



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

**COUNCIL AGENDA**  
**Regular Meeting**  
**Thursday, September 21, 2017**  
**7:00 P.M.**

**WELCOME TO YOUR CITY COUNCIL MEETING**

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

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

***Call To Order***

***Pledge of Allegiance***

***Roll Call***

**OLD BUSINESS:**

1. Approval of Minutes

**NEW BUSINESS:**

***Audience Participation***

***Presentations***

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

2. Ordinance No. 988 – Condemnation for DeSoto Road Project
3. Public Hearing on Consideration of the Creation of a Community Improvement District for 555 N. Main Street
4. Structure Removal Cost Share Request – 1102 N. Main Street
5. Request to Purchase – Replacement Control Systems for Belt Filter Press

***Reports:***

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

***Proclamations***

***Other Items of Interest:***

6. Department Vehicle and Equipment Mileage Reports
7. Fall Sports Report
8. Wastewater Compliance Ratio Letter

***Adjournment***

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator

FROM: Sarah Bodensteiner, City Clerk

DATE: September 14, 2017

SUBJECT: Approval of Minutes

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The regular meeting minutes for September 7, 2017, are enclosed for your review.

Action: Staff recommends a motion to approve the regular meeting minutes for September 7, 2017, as presented.

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**AGENDA ITEM #**

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**Call To Order:**

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

**Roll Call:**

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

**Councilmembers Present:**

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

**Councilmembers Absent:** Jesse Garvey and Kerry Brungardt

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**OLD BUSINESS:**

**Approval of Minutes:** Councilmember Buehler moved to approve the regular meeting minutes of August 17, 2017, as presented. Councilmember Studnicka seconded the motion. The motion was unanimously approved.

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

**Presentation: United Way Months Proclamation:** Council President Gene Kirby read and presented the United Way Months Proclamation to United Way Board of Directors member Janette Labbee-Holdeman.

- Mrs. Labbee-Holdeman thanked the governing body for their continued support and hoped they would double their contribution this year to the United Way of Leavenworth County.

**COUNCIL CONSIDERATION OF AGENDA ITEMS:**

**Award of Bid – 2017 Sanitary Sewer Cleaning and CCTV:** Councilmember Trinkle moved to award the bid to Hydro-Klean at \$1.29 per foot for cleaning and videotaping approximately 69,000 feet of sanitary sewer. Councilmember Buehler seconded the motion.

- Councilmember Studnicka asked don't we have video equipment for manholes and sewer systems.
  - Wastewater Utility Director Tony Zell replied we do have our own camera equipment but it is almost nineteen years old so it is pretty antiquated. Right now it's down and we're having a hard time getting parts to get it running.
- Councilmember Pawlowski stated this company was way cheaper than the others, is there any particular reason?
  - Wastewater Utility Director Tony Zell responded actually, the price that I received from them I expected from the others. Kansas City, Missouri and some other larger municipalities in the area have got a ton of work and there's a lot of work to be done in regard to EPA Compliance. Hydro-Klean is from the upper Midwest, they just recently purchased a building at 435 and K-32 and they are opening up a Kansas City office, and they are trying to get competitive in this market, so they are looking for work. I've talked to some references and I've been pleased with what I've heard, and they're going to be able to do everything, so I have no reservations.
- Councilmember Pawlowski stated I'm not complaining, I was just curious.
- Wastewater Utility Director Tony Zell stated I was shocked too by a couple of the bids that have given us bids before.
- Councilmember Pawlowski asked haven't we used Reddi Services before.
- Wastewater Utility Director Tony Zell replied we've used both Reddi and we've used Ace Pipe, and we've been around about a \$1.25-\$1.35 a foot.
- Councilmember Pawlowski stated Reddi was double what theirs was.
- Wastewater Utility Director Tony Zell stated there may have been an error in their tabulation, but that's not for me to decide, that's what they turned in on their bid forms.

The motion was unanimously approved.

- Wastewater Utility Director Tony Zell stated if you wouldn't mind letting everybody know, you have the map, we're going to be putting out door knockers on all the homes the week prior to let everyone know to take precaution, you know to cover their toilets with a towel, cover their floor drains with a paint bucket, those types of things. It just helps minimize any interior problems that may arise. We've had really good luck putting door knockers out and we'll begin that process once Hydro-Klean is ready to go.

**Award of Bid – Project 13-01 East Kay & Third Street Storm Water Project:** Councilmember Trinkle moved to award the bid to Linweaver Construction of Lansing Kansas in the amount of \$80,140.00 for Project 13-01 East Kay & Third Street Storm Water Project. Councilmember McNeill seconded the motion.

- Councilmember Pawlowski stated these other bids were considerably higher than the engineer's estimate.

- Public Works Director Jeff Rupp replied yeah when staff put this together back before even engineers got ahold of it, we thought it could be as high as what we budgeted for; some of those bids even came in higher. I think it's just one of those things where we've got local contractors that know the area and that takes some of the fear out of their line items.
- Councilmember Pawlowski stated my concern is that maybe we're nearing the end of our good bidding.
  - Public Works Director Jeff Rupp replied that's probably true and we're going to try to bump some of our estimates up for the next few years because we've seen how these prices come in much higher than we anticipated, so we'll probably do that on our forecasting.
- Councilmember Kirby asked this one has been on the books for a long time.
  - Public Works Director Jeff Rupp responded yes, about three projects this year are a decade old.
    - Councilmember Kirby asked and this is one of those.
      - Public Works Director Jeff Rupp replied yes.
        - Councilmember Kirby stated glad to see we're getting to it.

The motion was unanimously approved.

**Approval of Audit Ending December 31, 2016:** Councilmember Trinkle moved to approve the final audit for the City of Lansing for the year ended December 31, 2016. Councilmember Studnicka seconded the motion.

- Finance Director Beth Sanford stated we have Mr. Brian Nyp here, one of our auditors, he's here to make a quick statement.
- Brian Nyp of Wendling, Noe, Nelson, and Johnson, LLC briefed the governing body on the findings of the audit and walked the governing body through the audit book and how to read the different financial statements within it.
  - Councilmember Pawlowski stated one of the questions that I've asked over the years, and my question is if you guys advise on how much the City should carry over, how much we should have in those funds. Are you just audit or are you advisors too?
    - Brian Nyp of Wendling, Noe, Nelson, and Johnson, LLC replied as part of the audit we do look at some of those things, but from us it's mostly policy driven, so if you have a policy on something we tend to try to make sure you're following the policy. Generally we don't, unless we're asked, advise on other matters, although we definitely have opinions on them.
      - Councilmember Pawlowski stated it seems to me a couple years ago we ran pretty low on our carry over, and I think there was a note in here, but I didn't know if that was standard.
        - Brian Nyp of Wendling, Noe, Nelson, and Johnson, LLC responded if we do see that, I'm generally a three to six month person of operating expenses of each fund, but that is a council decision, but could definitely give our opinion.

The motion was unanimously approved.

**Solid Waste Contract:** Councilmember Pawlowski moved to authorize the City Administrator to negotiate with Waste Management of Kansas, Inc., for a 3-year residential solid waste service contract, with an effective date of March 1, 2018. Councilmember Kirby seconded the motion.

- Councilmember Kirby asked is this the end of the SWAG group.
  - Finance Director Beth Sanford replied the SWAG group has been dissolved.
- Mayor Smith asked any questions.
- Finance Director Beth Sanford stated I attached the sheet that we used to review, the bid comparison sheet what we used. We received three proposals and sent those out. We had three councilmembers serving, myself, Utility Billing Clerk, City Administrator, and then we had a citizen, Jerry Gies, who served on the committee, and we met and discussed all the proposals and I think everyone was in agreement that based on the services we would recommend moving forward with Waste Management. I know we've had some issues in the past with them, things have looked better with them recently, we have a supervisor in the area who is very responsive.
  - Mayor Smith stated that's key Beth having a responsive supervisor.
    - Finance Director Beth Sanford stated John Blessing is here, so if you have any questions you want to direct his way.

The motion was unanimously approved.

**Resolution No. B-5-17:** Councilmember Kirby moved to approve Resolution No. B-5-17. Councilmember Buehler seconded the motion.

- City Administrator Tim Vandall stated and just to clarify it is three now, the resolution we sent out said two but there was a change, so it is three properties now.
- Councilmember Pawlowski stated we've done this before but we never, to my knowledge, had to go to the actual condemnation, how long does that take and is it going to hold up our project.
  - Attorney William Frost replied the way the process works is the first step is to pass this resolution, once this resolution is published and the engineer files the surveys with the City Clerk, then you pass an ordinance, so that takes a couple weeks to get that accomplished. We then file what's referred to as an administrative lawsuit against all the people who have an interest in the property. The Court appoints three residents of the County as appraisers, they conduct a hearing, they view the property and that process usually takes a month or two, because there are certain time restraints for when they have to publish and so on, and then they return their award, which can take up to thirty days to determine the value. So, the Court appointed appraisers process is about a three month process. After the Court appointed appraisers determine the award, you pay your money in to purchase the property and after that point you own it. Either party, either the City or the people who have an interest in the property, can appeal that award and ask for a jury trial. So from that point forward the time it takes is really undetermined, because it depends on the Court schedule, it depends on lots of factors, and in theory, even after the jury trial somebody could appeal it to one of the appellate courts.
    - Councilmember Pawlowski stated but at that point we already have the property.
      - Attorney William Frost replied you own it, all it's about from the point of the appeal on is about money.
        - City Administrator Tim Vandal stated to respond to the other part of your question we got word from KDOT that as long as we've begun the proceedings they wouldn't delay the project.
- Councilmember Pawlowski asked is there a large percentage of these that go to that. Like I said we've never had one.
  - City Attorney Gregory Robinson stated Andi we've done them. I don't know if you were on, but we've done them.
    - Councilmember Pawlowski stated so in the last fifteen years we haven't done one.
      - Mayor Smith stated Main Street was one.
        - Councilmember Pawlowski replied but that wasn't us really, it was KDOT.
          - City Attorney Gregory Robinson stated we have, I filed, I've done one.
            - Councilmember Studnicka stated I'm pretty sure it was ours.
              - Attorney William Frost stated there really is no criteria, it depends on too many factors, it depends on values obviously, sometimes it depends on the personalities of the parties involved, you just can't predict.
  - Mayor Smith stated bottom line though is that the project continues through it we just have to negotiate or whatever the court would decide.
  - Attorney William Frost stated most of these cases settle at some point, very few of them end up at trial.

The motion was unanimously approved.

**Ordinance No. 986 – Amending Appendices A & B in the Lansing Zoning Ordinance:** Councilmember Kirby moved to adopt Ordinance No. 986. Councilmember Studnicka seconded the motion. The motion was unanimously approved.

**Ordinance No. 987 – Amending Sign Regulations in the Lansing Zoning Ordinance:** Councilmember Kirby moved to adopt Ordinance No. 987. Councilmember Buehler seconded the motion.

- Councilmember Studnicka stated I need some clarification does this change our sign ordinance.
  - Community & Economic Development Director Stefanie Leif replied yes it does change the sign ordinance. So these are just a few very specific amendments it's not a wholesale change to a lot of areas. Basically what we're finding as we were getting some questions about new signage in the community, is that some years ago there were certain signs that had been regulated but they were in the Main Street Overlay District; off-site advertising and billboards had been prohibited but in other areas of town we're still allowing them. So really I think the intent was not to allow them in the core of our community, but we just didn't really have that language specific in our code, so that is really what it changes, just some of the sizes and types of signs in our districts, it does change that.

The motion was unanimously approved.

**REPORTS:**

**Department Heads:** Department Heads had nothing to report.

**City Attorney:** City Attorney had nothing to report.

**City Engineer:** City Engineer had nothing to report.

**City Administrator:** City Administrator Tim Vandall stated that he had spoken with Mark Linaweaver and advised that he would not be interested in selling a portion of Lost 80 Park to the City. Tim asked him about a long term lease option, and Mr. Linaweaver is thinking it over and will get back with Tim, but Mr. Linaweaver did mention that he'd want the ability to opt out. Tim also reminded the Governing Body about the Strategic Planning Session on Saturday from 8am to 1pm.

