



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

COUNCIL AGENDA
Regular Meeting
Thursday, November 19, 2020
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.

- ***In order to adhere to social distancing and limiting large gatherings of people to mitigate the spread of COVID-19, the Lansing City Meeting will not be open to the public. In accordance with Kansas Open Meetings Act (KOMA), the meeting can be viewed live via YouTube at www.lansingks.org/live and will be available for viewing on Spectrum Cable Channel 2 the following day.***
- ***Want to comment during Audience Participation?***
 - ***Submit your comment to Cityclerk@lansingks.org no later than 6:00 p.m. on November 18th.***
- ***Questions on agenda items will be read during discussion on that topic.***
 - ***Submit your question to Cityclerk@lansingks.org no later than 6:00 pm on November 18th.***

Call To Order

Pledge of Allegiance

Roll Call

OLD BUSINESS:

1. Approval of Minutes

NEW BUSINESS:

Audience Participation

Presentations

Council Consideration of Agenda Items:

2. Electronic Sign Design
3. Water Service Area Agreement
4. Resolution No. B-9-2020
5. City/State Agreement KA-5575-01 – K7 & Eisenhower Intersection
6. Approval of Drive-thru Restaurant in Lansing Towne Center
7. Executive Session – Acquisition of Real Estate

Reports:

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

Proclamations

Other Items of Interest:

- Monthly Department Vehicle and Equipment Mileage Reports
- Community & Economic Development Permits/Licenses & Code Enforcement Report

Adjournment

AGENDA ITEM

TO: Tim Vandall, City Administrator
THRU: Sarah Bodensteiner, City Clerk *SB*
FROM: Shantel Scrogin, Assistant City Clerk *SS*
DATE: November 10, 2020
SUBJECT: Approval of Minutes

The Regular Meeting Minutes for November 5, 2020 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes for November 5, 2020 as presented.

AGENDA ITEM #

CITY OF LANSING
CITY COUNCIL MEETING

REGULAR MEETING MINUTES
November 5, 2020

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: Gene Kirby and Dave Trinkle

Ward 2: Don Studnicka and Marcus Majure

Ward 3: Jesse Garvey and Kerry Brungardt

Ward 4: Tony McNeill and Gregg Buehler

Councilmembers Absent:

OLD BUSINESS:

Approval of Minutes: Councilmember Kirby moved to approve the regular meeting minutes of October 15, 2020 and the special meeting minutes of October 22, 2020, as presented. Councilmember Buehler seconded the motion. The motion was approved with Councilmember Brungardt abstaining.

Audience Participation: Mayor Smith called for audience participation and a resident came forward. Linda Huggins read another letter opposing Harbor Freight being built near her neighborhood. She expressed her concerns for semi's turning from K7 onto Connie and possible vehicle collisions. She is still concerned about trash surrounding the area and entering a nearby storm drain. She also mentioned B-3 zones are permitted for a variety of uses not just retail. Ms. Huggins is asking the Site Plan to be tabled until the traffic study is completed.

Presentations

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Resolution No. B-8-2020 Purple Heart City: Councilmember Studnicka moved to approve and adopt Resolution No. B-8-2020 designating Lansing as a Purple Heart City. Councilmember Buehler seconded the motion. The motion was unanimously approved.

- Mayor Smith stated gentlemen if you'll come up front.
 - Walt Schley stated I am the former commander of the Kansas City Chapter of the Military Purple Heart and I want to thank you Mayor and the City Council for wanting to honor your veterans here in Lansing. They were purple heart recipients, you know past, present and unfortunately future too. I want to present this to you all. It's a plaque, military order of the Purple Heart special recognition award. Shows pride to the City of Lansing Kansas for your dedication for honoring Americas combat wounded veterans becoming a Purple Heart City presented by the patriot members of Chapter 115, Kansas City, MO.
 - Mayor Smith asked would anyone else like to address the Council.
 - Walt Schley stated I have people here who are purple heart recipients. This is the Vietnam side if you couldn't tell by my age. This is a Lansing resident. He's the one who came to me and wanted to pursue it. His family is here.
 - Mayor Smith this is fantastic folks. I'm an Army brat; I got to see my dad; we were in Vietnam and he survived that. He earned one in Korea so I know what it is, being part of the family and what you all do for us. And that is why it's an honor to present it to the Council. I really appreciate it and we can get a picture. Connie you want to get a picture? Just tell us if you want us to move over. Come over here.
 - Councilmember Majure asked hey, sir, what was the gentleman's name.
 - Walt Schley replied Daniel Kent He was wounded in Afghanistan.

- Mayor Smith stated he's too young for Vietnam. We want to thank you folks. That is one of the things the Mayor enjoys getting to do and the Council too.

Purchasing of De-Icing Rock Salt: Councilmember Kirby moved to approve the bid price of \$60.13 per ton with Independent Salt Company of Kanapolis, Kansas for street de-icing salt and authorize the Public Works Department to purchase rock salt as needed. Councilmember Garvey seconded the motion.

- Councilmember Trinkle asked if we're still staying at last year's price or did it go up much.
 - Public Works Director Mike Spickelmier responded a little bit less.
 - Councilmember Trinkle stated a little less.
 - Mayor Smith responded it went down a bit.
 - Councilmember Garvey asked but it's as needed right.
 - Public Works Director Mike Spickelmier replied yes, we purchase as needed.
 - Councilmember Buehler asked how much do we pay ahead of time.
 - Public Works Director Mike Spickelmier replied our salt dome is full. We typically allocate 500 tons a year.
 - Councilmember Trinkle asked do you think it's; I know we bid on it when they first started doing this. In the past, everybody seems to think it's a pretty good project. Does it seem to be working good for the city doing this. I know you haven't been on very long, but you think it's a good plan.
 - Public Works Director Mike Spickelmier responded absolutely. I think you get an economy of scale by purchasing through the cooperative between the other cities and the county.
 - Councilmember Trinkle stated you get a little different stance at it, I mean we get first if we get short. Is that how that works.
 - Public Works Director Mike Spickelmier stated we work very well with our partners locally but the fact we ordered cooperatively well over 3,000 tons of salt probably puts us in the category of a higher volume customer. We feel there is an advantage to the residents of Lansing by doing it this way. Not only do we feel we get a better price, but you know we've not had a critical shortage to date.
 - Mayor Smith asked any other questions. Thank you.

The motion was unanimously approved.

Executive Session – Non-Elected Personnel: Councilmember Buehler moved to recess into executive session to discuss personnel matters pursuant to the non-elected personnel exception K.S.A. 75-4319(B)(1) for 15 minutes, beginning at 7:16PM and returning to the Council Chambers at 7:31PM. Councilmember Studnicka seconded the motion. The motion was unanimously approved.

Councilmember Kirby moved to return to open session at 7:31PM. Councilmember Studnicka seconded the motion. The motion was unanimously approved.

REPORTS:

Department Heads: Community & Economic Development Director Matthew Schmitz updated the Council on the Site Plan, traffic, drainage, etc. for Harbor Freight. He presented a slideshow with the Site Plan explaining that the entrance to Harbor Freight changed from the north side to now being on the west side of the building. The Stormwater Plan shows the dry retention basin on the south side and where water will drain. A slide showed how trucks will enter and leave the property. Trucks will make delivery during business hours once a week. The landscape plan shows evergreens that have been added on the east side of the building behind a privacy fence. The next step will be receiving the traffic study and additional construction documents will be submitted with the hope of breaking ground by early March. They do plan to be open for business within 180 days of from the start of construction.

City Attorney: City Attorney Greg Robinson had nothing to report.

City Engineer: City Engineer Matt Harding had nothing to report.

City Administrator: City Administrator Tim Vandall stated he is grateful for all work Community & Economic Development Matthew Schmitz has been doing with Harbor Freight, the car wash and Mutual Savings. The County is still looking at the possibility of a bridge over the Missouri River to connect to MO 152. They have asked for a letter of support. They know we would probably not be in favor of a contract or monetary contribution but wanted to ask the Council if they would be ok with giving a letter of support for the bridge. The Council agreed to a letter of support. There was a territory dispute between Consolidated Rural Water District #1 and Lan-Del. Those two parties are close to an agreement so we may have a document at an upcoming meeting that says we concur with the agreement. The County has a grant program they released a couple of months ago. They are utilizing sales tax dollars to make structure improvements on heavily travelled roads. We were looking at applying for it for the roundabout at 4H and DeSoto Rd. The grant wouldn't cover 100% costs though. With COVID concerns continuing, staff brought up the possibility of closing the day after Thanksgiving. As people are gathering with their families, any exposure could result in symptoms showing within a few days. An additional day where staff isn't around each other could limit further exposure. The Council agreed to close City offices the day after Thanksgiving.

Governing Body: Councilmember Kirby stated if we want our normal lives back, we need to continue to wear masks. Scientists said this would get worse in the winter and it's blowing up everywhere.

Councilmember Majure thanked the Purple Heart representatives for coming it's great for our city. He thanked Daniel Kent for his service. He thanked Ms. Huggins for voicing her opinion. He told Matt, Mike, Tim and staff to keep up the great work with bringing businesses to town. He asked about the status of the sign.

- City Administrator Tim Vandall responded there will be a couple of concepts for it at the next Council meeting.

