



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

**COUNCIL AGENDA**  
*Regular Meeting*  
**Thursday, May 6, 2021**  
**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.

*The Lansing City Council meeting is open to the public with limited seating capacity. To mitigate the spread of COVID-19 face coverings and social distancing is REQUIRED to attend the meeting. To attend the meeting in person, email [cityclerk@lansingks.org](mailto:cityclerk@lansingks.org) no later than 4:00 pm on the day of the meeting to reserve a seat. Seats are available on a first come first serve basis. The Lansing City Council meeting can be viewed the following day via YouTube at [www.lansingks.org/live](http://www.lansingks.org/live) and on Spectrum Cable Channel 2.*

***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. Community Library Board Appointments
3. Countywide Transportation Plan
4. Approval of Bid – Capital Improvements Program 2021
5. Sidewalk Cost Share Policy
6. Parks Master Plan – Phase 1 Design Work Contract
7. Structure Removal Cost Share Application – 1101 N. 2<sup>nd</sup> Street
8. Ordinance No. 1061 - Future Land Use Map

***Reports:***

City Attorney, City Administrator, Department Heads, Councilmembers

***Proclamations:***

- Municipal Clerks Week
- Lansing Police Week

***Other Items of Interest:***


- Police Department Email

***Adjournment***

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
THRU: Sarah Bodensteiner, City Clerk   
FROM: Shantel Scrogin, Assistant City Clerk SS  
DATE: April 16, 2021  
SUBJECT: Approval of Minutes

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The Regular Meeting Minutes of April 15, 2021 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of April 15, 2021, as presented.

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**Call To Order:**

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

**Roll Call:**

Mayor McNeill called the roll and indicated which Councilmembers were in attendance.

**Councilmembers Present:**

**Ward 1:** Gene Kirby and Dave Trinkle

**Ward 2:** Marcus Majure and Don Studnicka

**Ward 3:** Jesse Garvey

**Ward 4:** Ron Dixon and Gregg Buehler

**Councilmembers Absent:** Kerry Brungardt

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Mayor McNeill stated Councilmember Brungardt is absent due to a death in the family. City Administrator Tim Vandall is absent due to being ill.

**OLD BUSINESS:**

**Approval of Minutes:** Councilmember Kirby moved to approve the Regular Meeting Minutes of April 1, 2021, as presented. Councilmember Garvey seconded the motion. The motion was approved with Councilmember Studnicka abstaining.

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

**Presentations**

**COUNCIL CONSIDERATION OF AGENDA ITEMS:**

**Planning Commission Appointments:** Councilmember Buehler moved to appoint Jerry Geis and Ron Barry to the Lansing Planning Commission for a 3-year term expiring on April 30, 2024. Councilmember Garvey seconded the motion. The motion was unanimously approved.

**Board of Zoning Appeals Appointments:** Councilmember Buehler moved to appoint Richard Hannon, Frank Campana, and Sean DeSouza to the Lansing Board of Zoning Appeals for a 3-year term expiring on April 30, 2024. Councilmember Garvey seconded the motion. The motion was unanimously approved.

**Award of Bid – Seasonal Right-of-Way Mowing:** Councilmember Buehler moved to approve the bid from Leintz Lawn & Construction for the seasonal right-of-way mowing. Councilmember Kirby seconded the motion.

- Councilmember Studnicka asked question, we use to have prisoners do that. We don't do that anymore obviously.
  - Public Works Director Mike Spickelmier replied that's correct. We haven't used prisoners for quite a while.
    - Councilmember Studnicka asked now is there a reason for that.
      - Public Works Director Mike Spickelmier responded I believe it's a little more difficult to get inmates than we use to be able to do. We haven't reached out in awhile I know. We can certainly approach the warden again, but I know that prison inmate crews have been more and more difficult to get.
      - Councilmember Studnicka replied I know a few years ago we were arguing with the prison about paying their fair share on the sewer bill. I don't know if we ever resolved that or not.
        - Public Works Director Mike Spickelmier stated I don't have any knowledge of that.
          - Mayor McNeill responded you're right. That's correct and part of that discussion was well, they

don't pay it all, but they also provide services which included the mowing.