**Governing Body:** Councilmember Buehler provided a fun fact, on this day in 1963 the Pro Football Hall of Fame opened in Canton, Ohio, with seventeen initial inaugurates.

Councilmember Studnicka congratulated Finance Director Beth Sanford and the others who help her during the audit process, budget, and finances. He also asked if anyone knew about the contractors up on Hithergreen digging up in a yard, he wasn't sure if it was sewer related or not.

Councilmember Trinkle presented to check on behalf of Century Van Lines and Storage Box to Gene Kirby for the Police Appreciation luncheon that is on September 17<sup>th</sup>.

Councilmember Kirby stated that if anyone is still interested in sponsoring or helping for the Police picnic to reach out to him.

**ADJOURNMENT:** Councilmember Pawlowski moved to adjourn. Councilmember Buehler seconded the motion. The motion was unanimously approved. The meeting was adjourned at 7:32 p.m.

**ATTEST:**

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Michael W. Smith, Mayor


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Sarah Bodensteiner, City Clerk



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# AGENDA ITEM

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TO: Mayor; Lansing City Council  
FROM: Tim Vandall, City Administrator   
DATE: September 15, 2017  
SUBJECT: Condemnation Ordinance-DeSoto Road

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**Explanation:** Over the last month, the City has come to an agreement with nearly all property owners for the DeSoto Road project, except three. This ordinance authorizes the acquisition of land necessary for the project. The City is working with attorney William Frost for all condemnation proceedings. Mr. Frost will be in attendance September 21<sup>st</sup> to answer any questions.

**Financial Considerations:** All properties needed for acquisition were appraised by a certified appraiser, and then review-appraised by a separate appraiser. The City has been unable to negotiate the purchase of the three properties needed for the DeSoto Road project.

**Policy Considerations:** Land acquisition needs to be completed in order to proceed with construction of the DeSoto Road project. If there are properties that have not been purchased, the City can still proceed if the condemnation process has started on the outstanding properties.

**Action:** Approve Ordinance 988 as presented.

## **ORDINANCE NO. 988**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN LAND NECESSARY FOR THE CONSTRUCTION OF A PUBLIC STREET AND ASSOCIATED DRAINAGE IMPROVEMENTS, LOCATED WITHIN THE CITY OF LANSING, KANSAS, ALL BY THE POWER OF EMINENT DOMAIN.**

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

**Section 1.** The Governing Body of the City of Lansing, Kansas has previously adopted Resolution No. B-5-17 declaring it necessary to acquire certain interests in property for the construction of Desoto Road, a public street, along with associated drainage improvements, within the City of Lansing, Kansas, pursuant to K.S.A. 26-201. Said resolution authorized a survey and description of the land, proposed to be condemned, to be made and filed with the City Clerk, and further authorized said resolution to be published once in the official City newspaper. Said publication, survey and filing have now been completed.

**Section 2. a.** Whenever the term “permanent right of way easement” is used herein, it shall mean a grant of easement, in perpetuity, for the purpose of constructing, maintaining, repairing, inspecting, operating and using streets, sidewalks, utilities and drainage improvements, and said easement shall be for the benefit of the public and shall include the right of vehicular and pedestrian travel by the general public; and,

**b.** Whenever the term “temporary easement” is used herein, it shall mean a temporary grant of easement for a period commencing on January 1, 2018, or the date upon which the appraiser’s report is filed in any condemnation action, whichever date is later, and terminating on December 31, 2020, and shall be for the purpose of surveying, excavating, filling, grading, storage of materials and equipment, and all other purposes incidental to the construction of a street, sidewalks, utilities, or drainage improvements on the permanent public right-of-way adjacent thereto, and shall be conditioned upon: (i) the City constructing a driveway that connects the newly improved adjacent street to the remaining property; and, (ii) the City providing access from the public right of way to the remaining property during the construction and providing the temporary surfacing of such access; and (iii) upon the termination of the temporary easement, the City restoring the unimproved portion of the easement to a neat and sightly condition and reseeding the grass; and,

**c.** Whenever the term “drainage easement” is used herein, it shall mean a permanent grant of easement for the purpose of constructing, reconstructing, maintaining and repairing such structures and improvements that are determined by the City to be necessary to accept the flow of surface water from adjacent property and also from public right of way, and shall also be for the purpose of the flowage of surface water across and upon said easement.

**Section 3.** That the City shall, by exercise of the power of eminent domain, acquire the interests in land described as follows:



**A.**

**NAME OF PROPERTY OWNERS:** Steven D. Courter and Lisa A. Courter, husband and wife.

**LEGAL DESCRIPTION OF PROPERTY AND INTEREST TO BE ACQUIRED:**

Tract I: A temporary easement over: That part of the Northwest Quarter of Section 24, Township 9 South, Range 22 East of the Sixth Principal Meridian, in Leavenworth County, Kansas described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence N 00°54'27" W along the West line of said Northwest Quarter a distance of 508.76 feet; thence N 89°05'33" E a distance of 40.00 feet to the Point of Beginning on the East right-of-way of Desoto Road; thence N 00°54'27" W along said East right-of-way line a distance of 65.18 feet; thence N 89°05'33" E along said right-of-way a distance of 10.00 feet; thence S 00°54'27" E a distance of 65.18 feet; thence S 89°05'33" W a distance of 10.00 feet to the point of beginning. The above described contains 652 square feet, more or less.

Tract II: A drainage easement over: That part of the Northwest Quarter of Section 24, Township 9 South, Range 22 East of the Sixth Principal Meridian, in Leavenworth County, Kansas described as follows:

Commencing at the Southwest corner of said Northwest Quarter; thence N 00°54'27" W along the West line of said Northwest Quarter a distance of 577.72 feet; thence N 87°15'00" E a distance of 70.04 feet to the Point of Beginning on the East right-of-way line of Desoto Road; thence N 00°54'27" W along said East right-of-way line a distance of 62.41 feet to the North line of a tract described in Book 993, Page 1346 recorded in the Office of the Register of Deeds in said County; thence N 87°15'00"E along said North line a distance of 49.03 feet; thence S 00°54'27" E a distance of 62.41 feet; Thence S 87°15'00" W a distance of 49.03 feet to the point of beginning. The above described contains 3058 square feet, more or less.

**B.**

**NAME OF PROPERTY OWNERS:** Terri L. Harris, a single person, and Donald D. Kline and Kelly K. Cline, husband and wife.

**LEGAL DESCRIPTION OF PROPERTY AND INTEREST TO BE ACQUIRED:**

Tract I: A permanent right of way easement over: That part of Southeast Quarter of Section 14, Township 9 South, Range 22 East of the Sixth Principal Meridian, in Leavenworth County, Kansas described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; thence S 87°34'58" W (assumed bearing) along the South line of said Southeast Quarter a distance of 50.02 feet to the Point of Beginning on the West right-of-way line of Desoto Road; thence S 87°34'58" W along said South line a distance of 18.01 feet; thence N 00°36'49" W a distance of 193.15 feet; thence N 87°34'58" E a distance of 18.01 feet to said West right-of-way line; thence S 0°36'49" E a distance of 193.15 feet to the point of beginning. The above described contains 3477 square feet, more or less.

Tract II: A temporary easement over: That part of Southeast Quarter of Section 14, Township 9 South, Range 22 East of the Sixth Principal Meridian, in Leavenworth County, Kansas described as follows:

Commencing at the Southeast Corner of said Southeast Quarter; thence S 87°34'58" W (assumed bearing) along the South line of said Southeast Quarter a distance of 68.03 feet to the Point of Beginning; thence S 87°34'58" W along said South line a distance of 13.00 feet; thence N 00°36'49" W a distance of 228.64 feet; thence N 87°34'58" E a distance of 13.01 feet; thence N 00°36'49" W a distance of 71.36 feet to the North line of a tract described in Book 834, Page 1088 recorded in the Office of the Register of Deeds of said County; thence N 87°34'58" E a distance of 18.01 feet to the West right-of-way line of Desoto Road; thence S 00°36'49" E along said West right-of-way line a distance of 106.85 feet; thence S 87°34'58" W a distance of 18.01 feet; thence S 00°36'49" E a distance of 193.15 feet to the point of beginning. The above described contains 4896 square feet, more or less.

C.

**NAME OF PROPERTY OWNERS:** Delores D. Simpson, Trustee, of the Delores D. Simpson Living Trust, dated June 6, 2016.

**LEGAL DESCRIPTION OF PROPERTY AND INTEREST TO BE ACQUIRED:**

A temporary easement over that part of Lot 2, Sycamore Ridge Estates Replat in the Southeast Quarter of Section 14, Township 9 South, Range 22 East of the Sixth Principal Meridian, in Leavenworth County, Kansas described as follows: Beginning at the Southeast Corner of said Lot 2; thence S 80°23'11" W (assumed bearing) along the South line of said Lot 2 a distance of 118.31 feet; thence N 09°36'49" W a distance of 11.88 feet; thence N 80°18'39" E a distance of 120.22 feet to the East line of said Lot 2; thence S 00°36'49" E along said East line a distance of 12.18 feet to the point of beginning. The above described contains 1426 square feet, more or less.

ALSO

Beginning at the Northeast corner of said Lot 2; thence S 00°36'49" E along the East line of said Lot 2 a distance of 388.24 feet; Thence N 06°48'20" W a distance of 389.41 feet to the North line of said Lot 2; thence N 87°52'31" E along said North line a distance of 42.01 feet to the point of beginning. The above described contains 8153 square feet, more or less.

**Section 4.** The exercise of the power of eminent domain in relation to the above-described tracts of land shall be accomplished in accordance with K.S.A. 26-501 et. seq., as amended.

**Section 5.** This ordinance shall take effect and be in force from and after its passage and publication in the official City newspaper.

**PASSED AND ADOPTED BY THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS, THIS 21st DAY OF September, 2017.**

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**MICHAEL W. SMITH,**  
**Mayor**



**ATTEST:**

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**SARAH BODENSTEINER, City Clerk**

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator   
FROM: Stefanie Leif, AICP, Community & Economic Development Director   
DATE: September 14, 2017  
SUBJECT: Ordinance No. 989 –Community Improvement District (CID) for 555 N. Main Street

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**Background:** Speedway Chrysler Dodge Jeep, Inc., located at 555 N. Main Street intends to improve upon the property owned by the Linda L. Ladd Revocable Trust. Daniel F. Ladd, Co-Trustee of the Linda L. Ladd Revocable Trust has submitted a petition to create a Community Improvement District (CID) on this property, to be known as the “district”. The request is to levy a 1.0 percent (one cent) sales tax within this district for twenty-two (22) years. The petitioner plans over \$4 million in improvements during the 22 years, including but not limited to exterior lighting, property acquisition, resurfacing the parking lot, roofing, facility remodeling and renovation, HVAC replacement, and other upgrades to the facility. The funds generated by this sales tax will be reimbursed to the district as the owner completes qualifying projects over time.

Resolution No. B-4-17 was passed on August 17, 2017, setting a public hearing for the creation of a CID. The terms of the CID are outlined in a development agreement. Based on comments made during the August 17, 2017, meeting, amendments have been made to the development agreement and the second iteration (attached to this agenda item) is before the City Council during the September 21 public hearing.

The approved Resolution No. B-4-17 was published in *The Leavenworth Times* on September 5 and 12, 2017. The resolution was mailed to all property owners within the district on September 1, 2017.

**Attachments to this agenda item:**

1. Ordinance No. 989 and summary for publication
2. Development agreement
3. Petition for the creation of a CID
4. Signed Resolution No. B-4-17
5. Excerpt of minutes from the August 17, 2017 meeting and proof of certified mailing
6. CID Timeline

**Policy Consideration:** K.S.A. 12-6a26 *et seq.* authorizes the governing body to create community improvement districts to finance projects.

**Financial Consideration:** The creation of the CID would authorize a new 1.0 percent (one cent) sales tax that would be added to purchases within the district. The funds generated by this sales tax would be held temporarily by the City and then reimbursed to the district as the owner completes projects over time and as funds are available. If approved, the sales tax would commence on January 1, 2018.