Councilmember Garvey thanked the veterans for coming in and it's great we can celebrate them. He also thanked Ms. Huggins for her opinion. Sometimes we don't agree with the opinion, but we do value it.

Councilmember Buehler stated he appreciates the Purple Heart guys and their service. He thanked Ms. Huggins for coming in. It lets the Council know the residents are paying attention to what is going on within the city and they do care. Councilmember Buehler also provided a fun fact, on this day in 1895, George Selden was granted the first U.S. patent for an automobile.

Councilmember McNeill stated he likes Ms. Huggins passion and its important that citizens come in. We might not always agree with them because the Council has to look at what's best for the entire city but it's important citizens express their opinion.

Councilmember Brungardt thanked Matt and Mike for the information and the great work they are doing. He thanked the veterans who came and all veterans.

Councilmember Studnicka thanked the veterans for all their service and sacrifices. Leavenworth is still having their annual Veterans Day parade. He mentioned citizens were concerned when Holiday Inn, Popeyes and all those stores were doing in. The retaining wall and vegetation was put in and everyone was happy. Hopefully, it'll be the same when Harbor Freight is finished.

Councilmember Trinkle said the soldiers showing up and the Purple Heart coming here is special. A resident asked him to check and see if any department in the city needed a piano.

ADJOURNMENT:

Councilmember Trinkle moved to adjourn. Councilmember McNeill seconded the motion. The motion was unanimously approved. The meeting was adjourned at 8:08 p.m.

ATTEST:

Michael W. Smith, Mayor

Sarah Bodensteiner, City Clerk

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Sarah Bodensteiner, City Clerk
DATE: November 12, 2020
SUBJECT: Electronic Sign Design

As part of the CARES monies the City can be reimbursed for, the City submitted a request for Electronic Signage in order to provide our residents with pertinent up to date information regarding the current health emergency and another community related items in the future.

We have solicited designs from 2 firms for this signage. We are now needing direction from the Governing Body on which design they would like us to pursue.

City Clerk, Sarah Bodensteiner will present and discuss both design options with the Governing Body.

Motion:

A motion to proceed with Design Option A or Design Option B.

AGENDA ITEM #

2

Design Option A



A

NEW "V" SHAPED MONUMENT SIGN

117 SQ FT

QUANTITY: ONE (1) REQUIRED

SCALE: 3/8" = 1'-0"

IDENTIFYING SIGN CABINET TO BE ALUMINUM WITH A SILVER FINISH - STUD MOUNT COMPOUND CHANNEL LETTERS TO FACE (FACE & HALO LIT) - WHITE LED ILLUMINATION
TWO (2) LED FULL COLOR MESSAGE CENTERS AT AN ANGLE TO BEST ACCOMMODATE VIEWING
SIGNS MOUNTED TO ALUMINUM SKIRT BASE PAINTED TO MATCH LOGO
ILLUMINATED PUSH THROUGH WHITE ACRYLIC ADDRESS LETTERS



Design Option A-Night View

APPROXIMATE NIGHT VIEW

Design Option A - Top View



A

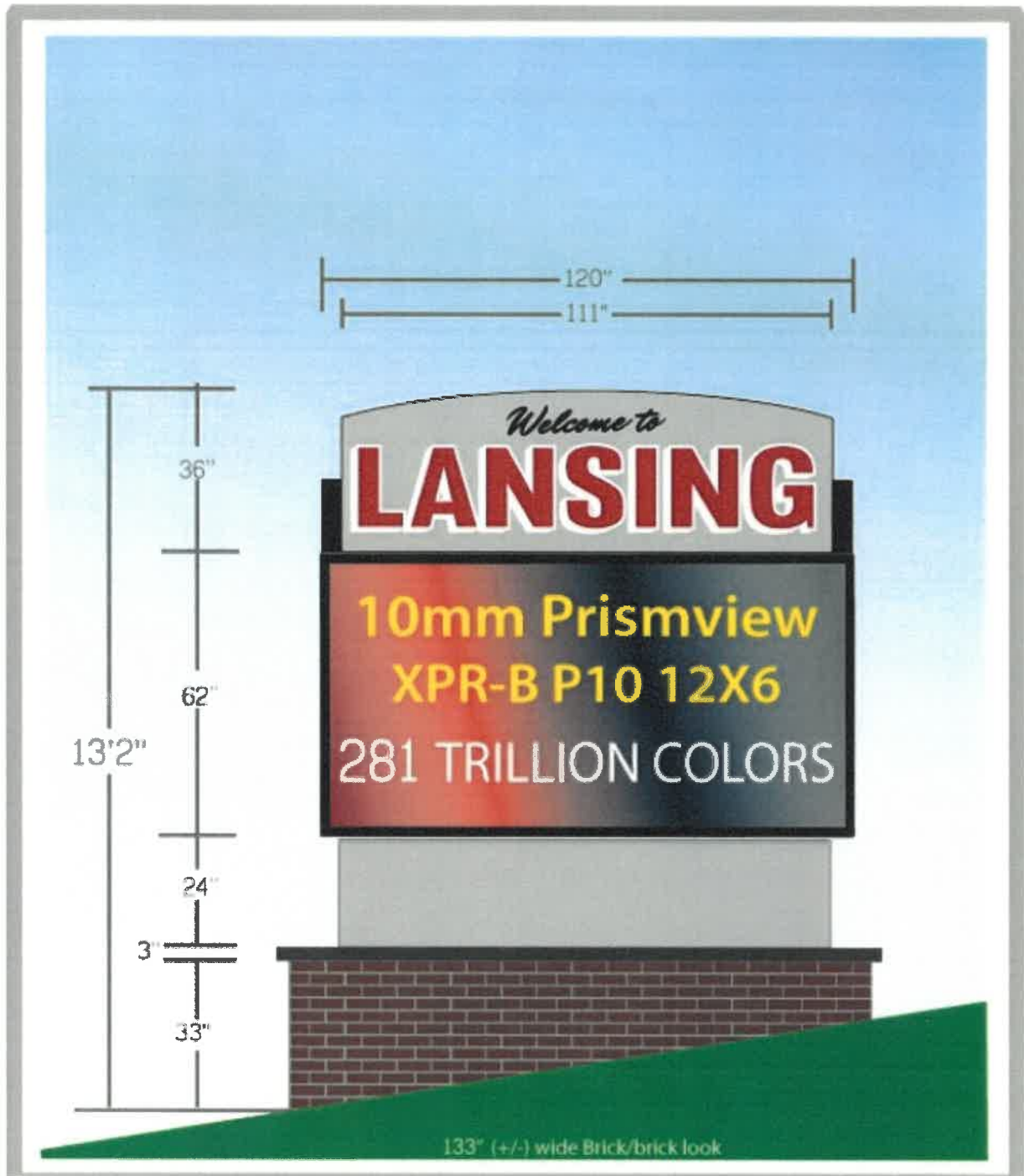
NEW "V" SHAPED MONUMENT SIGN - TOP VIEW

QUANTITY: ONE (1) REQUIRED


117 SQ FT

SCALE: 3/8" = 1'-0"

Design Option B



AGENDA ITEM

TO: Mayor; Lansing City Council
FROM: Tim Vandall, City Administrator 
DATE: November 13, 2020
SUBJECT: Water Service Area Agreement

Explanation: The City of Lansing does not own or operate its own water utility. The plat of the Saddle Ridge Estates for 148 new single family homes sparked a water territory dispute among Lan-Del and Consolidated Water District #1 out of Basehor. While we acknowledged the City's desire to support whoever is legally entitled to the territory, we were named as a party in a lawsuit. Lan-Del and Consolidated Water District #1 appear to have reached the conclusion that the property is within CRWD#1's territory, and as such, approval of this agreement would release the City from further legal proceeding.

Financial Considerations: None.

Policy Considerations: We anticipate the original plat for Saddle Ridge Estates to be cancelled.

Action: Approval of Water Service Area Agreement

WATER SERVICE AREA AGREEMENT

This Agreement is entered this ____ day of _____, 2020 by and between the City of Lansing, a duly organized Municipal Corporation (the "City"), Lan-Del Water District ("Lan-Del") and Consolidated Rural Water District No. 1, Leavenworth County (the "District").

WHEREAS, the Lan-Del owns and operates a waterworks and water distribution system serving land within its corporate limits for the benefit of the City; and

WHEREAS, the District is a Rural Water District organized and existing pursuant to K.S.A. §82a-612 *et. seq.* The District as established by orders of the Board of County Commissioners provides water service to customers and property located within the territory of the District; and

WHEREAS, the City has annexed certain land within the territory of the District and it may plan to annex certain additional land located within the District territory in the future; and

WHEREAS, the parties are governed by the provisions of K.S.A. §12-541. In addition, the District is the borrower on an obligation guaranteed by the United States Department of Agriculture, thereby invoking the provisions of 7 U.S.C. §1926(b); and

WHEREAS, the parties desire to enter into an agreement that resolves all annexations of district territory that have occurred prior to the date of this Agreement, to establish service areas that will govern water service within the territory of the District and City, and to provide a method to determine service in the event of future annexations of portions of District territory by the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. NATURE OF THE AGREEMENT

The parties wish to establish permanent and exclusive water service areas that will be unaffected by future changes in corporate boundaries or any other unilateral actions which may occur in the future. In recognition of the location, size and capacity of the parties' existing facilities and to best utilize those capacities and facilities, the parties agree to establish and maintain water service areas as agreed herein. Towards that end, the right of the parties to serve customers in the area designated shall be controlled by this Agreement, and not in accordance with annexation of lands, by changes of boundary lines, inclusion of lands within the District by petition or other methods allowed by state law to determine boundaries.

