Telephone: 913 727-3233
Fax: 913 727-1538

REQUEST FOR QUOTATION**TO:**

Aquatic Environment Consultants, Inc.
PO Box 307
Scotland, PA 17254
717-264-9778

Destination

Centre Drive Detention Ponds
Lansing, KS

DATE January 23, 2017
REQUISITIONED BY Jason Crum, Parks and Rec
DELIVER BY (Date) ASAP
SHIP VIA
F.O.B. Delivered
TERMS Net 30 days after delivery

This Is Not An Order.




The City of Lansing reserves the right to reject or accept any and all bids.

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
2		Otterbine 5hp 230/3/60 motor	5,312.24	10,624.48
2		Gemini 60 HZ nozzle	484.32	968.64
550'		Cable power 10/4 (one fountain 250' and one 300')	3.54	1,947.00
2		LED lights 4 light 12V, 6.5 Watt day cool	1,427.01	2,854.02
550'		Cable LED 16/2 (one fountain 250' and one 300')	0.81	445.50
		Installation of the above equipment	0.00	0.00
		Note: Owner will be responsible to have an electrician mount the control panel and connect 230 v triple phase power with a neutral to the control panel.		
Comments			SUBTOTAL	\$16,839.64
			FREIGHT	0.00
			TAX RATE	0.000%
			TAX	0.00
			TOTAL DUE	\$16,839.64

Joseph V Pinkerton
Authorized by

1-24-17
Date

AGENDA ITEM

TO: Tim Vandall, City Administrator 
THRU: Stefanie Leif, AICP, Community and Economic Development Director 
FROM: Rebecca Savidge, City Inspector 
DATE: February 9, 2017
SUBJECT: Permit Fee Waiver Request – Leavenworth County Humane Society

The Leavenworth County Humane Society is renting space in Lansing while continuing to pursue a permanent home in Lansing Business Center. They have applied for a sign permit for two wall signs, which would be applied to the front and back of the building, on the temporary shelter at 1205 North Main, the building to the rear of Co-op. The Humane Society has asked to have the fees for the sign permit waived. The fee for a non-lighted sign is \$100.00 per sign, thus making the permit amount total \$200.00.

Policy Consideration: The fee schedule is adopted on an annual basis by the City Council. This is a request to waive the fees.

Financial Consideration: This action would waive the permit fees of \$200.00.

Action: Approve or disapprove the waiver of sign permit fees for the Leavenworth County Humane Society.