**Action:** Motion to adopt Ordinance No. 989 and approve the development agreement

(Published in *The Leavenworth Times* on September \_\_, 2017)

**ORDINANCE NO. 989**

**AN ORDINANCE AUTHORIZING THE CREATION OF THE 555 N. MAIN STREET COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LANSING, KANSAS; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT; AND PROVIDING FOR THE METHOD OF FINANCING THE SAME AND APPROVING A DEVELOPMENT AGREEMENT.**

**WHEREAS**, K.S.A. 12-6a26 *et seq.* (the “Act”) authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax upon property within the district to finance projects; and

**WHEREAS**, a petition (the “Petition”) was filed with the City Clerk on August 10, 2017, proposing the creation of the 555 N. Main Street Community Improvement District (the “District”) under the Act and the imposition of a community improvement district sales tax (the “CID Sales Tax”) in order to pay the costs of projects as described in the Petition (the “Projects”); and

**WHEREAS**, the Petition was signed by Linda L. Ladd Revocable Trust (the “Property Owner”) the owner of record of all of the real property within the proposed District; and

**WHEREAS**, the City Council (the “Governing Body”) of the City of Lansing, Kansas (the “City”) intends to create the District and to levy the CID Sales Tax as requested in the Petition; and

**WHEREAS**, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, the governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district projects therein, and to give notice of the hearing by publication at least once each week for two (2) consecutive weeks in the official City newspaper and by certified mail to all property owners within the proposed community improvement district, the second publication to be at least seven (7) days prior to the hearing and such certified mail sent at least ten (10) days prior to such hearing; and

**WHEREAS**, the Governing Body adopted Resolution No. B-4-17 on August 17, 2017 (the “Resolution”) directing that a public hearing on the proposed District within the City be held on September 21, 2017, declaring its intent to impose the CID Sales Tax, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

**WHEREAS**, the Resolution was mailed (by certified mail) to all property owners within the proposed District on September 1, 2017, and published once each week for two (2) consecutive weeks in *The Leavenworth Times*, the official City newspaper, on September 5, 2017 and September 12, 2017; and

**WHEREAS**, on this date, the Governing Body conducted a public hearing on the proposed District; and

**WHEREAS**, the Governing Body hereby finds and determines it to be advisable to create the District and set forth the boundaries thereof, authorize the Projects, approve the estimated costs of the Projects and approve the method of financing the same, all in accordance with the provisions of the Act; and

**WHEREAS**, the Development Agreement (the "Development Agreement") between the City and Speedway Chrysler Dodge Jeep, Inc., a Kansas corporation, has been presented for consideration in connection with the District and the Projects:

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

**SECTION 1. Creation of Community Improvement District; Boundaries.** That the Governing Body hereby finds and determines that it is advisable to create, in accordance with the provisions of the Act, the District within the City to be referred to as the 555 N. Main Street Community Improvement District. A legal description of the boundaries of the proposed District is set forth on **Exhibit A**, attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed District is attached as **Exhibit B**, attached hereto and incorporated by reference herein.

**SECTION 2. Authorization of Community Improvement District Projects and Estimated Costs.**

(a) The general nature of the Projects is approved as follows:

(1) within the district, the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, rehabilitation, maintenance, restoration, replacement, renewal, repair, installation, relocation, furnishing, equipping or extension of:

(A) buildings, structures and facilities;

(B) sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;

(C) parking garages;

(D) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;

(E) parks, lawns, trees and other landscape;

(2) within or without the district, costs for infrastructure located outside the district but contiguous to any portion of the district and such infrastructure is related to a project within the district or substantially for the benefit of the district.

(b) The total estimated cost of the proposed Project is \$4,312,000 of which \$4,312,000 plus the City's administrative costs are to be funded by the CID Sales Tax.

**SECTION 3. Method of Financing.**

(a) The costs of the Projects will be financed with the CID Sales Tax levied pursuant to the provisions of the Act and reimbursed on a pay-as-you-go basis, as defined in the Act. The CID Sales Tax



is hereby imposed at the rate of 1.0% on the sale of tangible personal property at retail or rendering or furnishing services which are taxable pursuant to the Kansas Retailers' Sales Tax Act (K.S.A. 79-3601 *et seq.*) within the District with such CID Sales Tax to commence on January 1, 2017 or such other date as the Governing Body sets by ordinance and continue for a period of twenty (22) years or such earlier date as provided in the Development Agreement.

(b) There will be no issuance of bonds, including full faith and credit bonds, pursuant to the Act.

(c) There will be no District special assessments.

**SECTION 4. Segregation of CID Sales Tax Revenues.** All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the 555 N. Main Street Community Improvement District Revenue Fund. Such revenues shall be used to pay the costs of the Project, including the City's administrative fee of 5.0%.

**SECTION 5. Development Agreement.** The Development Agreement in substantially the form presented to the Governing Body of the City is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver the Development Agreement.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the Governing Body of the City and publication once in the official City newspaper.

**PASSED** by the Governing Body on this 21st day of September, 2017 and **APPROVED AND SIGNED** by the Mayor.

**CITY OF LANSING, KANSAS**

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

Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE 555 N. MAIN STREET  
COMMUNITY IMPROVEMENT DISTRICT**

**A tract of land in Lots 34 and 35, Block 2, HOLIDAY HILLS, City of Lansing, Leavenworth County, Kansas, described as follows:**

**Beginning at a point 501.50 feet South and 53.38 feet West of the Northeast corner of Section 24, Township 9 South, Range 22 East of the 6th P.M., which point lies on the West right-of-way of U.S. Highway #73 and Kansas Highway #7; thence South 89°53'00" West 653.57 feet; thence South 00°00'05" East 239.15 feet; thence North 88°13'30" East 654.84 feet to said West right-of-way and Southeast corner of Lot 35; thence North 00°16'00" West 220.20 feet to the point of beginning, less any part thereof taken or used for road purposes.**

**Commonly known as: 555 N. Main Street, Lansing, KS 66043  
Tax ID#: 12948**

**ALSO INCLUDING:**

**All adjacent Right-of-Way.**



**CITY OF LANSING**  
**FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE**

**Ordinance No. 989: An Ordinance authorizing the creation of the 555 N. Main Street Community Improvement District in the City of Lansing, Kansas; authorizing the making of certain project improvements relating thereto; approving the estimated costs of such project improvements; levying a Community Improvement District sales tax within such district; and providing for the method of financing the same and approving a development agreement.**

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

**Ordinance No. 989 Summary:**

On September 21, 2017, the City of Lansing, Kansas, adopted Ordinance No. 989, authorizing the creation of the 555 N. Main Street Community Improvement District. A complete copy of this ordinance is available at [www.lansing.ks.us](http://www.lansing.ks.us) or at City Hall, 800 First Terrace, Lansing, KS 66043. This summary certified by Gregory C. Robinson, City Attorney.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: September 21, 2017

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Gregory C. Robinson, City Attorney

**DEVELOPMENT AGREEMENT**  
**BETWEEN**  
**THE CITY OF LANSING, KANSAS**  
**AND**  
**SPEEDWAY CHRYSLER DODGE JEEP, INC.**  
**FOR IMPLEMENTATION OF THE 555 N. MAIN STREET**  
**COMMUNITY IMPROVEMENT DISTRICT**

Dated \_\_\_\_\_, 2017

**DEVELOPMENT AGREEMENT  
FOR IMPLEMENTATION OF THE 555 N. MAIN STREET  
COMMUNITY IMPROVEMENT DISTRICT**

This Development Agreement for Implementation of the 555 N. Main Street Community Improvement District (the "Agreement") is entered into by and between the City of Lansing, Kansas, a municipal corporation (the "City") and Speedway Chrysler Dodge Jeep, Inc., a Kansas corporation (the "Developer") (collectively referred to as the "Parties") and is dated and effective as of the date executed by both Parties. In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**Section 1. Purpose.**

The 555 N. Main Street Community Improvement District (the "District") was formed on September 21, 2017, by virtue of Ordinance No. 989 passed by the governing body of the City (the "Governing Body") pursuant to the Petition for the Creation of a Community Improvement District (the "Petition") initially filed with the City on August 10, 2017 in accordance with the Kansas Community Improvement District Act, K.S.A. 12-6a26 *et seq.*, as amended (the "Act").

The purpose of the District is to undertake and finance District projects to provide certain infrastructure, building, and other economic development related improvements within the District as more fully set forth in the Petition (the "Project").

Additionally, this Agreement intends to outline the rights and obligations of the Developer and City as they relate to the District and to provide for the reimbursement to the Developer of certain costs of the Project which are eligible under the Act from a one percent (1%) sales tax imposed on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the District, all as in accordance with the Act (the "CID Sales Tax").

The legal description of the real property included within the District boundaries is set forth on **Exhibit A** attached hereto and incorporated herein.

**Section 2. The Parties.**

(A) The City is a municipal corporation and a city of the second class under the laws of the state of Kansas (the "State"), exercising governmental powers and organized and existing pursuant to K.S.A. 14-101 *et seq.* The principal office of the City is 800 First Terrace, Lansing, Kansas, 66043, Attention: City Administrator.

(B) The Developer is a corporation duly organized and existing under the laws of the State of Kansas. Throughout the term of this Agreement, Developer agrees to maintain its status as a corporation, in good standing and authorized to do business in the State of Kansas. The principal office and mailing office of the Developer is 555 N. Main Street, Lansing, Kansas 66043, Attention: Dan Ladd.



### **Section 3. Project Costs.**

The estimated costs of the Project (the "Project Costs") is \$4,312,000 of which \$4,312,000, plus the City Administrative Fee (defined herein), is proposed to be funded by the CID Sales Tax (the "Reimbursable Project Costs"). The Reimbursable Project Costs shall be only those capital expenditures of the Developer related to the acquisition and construction of the Project within the District, including related architectural and engineering costs.

The estimated Project Costs and Reimbursable Project Costs, set forth on **Exhibit B**, attached hereto and incorporated herein, have been prepared by the Developer. The Parties agree that the amounts of the Reimbursable Project Costs may be adjusted among any of the stated categories, except as provided herein, or to pay additional Reimbursable Project Costs not specifically listed on **Exhibit B**, but which are (1) capital expenditures, (2) related to real property improvements within the District, and (3) otherwise reimbursable under the Act.

The Developer agrees that, notwithstanding anything to the contrary in this Development Agreement, Reimbursable Project Costs shall not include any costs related to acquisition of property in the boundaries of the District as established on September \_\_, 2017. Furthermore, Reimbursable Project Costs shall not include any costs paid by Developer to any (a) partner, (b) member, (c) shareholder, (d) trustee, (e) beneficiary or (f) family member of such partner, member, shareholder, trustee, or beneficiary, of Developer or the Linda L. Ladd Revocable Trust.

The Project Costs will be privately financed. The Reimbursable Project Costs will be financed on a pay as you go basis, i.e., the Reimbursable Project Costs will be paid for by the Developer without the issuance of notes or bonds, and the Developer will be reimbursed for the Reimbursable Project Costs as moneys are deposited in the Fund (as defined herein) through the imposition of the CID Sales Tax, after payment of the City Administrative Fee, all in accordance with **Section 5** of this Agreement.

### **Section 4. Administration of CID Sales Tax.**

(A) Subject to and as specified by the terms and conditions of this Agreement, the City agrees to perform or provide for the performance of the administration of the financing of the Reimbursable Project Costs pursuant to the Act and this Agreement. The City shall provide notification to the Secretary of Revenue of the State of Kansas to commence the collection and reporting of the CID Sales Tax within the District, at the same time and in the same manner provided for the collection of Kansas State Retailers' Sales Tax.

(B) Pursuant to K.S.A. 12-6a26 *et seq.*, the City shall establish a segregated trust fund to be designated the "555 N. Main Street Community Improvement District Sales Tax Fund" (the "Fund"), which shall be held and administered by the City in trust for the benefit of the District in accordance with this Agreement. The CID Sales Tax Revenue shall not be deemed to be City funds and shall not be commingled with any funds of the City, provided that the City shall be entitled to withdraw **5.0%** of each distribution of CID Sales Tax Revenue (the "City

Administrative Fee”) as such revenues are received by the City from the State Department of Revenue as payment for the City’s cost of administering the District.