2. AGREED DISTRICT AND CITY/LAN-DEL BOUNDARIES

See, Exhibit "A", attached.

The parties agree that Exhibit A depicts a service area boundary of the District in relation to the City and Lan-Del, and the entirety of its current territory in the County. All areas within the boundary outlined shall be the exclusive territory of the District, whether the same are within city limits or not, and neither Lan-Del nor the City shall serve any individuals, businesses, organizations or customers of any kind within that area without the written agreement of the District by way of an amendment to this Agreement.

See, Exhibit "B", attached.

The parties agree that Exhibit B depicts a service area boundary of the Lan-Del in relation to the City and District, and the entirety of its current territory in the County. All areas within the boundary outlined shall be the exclusive territory of Lan-Del, whether the same are within city limits or not, and the District shall not serve any individuals, businesses, organizations or customers of any kind within that area without the written agreement of the District by way of an amendment to this Agreement.

The parties recognize there are areas outside the boundaries of Exhibit "A" and Exhibit "B" that may be the service area of other public or private water systems. It is not the intent of this agreement to establish areas of expansion into unserved territory or to regulate any other agreements between the parties and third-party entities to serve territory outside of the areas in the Exhibits so as to restrict acquisition, merger or expansion of the parties as long as the same does not alter the territory outlined herein between the parties.

3. OUT-OF-TERRITORY CUSTOMERS

The parties recognize there are certain individual residential and commercial customers of Lan-Del and the District that are currently served in the territory of the other party, the same designated for the purposes of this agreement as "Out-of-Territory Customers" ("OTCs"). The OTCs are listed by name and current address in Exhibit "C". The parties agree that, despite the terms of this agreement, that OTCs will remain with their respective service provider and no transfer of territory or other compensation will be due for the continued service. This service shall not serve to alter the territory boundaries established in Exhibits "A" and "B", and the property of the OTC will remain in the respective district.

It is understood by the parties that the only OTCs claimed would be customers of Lan-Del located in the District. The District claims no OTCs in Lan-Del territory.

Should any OTC seek to expand service to their property beyond individual use through lot splits, subdivision, multifamily/apartment use, mobile home parks, commercial use, industrial use or other development methods of any nature, and request additional meters, increased water service capacity or connections, Lan Del shall then contact the District to determine if it wishes to serve the property based upon this expanded use. This shall stand as a right of first refusal to serve the expanded use for the District, and upon confirmation of the District's desire to do the same, the territory and the OTC will be transferred to the District, and Lan Del's rights in the property shall be extinguished. If the District chooses not to serve the area, the parties, through a written addendum to this agreement, will memorialize that fact and the expanded use of the property. However, if any facilities have utility to the Lan-Del system and will remain for use by it, the parties agree to take whatever reasonable measures are required to assure transfer of the customer while Lan-Del retains ownership of the facilities, and that the disconnection shall not damage the Lan-Del system. The parties specifically agree to memorialize any such retention in writing. In addition, should District choose to provide service to the property and Lan-Del shall determine that it wishes to abandon or remove its facilities in the area, Lan-Del agrees to assign any easements or similar rights to the District for the purpose of installing its own lines or facilities. However, in no circumstances is the District required to pay any going concern value or value based upon the potential expanded use proposed by the customer based upon the transfer.

The parties agree that each will appropriately control or limit consumer uses so as to prevent multiple connections to one meter on these properties so as to prevent expansion of the use outside of the rights granted under this Agreement.

The parties further recognize that, due to proximity of the territories of the parties, that each may have certain transportation, service and treatment facilities in the territory of the other. The parties agree that the title to these facilities will remain with their respective districts and shall not be affected by this agreement.

4. EXISTING DISTRICT/CITY WATER SERVICE

The parties agree that the consideration in this agreement is in satisfaction of any obligations the City has to the District as a result of annexations that have occurred in District territory that would be forbidden pursuant to 7 U.S.C. §1926(b) or would require compensation under K.S.A. §12-541, including all elements of value associated therewith.

5. FUTURE SUPPLY BY CITY TO CUSTOMERS WITHIN DISTRICT SERVICE AREA

The parties anticipate that future annexations will be made by the City of District territory located within or outside the City service area and not identified in any previous exhibits or sections of this Agreement. The normal result of said

annexation would be the designation by the City of Lan-Del as water service provider. Despite this, the provisions of this paragraph and the subparagraphs set forth herein shall control in the event of any annexation of District territory as outlined in Exhibit "A". The City thus agrees that any such annexation of District territory shall result in the designation of the District as water service provider, absent the joint agreement of all parties, in writing.

The territories in Exhibits "A" and "B" are the permanent and exclusive water service areas that will be unaffected as a result of future changes in corporate boundaries or any other unilateral actions which may occur in the future. In recognition of the location, size and capacity of the parties' existing facilities and in order to best utilize those capacities and facilities, the parties agree to establish and maintain water service areas as depicted the Exhibits. Notwithstanding future annexations by the City, the area shown on Exhibit "A" shall be the "District Service Area" and shall be served exclusively by the District. The area depicted on Exhibit "B" as "Lan-Del Service Area" will, following annexation by the City, be served exclusively by the Lan-Del and shall henceforth be included in and be part of the Lan-Del service territory.

6. CONTROLLING LAW

The parties each agree to make good faith efforts to provide water service to their respective water service areas that is in compliance with all U.S. Environmental Protection Agency and Kansas Department of Health and Environment regulations; to meet the reasonable requirements of landowners desiring water service within those areas so as to not discourage reasonable growth and development. Customers within the City and Lan-Del service area shall be governed by the applicable state and federal laws and City Ordinances. Those customers within the District service area that are also within the limits of the City shall additionally be subject to District bylaws, rules and regulations, and policies. In the event it is determined to be necessary, the City shall grant the District a franchise to serve those areas annexed by the City in accordance with state law, K.S.A. 12-2001, *et. seq.*, and that any such franchise shall be granted with no compensation or charge payable to the City in consideration of that franchise.

7. AMENDMENT; MISCELLANEOUS

The parties hereto agree that circumstances may arise that make it advantageous to the parties to vary from the terms of this Agreement on occasion. Therefore, in such cases, this Agreement may be amended, by mutual consent of the parties, by a document of equal formality and no agreement, verbal or otherwise, not adopted by the parties in this manner shall have any effect whatsoever. The parties further agree to consider any requests by the other party for an amendment and to negotiate the same in good faith. Provided, each party agrees not to attempt to interfere with the right of either party to provide water

service within their respective service areas pursuant to this Agreement. This Agreement shall bind the successors of their respective parties hereto to the same degree and extent to which the parties are themselves bound. This Agreement is executed in duplicate, one copy hereof for the City and one copy hereof for the District.

Mutual Covenant of Non-Encroachment

City and Lan-Del do hereby agree that in consideration of District's consent to permit Lan-Del to serve the territory described in Exhibit "B", under the conditions set forth in this Agreement, it shall and does covenant not to encroach into any other service area of District for the purpose of providing potable water service to customers, or prospective customers of District without the express written consent of District.

District does hereby agree that in consideration of City's consent to permit District to service the specific territory described as Exhibit "A", under the conditions set forth in this Agreement, it shall and does covenant not to encroach into the service area of City or Lan-Del for the purpose of providing potable water service to City's customers, or prospective customers of City without the express written consent of City.

Non-Waiver

Nothing contained in this Agreement shall be construed as a waiver of either parties' rights under federal law or state law or regulation, including but not limited to those rights set forth under the Consolidated Farm and Rural Development Act, except as provided herein under this Agreement and then only with respect to the specific property defined herein, and only under the limiting conditions provided. The parties specifically agree that District's claims and rights to its respective service district shall remain inviolate and nothing contained herein, including the continued cooperation between the parties, shall in any way be construed as a waiver of its remaining territory and that territory not part of the consent provisions of this Agreement, as well as the right to assert defenses or maintain causes of action or claims to protect such territory as it may deem necessary or prudent to do.

Enforceability

If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.

Termination

The agreement may be terminated for any material breach of the terms set forth in this Agreement. Material breach is defined as a substantial and material violation of the exclusive service boundaries of the parties as defined and identified in this Agreement so that the non-breaching party sustains or suffers damages a result thereof. The parties agree that in the event of such material breach, the non-breaching party shall give the other written notice of such breach. The party receiving such notice shall have sixty (60) days to cure such breach from the date it received the notice. In the event the breach is not remedied or cured, then the non-breaching party may declare the agreement terminated and, at its option, pursue such remedies as may be available pursuant to law. In the event the breach is cured, then the agreement shall remain in full force and effect.

Binding Effect

Each party has bound itself by this Agreement. Neither party shall be permitted to assign, sublet or transfer any part of its interest in this Agreement without written prior notice to the other party, but any such subletting, assignment or transfer shall not relieve the original party hereto of its obligations under this Agreement.