- o Councilmember Studnicka stated what I'm saying is since they don't mow anymore, we probably need to readjust that. At the time, they were not paying the full commercial rate for wastewater. They were on a contract, but the contract ran out, but we never seemed to get it renewed the way we needed to get it renewed. The other facilities in the state and locales were paying commercial rate for wastewater for those facilities. I don't know if that is still an issue or whatever. Thank you.
- Councilmember Garvey asked are they located in Lansing.
  - o Public Works Director Mike Spickelmier replied yeah, 102 Timbercreek Circle is the listed address.
    - Councilmember Garvey responded that's over in Jason's neighborhood.
      - Councilmember Kirby stated he's bid for us before. He's been very reasonable.
        - o Public Works Director Mike Spickelmier replied he has bid with us before. This is the first time we've actually had him this low. We're anxious to get him started and see what he can do.
          - Mayor McNeill asked anyone else.

The motion was unanimously approved.

**REPORTS:**

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

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

**Governing Body:** Councilmember Majure stated our thoughts and prayers are with Kerry. Thank you to the two applicants for the Planning Commission and the three applicants to the Board of Zoning. He appreciates you volunteering your service.

Councilmember Garvey echoed Councilmember Majure in thanking the volunteers for helping to keep our city running. Thoughts and prayers are with Kerry. Councilmember Garvey's grandson is having heart surgery tomorrow and would appreciate an extra prayer for him.

Councilmember Buehler thanked the volunteers and stated we can't do it without them. We truly appreciate their help. He stated his thoughts and prayers are with Kerry. He also provided a fun fact, on this day in 1947, Jackie Robinson became baseballs first black Major League player debuting with the Brooklyn Dodgers.

Councilmember Dixon sent his deepest sympathies to Kerry and his family. He is also sending prayers to Jesse and his family. He thanked the Lansing City Hall staff. They do a confident and professional job day in and day out.

Councilmember Studnicka stated his prayers go out to Kerry and to Jesse's grandson. He also thanked the volunteers.

Councilmember Trinkle stated our thoughts and prayers are with Kerry and Jesse's families and extended families. He hopes everything works out well for everybody. He thanked the volunteers and stated its great people want to help.

Councilmember Kirby echoed what everyone has said about praying for Kerry and Jesse.

**ADJOURNMENT:**

Councilmember Kirby moved to adjourn. Councilmember Studnicka seconded the motion. The motion was unanimously approved. The meeting was adjourned at 7:09 p.m.

**ATTEST:**



\_\_\_\_\_  
Mayor, Anthony R. McNeill

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

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator   
FROM: Terri Wojtalewicz, Library Director   
DATE: April 29, 2021  
SUBJECT: Library Advisory Board Appointments

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There are three (3) position on the Library Advisory Board that expired on April 30, 2021. The positions were advertised and three (3) applicants have applied.

The Lansing Community Library Advisory Board met on April 27th to review the applications and meet with the applicants, Karen Averill, Ernest Young Jr, and Wendy Vodarick. The Lansing Community Library Advisory Board voted unanimously to recommend Karen Averill, Ernest Young Jr, and Wendy Vodarick to serve on the Lansing Community Library Board for a term expiring on April 30, 2025.

Policy Consideration: n/a

Financial Consideration: n/a

Action: To appointment of Karen Averill, Ernest Young Jr, and Wendy Vodarick to the Lansing Community Library Advisory Board to a 4 year term that will expire on April 30, 2025.