(C) The Developer shall provide the City written notice of all current tenants within the District within 10 days of the opening or closing for business of any business within the District, and at all other times upon the written request of the City.

(D) The Developer agrees to cause all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the District to be obligated by written contract (lease agreement or other enforceable document) to provide to the City simultaneously with submission to the Kansas Department of Revenue the monthly sales tax returns for their facilities in the District. The obligations of this subparagraph shall be a covenant running with the land and shall be enforceable against all businesses operating in the District and shall only terminate upon the passage by the City of an ordinance terminating the District. The Developer hereby agrees that any written contract required under this subparagraph shall provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against such tenant or purchaser.

(E) Developer hereby consents to the release by the City of aggregate sales tax revenues generated within the District throughout the term of this Agreement and confirms that the City’s release to any third party of information related to revenues deposited in the Fund shall not violate K.S.A. 79-3657. Additionally, Developer shall obtain waivers consenting to the release by the City of aggregate sales tax revenues generated within the District from all assignees, purchasers, tenants, subtenants or any other entity acquiring property or occupancy rights in the District throughout the term of this Agreement contemporaneously with the acquisition of such property or occupancy rights, and confirming that the City’s release to any third party of information related to revenues deposited in the Fund shall not violate K.S.A. 79-3657.

#### **Section 5. Reimbursement Procedures.**

The City’s agreement to fund Reimbursable Project Costs is conditioned upon the following:

(A) All costs submitted for reimbursement shall be identified by the City in its sole and reasonable discretion as Reimbursable Project Costs by this Agreement. All Reimbursable Project Costs must be related to labor, construction materials and real and personal property located within the District.

(B) The Developer shall submit to the City Administrator an invoice (in substantially the form attached to this Agreement as **Exhibit C**), signed by the Developer, with supporting documentation identifying the Reimbursable Project Costs for which the Developer seeks reimbursement.

The supporting documentation shall include copies of invoices reflecting amounts billed, copies of checks, evidence of wire transfer or other payment of cash by the Developer for the

Reimbursable Project Costs, lien waivers or other evidence that no mechanic's liens exist with respect to the construction of the Project, and such other documentation as the City shall reasonably request.

The invoice shall contain a certification by the Developer that the costs submitted for reimbursement are for Reimbursable Project Costs under this Agreement, and that such expense has been incurred by the Developer and has not been previously submitted for reimbursement hereunder.

Invoices may be submitted to the City by the Developer no more often than quarterly and shall be for no less than \$30,000 of Reimbursable Project Costs. If Developer submits invoices in violation of the provisions of this paragraph, the City shall be under no obligation to respond to such invoices, nor shall Developer have any right to reimbursement from the Fund for such invoices.

The Developer agrees to allow representatives and agents of the City to inspect all books and records, invoices and other business and financial information related to costs submitted for reimbursement.

(C) The City Administrator shall determine whether the cost submitted is for a Reimbursable Project Cost within thirty (30) business days of the date the invoice is submitted by the Developer. If the City Administrator does not provide a response within thirty (30) business days of the date the invoice is submitted, the cost submitted on the invoice shall be deemed approved; provided said cost is permitted under the Act.

If the City Administrator determines that such cost is not a Reimbursable Project Cost under this Agreement, the City Administrator shall notify the Developer of such determination in writing, setting forth in detail the basis for such denial. In such event, the Developer shall have the right to revise and re-submit the costs to address the City's reason for disapproval, and the City will review and approve (or disapprove) the revised Certificate of CID Costs in accordance with this **Section 5**.

(D) If money is available in the Fund, after payment of the City Administrative Fee, the requested reimbursement shall be paid to the Developer within ten (10) days of the approval by the City Administrator.

(E) If the invoices for Reimbursable Project Costs submitted and approved exceed the amounts then available in the Fund after payment of the City Administrative Fee, such invoices shall be paid as CID Sales Tax Revenue becomes available within the Fund. Subject to the availability of moneys within the Fund, the City will make quarterly payments on any outstanding Reimbursable Project Costs approved by the City for reimbursement, provided that the City shall have no obligation to make any payments to the Developer under this Agreement so long as the Developer is in default of any provision of this Agreement.

(F) Notwithstanding the foregoing or anything in **Section 15** hereof, if Developer does not submit an invoice for reimbursement within 18 months from the later of the date of this

Agreement or the date Developer last submitted an invoice for reimbursement pursuant to **Section 5** hereof, the City may provide written notice thereof to Developer. If Developer does not submit an invoice for reimbursement in accordance with this **Section 5** within 90 days of delivery of such notice, Developer shall no longer be able to submit any further invoices for reimbursement pursuant to this Agreement.

**Section 6. City and Other Governmental Permits.**

Before beginning construction of any aspect of the Project, the Developer shall, at its expense, obtain or cause to be obtained any necessary permits or licenses which may be required by the City, Leavenworth County or any other governmental agency having jurisdiction over the Project. The City agrees to provide all customary assistance to the Developer in obtaining construction permits issued by the City. The Developer shall construct the Project in accordance with all applicable laws and regulations.

**Section 7. Rights of Access.**

For purposes of insuring compliance with this Agreement, representatives of the City shall have rights of access to the Project, without charges or fees, during normal construction hours during the period of construction. Representatives of the City shall have such access to inspect work performed or being performed in the construction of the Project. City representatives shall carry proper identification, insure their own safety and shall not interfere with construction activity unless such activity is apparently in violation of this Agreement, City codes, state or federal regulations, statutes or other law. The right of access granted by this Section shall be in addition to the City's rights to access the Project in the exercise of its proper authority to regulate for and provide for public safety.

**Section 8. No Obligation to Build.**

Nothing contained in this Agreement shall require Developer to construct the Project. Notwithstanding the foregoing, Developer shall only be entitled to seek funding of those Reimbursable Project Costs actually incurred and approved by the City as set forth in **Section 5** hereof.

**Section 9. Default.**

A default shall have occurred under this Agreement upon any of the following events:

(A) Developer ceases business operations as Speedway Chrysler Dodge Jeep, Inc. operating under a franchise agreement with a nationally-recognized automobile manufacturer within the District for a period in excess of 60 consecutive days.

(B) The failure or delay by either of the Parties to this Agreement to perform any term or provision of this Agreement required of such party.

**Section 10. Remedies.**



Upon a default under this Agreement, any party to this Agreement claiming a default (the "Claimant") shall have the following rights and remedies:

(A) The Claimant shall give written notice of such claimed default to the other party, describing such default. Such notices shall be given at the addresses of the Parties stated in this Agreement.

(B) A Claimant shall not institute legal proceedings against the other party nor be entitled to damages if, within fourteen (14) days from the receipt of a notice of claimed default, the other party undertakes acts to cure, correct or remedy such claimed default, proceeds with due diligence to complete such cure, correction or remedy and such cure correction or remedy is completed within thirty (30) days of the date such party received a notice of default, provided, however, if such default requires more than thirty (30) days to correct, the nonperforming party shall not be deemed in default hereunder if such party commences curing the default within fourteen (14) days after receipt of written notice thereof and diligently prosecutes the cure to completion.

(C) If a claimed default is not cured within the time set forth in Subsection (B), the Claimant shall have the right to terminate this Agreement and all rights of the nonperforming party under this Agreement, including the City's right to cease reimbursing Developer for Reimbursable Project Costs submitted pursuant to **Section 5** hereof.

#### **Section 11. Indemnification.**

Developer agrees to indemnify and hold the City and its representative officers, Governing Body members, employees, agents and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorneys' fees, resulting from, arising out of, or in any way connected with:

(A) The Developer's actions and undertakings in connection with the Project or this Agreement; and

(B) The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment and construction of the Project.

#### **Section 12. Governing Law, Jurisdiction.**

(A) This Agreement shall be governed by, interpreted and enforced pursuant to the laws of the state of Kansas.

(B) The Parties agree that any legal actions arising out of this Agreement will be instituted in the District Court of Leavenworth County, Kansas or, in the case of federal jurisdiction, in the Federal District Court of the District of Kansas.

**Section 13. Rights and Remedies Cumulative, Waivers.**

Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties shall be cumulative, and the exercise by one party of one or more such rights shall not preclude the exercise by it, at the same or different times, of any other rights or remedies specified herein. Any failure or delay by either party in asserting any of its rights and remedies as to any default hereunder shall not operate as a waiver of such default or of any rights or remedies specified hereunder, or deprive either party of its right to assert and enforce any such right or remedy.

**Section 14. Amendments.**

The Developer and the City agree to cooperate and consider reasonable requests for amendments to this Agreement, provided that, any such amendments must be approved by the Governing Body and the Developer, and shall be in writing.

**Section 15. Term.**

This Agreement shall commence on the effective date hereof and shall terminate on the earlier of twenty-two (22) years from the date that the CID Sales Tax becomes effective or upon payment to the Developer in the amount of the total Reimbursable Project Costs, whichever is first to occur.

**Section 16. Transfer and Assignment.**

This Developer may assign or pledge this Agreement and the rights, duties and obligations hereunder with the prior written consent of the City; provided however, City consent shall not be required for the Developer to collaterally assign its rights to reimbursement hereunder to its lender.

**Section 17. Notices, Demands, Communications Among Parties.**

Written notices, demands and other communications between the City and Developer shall be deemed delivered under this Agreement if given by personal service, registered or certified mail, postage prepaid and return receipt requested, or by overnight courier, to the principal offices of the City and the Developer set forth in **Section 2** of this Agreement.

**Section 18. Entire Agreement.**

This Agreement is executed in duplicate originals, each of which shall be considered an original. This Agreement includes pages 1 through 7, and Exhibits A, B, and C which constitutes the entire agreement and understanding of the Parties.



This Agreement supersedes all negotiations or previous agreements between the Parties or their predecessors in interest with respect to all of any part of the subject matter of this Agreement.

**Section 19. Severability.**

The invalidity or inability to enforce any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement.

**Section 20. No Liability of City Officials or Employees.**

All liabilities under this Agreement on the part of the City are solely corporate liabilities of the City, and, no officer, employee, or agent of the City shall have any personal or individual liability under this Agreement for anything done or omitted to be done by the City hereunder.

[Remainder of page intentionally left blank. Signature page follows.]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on \_\_\_\_\_, 2017 and represent that the individuals executing this Agreement on behalf of the Parties have the express authority to do so.

**CITY OF LANSING, KANSAS**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**SPEEDWAY CHRYSLER DODGE JEEP, INC.**

By: \_\_\_\_\_  
Name: Daniel Ladd  
Title: \_\_\_\_\_

**EXHIBIT A**  
**District Legal Description**

**A tract of land in Lots 34 and 35, Block 2, HOLIDAY HILLS, City of Lansing, Leavenworth County, Kansas, described as follows:**

**Beginning at a point 501.50 feet South and 53.38 feet West of the Northeast corner of Section 24, Township 9 South, Range 22 East of the 6th P.M., which point lies on the West right-of-way of U.S. Highway #73 and Kansas Highway #7; thence South 89°53'00" West 653.57 feet; thence South 00°00'05" East 239.15 feet; thence North 88°13'30" East 654.84 feet to said West right-of-way and Southeast corner of Lot 35; thence North 00°16'00" West 220.20 feet to the point of beginning, less any part thereof taken or used for road purposes.**

**Commonly known as: 555 N. Main Street, Lansing, KS 66043**

**Tax ID#: 12948**

**ALSO INCLUDING:**

**All adjacent Right-of-Way.**

**EXHIBIT B**  
**Project Costs**

|   | <b><u>CID Reimbursable Cost</u></b> |
|---|-------------------------------------|
| LED Light Replacement                                       | \$150,000                           |
| *Property Acquisition                                       | 2,500,000                           |
| Resurface Parking Lot                                       | 600,000                             |
| Roof Replacement  | 100,000                             |
| Facility Remodel/Renovation                                 | 600,000                             |
| HVAC Replacement  | 22,000                              |
| Various Building & Equipment<br>Upgrades/Replacements       | 40,000                              |
| Compliance with Mandatory<br>Manufacturer Building Upgrades | <u>300,000</u>                      |
| <b>TOTAL</b>  | <b>\$4,312,000</b>                  |

\*No Property Acquisition costs shall be reimbursed to the Developer unless the acquired property was included within the boundaries of the District as of the date of the acquisition.