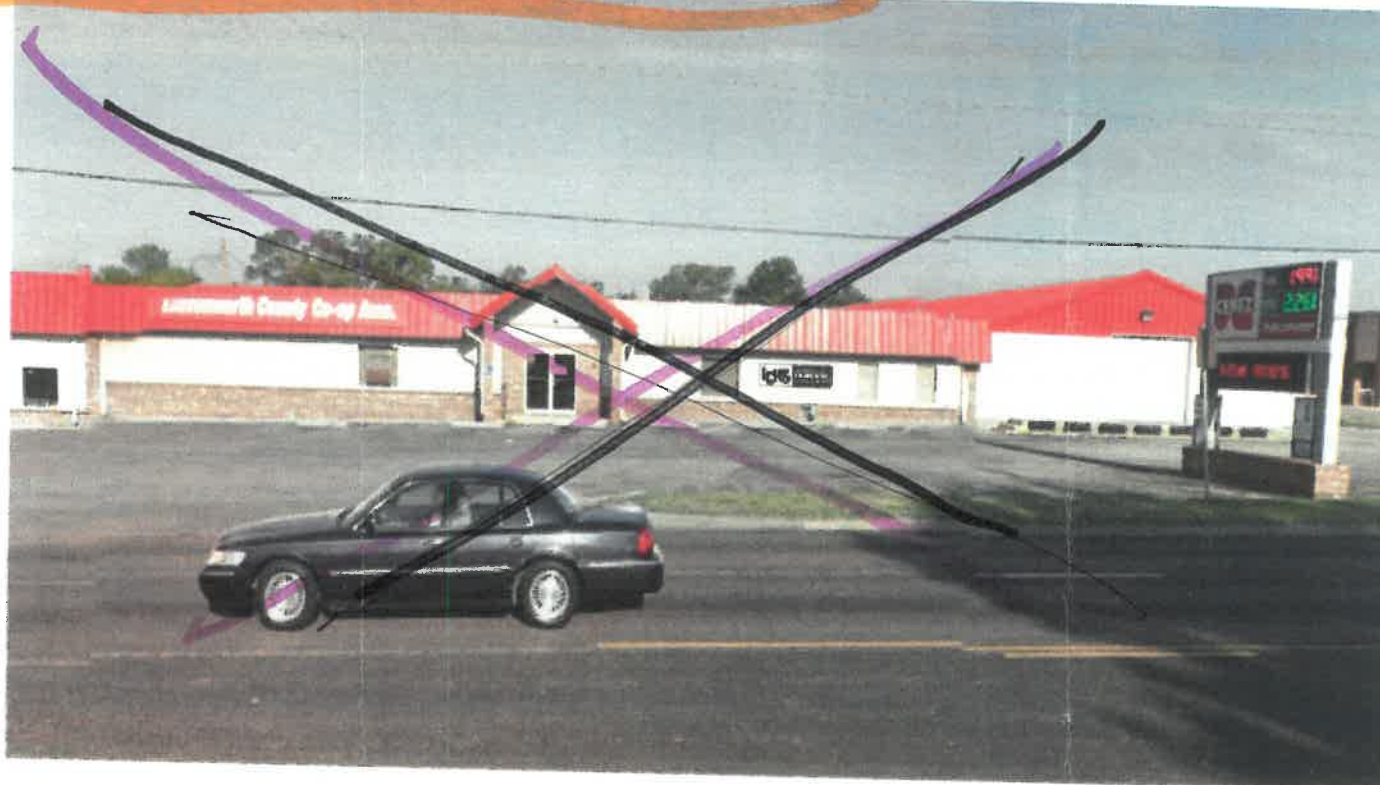
AGENDA ITEM

4

proposed
sign →



28" x 96"
single sided
non illuminated wall mount sign



504 Chonow. Leavenworth, KS 66048
Phone 913-831-8437 Fax 913-831-8435

©Copyright 2016 by Young Sign Co., Inc.
These plans are the exclusive property of Young Sign Co., Inc. and are the work of the original work of its employees.
They are submitted to you only as a guide for your consideration. Whether to purchase these plans or to
purchase from Young Sign Co., Inc. a sign manufactured according to these plans. No restriction or limitation of these
plans to anyone other than the employee of your company, or use of these plans to construct a sign other than the one
submitted hereto, is expressly prohibited. In the event that such employee or company, Young Sign Co., Inc. agrees to be
reconstructed not less than \$500.00 is compensation for time and effort involved in creating these plans.

DATE 11/30/16

DESIGNER Ann Hols

an@youngsigncompany.com


Leav. County Humane Society
1205 N. Main
Lansing KS 66043



10/10/2020



AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Jeff A. Rupp, Director of Public Works 
DATE: February 8, 2017
SUBJECT: Operation Green Light Program Agreement and Renewal Fee

This agreement is for the monitoring of traffic, monitoring and adjustment of signal/traffic operations, and reporting of controller problems for the traffic signals at 4-H Road, Mary Street, Ida Street, Fairlane Street, and Eisenhower Road. The agreement joins 14 other local agencies (which are part of a 24-member agency) in sustaining the Operation Green Light cooperative effort.

Financial Consideration: There is a \$3,200 per year cost to be part of Operation Green Light. This participation cost will be taken from fund 10-015-41168, which has a budget balance of \$11,900.

Action: Approve and authorize the Mayor to sign Operation Green Light agreement with Mid-America Regional Council.