Waiver of Breach

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

Entire Agreement

This Agreement constitutes the entire agreement between the parties. It incorporates all prior negotiations and understanding of the parties. There are no covenants, promises, agreements, letters, conditions or understandings, either oral or written, between them relating to the subject matter of this Agreement other than those set forth herein, and all such matters are merged with and incorporated herein. No representation or warranty has been made by or on behalf of any party to this Agreement (or any officer, director, trustee, employee or agent thereof) to induce any other party to enter into this Agreement or to abide by or consummate any transactions contemplated by any terms of this Agreement, except those expressly set forth herein. Any amendments providing for any addition, deletion, substitution or modification of this Agreement must be in writing and executed by City and District representatives. No alteration, amendment, change or addition to this Agreement shall be binding upon any party unless in writing and signed by said parties.

a. Nothing contained in this Agreement may be construed so as to limit the authority of either entity under Kansas law, including, but not limited to, the right of each entity to levy taxes and assessments, charges, fees, etc., as such entity deems necessary or appropriate to provide services to its users.

b. All parties, to the extent applicable to those parties operating a water distribution system, shall be required to adopt and enforce such rules and regulations as regulatory officials deem necessary or appropriate to prevent contamination, backflow or interconnection of any other water source which such contamination, backflow or interconnection could affect the quality of water within any facilities of the parties' water distribution systems.

c. Each party shall be responsible for the maintenance of its respective system, and all costs associated therewith, and each entity shall be responsible for the operations of its own systems, including invoicing of customers.

USDA Approval

The parties acknowledge and agree that the District is indebted on a loan guaranteed by the United States of America/USDA. This Agreement shall be conditioned upon its approval by the USDA unless such approval is expressly waived by that agency.

IN WITNESS HEREOF, the parties have hereto executed this Agreement as of the day and year first about written.

CITY OF

By: _____,
_____, Mayor

ATTEST:

By: _____,
_____, City Clerk

CONSOLIDATED RURAL WATER DISTRICT NO. 1, LEAVENWORTH COUNTY

By: _____
_____, Chairman


LAN-DEL WATER DISTRICT

By: _____
_____, Chairman

This contract is approved on behalf of USDA Rural Development this _____ day of
_____, _____.

By: _____

Title: _____

PARCELS
 Lansing City Limits
 Basehor City Limits



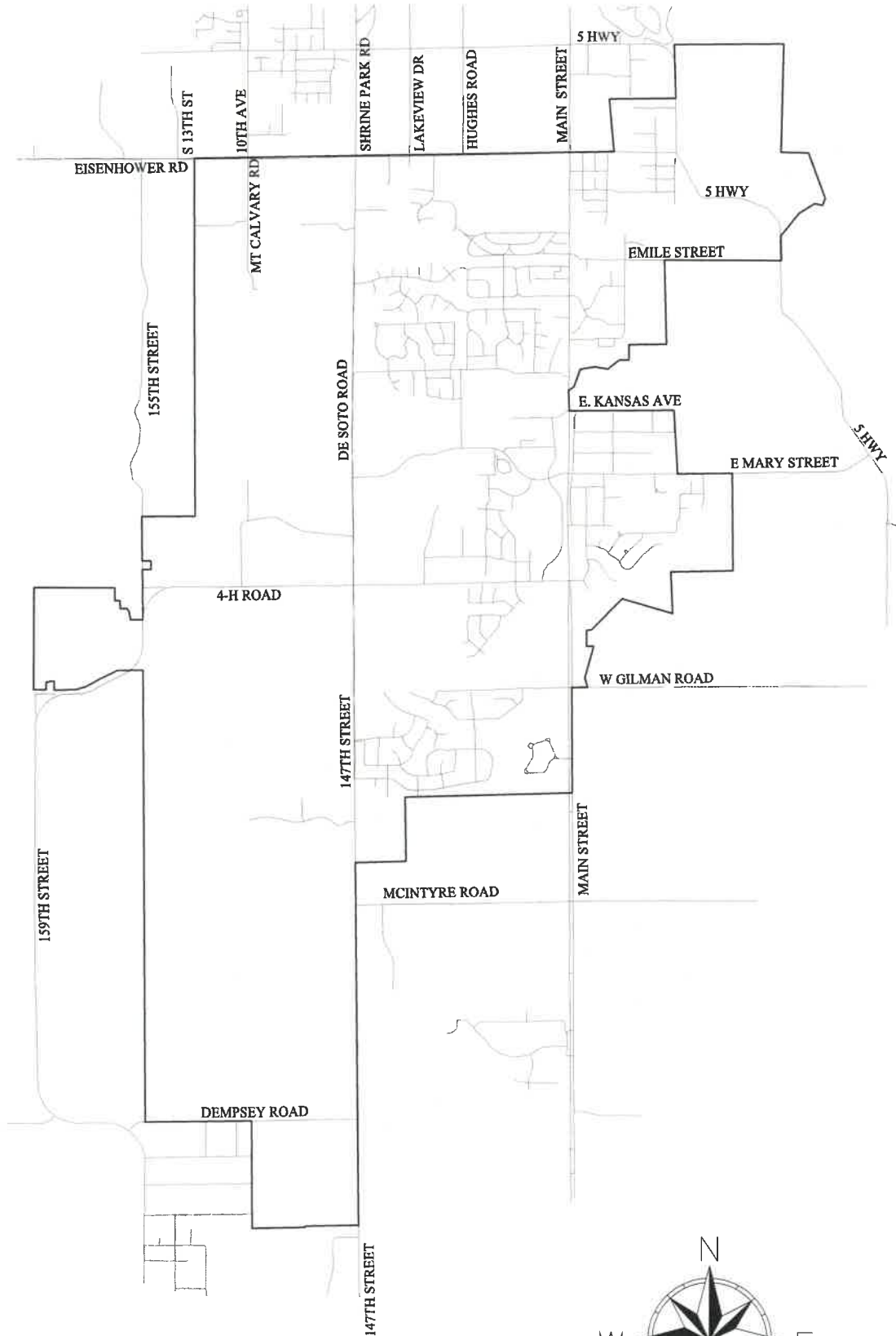
AGE	18-24	25-34	35-44	45-54	55-64	65-74	75-84	85+
1,000	100%	90%	80%	70%	60%	50%	40%	30%
3,000	100%	90%	80%	70%	60%	50%	40%	30%
4,500	100%	90%	80%	70%	60%	50%	40%	30%

py **POINTEZ-YOUREQUEST, P.A.**
Consulting Engineers & Land Surveyors
222 E. Dasher Avenue
Ocala, Florida 34661

Phone (813) 792-0641
Fax (813) 792-0108
Email py@pyengineering.com

DATE: AUG.24, 2020

LAN-DEL WATER DISTRICT
LANSING, LEAVENWORTH COUNTY, KANSAS



atlas
surveyors
LLC
LEAVENWORTH, KS | 913-538-6422

EXHIBIT C

Properties and customers currently served by the Lan-Del Water District but located within the exclusive service area of Consolidated Rural Water District No. 1 as of the date of October 2, 2020.

**William Kimball
23562 147th Street
Leavenworth, KS 66048**

**Chris McDougal
23630 147th Street
Leavenworth, KS 66048**

**William Hoffman
23712 147th Street
Leavenworth, KS 66048**

**Henry Schmidt
23840 147th Street
Leavenworth, KS 66048**

**Mark Megee
23900 147th Street
Leavenworth, KS 66048**


**Howard Megee
23950 147th Street
Leavenworth, KS 66048**

**John Marksberry
24000 147th Street
Leavenworth, KS 66048**

**Mara Kimball
24132 147th Street
Leavenworth, KS 66048**

The properties described in this Exhibit are, in their entirety, subject to the terms and conditions of the Agreement entered into herein and of which this Exhibit is incorporated into.

AGENDA ITEM

TO: Mayor; Lansing City Council
FROM: Tim Vandall, City Administrator 
DATE: November 13, 2020
SUBJECT: Resolution No. B-9-2020

Explanation: Approval of this resolution withdraws City Resolution No. B-5-19 and also affirms approval of the Water Service Agreement.

Financial Considerations: None.

Policy Considerations:

Action: Approval of Resolution No. B-9-2020

AGENDA ITEM #

4

RESOLUTION NO. B-9-2020
CITY OF LANSING CORRECTING AND WITHDRAWING
RESOLUTION NO. B-5-19 REGARDING THE PROVISION OF WATER SERVICE
FOR THE SADDLE RIDGE SUBDIVISION

WHEREAS, the City of Lansing desires for the proper development of the Saddle Ridge development in accordance with the requirements of State and Federal Law; and

WHEREAS, the City of Lansing is a defendant in the case of Consolidated Rural Water District No. 1, Leavenworth County, Kansas v. Lan-Del Water District and the City of Lansing, Kansas, case number 2:20-cv-02058, pending in the United States District Court for the District of Kansas; and

WHEREAS, the City of Lansing has been advised of a settlement between the Consolidated Rural Water District No. 1, Leavenworth County and Lan-Del Water District as it relates to the Saddle Ridge development; and

WHEREAS, the settlement agreement between the Consolidated Rural Water District No. 1, Leavenworth County and Lan-Del Water District resolves all of the questions, concerns, and uncertainty regarding the proper development of the Saddle Ridge development; and

NOW BE IT THEREFORE RESOLVED:

1. Approves the Water Service Area Agreement entered into by and between the parties in the case of Consolidated Rural Water District No. 1, Leavenworth County, Kansas v. Lan-Del Water District and the City of Lansing, Kansas, case number 2:20-cv-02058, pending in the United States District Court for the District of Kansas, and

2. City Resolution No. B-5-19 is hereby withdrawn, cancelled and shall have no further validity, force or effect.


PASSED AND APPROVED THIS 19th day of November, 2020.