**EXHIBIT C**  
**Form of Developer's Invoice for Reimbursement**

**INVOICE FOR REIMBURSEMENT  
FOR REIMBURSABLE PROJECT COSTS**

**City of Lansing, Kansas**  
Attention: City Administrator

You are hereby requested by the undersigned, the Authorized Developer Representative, acting on behalf of Speedway Chrysler Dodge Jeep, Inc. (the "Developer") to disburse funds held by you in the 555 N. Main Street Community Improvement District Sales Tax Fund created pursuant the authority in K.S.A. 12-6a26 *et seq.* and set forth in the Development Agreement Between the City of Lansing, Kansas and the Developer, for Implementation of the 555 N. Main Street Community Improvement District, date September 21, 2017 (the "Agreement") to reimburse expenditures made by the Developer for Reimbursable Project Costs (as defined in the Agreement) as described on and in the amounts set forth in the Reimbursement Schedules attached to this invoice and incorporated herein by this reference (the "Reimbursement Schedules").

I hereby certify that the amounts requested in the attached Reimbursement Schedules have been paid by the Developer in payment of Reimbursable Project Costs, as defined in the Agreement. The request does not include any costs paid by Developer to any (a) partner, (b) member, (c) shareholder, (d) trustee, (e) beneficiary or (f) family member of such partner, member, shareholder, trustee, or beneficiary, of Developer or the Linda L. Ladd Revocable Trust.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the 555 N. Main Street Community Improvement District Sales Tax Fund.

I have attached to the Reimbursement Schedules copies of the contract, invoice or other billing for the Reimbursable Project Costs for which Developer seeks reimbursement, along with copies of the Developer's check, evidence of wire transfers or other evidence of payment by the Developer of the costs of such Reimbursable Project Costs and hereby certify that such copies are true and accurate copies of the original documents.

DATED \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Developer

Pursuant Section 5 of the Agreement, I hereby request reimbursement of the amounts specified below and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete and that Developer has previously paid such Reimbursable Project Costs:

REIMBURSEMENT SCHEDULE

| <u>Payee Name</u> | <u>Date of Payment<br/>by Developer</u> | <u>Purpose or Nature of Payment</u> | <u>Amount</u> |
|-------------------|---|-------------------------------------|---------------|
|-------------------|---|-------------------------------------|---------------|

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Initials: Developer

*Note: Copies of bills, contracts, checks and other evidence reflecting the amounts shown above (as described in Section 5 of the Agreement) should be attached to this Reimbursement Schedule.*



**PETITION**  
**FOR THE CREATION OF THE**  
**555 N. MAIN STREET**  
**COMMUNITY IMPROVEMENT DISTRICT**

**TO:** The Governing Body of the City of Lansing, Kansas (the "Governing Body")

The undersigned, being the owners of record, whether resident or not, of all of the land area contained within the hereinafter described proposed 555 N. Main Street Community Improvement District (the "District") to be located within the City of Lansing, Kansas (the "City"), do hereby request that the Governing Body create such District and authorize the construction of the District project improvements herein after set forth, all in the manner provided by K.S.A. 12-6a27 *et seq.* (the "Act"). In furtherance of such request, the petitioners state as follows:

**General Nature of the Proposed District Projects**

The general nature of the proposed District project (the "Projects") to be constructed within the District includes but is not limited to:

- (1) within the district, the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, rehabilitation, maintenance, restoration, replacement, renewal, repair, installation, relocation, furnishing, equipping or extension of:
  - (A) buildings, structures and facilities;
  - (B) sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;
  - (C) parking garages;
  - (D) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
  - (E) parks, lawns, trees and other landscape;
  
- (2) within or without the district, costs for infrastructure located outside the district but contiguous to any portion of the district and such infrastructure is related to a project within the district or substantially for the benefit of the district.

**Estimated Costs of the Proposed District Project**

The total estimated cost of the proposed Project is \$4,312,000 of which \$4,312,000 plus the City's administrative costs is estimated to be funded by the District ("Reimbursable Project Costs").

### **Proposed Method of Financing the Proposed Project**

The Project will be privately financed. The Reimbursable Project Costs will be financed on a pay as you go basis, i.e., the Reimbursable Project Costs will be paid for by the Developer without the issuance of notes or bonds, and the Developer will be reimbursed for the Reimbursable Project Costs as moneys are deposited in the District fund through the imposition of a Community Improvement District sales tax (the "CID Sales Tax").

### **Proposed Amount and Method of Assessment**

There will be no special assessments on property within the boundaries of the proposed District to pay the costs of the Projects described by this Petition.

### **Proposed Amount of Community Improvement District Sales Tax**

A CID Sales Tax will be imposed in the amount of one percent (1.00%) on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District.

### **Boundaries of Proposed Community Improvement District**

The legal description of the proposed District is set forth on Exhibit A attached hereto and incorporated by reference herein.

A map generally outlining the boundaries of the proposed District is attached as Exhibit B hereto, and incorporated by reference herein.

### **Notice to Petition Signers**

The names of the signers of this Petition may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first. The signers of this Petition consent to any assessments to the extent described herein without regard to benefits conferred by the Projects.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, we the undersigned petitioners have executed the above foregoing Petition to create the 555 N. Main Street Community Improvement District on the dates recorded below:

By:   
Daniel F. Ladd, Co-Trustee  
Linda L. Ladd Revocable Trust

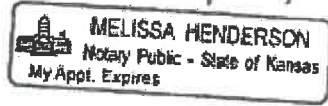
STATE OF Kansas )  
COUNTY OF Leavenworth )<sup>ss.</sup>

On this 10<sup>th</sup> day of Aug., 2017, before me personally appeared Daniel F. Ladd, who being by me duly sworn did say that he is Co-Trustee of Linda Ladd Trust <sup>Revocable Trust</sup>, and that said instrument was signed and delivered on behalf of said Daniel F. Ladd and acknowledged to me that he executed the same as the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public

My Commission expires: 04/20/2018



## EXHIBIT A

### LEGAL DESCRIPTION

#### **PARCEL 1**

**A tract of land in Lots 34 and 35, Block 2, HOLIDAY HILLS, City of Lansing, Leavenworth County, Kansas, described as follows:**

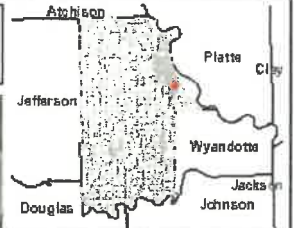
**Beginning at a point 501.50 feet South and 53.38 feet West of the Northeast corner of Section 24, Township 9 South, Range 22 East of the 6th P.M., which point lies on the West right-of-way of U.S. Highway #73 and Kansas Highway #7; thence South 89°53'00" West 653.57 feet; thence South 00°00'05" East 239.15 feet; thence North 88°13'30" East 654.84 feet to said West right-of-way and Southeast corner of Lot 35; thence North 00°16'00" West 220.20 feet to the point of beginning, less any part thereof taken or used for road purposes.**

**Commonly known as: 555 N. Main Street, Lansing, KS 66043  
Tax ID#: 12948**

**EXHIBIT B**

**MAP**

# Leavenworth County, KS



## Legend

- Address Point
- Parcel
- Parcel Number
- Subdivisions
- Lot Line
- Plat Block Number
- Parcel Lot Dimension
- City Limit Line
- Major Road
- <all other values>
- 70
- Road
- Railroad
- Section
- Section Boundaries
- County Boundary

1 in. = 100ft.

## Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.  
 THIS MAP IS NOT TO BE USED FOR NAVIGATION





(Published in *The Leavenworth Times* on September 5, 2017 and September 12, 2017)

**RESOLUTION NO. B-4-17**

**A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LANSING, KANSAS TO BE KNOWN AS THE 555 N. MAIN STREET COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE CITY'S INTENT TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT.**

**WHEREAS**, K.S.A. 12-6a26 *et seq.* (the "Act") authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

**WHEREAS**, a petition (the "Petition") was filed with the City Clerk on August 10, 2017, proposing the creation of the 555 N. Main Street Community Improvement District ("CID") under the Act, the imposition of a community improvement district sales tax in order to pay the costs of the Projects (defined herein); and

**WHEREAS**, the Petition was signed by the required number of owners of record, whether resident or not, as required by the Act; and

**WHEREAS**, the City of Lansing, Kansas (the "City") intends to create the CID and to levy a community improvement district sales tax in an amount equal to 1.0% as requested in the Petition (the "CID Sales Tax"); and

**WHEREAS**, the City Council (the "Governing Body") hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of creating the CID, approving the Projects described herein and levying the CID Sales Tax, pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS, AS FOLLOWS:**

**SECTION 1. Petition.** The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

**SECTION 2. Public Hearing.** It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects, and whether to impose a CID Sales Tax in an amount equal to 1.0% and such other matters related thereto, such public hearing to be held on **September 21, 2017 at 7:00 p.m.**, or as soon thereafter as the matter can be heard, at City Hall, 800 First Terrace, Lansing, Kansas, under the authority of the Act.

**SECTION 3. Proposed CID Projects.** The general nature of the proposed District projects described in the Petition to be constructed within the CID (the "Projects") includes but is not limited to:

(1) within the district, the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, rehabilitation, maintenance, restoration, replacement, renewal, repair, installation, relocation, furnishing, equipping or extension of:

(A) buildings, structures and facilities;

(B) sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;

(C) parking garages;

(D) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;

(E) parks, lawns, trees and other landscape;

(2) within or without the district, costs for infrastructure located outside the district but contiguous to any portion of the district and such infrastructure is related to a project within the district or substantially for the benefit of the district.

**SECTION 4. Estimated Cost.** The total estimated cost of the proposed Project is \$4,312,000 of which \$4,312,000 plus the City's administrative costs are to be funded by the CID Sales Tax ("Reimbursable Project Costs").

**SECTION 5. Method of Financing, Community Improvement District Sales Tax and Special Assessments.** The Project will be privately financed. The Reimbursable Project Costs will be financed on a pay as you go basis, i.e., the Reimbursable Project Costs will be paid for by the petitioner without the issuance of notes or bonds, and the petitioner will be reimbursed for the Reimbursable Project Costs as moneys are deposited in the CID fund through the imposition of the CID Sales Tax. No special assessments will be imposed within the CID in conjunction with the Projects.

**SECTION 6. Map and Legal Description of Proposed CID.** The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

**SECTION 7. Notice of Hearing.** The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official City newspaper. Such publication shall be at least once each week for two consecutive weeks. The second publication shall be at least 7 days prior to the date of the hearing. The City Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least 10 days prior to the date of the hearing.

**SECTION 8. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.



ADOPTED on August 17, 2017.

By: *M. M. ...*  
Mayor

[SEAL]  
By: *[Signature]*  
City Clerk



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPOSED 555 N. MAIN STREET  
COMMUNITY IMPROVEMENT DISTRICT**

**A tract of land in Lots 34 and 35, Block 2, HOLIDAY HILLS, City of Lansing, Leavenworth County, Kansas, described as follows:**

**Beginning at a point 501.50 feet South and 53.38 feet West of the Northeast corner of Section 24, Township 9 South, Range 22 East of the 6th P.M., which point lies on the West right-of-way of U.S. Highway #73 and Kansas Highway #7; thence South 89°53'00" West 653.57 feet; thence South 00°00'05" East 239.15 feet; thence North 88°13'30" East 654.84 feet to said West right-of-way and Southeast corner of Lot 35; thence North 00°16'00" West 220.20 feet to the point of beginning, less any part thereof taken or used for road purposes.**

**Commonly known as: 555 N. Main Street, Lansing, KS 66043  
Tax ID#: 12948**

**ALSO INCLUDING:**

**All adjacent Right-of-Way.**

**EXHIBIT B**

**MAP OF PROPOSED 555 N. MAIN STREET  
COMMUNITY IMPROVEMENT DISTRICT**

The following property located in Leavenworth County, Lansing, Kansas:



**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF LANSING, KANSAS  
HELD ON AUGUST 17, 2017**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Mayor Mike Smith, Councilmember Tony McNeill, Councilmember Kerry Brungardt, Councilmember Don Studnicka, Councilmember Dave Trinkle, Councilmember Gene Kirby, Councilmember Andi Pawlowski, and Councilmember Jesse Garvey.