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE/INTERLOCAL AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into by and between Mid-America Regional Council ("MARC"), a consortium of cities in the nine county Kansas City Metropolitan Area, a Regional Planning Commission and a Missouri not for profit corporation and the City of Bonner Springs, Kansas; the City of Fairway, Kansas; the City of Lansing, Kansas; the City of Leavenworth, Kansas; the City of Leawood, Kansas; the City of Lenexa, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Mission Woods, Kansas; the City of Olathe, Kansas; the City of Overland Park, Kansas; the City of Prairie Village, Kansas; the City of Shawnee, Kansas; the City of Westwood, Kansas and the Unified Government of Wyandotte County, Kansas (collectively, the "Member Agencies" or "Member Agency").

WHEREAS, MARC performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light" ("OGL"), for the Kansas City Urban Area; and

WHEREAS, the Strategic Plan 2013-2016 established the vision, mission, objectives, and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, several Missouri agencies and political subdivisions are contracting with MARC to participate in OGL for coordination in the Missouri portions of the Kansas City Urban Area; and

WHEREAS, the Kansas Department of Transportation ("KDOT") is also contracting with MARC to participate in OGL; and

WHEREAS, the Member Agencies which are political subdivisions or agencies of the State of Kansas are authorized pursuant to the provisions of Sections 12-2901 et. seq. of the Kansas Statutes Annotated to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System, and to mutually cooperate regarding the operation of the same; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the Member Agencies (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in K.S.A. 12-2901 et. seq. the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective. The individual parties which are entering into this Agreement under the jurisdiction of K.S.A. 12-2901 will file for recording an executed copy of this Agreement in the appropriate county in the State of Kansas and file a copy with the Kansas Secretary of State.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein by this reference, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – all telecommunication infrastructure between Regional Traffic Management Centers and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the States of Kansas.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware, and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction, and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2.

Regional Traffic Control System – an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware, and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the Traffic Operations Center (“TOC”).

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation, and operation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri which have entered into similar agreements with MARC regarding OGL. The membership structure and policy are set forth in Exhibit 1.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC is hereby designated the administrator and is by virtue of this designation responsible for administering this cooperative undertaking. As administrator, MARC shall perform or cause to be performed the services set forth in Exhibit 2.

(b) Member Agencies. In addition to the obligations set forth in this Agreement, the Member Agencies shall each also perform all the obligations set forth in the document entitled “OGL Concept of Operations: Roles and Responsibilities”, attached hereto as Exhibit 6. Furthermore, the Member Agencies each individually agree that they shall not interfere with MARC’s exercise of its obligations under this Agreement, including, but not limited to MARC’s deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the Member Agencies shall each make payment to MARC the sum set forth in Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein. The cost associated with Member Agencies represent each individual agency’s share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in said Exhibit 3. The “Operation Green Light Location/ Ownership Matrix” set forth in Exhibit 5 identifies the location and ownership of the software, hardware, and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri and the Member Agencies shall cooperate in sharing information among themselves, KDOT, with the participating agencies and political subdivisions of the State of Missouri and with MARC necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of

this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Any party to this Agreement may terminate this Agreement by giving one hundred eighty (180) days' written notice to the other party. Financial obligations will be honored up to the effective date of termination. A Member Agency that terminates this Agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the Member Agency terminating the Agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between the parties with respect to this subject matter.

Sec. 11. NO AUTHORITY ON BEHALF OF OTHER PARTIES. This agreement does not give any party hereto authority to take any action or execute any documents on behalf of any other party to this Agreement.

Sec. 12. COMPLIANCE WITH LAWS. All parties to this Agreement shall comply with and shall require any Private Firms contracted pursuant to this Agreement to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If any party of this Agreement is in Default or breach of any provision of this Agreement, any non-defaulting party may terminate their participation and cooperation in this Agreement, withhold payment, or invoke any other legal or equitable remedy after giving written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then any non-defaulting party shall notify the party in default in writing and commence to cure within thirty (30) days.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

Sec. 14. WAIVER. Waiver by the any party to this Agreement of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any

other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of all of the Parties to this Agreement, and forbearance or indulgence by any party to this Agreement in any regard whatsoever shall not constitute a waiver of same to be performed by said party to which the same may apply and, until complete performance of the term, covenant, or condition, the Parties to this Agreement shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by each party to this Agreement; provided, however, the Exhibits to this Agreement may be modified by agreement of a majority vote of the Steering Committee without each Member Agency approving and executing an amendment to this Agreement..