MICHAEL W. SMITH, Mayor

ATTEST:

SARAH BODENSTEINER, City Clerk

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Mike Spickelmier, Director of Public Works *MOVS 11/13/2020*
DATE: November 13, 2020
SUBJECT: City State Agreement KA-5575-01 (K7 & Eisenhower Intersection)

Policy Consideration: the Kansas Department of Transportation (KDOT) awarded a Cost -Share project to the cities of Lansing and Leavenworth for the improvements to the K-7 & Eisenhower project.

Financial Consideration: This agreement has KDOT paying 80% of the construction costs up to \$2.1M (\$1,868,000). The remaining costs are on a cost share between Leavenworth and Lansing per the MOU executed in July 2020.

Other: The current schedule has a bid letting scheduled for summer of 2021. The cities are working with KDOT to try and pre-purchase the light poles (current 6-9 month procurement), ahead of the bid in an effort to expedite the project.

Action:

1. Approve the city / state agreement between Lansing and KDOT and authorize the Mayor to sign.

PROJECT NO. 52 KA-5575-01
COST SHARE PROGRAM
INTERSECTION IMPROVEMENTS
CITY OF LANSING, KANSAS

A G R E E M E N T

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Lansing, Kansas** (“City”), collectively, the “Parties.”

RECITALS:

- A. The Secretary is providing funding for a cost sharing program to assist local units of government in the construction of transportation projects throughout the state.
- B. The City applied for and the Secretary has selected an intersection improvement project to participate in the cost share program, as further described in this Agreement.
- C. The cities of Leavenworth and Lansing have agreed to participate in “City” responsibilities in accordance with a separate interlocal agreement. For purposes of this Agreement, all references to “City” shall refer to the City of Lansing and any division of responsibility between Leavenworth and Lansing will be determined and divided per the terms of the interlocal agreement which is not attached nor made a part of this Agreement and does not create any additional responsibilities in the Secretary beyond the terms contained herein.
- D. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction of roads in the state of Kansas.
- E. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Lansing, Kansas, with its place of business at 800 First Terrace, Lansing, KS 66043.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 *et seq.*, Hazardous Waste.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not Participating Costs.
15. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
16. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
17. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
18. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **adding new lanes in the north and southbound lanes on K-7 and geometric improvements to east and westbound Eisenhower Road in Lansing, Kansas**, and is the subject of this Agreement.
19. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
20. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
21. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
22. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
23. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** Upon a request from the City, the Secretary will provide technical information to help the City acquire Right of Way in accordance with the laws of the state of Kansas.
2. **Payment of Costs.** The Secretary agrees to be responsible for eighty percent (80%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$1,680,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$2,100,000.00 for the Project. The Secretary shall not be responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project.
3. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Secretary Authorization.** The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of state aid for this Project.
2. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
3. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.
4. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the City's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.
5. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

6. **Conformity with State, Local, and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state, local, and federal design criteria appropriate for the Project in accordance with the current the American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Transportation Safety and Technology's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project.

7. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

8. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article III, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

9. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

- (a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.
- (b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

- (c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

10. Responsibility for Adequacy of Design. The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

11. Performance Bond. The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

12. Plan Retention. The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project’s completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

13. General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City’s employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary’s authorized representatives or employees.

14. Indemnification by Contractors. The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property

damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

15. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

16. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) **Highway Use Permit.** If the Project necessitates the City to work on Right of Way that is owned by the Secretary, the City will submit a Highway Use Permit (KDOT Form 304) to the local KDOT District Office for review and approval. A copy of the Highway Use Permit may be found at https://www.ksdot.org/Assets/wwwksdotorg/dot_304_hwy_permit.pdf.

(d) **Relocation Assistance.** The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 *et seq.*

(e) **Non-Highway Use of Right of Way.** Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or

change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

17. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

18. **Future Encroachments.** Except as provided by state, local, and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

19. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) **Permitting of Private Utilities.** The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall

include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

20. **Hazardous Waste**. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

21. **Inspections**. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary

does not undertake for the benefit of the City, the Contractor, the Consultant or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require at a minimum all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The agreement for inspection services must contain this requirement as a minimum. The City may require additional clothing requirements for adequate visibility of personnel.

22. **Corrective Work.** Representatives of the Secretary may make periodic inspection of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions or deviations from the final Design Plans.

23. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

(c) **Parking Control.** The City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

24. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

25. **Maintenance.** When the Project is completed and final acceptance is issued, the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

26. **Financial Obligation.** The City will be responsible for twenty percent (20%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), up to \$2,100,000.00 for the Project. In addition, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$2,100,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project along with the associated Non-Participating Construction Engineering costs.

27. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

28. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

29. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE IV

SPECIAL COST SHARING PROGRAM REQUIREMENTS:

1. **Letting Deadline.** The City agrees that it shall Let the Project within six months of February 2021. The City may make a written request to the Secretary to the extend the deadline to the Let the Project. The Secretary, in her sole discretion, may either grant or deny the City's request for

an extension. If the City does not Let the Project within six months of February 2021, the Secretary may cancel this Agreement.

2. **Recapture of State Investment.** The Parties agree to the following terms regarding the recapture of the Secretary's share:

(a) **Recapture Period.** The Parties agree the recapture period of the Project is ten years, commencing on the date the Secretary or the City gives notice of final acceptance of the Project.

(b) **Insurance.** If the Project includes improvements to a building, the City will purchase and maintain insurance for property damage to the building continuously during the Useful Life Period of the Project in an amount equal to or in excess of the federal funds expended on the Project.

(c) **Change in Public Use.** After the Project is completed and during the entire recapture period, any change in the public use of the real property for the Project will require written approval from the Secretary.

(d) **Recapture Formula.** If the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary, the City shall pay back to the Secretary a percentage of the Secretary's share as follows:

- | | |
|--|-------------------------------|
| 1) Violates in 1 st year of 10-year period: | 100% of the Secretary's Share |
| 2) Violates in 2 nd year of 10-year period: | 90% of the Secretary's Share |
| 3) Violates in 3 rd year of 10-year period: | 80% of the Secretary's Share |
| 4) Violates in 4 th year of 10-year period: | 70% of the Secretary's Share |
| 5) Violates in 5 th year of 10-year period: | 60% of the Secretary's Share |
| 6) Violates in 6 th year of 10-year period: | 50% of the Secretary's Share |
| 7) Violates in 7 th year of 10-year period: | 40% of the Secretary's Share |
| 8) Violates in 8 th year of 10-year period: | 30% of the Secretary's Share |
| 9) Violates in 9 th year of 10-year period: | 20% of the Secretary's Share |
| 10) Violates in 10 th year of 10-year period: | 10% of the Secretary's Share |

Any payments due to the Secretary pursuant to this subparagraph (d) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

4. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

5. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF LANSING, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Lindsey Douglas (Date)
Deputy Secretary and
Director of Division of Fiscal
and Asset Management

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and 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. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any



subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Matthew R. Schmitz, Director, Community & Economic Development 
DATE: November 19, 2020
SUBJECT: Approval of drive-thru restaurant in Lansing Towne Center

Explanation: Per Section 2 (c) (xxii) of the Lansing Towne Center Declaration of Easements, Covenants and Restrictions, entered into on the 6th day of July 2010 by Lansing Towne Centre, LLC (which as since been taken over by the City of Lansing when we purchased Lansing Towne Centre), in order for a drive-thru restaurant to locate in Towne Center, they must first obtain the approval of the Lansing City Council. For reference, we have included the Declaration of Easements, Covenants and Restrictions.

McDonald's has officially requested approval of the Council to locate at the corner of W. Mary and K-7 (Main Street). They will still be required to go through the site plan process as outlined in the UDO, but this approval is a first step in getting the approvals needed to begin construction.

Policy Considerations: None.

Action: Approve or deny the request to locate a drive-thru restaurant in Lansing Towne Center. Staff recommends approval.

AGENDA ITEM

6



* 2 0 1 0 R 0 5 4 8 8 1 1 *

Doc #: 2010R05488

STACY R. DRISCOLL/REGISTER OF DEEDS

LEAVENWORTH COUNTY

RECORDED ON

07/09/2010 01:54PM

RECORDING FEE: 48.00

INDEBTEDNESS: 0.00

PAGES: 11

**LANSING TOWNE CENTER
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS DECLARATION is made as of the 6th day of July, 2010, by Lansing Towne Centre, LLC, a Kansas limited liability company ("**Developer**").

WITNESSETH:

WHEREAS, Developer is the developer of the real property in the City of Lansing, Leavenworth County, Kansas, now legally described as follows (the "**Property**"):

Lots 2 through 4, inclusive, LANSING TOWNE CENTRE, 2ND PLAT, a subdivision located in the City of Lansing, Leavenworth County, Kansas.