Absent: Councilmember Gregg Buehler.

The Mayor declared that a quorum was present and called the meeting to order.

\*\*\*\*\*  
(Other Proceedings)

Thereupon there was presented a Resolution entitled:

**A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LANSING, KANSAS TO BE KNOWN AS THE 555 N. MAIN STREET COMMUNITY IMPROVEMENT DISTRICT AND REGARDING THE CITY'S INTENT TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT.**

Thereupon Councilmember Studnicka moved that said Resolution be adopted. The motion was seconded by Councilmember McNeill. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: Councilmember Tony McNeill, Councilmember Kerry Brungardt, Councilmember Don Studnicka, Councilmember Dave Trinkle, Councilmember Gene Kirby, Councilmember Andi Pawlowski, and Councilmember Jesse Garvey.

Nay: None \_\_\_\_\_.

Thereupon, a majority of the members of the governing body having voted in favor of the Resolution, it was declared duly adopted and was then duly numbered Resolution No. B-4-17; and was directed to be signed by the Mayor and attested by the Clerk.

\*\*\*\*\*  
(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Lansing, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)



  
Clerk

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

Linda L. Ladd Revocable Trust  
 6809 NW Monticello Ct.  
 Kansas City MO 64152



9590 9402 1439 5329 4766 38

7015 1660 0000 7480 2306

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

**A. Signature**

X

- Agent
- Addressee

**B. Received by (Printed Name)**

**C. Date of Delivery**

**D. Is delivery address different from item 1?  Yes**  
**If YES, enter delivery address below:  No**

**3. Service Type**

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

(over \$500)

Domestic Return Receipt

**U.S. Postal Service™  
 CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

7015 1660 0000 7480 2306

**Certified Mail Fee**

\$

**Extra Services & Fees (check box, add fee as appropriate)**

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

**Postage**

\$

**Total Postage and Fees**

\$

**Sent to**

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Postmark  
Here

PS Form 3800, April 2015 PSN 7530-02-000-9017

See Reverse for Instructions



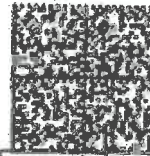


**The City of Lansing**  
 800 First Terrace  
 Lansing, Kansas 66043

**CERTIFIED MAIL**



7015 1660 0000 7480 2306



UNITED STATES POSTAGE  
 PITNEY BOWEN  
 02 1P \$ 006.65<sup>0</sup>  
 0002717638 SEP 01 2017  
 MAILED FROM ZIP CODE 66048

Linda L. Ladd Revocable Trust  
 6809 NW Monticello Ct.  
 Kansas City MO 64152

7015 1660 0000 7480 2306

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

|  |       |                  |
|--|-------|------------------|
| Certified Mail Fee   | \$    | Postmark<br>Here |
| Extra Services & Fees (check box, add fee as appropriate)    |       |                  |
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$    |                  |
| <input type="checkbox"/> Return Receipt (electronic)         | \$    |                  |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$    |                  |
| <input type="checkbox"/> Adult Signature Required            | \$    |                  |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$    |                  |
| Postage  | \$    |                  |
| Total Postage and Fees                                       | \$    |                  |
| Sent To  | _____ |                  |
| Street and Apt. No., or PO Box No.                           | _____ |                  |
| City, State, ZIP+4®  | _____ |                  |

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions






**LANSING – 555 N. MAIN STREET CID TIMELINE  
(July 19, 2017)**

| <b>DATE</b>                       | <b>ACTION</b>  |
|-----------------------------------|--|
| <b>Presently</b>                  | <b>Compile project list; Complete and file CID Petition</b>  |
| <b>July 28</b>                    | <b>Draft Development Agreement circulated</b>  |
| <b>August 8</b>                   | <b>Submit draft Resolution calling Public Hearing and draft Development Agreement to City for August 17 Council agenda</b>   |
| <b>August 17</b>                  | <b><u>City Council Meeting</u><br/>City Council adopts Resolution calling Public Hearing on creation of CID</b>  |
| <b>September 5</b>                | <b>Resolution sent certified mail to all property owners <i>(at least 10 days before hearing)</i><br/><br/>First publication of Resolution calling public hearing</b>                                |
| <b>September 12</b>               | <b>Second publication of Resolution <i>(at least 7 days before hearing)</i><br/><br/>Submit draft Ordinance creating CID and final Development Agreement to City for September 21 Council agenda</b> |
| <b>September 21</b>               | <b><u>City Council Meeting</u><br/>City Council holds Public Hearing, considers Ordinance creating CID and approving Development Agreement</b>   |
| <b>September 26</b>               | <b>Publish Ordinance<br/><br/>Submit ordinance for recording in County real estate records</b>   |
| <b>No later than September 29</b> | <b>Certified Mail Notice to Kansas Department of Revenue to start CID Sales Tax on January 1, 2018</b>   |

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator   
FROM: Rebecca Savidge, City Inspector   
THRU: Stefanie Leif, Community and Economic Development Director   
DATE: September 14, 2017  
SUBJECT: Structure Removal Cost Share Application – 1102 North Main Street

---

Removal of unsafe and dilapidated structures in Lansing is a part of the process to maintain the vitality of Lansing's business district and residential neighborhoods. The city of Lansing is participating in a property owner cost share program of eligible structures for 50% of qualified expenses up to \$4,000 per structure. The cost share program will end on December 31, 2017, unless extended by the City Council.

For property owners to qualify, they must meet certain guidelines outlined in the Structure Removal Cost Share Policy set by the city of Lansing. A copy of the policy is attached.

The property at 1102 North Main Street was put on notice about conditions of the structures and an inspection requested by certified letter mailed in July of 2015. The family of the owner has tried to comply with painting, repairs, and other requests from the city through this time period. There are also other structures on the premise which are included in the unsafe structures and will be removed. Attached are two bids submitted from two local contractors.

Structure removal must be completed within 90 days of the approved application to remain eligible for the reimbursement.

Policy Consideration: Payment to the contractor would be released within thirty (30) days once the city has received written proof that the owner has paid the contractor the remaining portion of the bid and the site has been cleared with a final inspection by the City Inspector.

Financial Consideration: There is \$40,000 budgeted for structure removal in 2017. The financial consideration to the City Council is 50% of a qualified bid up to \$4000.00, and the portion due the contractor from the city cost share program would be \$4000.00, if approved.

Action: Staff recommends a motion to approve the structure removal cost share application with the bid from Linaweaver Construction for the structure located at 1102 North Main Street, Lansing, Kansas.

---

AGENDA ITEM #

---

4



# Lansing, KANSAS

## Policy

### **Purpose: Structure Removal Cost Share Policy**

Removal of unsafe and dilapidated structures in Lansing is a part of the process to maintain the vitality of Lansing' business district and residential neighborhoods. The city of Lansing is participating in a property owner cost share program of eligible structures for 50% of qualified expenses up to \$4,000.00 per structure. The cost share program will end on December 31, 2017, unless extended by the City Council.

For property owners to qualify for reimbursement, the following conditions must be met:

1. **Previously Identified by the city of Lansing.** Structures must have been previously identified by city staff as unsafe and dilapidated and a property owner notified in writing in order for the structural removal costs to be reimbursed to the property owner; and
2. **Owner completed application.** An application for reimbursement must be completed by the authorized agent for the property owner or the property owner to include:
  - a. Application for reimbursement under the cost share program. Application must indicate if payment from the city should be made to the owner or the contractor after completion of the project; and
  - b. a completed demolition permit application (fee will be waived) from the Lansing Building Inspector; and
  - c. Two (2) written estimates from contractors for qualifying demolition expenses including: 1) demolition permit; 2) the costs of demolition: foundations, wood framing, brick or block walls, asphalt or metal roofing, dry wall, insulation, plumbing, electrical or mechanical equipment; 3) costs of environmental mitigation (e.g. asbestos or lead abatement); 4) costs of capping sewer; and 5) costs of earth fill, re-grading and seeding of the site.
3. **Application and amount approved by City Council.**
  - a. Community & Economic Development staff will review the application and make a recommendation to the City Council. The application will be placed on the next available Council agenda for consideration.
  - b. Following the City Council's decision, the property owner shall receive written approval of eligible structure and amount of qualifying expenses to be reimbursed from the city of Lansing.



# Lansing, KANSAS

## Policy

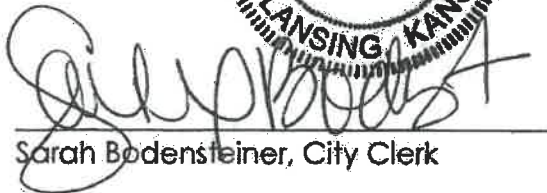
4. **Reimbursement.** Structure removal must occur within 90 days of the approved application. If weather conditions impede the ability to meet this deadline, the Community and Economic Development Director may approve a 30-day extension. After completion of the structure removal, owner shall submit:
  - a. If payment is due to contractor: Proof that the owner's share of the payment has been made; or
  - b. If payment is due to the owner: Proof that the owner has paid the contractor in full; and,
  - c. Approval of the Building Inspector that the site has been cleared, graded, and re-seeded.

The city will reimburse the property owner within 30 days from receipt of the proof of structural removal, site remediation, and supporting documents as indicated in this policy.

Adopted by the City Council this 1st day of September, 2016.



ATTEST:

  
Sarah Bodensteiner, City Clerk

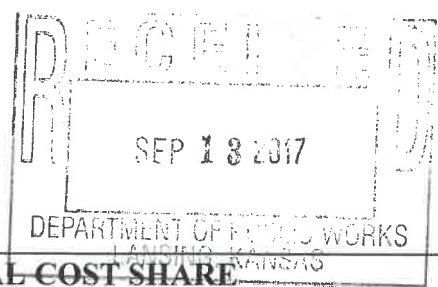
  
Louis E. Kirby, Mayor

**END OF POLICY STATEMENT**





**CITY OF LANSING**  
 730 First Terrace, Suite 2  
 Lansing, KS 66043  
 (913) 727-5488/Fax (913) 351-3618



**APPLICATION FOR STRUCTURE REMOVAL COST SHARE**

Applicant's Name (Property Owner): Charles L. Sommerla

Authorized Agent (if applicable): David W. Sommerla

Address of Property to be Considered for Cost Share: 1102 N. Main

City: Lansing State: KS Zip: 66043

Telephone Number: (Daytime) 913-306-7843 (Evening) 913-306-7843

Was this property previously identified by city staff as unsafe and dilapidated and property owner notified in writing? yes

If approved, will payment from the city be made to the owner or the contractor after completion of the project? Contractor

Has a demolition permit been approved by the Lansing Building Inspector (fee will be waived)? \_\_\_\_\_

Two written estimates from contractors for qualifying demolition expenses must be provided, to include:

1. Cost of Demolition (foundations, wood framing, brick or block walls, asphalt or metal roofing, dry wall, insulation, plumbing, electrical, or mechanical equipment)
2. Cost of environmental mitigation (e.g. asbestos or lead abatement)
3. Cost of capping sewer
4. Cost of earth fill, regrading, and seeding of the site

Structure removal must occur within 90 days of the approved application. If weather conditions impede the ability to meet this deadline, the Community and Economic Development Director may approve a 30-day extension. After completion of the structure removal, owner shall submit:

1. Proof that the owner's share of the payment has been made if payment is due to contractor; or
2. Proof that the owner has paid the contractor in full if payment is due to owner; and
3. Approval from the Building Inspector that the site has been cleared, graded, and reseeded.

*I do hereby solemnly swear (or affirm) under penalty of law that the information provided herein is true and correct and that I understand what documents must be provided for consideration of structure removal under the Structure Removal Cost Share Policy of the city of Lansing.*

Charles L. Sommerla  
 Signature of Applicant

13 Sept 2017  
 Date

**FOR COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT USE ONLY**

Application Received By: Debecca Lavidge 9-13-17  
 Signature Date

Date Considered by City Council: 9-21-17 Approved or Disapproved: \_\_\_\_\_

Date of Property Owner/Authorized Agent Notification: \_\_\_\_\_ Amount Approved: \_\_\_\_\_

LINAWEAVER CONSTRUCTION, INC.