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. Each Member Agency shall have the right to audit this Agreement and all books, documents, and records relating thereto upon written request to MARC. MARC shall maintain all its books, documents, and records relating to this Agreement and any contract during the period of this Agreement for three (3) years after the date of final payment of the contract or this Agreement, whichever expires last. The books, documents, and records shall be made available for any and each of the Member Agencies' review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation ("USDOT") relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 C.F.R. 21 through Appendix H and 23 C.F.R. 710.405, which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms, and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, MARC and the Other

Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated, or suspended, in whole or in part, by any of the Member Agencies.

(c) MARC shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.), as well as all other federal, state, and local laws, ordinances, and regulations applicable to this project, and shall furnish any certification required by any federal, state, or local laws, ordinances, and regulations applicable to this project and shall furnish any certification required by any federal, state, or local governmental agency in connection therewith.

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign, or transfer any part or all of MARC's obligations or interests without the Member Agencies prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of the Member Agencies, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of any of the Member Agencies, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of any of the Member Agencies, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

MARC
Attention: Director, Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105

**For notices to each Member Agency, see the signature page(s) as they relate to each Member Agency.*

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas, and in no other. The Parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the Member Agencies and any of its agencies, officials, officers, agents or employees from and against all claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the Member Agencies for the negligent acts of a Member Agency or any of its agencies, officials, officers, or employees.

Sec. 25. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 26 INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one (1) additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew as to each individual member agency if such member agency provides written notice to MARC of its intention not to renew within one hundred eighty (180) days prior to the expiration of the Term.

Sec. 27. CASH BASIS LAW & UNFUNDED OBLIGATIONS. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto as it applies to Member Agencies which are agencies or political subdivisions of the state of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Member Agencies. This Agreement shall be construed and interpreted so as to ensure that the Member Agencies shall at all times stay in conformity with such laws and, as a condition of this Agreement, each member agency reserves the right to unilaterally sever, modify, or terminate its participation in this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of the Kansas Cash Basis Law to the extent it prohibits unfunded obligations. The Member Agencies are obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from: (a) funds budgeted and appropriated for that purpose during the Member Agencies' current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Sec. 28. EXECUTION IN MULTIPLE COUNTER PARTS. This Agreement may be executed by the parties in multiple counterparts which shall be taken together as one complete document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

By: [Signature]
Title: EXECUTIVE DIRECTOR
Date: 12/22/16

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

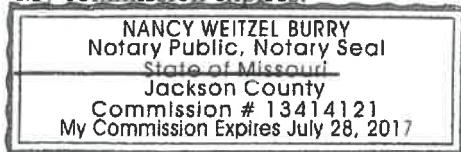
On this 22 day of December, 2016, before me, the undersigned, a Notary Public, appeared David A. Warren, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Executive Director of Mid-America Regional Council ("MARC") and that this foregoing instrument was signed and sealed on behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]

Printed Name Nancy Weitzel Burry
Notary Public - State of Missouri
Commissioned in Jackson County

My commission expires:



Approved pursuant to K.S.A. Section 12-2904(g):

Office of the Attorney General of Kansas

***Notices:** Notices pursuant to this Agreement to BONNER SPRINGS, KS shall be sent to:

City of Bonner Springs
Attention: Rita Hoag
205 E Second Street
P.O. Box 38
Bonner Springs, KS 66012

EXECUTION OF AGREEMENT

BONNER SPRINGS, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to FAIRWAY, KS shall be sent to:

Bill Stogsdill, Public Works Director
4717 Roe Parkway
Roeland Park, KS 66205

EXECUTION OF AGREEMENT

FAIRWAY, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to UNIFIED GOVERNMENT, KS shall be sent to:

Lideana Laboy
701 North 7th Street, Suite 712
Kansas City, Kansas 66101

EXECUTION OF AGREEMENT

UNIFIED GOVERNMENT

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to City of Lansing, KS shall be sent to:

City of Lansing
Director of Public Works
Attention: Jeff Rupp
730 First Terrace, Suite 3
Lansing, KS 66043

EXECUTION OF AGREEMENT

LANSING, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to LEAVENWORTH, KS shall be sent to:

City of Leavenworth
Attention: Public Works Director
Attn: Mike McDonald
100 North 5th Street
Leavenworth, Kansas 66048

EXECUTION OF AGREEMENT

LEAVENWORTH, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to LEAWOOD, KS shall be sent to:

City of Leawood
Attention: David Ley, City Engineer
4800 Town Center Dr.
Leawood, KS 66211

EXECUTION OF AGREEMENT

LEAWOOD, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to LENEXA, KS shall be sent to:

City of Lenexa
Attention: Community Development Director
12350 W 87th Street Pkwy
Lenexa, KS 66215-2882

EXECUTION OF AGREEMENT

LENEXA, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to MERRIAM, KS shall be sent to:

City of Merriam
Attention: Public Works Director
9000 W 62nd Terr.
Merriam, KS 66202-2815

EXECUTION OF AGREEMENT

MERRIAM, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to MISSION, KS shall be sent to:

City of Mission
Attention: John Belger, Public Works Director
4775 Lamar
Mission, Kansas 66202

EXECUTION OF AGREEMENT

MISSION, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to MISSION WOODS, KS shall be sent to:

City of Mission Woods
Attention: Mayor, Robert Tietz
5338 Mission Woods Road
Mission Woods, Kansas 66205

EXECUTION OF AGREEMENT

MISSION WOODS, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to OLATHE, KS shall be sent to:

City of Olathe
Attention: Public Works Director
100 E Santa Fe
Olathe, KS 66061

EXECUTION OF AGREEMENT

OLATHE, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to OVERLAND PARK, KS shall be sent to:

City of Overland Park
Attention: Director of Public Works
8500 Santa Fe Drive
Overland Park, KS 66212

EXECUTION OF AGREEMENT

OVERLAND PARK, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to PRAIRIE VILLAGE, KS shall be sent to:

City of Prairie Village
Attention: Keith Bredehoeft, Public Works Director
7700 Mission Road
Prairie Village, Kansas 66208

EXECUTION OF AGREEMENT

PRAIRIE VILLAGE, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to SHAWNEE, KS shall be sent to:

City of Shawnee
Attention: Doug Whitacre
18690 Johnson Drive
Shawnee, KS 66218

EXECUTION OF AGREEMENT

SHAWNEE, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

***Notices:** Notices pursuant to this Agreement to WESTWOOD, KS shall be sent to:

City of Westwood
Attention: John Sullivan, Public Works
2545 W. 47th Street
Westwood, KS 66205

EXECUTION OF AGREEMENT

WESTWOOD, KS

By: _____
[PRINTED NAME]
[TITLE]

Date: _____

Attest:

Clerk

APPROVED AS TO FORM:

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF _____)

On this _____ day of _____, 201__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Mayor of the City of _____, Kansas, and that the foregoing officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name: _____
Notary Public – State of Kansas
Commissioned in _____

My commission expires:

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE

Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including: approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.*
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues rise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of May 2016)

Participating Agency Non-Funding Agency in Bold	Membership (voting)
Belton	1
Bonner Springs	1
Fairway	1
FHWA – MO & KS	Ex Officio
Gladstone	1
Independence	1
Kansas City, MO	1
KCScout	Ex Officio
KDOT	1
Lansing	1
Leavenworth	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1
MARC	1
Merriam	1
Mission	1
Mission Woods	1
MoDOT	1
North Kansas City	1

Olathe	1
Overland Park	1
Prairie Village	1
Raymore	1
Shawnee	1
Unified Government/KCK	1
Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

- 1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

- 1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any six of the voting members of the Steering Committee, including at least one member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. *Computer Software and Databases*