WHEREAS, Developer intends to develop the Property into separate building lots for retail or office uses as permitted by the applicable zoning and governmental land use requirements; and

WHEREAS, Developer, as the present owner and developer of the Property, desires to place certain restrictions, reservations, easements, covenants, charges and assessments against the Property to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, and all of said restrictions, reservations, easements, covenants, charges and assessments shall be for the use and benefit of Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that all of the Property shall be, and it hereby is, restricted as to its use and subject to the restrictions, reservations, easements, covenants, assessments and charges in the manner hereinafter set forth.

1627999.4

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1. Definitions. For purposes of this Declaration, the following definitions shall apply:

(a) **"City"** means the City of Lansing, Kansas.

(b) **"Declaration"** means this Lansing Towne Centre Declaration of Easements, Covenants and Restrictions.

(c) **"Detention Areas"** means those specific areas within Lansing Towne Centre to be used for the detention of stormwater, as set forth on the Preliminary Development Plans approved by the City on January 3, 2008, Ordinance No. 807, or as further revised by Developer with the approval of the City, together with all related detention facilities and other improvements constructed, or to be constructed, by or for the Developer and/or the City within such areas. Developer shall have the right to replat any Detention Areas located within Lot 2 to be a separate tract.

(d) **"Developer"** means Lansing Towne Centre, LLC, a Kansas limited liability company, or its successor and assigns.

(e) **"Lansing Towne Centre"** means all of Lansing Towne Centre, a subdivision located within the City of Lansing, Leavenworth County, Kansas.

(f) **"Lot"** means a lot included in Lots 2 through 4, inclusive, Lansing Towne Centre, a subdivision located in the City of Lansing, Leavenworth County, State of Kansas.

(g) **"Owner"** means the record owner(s) of title to any Lot, including the Developer, and for purposes for all rights and obligations of the Owner hereunder, shall include, where appropriate, all tenants, subtenants and licensees of such Owner and all of their respective employees, agents, customers, guests and invitees. If a building on a Lot has been subdivided into condominium units, the "Owner" of such Lot shall be the condominium association for purposes of all voting and consent rights and payment obligations under this Agreement with respect to such Lot.

(h) **"Parking Areas"** means all asphalt parking areas and drives (including curbs) and parking area lights located on the Lots.

(i) **"Property"** means Lots 2 through 4, inclusive, Lansing Towne Centre, a subdivision located in the City of Lansing, Leavenworth County, State of Kansas.

(j) **"Recording Office"** means the Office of Register of Deeds of Leavenworth County, Kansas.

2. Use of Land: Certain Use Restrictions.

(a) Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied other than for the uses authorized by the zoning approved by the City for the Property.

(b) No outdoor trash, grass or construction material burning shall be allowed within the Property. No noxious activity shall be carried on with respect to any Lot; nor shall anything be done which may be or become a nuisance to the Property, or any part thereof.

(c) The following uses and activities shall be prohibited within the Property:

(i) Any use which emits an obnoxious odor, noise or sound which can be smelled or heard outside of any Building; provided, however, the foregoing shall not be construed as prohibiting normal cooking odors, paging or music.

(ii) Any self-service laundromat; provided, however, the foregoing shall not be construed as prohibiting non-self-service dry cleaning and/or laundry facilities as the same may be found in retail shopping centers in the Kansas City metropolitan area.

(iii) Any automobile, truck, motorcycle, trailer or recreational vehicle sales, leasing, display, repair or body repair operation; provided however, auto parts retailers with ancillary repair operations (less than 25% of revenues) shall be allowed.

(iv) Any bowling alley or skating rink, without the express consent of the Developer, which consent shall be in the Developer's discretion.

(v) Any massage parlor, pawn shop, tanning salon or title loan, check cashing or pay-day loan service.

(vi) Any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff; provided, however, the foregoing shall not be construed as prohibiting the operation of any bookstore that is not primarily an adult bookstore or the operation of any nationally or regionally recognized video rental (with or without sales).

(vii) Any bar, tavern, restaurant or other establishment whose revenues from the sale of alcoholic beverages for on premises consumption exceeds fifty percent (50%) of the gross revenues of such business.

(viii) A flea market, amusement or video arcade, pool or billiards hall or dance hall; provided, however, the foregoing shall not be construed as prohibiting the operation of any business not otherwise prohibited hereunder that has video game machines or pool or billiards tables as an incidental part of its business and not as its primary business.

(ix) Any gambling facility or operation.

(x) Any car wash; provided, however the foregoing shall not be construed as prohibiting the operation of any car wash incidental to the operation of a convenience store.

(xi) Cellular or other towers not fully integrated or "stealth".

(xii) Churches, synagogues, mosques or any other places of religious worship.

(xiii) Commercial or industrial machinery equipment or sales, farm equipment sales, or mobile home sales.

(xiv) Educational institutions.

(xv) Hospitals or medical office buildings.

(xvi) Gas stations, unless incidental to the operation of a convenience store, grocery store, or department store.

(xvii) Liquor stores, except if approved by the City, and if the sale of liquor is customarily and incidentally associated with the primary use, is located entirely within the structure of the primary use, and is not visible from and cannot be directly accessed from the exterior of the structure that contains the primary use.

(xviii) Manufacturing or assembly facilities.

(xix) Warehouses.

(xx) Motor freight garages, equipment or storage.

(xxi) Mobile home parks.

(xxii) Any drive-thru restaurants without the express prior approval of the City Council of Lansing, Kansas; provided, however, that full service restaurants (as defined by section 722110 of the NAICS code) with drive-up or drive-thru service are expressly permitted.

(xxiii) Any use prohibited by the Redevelopment Agreement, as defined in Section 13 below.

(d) No Lot may be sold to any tax-exempt organization, except that this prohibition shall not prevent the granting of any temporary or permanent easements necessary to facilitate the construction of the Project.

(e) Lot 2 may not be used as a fast-food, drive-through style hamburger or chicken restaurant (including without a limitation, a Wendy's, Burger King, or Hardee's), provided, however that Lot 2 may specifically be used as a Taco Bell, Taco Bueno, or Subway (subject to the approval of the City as set forth in Section 2(c)(xxi) above.

(f) The total aggregate square footage of all buildings located on Lot 4 of Lansing Towne Centre shall not exceed 7,900 total square feet, and such Lot 4 shall contain no more than two (2) tenants, owners, or users; provided, however, that there shall be no restriction on the number of tenants, owners, or users in connection with any office uses upon Lot 4 (but all other restrictions set forth herein, including the square footage restrictions set forth in this Section 2(f), shall apply to all such office uses).

(g) No Lot shall contain any buildings or other structures having a height of more than one story unless approved by Developer, in its sole and absolute discretion, prior to the construction of such buildings or structures. For the purposes of this Section 2(g), "one story" shall be defined as buildings having only one usable floor. Notwithstanding the foregoing, any building constructed on Lot 3 shall have only one usable floor but may have: (i) architectural elements extending no more than 23'6" above grade, and (ii) rooftop mechanical and HVAC equipment extending no more than 25' above grade.

3. Easements for Utilities: Drainage: Maintenance.

(a) Developer shall have, and does hereby reserve, the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of, drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities (all of which shall be underground), and to give or grant rights-of-way or easements therefor within the building setbacks on any Lot (and specifically not through any existing buildings, structures, or drive thru lanes on such Lot), or otherwise over, under, upon and through all easements and rights-of-way shown on any recorded plat of the Property, and, as an ongoing obligation, each Owner shall be obligated to execute any and all easements or other documents required to grant or otherwise evidence any rights reserved by the Developer pursuant to this Section 3. All utility easements and rights-of-way shall inure to the benefit of all governmental authorities and utility companies for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer and all Owners as a cross easement for utility line maintenance.

(b) In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights (i) shall exercise those rights in a reasonable manner so as to minimize all adverse effects on the Owners, and (ii) shall promptly repair any damages to such Lot or improvements thereon resulting from the exercise of such easement rights and restore the Lot and improvements to as near the original condition as possible.

4. Cross Access.

(a) Subject to the terms and provisions of this Section, each Owner (the "Grantor") with respect to its own Lot hereby reserves and retains for the benefit of itself and its successors and assigns, tenants, subtenants, employees, agents, customers, business visitors, business guests, licensees and invitees (its "Permitted Users") the perpetual, non-exclusive right and easement to use the Parking Areas, driveways, access ways, sidewalks and other paved areas that may from time to time be constructed on such Owner's Lot (the "Access Area") for the purpose of parking and for pedestrian and vehicular (as applicable) ingress and egress, as well as vehicular maneuvering and turn around.

(b) Grantor further grants, with respect to its own Lot, for the benefit of the Developer and each other Owner, the perpetual, non-exclusive right and easement to use the Access Area for the purpose of pedestrian and vehicular (as applicable) ingress and egress, as well as vehicular maneuvering and turn around; provided, however that nothing in this Declaration shall grant any right to the Developer or any other Owners to use the Access Area for the purposes of parking for Developer or such other Owners, their tenants, subtenants, employees, agents, customers, business visitors, business guests, licensees or invitees.