# CITY OF LANSING KANSAS

800 First Terrace, Lansing, Kansas 66043 - Telephone: 913-727-3036  
Fax: 913-828-4579 - [www.lansingsks.org](http://www.lansingsks.org)

## APPLICATION FOR LIBRARY ADVISORY BOARD MEMBER

Name: Karen Averill

Lansing Address: 619 S. Desoto Rd

<sup>cell</sup>  
~~Home~~ Phone: 913-704-8946

Secondary Phone: LMS 727-1197 LHS 727-3357

E-mail: averillkaren@hotmail.com

Please attach a written statement expressing your interest in being appointed to the Lansing Community Library Board. Your written statement should address the following three topics:

1. What skills and/or experience do you possess that will help further the library goals in any of the following areas: Library Services, Programming, Public Relations, or Strategic Planning?
2. What do you hope to accomplish as a Board Member?
3. Willingness to attend board, committee, and training meetings.

Also attach the name, address, and telephone number of three personal references.

This appointment is for a four (4) year term on the Lansing Community Library Advisory Board expiring April 30, 2025. Applicants must be a resident of Lansing Unified School District # 469, at least 18 years of age, a U.S. citizen, and registered to vote.

All applications should be returned to Lansing City Hall, marked to the "Attention of the City Clerk" no later than 5pm on March 31, 2021.

RAW  
3/31/21  
SAB

Karen Averill  
Application for Library Advisory Board Member

I'm interested in becoming an Advisory Board Member. I have a Bachelor's Degree in Music Education K-12 from the University of Kansas and a Master's Degree in Library Science from Emporia State University. After teaching in the classroom for 7 years, I've been the Teacher/Librarian at Lansing Middle School now for 13 years and at Lansing High School for 4 years.

I would like to be a Board Member to support the Librarian and Staff and their programs. I'd also like to partner with them to promote their programs with my students at the MS and HS. I feel like my experience in the school libraries would be good to help connect our students and community. I could also offer support and advice to the Librarian when needed. I'm willing to attend the board meetings and trustee training.

Thank you for this opportunity.

Karen Averill  
619 S. Desoto Rd  
Lansing, KS 66043  
913-704-8946 cell

References:

Kerry Brungardt  
Lansing City Council  
Lansing, KS 66043  
913-683-9211 cell

Gary Mattingly  
Lansing High School  
1412 147<sup>th</sup> Street  
Lansing, KS 66048  
913-727-3357 wk  
913-240-6102 cell

Tina Matzeder  
506 Hillcrest Street  
Lansing, KS 55048  
913-683-2961 cell





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Fax: 913-828-4579 - [www.lansingks.org](http://www.lansingks.org)

**APPLICATION FOR LIBRARY ADVISORY BOARD MEMBER**

**Name:** Ernest Young, Jr.

**Lansing Address:** 103 Ferncliff Street

**Home Phone:** 913-727-2082

**Secondary Phone:** 913-683-2296

**E-mail:** eyoungks@aol.com

Please attach a written statement expressing your interest in being appointed to the Lansing Community Library Board. Your written statement should address the following three topics:

1. What skills and/or experience do you possess that will help further the library goals in any of the following areas: Library Services, Programming, Public Relations, or Strategic Planning?
2. What do you hope to accomplish as a Board Member?
3. Willingness to attend board, committee, and training meetings.

Also attach the name, address, and telephone number of three personal references.

This appointment is for a four (4) year term on the Lansing Community Library Advisory Board expiring April 30, 2025. Applicants must be a resident of Lansing Unified School District # 469, at least 18 years of age, a U.S. citizen, and registered to vote.

All applications should be returned to Lansing City Hall, marked to the "Attention of the City Clerk" no later than 5pm on March 31, 2021.

RCMD  
3/19/21  
SEB

103 Ferncliff Street  
Lansing, Kansas 66043

March 8, 2021

Lansing City Hall  
Attention of the City Clerk  
800 First Terrace  
Lansing, Kansas 66043

City Clerk,

I wish to be considered for appointment to the Lansing Community Library Advisory Board.