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. *Computer Network*

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. *Field Communications System*

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. *Traffic Signal Controllers*

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

EXHIBIT 3
COMPENSATION

- A. The amount each Member Agency will pay MARC under this contract will not exceed the amount listing in the below table. This amount represents the Member Agency share of the total project cost as shown in this Exhibit. The Member Agency shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

REVENUE SOURCES FOR OPERATION GREEN LIGHT FOR OPERATING YEARS 2017-2018 LOCAL GOVERNMENTS				
			2017	2018
Agency	Locations weighted by % ownership		Cost per signal at \$800/year	Cost per signal at \$800/year
1 BONNER SPRINGS	4		\$ 3,200.00	\$ 3,200.00
2 FAIRWAY	2		\$ 1,600.00	\$ 1,600.00
3 LANSING	4		\$ 3,200.00	\$ 3,200.00
4 LEAVENWORTH	1		\$ 800.00	\$ 800.00
5 LEAWOOD	11.25		\$ 9,000.00	\$ 9,000.00
6 LENEXA	29		\$ 23,200.00	\$ 23,200.00
7 MERRIAM	18		\$ 14,400.00	\$ 14,400.00
8 MISSION	2.75		\$ 2,200.00	\$ 2,200.00
9 MISSION WOODS	0.75		\$ 600.00	\$ 600.00
10 OLATHE	15		\$ 12,000.00	\$ 12,000.00
11 OVERLAND PARK	44.75		\$ 35,800.00	\$ 35,800.00
12 PRAIRIE VILLAGE	6.75		\$ 5,400.00	\$ 5,400.00
13 SHAWNEE	14.5		\$ 11,600.00	\$ 11,600.00
14 UGOVT/KCK	63		\$ 50,400.00	\$ 50,400.00
15 WESTWOOD	1.25		\$ 1,000.00	\$ 1,000.00
TOTALS	218		\$ 174,400.00	\$ 174,400.00

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by a Member Agency as a result of breach or default by MARC, the Member Agency may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due the Member Agency from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Agreement.
- D. A Member Agency is not liable for any obligation incurred by MARC except as approved under the provisions of this Agreement.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Fee Minimum Limits</u>	<u>Professional Liability Minimum</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm's failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Genetec Video System	OGL TOC	MARC	MARC	MARC*	
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extension of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
 - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
 - Critical intersections of a corridor
 - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
 - phase sequencing
 - splits
 - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management



The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.



Controller Upgrades and Work inside the Traffic Controller Cabinet

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

Technical Support for OGL Computer Network

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

The Traffic Operations Center


MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



AGENDA ITEM

TO: Mayor; Lansing City Council
FROM: Tim Vandall, City Administrator 
DATE: February 10, 2017
SUBJECT: Executive Session

Explanation: Staff is recommending we enter into executive session for 15 minutes.

Financial Consideration: N/A

Policy consideration: N/A

Action: A motion to enter into executive session for 15 minutes to discuss confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships.

AGENDA ITEM #

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Lansing Police Department
Vehicle Fleet End of Month Report

Feb-2016

Unit	Year	Make/Model	Mileage as of 12/30	Mileage as of 02/02	Miles Driven	Current Use	Future Use	Comments
1	2013	Ford Explorer	55896	57318	1422	Patrol	Patrol	Fit for patrol duty
2	2012	Dodge Charger	29241	29859	618	Sergeants	Sergeants	Limited Use - Sergeants
3	2015	Ford Explorer	17136	18243	1107	Patrol	Patrol	Fit for patrol duty
4	2015	Ford Explorer	12534	14085	1551	Patrol	Patrol	Fit for patrol duty
5	2012	Dodge Charger	21012	21258	246	Captain	Captain	Limited Use - Captain
6	2013	Ford Explorer	39026	39717	691	Patrol	Patrol	Fit for patrol duty
7	2011	Dodge Charger	96228	96798	570	Detective	Detective	Limited Use - Detective
8	2011	Dodge Charger	67405	68631	1226	Patrol	Patrol	Fit for patrol duty
9	2012	Chevy Tahoe	78030	79122	1092	Patrol	Patrol	Fit for patrol duty
10	2011	Dodge Charger	33380	33774	394	Chief	Chief	Limited Use - Chief
11	2003	Ford F150	74203	74328	125	Animal Control	Animal Control	Fit for Animal Control duties
13	2010	Dodge Charger	92432	93612	1180	Patrol	Patrol	KLETC Training Use
14	1995	Ford EOC Vehicle	162184	162184	0	EOC	EOC	Limited Use - EOC
15	2016	Dodge Charger	5453	6248	795	Patrol	Patrol	Fit for patrol duty
17	2016	Dodge Charger	6310	7150	840	Patrol	Patrol	Fit for patrol duty
					0			
				Mileage Total:	11857			