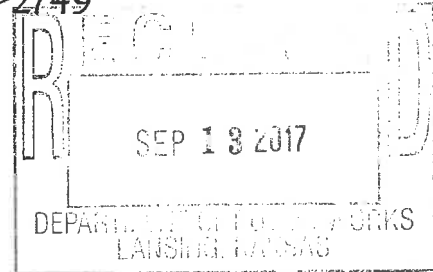
719 E. GILMAN RD. LANSING KS 66043

(913) 351-3474 FAX (913) 351-2749

September 13, 2017

Dave Sommerla

1102 North Main Street  
Lansing, Kansas



RE: Demolition and Removal

Dear Mr. Sommerla,

Here is the estimate to tear down and remove the house, all the out buildings and clean up the site at 1102 N. Main St. in Lansing. Price includes capping the sanitary sewer service and coordinating with Kansas Gas to cap the gas service, and filling the 10X10 basement. Site will be left graded, seeded and mulched with straw.

TOTAL = \$9,000.00

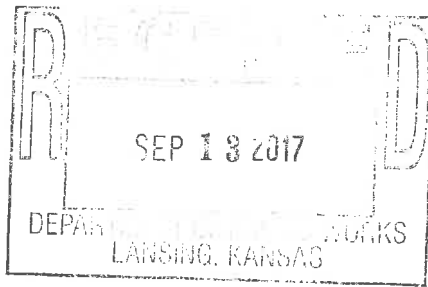
Exclusions: Asbestos screening or removal, water service disconnection and capping.

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

Sincerely,

Mark Linaweaver  
President  
Linaweaver Construction, Inc.

Frederick Excavating Inc  
19406 High Prairie Road  
Leavenworth, KS 66048  
(913)772-0225



# ESTIMATE

**ADDRESS**

David Sommerla

**ESTIMATE #** 1106

**DATE** 06/28/2017

---

**ACTIVITY**

**AMOUNT**

1102 N Main

11,320.00

Scope Of Work:

Demolition of house and three (3) outbuildings, backfill, and grading. Erosion control with seed and straw.  
Includes utility disconnect.

---

**TOTAL**

**\$11,320.00**

Accepted By

Accepted Date





## The City Of Lansing

Community and Economic Development Department

www.lansing.ks.us

September 14, 2017

Lan-Del Water Department  
Attention: Ron Patterson  
601 Holiday Plaza  
Lansing, KS 66043

AT&T  
Attention: Kimball Parker  
4501 Brewer Place  
Leavenworth, Kansas 66048

Kansas Gas Service  
Attention: Kirk Rodell  
2720 South 2<sup>nd</sup> Avenue  
Leavenworth, KS 66048

Westar Energy  
Attention: Tyler Rebel  
2720 South 2<sup>nd</sup> Avenue  
Leavenworth, KS 66048

Time Warner Cable  
Attention: Melody DaMour  
8221 W. 119<sup>th</sup> Street  
Overland Park, KS 66213

To Whom it May Concern:

The structure ***1102 North Main Street***, Lansing, Kansas, has begun the demolition process. This is your official notification to disconnect your services. Please reply as soon as possible when action is complete.

Sincerely,

Rebecca Savidge  
City Inspector

---

TO: Rebecca Savidge  
Lansing Public Works Department  
730 First Terrace, Suite 3  
Lansing, KS 66043

The \_\_\_\_\_ connections for the above structure have been disconnected.  
(gas, electricity, etc.)

\_\_\_\_\_  
Name of Utility



\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature/Title

---

## AGENDA ITEM

---

TO: Tim Vandall, City Administrator   
FROM: Anthony Zell Jr, Wastewater Utility Director   
DATE: September 12, 2017  
SUBJECT: Request to Purchase Replacement Control Systems for Belt Filter Press

---

Late in 2016 one of the computer control circuit boards for the belt filter press quit operating, and shut down dewatering operations. Staff enlisted the assistance of a local system integrator to diagnose and troubleshoot the failure. During the course of the investigation, it was discovered that a single spare control module had been installed in the main panel, which was then used to replace the card that went bad. This spare was actually initially in use upon system start up in 2004, but was taken off line due to a design change in the control hierarchy.

Once the system was back online, staff researched replacement parts to replenish inventory and were told that the 15 year old modules were no longer readily available and extremely scarce. (This was the same issue encountered with the Variable Frequency Drives back in 2014). Staff consulted with the manufacturer of the belt press and control system to determine the most cost effective solution. Based on the lack of availability of parts, and the difficulty obtaining legacy replacements, a quote was developed to replace the old control system with current technology.

A copy of that quotation is attached. If approved, the system would be out of service for two days, which will not adversely affect treatment plant operations.

**Policy Consideration:** This request is considered to be a replacement of aging equipment, which can be funded through the department's equipment replacement fund. Should the system fail at some point in the future, this becomes an emergency replacement project, which would impact facility operations for several weeks and undoubtedly increase costs.

**Financial Consideration:** Funds for this request are available from the department's acquisition account, 50-050-43301.

**Action:** A motion to approve or deny the quotation from Andritz Separation for the replacement of the control system in the belt filter press, at a cost of \$28,799.00.

## QUOTATION

Customer: 117974  
**City Of Lansing, KS**  
 800 First Terrace  
 Lansing KS 66043

Contact: **Anthony Zell**  
 Fax: **+19137271538**  
 Copy to:  
 Your inquiry:

Our quote no: **20395399**

Supplier: **Andritz Separation Inc.**  
 Contact: **Gina Mongardo**  
 Phone: **+18174191790**  
 Fax: **+18174191990**  
 E-mail: **gina.mongardo@andritz.com**

Date: **11/08/2016**

Sales Agent: **JCI INDUSTRIES, INC.**  
 Sales Responsible: **COLLINS, GARY**

Dear Anthony Zell,

We thank you for your inquiry and are pleased to quote as follows:

### 1. Scope of supply

Delivery:  
 Submittals: 6 Weeks from acknowledgement of PO  
 Equipment: 12 Weeks from acknowledgement of PO

Freight: Included to site

Plant Responsible: Andritz

Installation By: Andritz

| Item                | Product  | ID No.    | S/W* | Quantity | Unit | Unit Price | Amount    |
|---------------------|--|-----------|------|----------|------|------------|-----------|
| 10                  | BFP CONTROL PANEL<br>UPGRADE<br>PER ATTACHMENT | 129999901 |      | 1        | PC   | 28,799.00  | 28,799.00 |
| <b>Total Amount</b> |  |           |      |          |      | USD        | 28,799.00 |

\* S = Spare Parts, W = Wear Parts

Technical contact: Mr Jeff Congleton

Our quote no: 20395399

## Terms and Conditions

2. **Delivery Time:**  
after receipt of order and any clarifications.
3. **Terms of delivery:**  
Our terms of delivery are FCA ORIGIN,PREPAID, & ADD, according to INCOTERMS 2010.
4. **Terms of Payment:**  
Within 30 days Due net  
(1% default interest per month for delayed payment).
5. **Validity of quotation:**  
This quotation is valid to 12/20/2016.

## Other Terms:

6. See Attached Terms & Conditions.

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Please do not hesitate to contact us if you require further information.

Yours sincerely

**Andritz Separation Inc.**

## ATTACHMENT

### *Design Criteria: Lansing, KS WWTP, 2.0m BFP, Original Project 1302*

Upgrade existing BFP Control System with new PLC in the BFP Starter Panel and new Operator Interface Terminal (OIT) in the BFP Local Control Panel. The new components will be the current models available for industrial controls. The PLC and OIT programs will be converted to latest software and updated for optimum BFP sludge dewatering operation. The upgraded PLC and OIT system will be provided with Ethernet/IP protocol with Ethernet switch for communication between PLC and OIT, and can be available to connect to Plant SCADA system for monitoring and control if required.

#### **Scope of Supply:**

ANDRITZ will supply components, revised electrical drawings, documentation on new components and revised programming. In addition ANDRITZ will provide Service Engineer on site for demolition of old components and installation and wiring of new components, functional testing, start-up and training.

The customer is to provide Ethernet CAT5 cable run between BFP Starter Panel and BFP Local Control Panel for communication between PLC and OIT. If desired Ethernet cable run to Plant SCADA system.

#### **Components:**

- AB CompactLogix PLC System – L30ER CPU, with required power supply, I/O modules and Ethernet port.
- AB PanelView Plus 7, 12" color, touchscreen OIT
- AB Ethernet switch, 6 port

#### **Engineering services provided**

- Electrical drawings –control panel layout, schematics, point to point wiring detail.
- Bill of Material of new components
- Annotated PLC code
- OIT application program
- PLC data exchange table tag list.
- Operating and maintenance manuals for new components.
- All documentation and programs to be provided in hard copy and electronic format.

## Site Work

ANDRITZ will provide Service Engineer for demolition, installation and wiring of new components, programming, functional testing, start-up and training.

- One (1) trip, five (5) days on site.

Additional time required due to delays outside of ANDRITZ control or request for additional programming will be charged per the attached Service Rate Sheet.

## Spares

- No Spares included in this proposal.

## Software

- No Software included in this proposal.

## Shipping

- Shipping of components to site is included, off loading and storage is by customer.

## Warranty

- Warranty of supplied components is per the attached ANDRITZ Terms & Conditions.

## **Scope Not Included in ANDRITZ Price: (To be provided by others)**

- v Disposal of obsolete equipment.
- v Field wiring and plumbing modifications outside of BFP control panels
- v Civil and structural engineering work including preparation of foundations, platforms, and channels
- v Building modifications
- v All utilities required for operation
- v Cranes or other lifting devices
- v Unloading at site and on site storage if required
- v Components and other instruments not specified in our scope of supply





***Additional Information:***

- The components will be shipped to customer site. Customer to provide off loading and temporary storage.
- Customer to provide the services of Plant SCADA system programmer for Data exchange tag list if PLC communication is required and coordination during ANDRITZ engineering program development and during on-site functional testing phase for system check out.

**Contact Support for This Proposal:**

**Jeff Congleton at (817) 419-1753 / [jeff.congleton@andritz.com](mailto:jeff.congleton@andritz.com) – Service Automation Product Specialist**

**Gary Collins at (801) 231-1364 / [gary.collins@andritz.com](mailto:gary.collins@andritz.com) – Local Area Service Sales Manager**

Aug-17

|                 |          |                |             |
|-----------------|----------|----------------|-------------|
| City Influent   | 50.95 MG | City Avg Daily | 1.64 MG     |
| LCF Influent    | 0.00 MG  | LCF Daily Avg  | .000 MG     |
| Total Biosolids | 1.03 MG  | Precip         | 7.61 inches |

Vehicles

| Year  | Make         | Model  | Description   | Mileage Start | Mileage Ending | Miles Driven | Current Use        | Comments |
|-------|--------------|--------|---------------|---------------|----------------|--------------|--------------------|----------|
| 1999  | Sterling     | Vactor | Jet Truck     | 8069          | 8069           | 0            | Collection System  |          |
| 2002  | Ford         | 350    | Pick Up Truck | 91731         | 92008          | 277          | Ops/Maint.         |          |
| 2006  | Ford         | Cr Vic | Sedan         | 149496        | 149696         | 200          | Ops/Maint.         |          |
| 2005  | Ford         | 550    | Flatbed Truck | 42014         | 42088          | 74           | Ops/Maint.         |          |
| 2005  | Freightliner | M2106  | Dump Truck    | 18800         | 18874          | 74           | Biosolids Disposal |          |
| Total |              |        |               |               |                | 625          |                    |          |