**The myriad skills and/or experience that I possess will help further the Library's goals in all areas as outlined below:**

1. I earned a bachelor of science degree in mathematics, a master of arts degree in business administration and a master of arts degree in personnel management that required me to become very familiar with use of library systems.
2. I served as battalion operations officer, advisor to Vietnamese officers and staff officer to the US Army Advisory Group Vietnam in a combat environment for two and one-half years.
3. I served as faculty advisor for a master of arts degree candidate while I served on the Command and General Staff College (CGSC) faculty (1976-1980).
4. I served as an author/instructor for four years at CGSC, where I developed and published a reference book (RB 101-5, Staff Operations) for use by the CGSC faculty.
5. I served as an Army Civil Service supervisory management analyst, obtaining the grade of GM-15 (1984-2003).
6. I served on the board of directors for Blacks in Government of Greater Kansas City, Missouri (2001-2002).
7. I served on the board of directors for the world's largest (1.4 million members) humanitarian service club organization, The International Association of Lions Clubs as one of thirty-two directors from around the world (2004-2006).
8. I served on the board of directors of Great Plains Lions Leadership Institute (2007-2012).
9. I served on the University of Kansas Department of Ophthalmology Advisory Board (2009-2013).
10. I served on the Lansing City Library Advisory Board for four years (2017-2021).

**My desired accomplishments as a Board Member are as follows:**

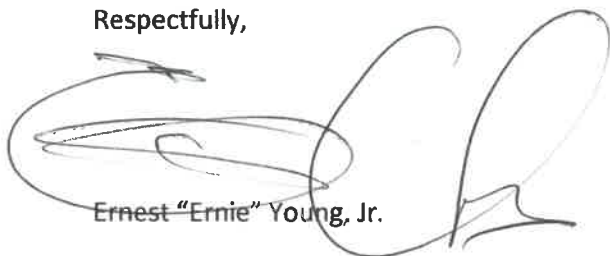
It is my desire to contribute to the highest possible level of accomplishment and achievement for the Lansing Community Library so that its significance among outstanding libraries is remarkable and equaled by very few. I want everyone to recognize that the Lansing Community Library is keeping pace with, or exceeding the expectations of the Lansing community and others who have the privilege to access such an awe-inspiring resource. Moreover, I would like to participate in the identification of desired enhancements that will improve the value and effectiveness of the Lansing Community Library.

**My willingness to attend board, committee and training meetings is described as follows:**

My adult life is characterized by disciplined actions wherever I have volunteered or accepted other roles where I had a need to actively participate in associated events to ensure the best possible results. This discipline and pride in my active participation as an Army officer for twenty years, as an Account Executive Industry Consultant for AT&T for four years, as an Army Civil Service manager for nineteen and one-half years, as a member of the Lansing Lions Club for twenty-five years and active participation in several organization boards described in the qualifications paragraph above have contributed to my consistent effectiveness and successes. I have always taken pride in my performance, regardless of the type of endeavor. I believe that it is impossible to achieve maximum possible success without active participation to exchange ideas and stay informed of those issues that affect alternative courses of action. It is very clear to me that effective training can drastically shorten the learning curve needed to become an effective contributor/performer; therefore, I consistently take advantage of training opportunities leading to a higher level of understanding, preparedness and performance.

I am available to discuss this application further at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ernest Young, Jr.', with a large, stylized flourish extending to the left.

1 Enclosure: Personal References

**APPLICATION FOR LIBRARY ADVISORY BOARD MEMBER**

**PERSONAL REFERENCES:**

Mrs. Terri Wjtalewicz, MA, MLS  
Director, Lansing Community Library  
730 1<sup>st</sup> Terrace  
Lansing, Kansas 66043  
913-727-2929

Mrs. Vania, Castro, Ph.D.  
2203 West 119<sup>th</sup> Street  
Leawood, Kansas 66209  
913-634-3220

Mr. David Chartier  
220 North Main Street  
Lansing, Kansas 66043  
913-727-6738

# CITY OF LANSING KANSAS

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Fax: 913-828-4579 - [www.lansingks.org](http://www.lansingks.org)

## APPLICATION FOR LIBRARY ADVISORY BOARD MEMBER

Name: Wendy Vodarick

Lansing Address: 23150 147th St

Home Phone: 484-560-9188  
Cell

Secondary Phone: \_\_\_\_\_

E-mail: wendyvodarick@gmail.com

Please attach a written statement expressing your interest in being appointed to the Lansing Community Library Board. Your written statement should address the following three topics:

1. What skills and/or experience do you possess that will help further the library goals in any of the following areas: Library Services, Programming, Public Relations, or Strategic Planning?
2. What do you hope to accomplish as a Board Member?
3. Willingness to attend board, committee, and training meetings.