(c) Nothing herein contained shall operate to prevent Grantor from establishing, installing or constructing on its Lot traffic control devices, drives, curbs, walks, drains or parking areas and relocating, realigning or redesignating the same or the traffic flow patterns from time to time, or from establishing or enforcing reasonable parking regulations on its Lot, or from establishing rules and regulations requiring delivery trucks to use only Grantor designated access lanes and turnaround points; provided, however, that Grantor shall not unreasonably interfere with the easement granted and reserved to any other party under this Section 4 with respect to the use of the Access Area.

(d) This easement shall be a servitude on the Access Area and shall be appurtenant to, and shall pass automatically with, title to each Lot.

5. Detention Areas. Each Owner acknowledges that stormwater originating on such Owner's Lot may be detained within Detention Areas located within Lansing Towne Centre. To the extent that any Lot drains to any Detention Area, the Owner of such Lot agrees that it shall contribute to the maintenance costs (but not the construction costs) of any such Detention Area as follows: the Owner of each Lot shall pay a portion of the maintenance costs for each Detention Area used by such Lot equal to the ratio of the size of such Owner's Lot to the total amount of square footage within Lansing Towne Centre draining to such Detention Area(s). The Lots draining to any Detention Area shall be determined by Developer pursuant to any stormwater studies or other engineering reports obtained by Developer for such purpose, copies of which shall be provided to each Owner upon request. Upon the incurrence of any costs for the maintenance of such Detention Areas, Developer shall provide to each Owner an itemized invoice of such costs, along with a calculation of each such Owner's portion of the costs. Upon receipt, each Owner shall remit its portion of such costs to the Developer within thirty (30) days thereafter.

6. Property Taxes. Each Owner shall promptly pay all real estate taxes, special assessments, sewer charges, and other similar charges levied against its Lot, the non-payment of which would give rise to a lien superior to any other Owner's rights under this Declaration. Each Owner may contest the validity or amount of any such tax or assessment on its Lot but upon final determination as to the validity and amount thereof, such Owner shall promptly pay the same.

7. Notices. All notices required or permitted under this Declaration shall be deemed given if deposited in the United States Mail, postage prepaid, and addressed to the Owner of the Lot at the address of the Lot. Notice to one co-Owner shall constitute notice to all co-Owners.

8. Covenants Running with Land: Enforcement.

(a) The agreements, restrictions, reservations, charges and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Property. The Developer, and its successors, assigns and grantees, and all parties claiming by, through to under them, shall conform to and observe such agreements, restrictions, reservations, assessments, charges and other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions, reservations, assessments, charges and other provisions set forth herein as applied to the Lot owned by such Owner.

(b) The Developer and each Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach, or to enforce the observance, of the agreements, restrictions, reservations and other provisions herein set forth, in addition to any action at law for damages. If the Developer or an Owner shall be successful in obtaining a judgment or consent decree in any such court action against an Owner or the Developer, such successful party shall be entitled to receive from the breaching party as part of the judgment or decree the legal fees and expenses incurred by the successful party with respect to such action.

(c) No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

(d) No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation.

9. Assignment of Developer's Rights. The Developer shall have the right and authority, by appropriate agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity who acquires any of the Lots from the Developer, all or any part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all

purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder, as provided above.

10. Release or Modification of Restrictions.

(a) The terms and provisions of this Declaration may be amended, modified or terminated, in whole or in part, at any time by a duly acknowledged and recorded written agreement (in one or more counterparts) signed by the Developer and the owners of each Lot.

(b) If the rule against perpetuities or any rule regarding restraints on alienation or similar restriction is applicable to any right, restriction or other provision of this Declaration, such right, restriction or other provision shall terminate (if not earlier terminated) upon lapse of 20 years after the death of the last survivor of the now-living children and grandchildren of the individuals signing this Declaration on behalf of the Developer as of the date of such execution.

11. Severability. Invalidation of any of the provisions set forth herein, or any part thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.

12. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of Kansas.

13. Transportation Development District. The Property is located within a Transportation Development District ("TDD"), formed pursuant to K.S.A. § 12-17,140 et seq., to finance the construction of some or all of the area infrastructure. Each Owner agrees to fully cooperate with the implementation and administration of the TDD including, without limitation, submitting any and all reports to the City or Developer as may be required pursuant to the Lansing Towne Centre South Project Area and North Project Area Redevelopment Agreement, dated June 7, 2007 (the "Redevelopment Agreement"). The TDD requires an additional 1% sales tax on all sales made within Property. Each Owner, to the extent applicable, agrees to comply with, and to cause any sales contracts, leases, or other transfer documents with all assignees, purchasers, tenants, subtenants and any business operating on such Owner's Lot to include language obligating such assignees, purchasers, tenants, subtenants, or other entities to comply with, any sales tax reporting requirements or other requirements under the TDD or Redevelopment Agreement, and to levy and collect any additional sales tax pursuant to the TDD or the Redevelopment Agreement. Each Owner acknowledges and agrees that it shall have no rights to any TDD revenue as a result of being the Owner of any portion of the Property. Upon termination or expiration of the TDD the provisions of this paragraph shall have no further force or effect and an Owner shall have no obligations hereunder.

14. Community Improvement District. Developer may include the Property within a Community Improvement District ("CID"), to be formed pursuant to K.S.A. § 12-6a26 et seq., to finance the construction of some or all of the area improvements. Each Owner agrees to fully cooperate with the creation, implementation and administration of the CID including, without limitation, submitting any and all reports to the City or Developer as may be required pursuant the Kansas Community Improvement District Act. The CID may require up to an additional 2% sales tax on all sales made within the Property. Each Owner, to the extent applicable, agrees to comply with, and to cause any sales contracts, leases, or other transfer documents with all assignees, purchasers, tenants, subtenants and any business operating on such Owner's Lot to include language obligating such assignees, purchasers, tenants, subtenants, or other entities to comply with, any sales tax reporting requirements or other requirements under the CID, and to levy and collect any additional sales tax pursuant to the CID. Each Owner acknowledges and agrees that it shall have no rights to any CID revenue as a result of being the Owner of any portion of the Property. Upon termination or expiration of the CID the provisions of this paragraph shall have no further force or effect and an Owner shall have no further obligation hereunder.

15. TIF District.

(a) The Property is located within a tax increment financing district ("TIF District") formed pursuant to K.S.A. 12-1770 et seq. Each Owner agrees to fully cooperate, at no out-of-pocket expense to such Owner, with the administration of the TIF District, including, without limitation, signing or consenting to any application or petition required to be filed in connection with the amendment of the TIF District and taking such other actions as are necessary. Each Owner agrees to give the City notice of all tenants on November 1 of each year and upon the request of the City.

(b) Each Owner shall cause any sales contracts, leases, or other transfer documents with all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the Property to include language obligating such assignees, purchasers, tenants, subtenants or other entities to provide to the City's Finance Department, and to Developer upon Developer's request, simultaneously with submission to the Kansas Department of Revenue, the monthly sales tax returns for their facilities in Lansing Towne Centre of such assignee, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights. Each such contract or lease agreement shall provide that each of the Developer and the City is an intended third-party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser.

(c) Each Owner acknowledges and agrees that it shall have no rights to any TIF District revenue as a result of being the Owner of any portion of the Property.

(d) By accepting title to its Lot, each Owner authorizes the City to release such sales tax information to the Developer and to any bond trustee. City and Developer agree to keep all sales tax information confidential except as necessary for the administration of the TIF District.

(e) Upon termination or expiration of the TIF District the provisions of this paragraph shall have no further force or effect and an Owner shall have no further obligation hereunder.

16. Relocation Prohibited. Each Owner acknowledges that such Owner, or any of its tenants or subtenants, may not be relocated to the Property from any other space located within the City limits of the City unless the City Council of Lansing, Kansas has consented to such relocation with its prior and express approval by resolution. For purposes of this section, "relocation" shall mean the opening of any store, office or business within the boundaries of the Property if another location of such store, office or business located outside of Property (but within the City) is closed within 365 days prior to or after such opening .

[Signature page follows on separate sheet.]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first written above.

THE DEVELOPER:

LANSING TOWNE CENTRE, LLC

By: Daniel Carr
Name: Daniel Carr
Title: Member

Missouri
STATE OF ~~KANSAS~~)
) ss.
COUNTY OF Jackson)

This instrument was acknowledged before me, a Notary Public in and for the county and state aforesaid, on July 9, 2010, by Daniel Carr, as Member of Lansing Towne Centre, LLC, a Kansas limited liability company, to me known to be the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledge that said limited liability company executed the same as its free act and deed.

Notary Public

Kristi Stuedle

Print Name: Kristi Stuedle

My Commission Expires



[SEAL]

KRISTI STUEDLE
My Commission Expires
August 18, 2013
Clay County
Commission #99478833

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Sarah Bodensteiner, City Clerk *SB*
DATE: November 13, 2020
SUBJECT: Executive Session – Preliminary Discussion of the Acquisition of Real Property

Executive Session will be called for the preliminary discussion of the acquisition of real property.