Equipment

| Year | Make       | Model      | Description     |      |      | Hours Used | Current Use        | Comments |
|------|------------|------------|-----------------|------|------|------------|--------------------|----------|
| 1991 | Case       | 1825       | Uni-Loader      | 938  | 938  | 0          | Plant Activities   |          |
| 1999 | Sterling   | Vactor     | Jet Truck       | 2222 | 2222 | 0          | Collection System  |          |
| 1999 | Aries      | Saturn III | Camera Trailer  | 344  | 344  | 0          | Collection System  |          |
| 2004 | John Deere | 7920       | Tractor         | 1152 | 1153 | 1          | Biosolids Disposal |          |
| 2005 | Polaris    | Ranger #1  | Utility Vehicle | 1161 | 1166 | 5          | Operations         |          |
| 2004 | Case       | 621D       | Loader          | 2208 | 2210 | 2          |                    |          |
| 2005 | Polaris    | Ranger #2  | Utility Vehicle | 1092 | 1095 | 3          | Maintenance        |          |
| 2006 | JCB        | 531-70     | Telehandler     | 523  | 526  | 3          | Plant Activities   |          |

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**Lansing Public Works Department**

**Monthly Fleet Report**

Month August Year 2017

**Vehicles**

| Year | Make          | Model        | Description        | Mileage Starting | Mileage Ending | Miles Driven | Comments |
|------|---------------|--------------|--------------------|------------------|----------------|--------------|----------|
| 2008 | Ford          | LT           | LT. Pick-up Ext    | 53,168           | 53,449         | 281          |          |
| 2007 | Ford          | LT           | LT. Pick-up Ext    | 37,303           | 37,532         | 229          |          |
| 1998 | Ford          | 1/2 ton      | Pick-up            | 60,631           | 60,955         | 324          |          |
| 2001 | Ford          | Ranger       | LT. Pick-up Ext    | 115,996          | 116,088        | 92           |          |
| 2005 | Ford          | Ranger       | LT. Pick-up Ext    | 39,749           | 39,893         | 144          |          |
| 2000 | Ford          | Explorer     | SUV                | 185,552          | 185,677        | 125          |          |
| 2005 | Sterling      | LT 8500      | Dump Truck         | 47,630           | 47,803         | 173          |          |
| 2007 | Elgin         | Crosswind J+ | Street Sweeper     | 5,545            | 5,545          | 0            |          |
| 1992 | Ford          | 700          | Dump Truck         | 62,887           | 62,887         | 0            |          |
| 2017 | Chevrolet     | 3500         | Pick-up Truck      | 1,741            | 2,078          | 337          |          |
| 2002 | Ford          | F350 4x4     | Dump Truck         | 71,329           | 71,482         | 153          |          |
| 2011 | International | 7400         | Dump Truck         | 12,481           | 12,677         | 196          |          |
| 2016 | Ford          | F350 4x4     | One-ton Dump Truck | 2,946            | 2,986          | 40           |          |
| 2006 | Dodge         | Charger      | Sedan              | 122,257          | 122,347        | 90           |          |

**Equipment**

| <b>Year</b> | <b>Make</b> | <b>Model</b> | <b>Description</b> | <b>Hours Starting</b> | <b>Hours Ending</b> | <b>Hours Used</b> | <b>Comments</b>    |
|-------------|-------------|--------------|--------------------|-----------------------|---------------------|-------------------|--------------------|
| 1997        | JD          | 770BH        | Grader             | 5,011                 | 5,018               | 7                 |                    |
| 2004        | IR          | DD-24        | Asphalt Roller     | 254                   | 256                 | 2                 |                    |
| 2006        | IR          | 185          | Air Compressor     | 181                   | 181                 | 0                 |                    |
| 1993        | Ford        | 5030         | Tractor            | 459                   | 467                 | 8                 |                    |
| 1997        | Bobcat      | 763          | Skid Steer         | 2,031                 | 2,041               | 10                |                    |
| 2014        | Case        | 580 SNWT     | Backhoe            | 631                   | 636                 | 5                 |                    |
| 2002        | Crafco      | 110          | Crack Sealer       | 778                   | 778                 | 0                 |                    |
| 2003        | Kubota      | L3710        | Tractor            | 1,495                 | 1,512               | 17                |                    |
| 2009        | Case        | 465          | Skid Steer         | 535                   | 542                 | 7                 |                    |
| 2004        | Case        | 621D         | Front Loader       | 2,186                 | 2,186               | 0                 | at treatment plant |

Lansing Police Department  
 Vehicle Fleet End of Month Report

Aug-2017

| Unit | Year | Make/Model       | Mileage<br>as of 08/02 | Mileage<br>as of 09/01 | Miles<br>Driven | Current Use    | Future Use     | Comments                      |
|------|------|------------------|------------------------|------------------------|-----------------|----------------|----------------|-------------------------------|
| 1    | 2013 | Ford Explorer    | 64715                  | 66067                  | 1352            | Patrol         | Patrol         | Fit for patrol duty           |
| 2    | 2012 | Dodge Charger    | 36479                  | 37899                  | 1420            | Sergeants      | Sergeants      | Limited Use - Sergeants       |
| 3    | 2015 | Ford Explorer    | 28332                  | 30238                  | 1906            | Patrol         | Patrol         | Fit for patrol duty           |
| 4    | 2015 | Ford Explorer    | 17658                  | 18405                  | 747             | Patrol         | Patrol         | Fit for patrol duty           |
| 5    | 2012 | Dodge Charger    | 23478                  | 24011                  | 533             | Captain        | Captain        | KLETC transport               |
| 6    | 2013 | Ford Explorer    | 43897                  | 45394                  | 1497            | Patrol         | Patrol         | Fit for patrol duty           |
| 7    | 2011 | Dodge Charger    | 99090                  | 99361                  | 271             | Detective      | Detective      | Limited Use - Detective       |
| 8    | 2011 | Dodge Charger    | 76089                  | 76089                  | 0               | Patrol         | Patrol         | Awaiting downfit              |
| 9    | 2012 | Chevy Tahoe      | 87242                  | 87242                  | 0               | Patrol         | Patrol         | Down for repairs              |
| 10   | 2011 | Dodge Charger    | 37900                  | 38253                  | 353             | Chief          | Chief          | Limited Use - Chief           |
| 11   | 2003 | Ford F150        | 76374                  | 76627                  | 253             | Animal Control | Animal Control | Fit for Animal Control duties |
| 13a  | 2017 | Dodge Charger    | 111                    | 324                    | 213             | Patrol         | Patrol         | Limited Use                   |
| 14   | 1995 | Ford EOC Vehicle | 162184                 | 162184                 | 0               | EOC            | EOC            | Limited Use - EOC             |
| 15   | 2016 | Dodge Charger    | 13303                  | 14728                  | 1425            | Patrol         | Patrol         | Fit for patrol duty           |
| 17   | 2016 | Dodge Charger    | 12149                  | 12552                  | 403             | Patrol         | Patrol         | Down for repairs              |
| X8   | 2017 | Dodge Charger    | 0                      | 259                    | 259             | Awaiting upfit | Patrol         | Awaiting upfit                |
|      |      |                  |                        | <b>Mileage Total:</b>  | 10373           |                |                |                               |

**Lansing Parks & Recreation**  
***Fall 2017 Sports***  
**City Council Report**

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***SOCCER***

Total Youth Registered 2016: 256

Total Youth Registered 2017: 261

| <u>Division</u> | <u>2016 Participants</u> | <u>2017 Participants</u> |
|-----------------|--------------------------|--------------------------|
| Under 6         | 68                       | 56                       |
| Under 8         | 60                       | 68                       |
| Under 10        | 61                       | 63                       |
| Under 12        | 47                       | 44                       |
| Under 14        | 20                       | 30                       |

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***FOOTBALL***

Total Youth Registered 2016: 77

Total Youth Registered 2017: 70

| <u>Division</u> | <u>2016 Participants</u> | <u>2017 Participants</u> |
|-----------------|--------------------------|--------------------------|
| 6/7 Flag        | 31                       | 23                       |
| 8/9 Tackle      | 25                       | 25                       |
| 10/11 Tackle    | 21                       | 22                       |

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***CHEERLEADING***

Total Youth Registered 2016: 19

Total Youth Registered 2017: 20

| <u>Division</u> | <u>2016 Participants</u> | <u>2017 Participants</u> |
|-----------------|--------------------------|--------------------------|
| 5/6/7           | 10                       | 4                        |
| 8/9             | 9                        | 11                       |
| 10/11           | 0                        | 5                        |

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**From:** Dietrich Earnhart, Professor, Center for Environmental Policy, University of Kansas  
Paul Ferraro, Professor, Johns Hopkins University

**To:**

Gordon Cunning  
Lansing Wastewater Treatment Facility  
800 First Terrace  
Lansing, KS 66043-1725

## Why am I getting this letter?

Your municipal wastewater treatment facility, Lansing Wastewater Treatment Facility, is regulated under the Clean Water Act by the Kansas Department of Environment and Health (KDHE), in concert with the Environmental Protection Agency (EPA). The KDHE lists you as the facility's contact person for the National Pollutant Discharge Elimination System (NPDES).



*Peer Comparisons of Compliance among Kansas Municipal Dischargers*

Based on our conversations with wastewater treatment experts in Kansas, we believe municipal wastewater facilities are not sure how their compliance performance differs from their Kansas peers. We have initiated a project that aims to provide this information.

We hope you find it useful!

## What is a compliance ratio and why should I care?

To give you some sense of **how your compliance with your NPDES discharge limits compares to your Kansas peers' compliance**, we have extracted publicly available data from the EPA Integrated Compliance Information System (ICIS) database and assembled these data in a more easily understood format. We focus on the extent of compliance, which we measure as the *discharge-to-limit ratio*: the ratio of your wastewater discharges to the permitted discharge limit. A **lower discharge-to-limit ratio indicates better compliance with a facility's discharge limit**.

### Discharge-to-Limit Ratio

Wastewater discharges are recorded as a concentration, in milligrams of pollutant per liter of water discharged (mg/L). Say Facility A's discharge limit for a pollutant is 30 mg/L and it discharges 15 mg/L. Its *discharge-to-limit ratio* then equals 0.50. If the facility's discharge limit changes from 30 mg/L in the winter to 12 mg/L in the summer, yet the discharge level stays the same, then the facility's discharge-to-limit ratio would also change: from 0.50 in winter to 1.25 in summer. Say Facility B faces the same winter discharge limit, but discharges 45 mg/L in the winter. Its discharge-to-limit ratio equals 1.50. Comparing the two facility ratios, we conclude that Facility A has better compliance in the winter.

*See the example in box →*

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The discharge-to-limit ratio allows one to measure the **extent of compliance** for any discharge limit, even when a facility's discharge limit varies over time. More importantly, this compliance ratio allows one to compare the extent of compliance across multiple facilities, even when each facility faces a different discharge limit. By comparing the two facilities' compliance ratios, one can assess which facility complies to a greater extent with its discharge limit and which complies less. **Facilities with lower compliance ratios comply to a greater extent.**

Kansas municipal facilities discharge a variety of pollutants. In order to facilitate comparison across facilities, **our calculations of the compliance ratio focus on the most prominent pollutant among Kansas municipal facilities: Biological Oxygen Demand (BOD).** For each facility, we use the facility's BOD discharge limits and its actual BOD discharges to calculate its 2016 compliance ratio, which is the average ratio over the 12-month period between January and December 2016.

### **So how does my facility compare with other facilities in Kansas?**

Based on these facility averages, we are able to generate a distribution of all facilities' average compliance ratios. We graphically present this distribution in the enclosed figure. Each facility is represented once in this distribution. At the bottom of the distribution is the facility with the smallest compliance ratio – it is found at the extreme left of the graph where the curve begins (minimum ratio = 0.04). At the top of the distribution is the facility with the largest compliance ratio – it is found at the extreme right of the graph where the curve ends (maximum ratio = 1.92). In the middle of the distribution is the median compliance ratio (0.44) – half of the facilities have compliance ratios above this value and half have compliance ratios below this value.

#### **Have questions or want to provide us with feedback?**

You are most welcome to call Professor Earnhart at 785-864-9119 or email him at [earnhart@ku.edu](mailto:earnhart@ku.edu).

*If you are not the NPDES contact person for your municipal facility, we request that you deliver our letter to the correct NPDES contact person.*

**Your Facility's 2016 Compliance Ratio (lower is better): 0.07**

**Your facility's percentile: 3rd percentile** (see star on the graph)

In other words, **3%** of Kansas municipal facilities comply with their discharge limits to a greater extent than your facility complies with your limits.

## Extent of Compliance with Discharge Limits Distribution of Kansas Municipal Facilities