Also attach the name, address, and telephone number of three personal references.

This appointment is for a four (4) year term on the Lansing Community Library Advisory Board expiring April 30, 2025. Applicants must be a resident of Lansing Unified School District # 469, at least 18 years of age, a U.S. citizen, and registered to vote.

All applications should be returned to Lansing City Hall, marked to the "Attention of the City Clerk" no later than 5pm on March 31, 2021.

RECEIVED

MAR 30 2021

SS

CITY OF LANSING

March 29, 2021

To Whom It May Concern:

I am applying to become a continued member of the Lansing Community Library Advisory Board. The skills I feel I bring to the board are public relations, library services and programming. I have three children ages 9, 11, and 15 and I talk to them to and get their perspective on programs we attend. I also ask them what they would like to see in programming, especially my teenager. I am a local small business own, the Adjutant in the Lansing VFW, volunteer with the Girl Scouts and Cub Scouts, involved with the Friends of the Library and am on the Middle School Site Council. I interact with people that have children of all ages and tell them about the great things and programs the library has to offer.

By being a Board Member, I hope to bring more recognition to the library and what it has to offer. As a board member it is my hope to learn as much as I can and help wherever I am needed, with whatever I am needed.

I am willing to attend any and all meetings and trainings that are required of me.

My address:  
Wendy Vodarick  
23150 147<sup>th</sup> St.  
Leavenworth, KS 66048

Personal References:

Laura Mack  
304 Wyndham Dr.  
Lansing, KS 66043


Bambi Kline  
602 Cottonwood Dr  
Lansing, KS 66043

Stacy Lee  
3217 Meadow Rd  
Leavenworth, KS 66048

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# AGENDA ITEM

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TO: Mayor; Lansing City Council  
FROM: Tim Vandall, City Administrator   
DATE: April 26, 2021  
SUBJECT: Countywide Transportation Plan

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**Explanation:** Greg Kaaz, Chairman of the Leavenworth County Port Authority, will give a presentation to the governing body outlining the need for a future county-wide transportation study, as well as the history of different traffic studies.

**Financial Considerations:** The Port Authority is requesting \$30,000 from the City of Lansing for a Transportation Study. Other funding partners for this include:

- KDOT: \$150,000
- Leavenworth County: \$150,000
- Leavenworth: \$90,000
- Lansing: \$30,000
- Basehor: \$15,000
- Tonganoxie: \$15,000
- TOTAL: \$450,000

Funds are available in the General Fund to assist with this study.

**Policy Considerations:** The goal is to pull all of the studies together and gain an overall priority list. It is estimated that this study will take twelve months.

**Action:** Approve, deny, or table request for \$30,000 to assist with countywide traffic study.



## Memo

Date: April 12, 2021

To: Leavenworth City/County Administrators/Managers

From: Greg D. Kaaz, Chairman LCPA

Re: Regional Transportation Study Policy Report

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On December 2, 2020, the Board of Leavenworth County Commissioners (BOCC) directed Mr. Bill Noll, Infrastructure and Construction Services Director to work with the Leavenworth County Port Authority (LCPA) and start working on a Regional Transportation Study for Leavenworth County. After the Request for Proposal (RFP) is complete, the LCPA would approach the major cities for participation (including financial).