AGENDA ITEM #

7

City Clerk's Office/Building Maintenance Vehicle and Equipment Report

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Comments
2007	Ford	Econoline	15 Passenger Wagon	20719	20,779	60	
						0	
						0	
						0	
						0	
Total						60	

Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2018	Advance	SC1500	AutoScrubber Floor Machine	35.85	36.85	1	Community Center Cleaning
2018	Kubota	ZG227-A	Mower	160.1	162.5	2.4	
						0	
						0	
						0	
						0	
Total						3.4	

Parks and Recreation Fleet Report October 2020

Vehicles:

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
2011	Dodge	Charger	passenger car	78395	78,430	35	AC/Parks use	
2014	Ford	F-350	Dump truck	17377.20	17901.00	523.8	Parks maintenance	
2016	Jeep	Patriot	SUV	64798	64843	45	Activity Center use	
2017	Chevrolet	Silverado	truck	14891	15216	325	Parks maintenance	
2018	Ford	F-350	4-dr crew	16187	16749	562	Parks maintenance	
Total						1490.80		

Equipment:

Year	Make	Model	Description	Hours Start	Hours End	Hours used	Current Use	Comments
1992	Massey Ferguson	1020	Tractor	1980.7	1980.7	0	Parks maintenance	
2005	Kubota	F3060	mower	314.1	314.1	0	Parks maintenance	
2007	Turbo Tool Cat	5600	utility vehicle	1171.1	1177.1	6	Parks maintenance	
2012	Wright	ZK	stander mower	1095.6	1101.6	6	Parks maintenance	
2016	ABI	Force	infield groomer				Parks maintenance	out for service
2017	Kubota	ZD1211	mower	606.2	616.5	10.3	Parks maintenance	
2018	Polaris	Ranger	utility vehicle	198.5	204.7	6.2	Parks maintenance	
2019	Exmark	LZ 72	mower	320.3	334.7	14.4	Parks maintenance	
2019	Emark	LZ 96	mower	184.8	191.7	6.9	Parks maintenance	
2020	Kubota	ZD1211	mower	12.5	13.1	0.06	Parks maintenance	
Total						49.86		

Lansing Police Department
Vehicle Fleet End of Month Report

Oct-2020

Unit	Year	Make/Model	Last 5 VIN	Mileage as of 10/01	Mileage as of 11/02	Miles Driven	Current Use	Future Use	Comments
1	2013	Ford Explorer	40459	81748	81748	0	Detective	Detective	Down for repairs
2	2020	Dodge Durango	96952	5599	7110	1511	Patrol	Patrol	Fit for patrol duty
3	2015	Ford Explorer	40975	70782	72239	1457	Patrol	Patrol	Down for repairs
4	2015	Ford Explorer	40976	53287	55217	1930	Patrol	Patrol	Fit for patrol duty
5	2012	Dodge Charger	07027	47494	48328	834	Patrol	Patrol	Fit for patrol duty
6	2019	Dodge Durango	85334	23659	25172	1513	Sergeants	Sergeants	Limited Use - Sergeants
7	2018	Ford Explorer	34004	7961	8282	321	Captain	Captain	Limited Use - Captain
8a	2017	Dodge Charger	86270	52776	53606	830	Patrol	Patrol	Fit for patrol duty
9	2018	Ford Explorer	34003	28903	29074	171	Patrol	Patrol	Fit for patrol duty
10	2011	Dodge Charger	52349	66034	66541	507	Patrol	Patrol	Fit for patrol duty
11	2003	Ford F150	64639	84884	85050	166	Animal Control	Animal Control	Fit for animal control duty
12	2019	Dodge Durango	85335	8802	9232	430	Chief	Chief	Limited Use - Chief
13a	2017	Dodge Charger	96163	50901	51950	1049	Patrol	Patrol	Fit for patrol duty
15	2018	Ford Explorer	34002	30024	30820	796	Patrol	Patrol	Fit for patrol duty
17	2016	Dodge Charger	23367	45404	46442	1038	Patrol	Patrol	Fit for patrol duty
					Mileage Total:	12553			

**Lansing Public Works Department
Monthly Fleet Report**

Month October Year 2020

Vehicles

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2008	Ford	Ranger XLT	70321	LT. Pick-up Ext	57,850	58,209	359	
2007	Ford	Ranger XLT	67211	LT. Pick-up Ext	49,867	51,150	1,283	
1998	Ford	1/2 ton	48091	Pick-up	66,638	66,898	260	
2005	Ford	Ranger	57932	LT. Pick-up Ext	47,173	47,479	306	
2005	Sterling	LT 8500	64614	Dump Truck	55,427	56,042	615	
2007	Elgin	Crosswind J+	70295	Street Sweeper	6,547	6,547	0	
1992	Ford	700	25616	Dump Truck	64,361	64,361	0	in shop
2017	Chevrolet	3500	88437	Pick-up Truck	18,639	19,754	1,115	
2011	International	7400	75269	Dump Truck	18,689	19,180	491	
2016	Ford	F350 4x4	88468	One-ton Dump Truck	13,099	13,883	784	
2013	Ford	Explorer	80551	SUV	68,014	69,049	1,035	
2019	Ford	Ecosport	A4358	SUV	4,016	4,506	490	
2020	Chevrolet	3500		One-ton Dump Truck	0	500	500	
2015	Dodge	Journey	A6545	SUV	76,122	76,122	0	in shop
2006	Dodge	Caravan	66257	Van	49,621			1st time logging mileage

Equipment

Year	Make	Model	License Plate #	Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH		Grader	2,080	5,097	3,017	
2004	IR	DD-24		Asphalt Roller	291	299	8	
2006	IR	185		Air Compressor	210	211	1	
1997	Bobcat	763		Skid Steer	2,210	2,245	35	
2014	Case	580 SNWT		Backhoe	1,438	1,438	0	in shop
2002	Crafco	110		Crack Sealer	808	812	4	
2003	Kubota	L3710		Tractor	1,631	1,631	0	
2009	Case	465		Skid Steer	659	683	24	
2018	John Deere	5065E		Tractor	86	114	28	
2018	Vermeer	BC1000		Chipper	0	8	7.6	

October			
City Influent	20.71 MG	City Avg Daily	.668 MGD
LCF Influent	.468 MG	LCF Daily Avg	.150 MGD
Total Biosolids	0.729	Precip	.51 inches

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1999	Sterling	Vactor	Jet Truck	8307	8317	10	Collection System	
2012	Chevrolet	Tahoe	SUV	104632	104713	81	Ops/Maint.	
2019	Ford	F250	Pick Up Truck	6707	7230	523	Ops/Maint.	
2019	Ford	F250	Flatbed Truck	2160	2211	51	Ops/Maint.	
2005	Freightliner	M2106	Dump Truck	24364	24412	48	Biosolids Disposal	
Total						713		

Equipment

Year	Make	Model	Description	Hours Start	Hours Ending	Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	960	963	3	Plant Activities	
1999	Sterling	Vactor	Jet Truck	2262	2264	2	Collection System	
2004	John Deere	7920	Tractor	1262	1263	1	Biosolids Disposal	
2005	Polaris	Ranger #1	Utility Vehicle	1348	1348	0	Operations	
2004	Case	621D	Loader	2374	2378	4	Operations	
2005	Polaris	Ranger #2	Utility Vehicle	1399	1408	9	Maintenance	
2006	JCB	531-70	Telehandler	620	625	5	Plant Activities	

**COMMUNITY AND ECONOMIC DEVELOPMENT
PERMITS/LICENSES AND CODE ENFORCEMENT REPORT FOR OCTOBER**

TO: Tim Vandall, City Administrator

FROM: Matthew R. Schmitz, Director, Community and Economic Development

DATE: November 3, 2020

MRS

PERMITS AND LICENSES:

	<u>Current Month</u>	<u>Year to Date</u>
Number of permits issued.....	28	305
Number of permits for new single-family housing completed.....	0	4
Number of permits for new multi-family housing completed.....	0	0
Number of occupancy certificates issued.....	0	18
Number of permits for new single-family housing currently in process or pending issuance.....	2	
Number of permits for new multi-family housing currently in process or pending issuance.....	1	
Total valuation of residential and commercial construction and remodeling for which permits were issued.....	\$1,400,787.04	\$4,662,990.62
Permit fees.....	\$7,253.80	\$65,388.30
Number of inspections performed.....	37	468
Number of trade licenses issued.....	11	332
Total trade contractor licenses issued.....	3	113
Number of occupational licenses issued.....	9	125

CODE ENFORCEMENT:

	<u>Current Month</u>	<u>Year to Date</u>
<u>Nuisance Report</u>		
Three Day Warnings:.....	19	237
Certified Letters Sent:.....	0	6
Compliance:.....	13	160
Compliance Review:.....	24	210

Vehicle Report

Warning Letters/Verbal:.....	5	47
Certified Letters Sent (20 Days):.....	0	2
Compliance:.....	4	29
Compliance Review:.....	5	47

Weeds Report

Three Day Warnings:.....	1	119
Certified Letters Sent:.....	0	11
Compliance:.....	1	50
Compliance Review:.....	6	111

Infiltration of Storm Water System

Three Day Warnings:.....	0	0
Certified Letters Sent:.....	0	0
Compliance:.....	0	0
Compliance Review:.....	0	0

Additional Actions

Violation Publications:.....	0	0
Number of Court Actions:.....	1	4
Abated:.....	0	7
Citations:.....	0	4
Contracted for Work:.....	1	8