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

Year	Make	Model	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2008	Ford	LT	LT. Pick-up Ext	51,273	51,465	192	
2007	Ford	LT	LT. Pick-up Ext	34,438	34,905	467	
1998	Ford	1/2 ton	Pick-up	59,113	59,388	275	
2001	Ford	Ranger	LT. Pick-up Ext	115,135	115,230	95	
2005	Ford	Ranger	LT. Pick-up Ext	38,786	39,004	218	
2000	Ford	Explorer	SUV	183,555	184,279	724	
2005	Sterling	LT 8500	Dump Truck	46,608	47,058	450	
2007	Elgin	Crosswind J+	Street Sweeper	4,958	4,958	0	
1992	Ford	700	Dump Truck	62,752	64,857	2,105	
2000	Ford	F350 4x4	Pick-up Utility	95,032	95,371	339	
2002	Ford	F350 4x4	Dump Truck	69,916	70,189	273	
2011	International	7400	Dump Truck	11,049	11,529	480	
2016	Ford	F350 4x4	One-ton Dump Truck	1,408	1,568	160	
2006	Dodge	Charger	Sedan	120,900	121,017	117	

Equipment

Year	Make	Model	Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH	Grader	4,977	4,977	0	
2004	IR	DD-24	Asphalt Roller	252	252	0	
2006	IR	185	Air Compressor	168	168	0	
1993	Ford	5030	Tractor	423	423	0	
1997	Bobcat	763	Skid Steer	2,020	2,020	0	
2014	Case	580 SNWT	Backhoe	509	551	42	
2002	Crafco	110	Crack Sealer	748	748	0	
2003	Kubota	L3710	Tractor	1,456	1,456	0	
2009	Case	465	Skid Steer	522	523	1	
2004	Case	621D	Front Loader	2,013	2,013	0	at wastewater plant

Jan-17

City Influent	30.73 MG	City Avg Daily	.991 MG
LCF Influent	11.83 MG	LCF Daily Avg	.382 MG
Total Biosolids	.944 MG	Precip	1.03"

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1995	Dodge	3500	Flatbed Truck	87382	87383	1	In service	
1999	Sterling	Vactor	Jet Truck	8036	8037	1	In service	
2002	Ford	350	Pick Up Truck	89692	89911	219	In service	
2002	Ford	Cr Vic	Sedan	147248	147600	352	In service	
2005	Ford	550	Flatbed Truck	41614	41654	40	In service	
2005	Freightliner	M2106	Dump Truck	18022	18116	94	In service	
Total						707		

Equipment

Year	Make	Model	Description			Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	937	938	1	Plant Activities	
1999	Sterling	Vactor	Jet Truck	2216	2216	0	Collection System	
1999	Aries	Saturn III	Camera Trailer	342	342	0	Collection System	
2004	John Deere	7920	Tractor	1123	1126	3	Biosolids Disposal	
2005	Polaris	Ranger #1	Utility Vehicle	1133	1135	2	Operations	
2004	Case	621D	Loader	2164	2169	5	Operations	
2005	Polaris	Ranger #2	Utility Vehicle	1032	1042	10	Maintenance	
2006	JCB	531-70	Telehandler	510	514	4	Plant Activities	