LCPA has been working with Mr. Bill Noll, Olsson (Leavenworth County's On call Engineering Consultant), Kansas Department of Transportation (KDOT) and Mid-American Regional Council (MARC) to develop a Request for Proposal (RFP) for the selection of an engineering consultant to perform the study. A subcommittee has been established to review the final version of the RFP and select an engineering firm. The selection committee consists of representation from each city, the county and LCPA.

The RFP has been finalized and ready to send out. Prior to issuing the RFP, a funding commitment needs to be established. It is estimated this study will cost between \$450,000-\$650,000. Below is a suggested funding amount being requested from each City, County and KDOT.

|                     |           |
|---------------------|-----------|
| KDOT                | \$150,000 |
| Leavenworth County  | \$150,000 |
| City of Leavenworth | \$ 90,000 |
| Lansing             | \$ 30,000 |
| Basehor             | \$ 15,000 |
| Tongie              | \$ 15,000 |
|                     | -----     |
|                     | \$450,000 |

Greg Kaaz, Chairman of the LCPA has requested time to make a presentation on the Regional Transportation Study and request a commitment of funding.

**REQUEST FOR TRANSPORTATION PLANNING / ENGINEERING SERVICES  
LEAVENWORTH COUNTY REGIONAL CAPITAL IMPROVEMENT PLAN (CIP)  
PRIORITIZATION**

**1) Introduction**

Leavenworth County Port Authority (LCPA), in cooperation with Leavenworth County, the City Leavenworth, the City of Basehor, the City of Lansing, the City of Tonganoxie, the Kansas Department of Transportation (KDOT), and the Mid-America Regional Council (MARC) is seeking a consultant to help prioritize potential capital improvement projects assembled from a list of previously completed studies as well as some potential new projects. Over the past several years, various studies have been completed by various entities. It is the desire of the stakeholders within the Leavenworth County Region to review the associated recommended projects and to develop a prioritization, based on community input, feasibility, connectivity to the greater Kansas City metropolitan area, and technical criteria, to focus limited resources. A partial list of these projects include:

- 2014 5-County Study (KC Metro + Douglas County)
- 2000 Kaw Connect Major Corridor Study (I-70: Topeka to Kansas County)
- 2006 K-7 Corridor Management Plan
- 2007 US-24 / 40 Corridor Management Plan
- 2008 T-Link & KDOT Consultation: Leavenworth County Transportation Priorities)
- 2016 K-92 Centennial Bridge Study
- Patriot Highway (PPP Agreement)
- Leavenworth County, city stakeholders, and surrounding county Comprehensive Plans
- 2020 Eastern Gateway Concept Study

**2) Schedule for Selection**

- |   |    |
|---|----|
| 1. RFP Available to the Public                | XX |
| 2. Pre-Proposal Meeting                       | XX |
| 3. Questions Deadline                         | XX |
| 4. Proposal Submittal Deadline                | XX |
| 5. Interviews                                 | XX |
| 6. Select and Notify Professional (tentative) | XX |
| 7. Contract Execution                         | XX |

**3) Proposal Submittal**

Professionals should limit the total length of proposals to a maximum of thirty (30) single-sided 8 ½" x 11" pages (excluding cover pages, table of contents, and dividers. Brevity is appreciated and encouraged when possible. Font shall be a minimum of 10 point and margins are limited to no less than 0.5" for sides, top and bottom. Extended page sizes, such as 11" x 17", count as a single page and should be limited to those pages which cannot be feasibly displayed on 8 ½" x 11" pages.

**A. Cover Letter / Executive Summary**

The Cover Letter / Executive Summary should highlight the content of the proposal and features of the services offered, including a general description of the services and any unique aspects or benefits provided by the Professional.

Professional should indicate their ability to participate in the interviews on the

proposed dates.

**B. Vendor Information**

1. Describe your firm's business and background
2. Number of years in the business
3. An overview of services offered and qualifications
4. Size of the firm
5. Location(s) of offices. If multiple, please identify which will be the primary for this contract.
6. Primary contact information for the company including contact name(s) and title(s), mailing address(es), phone number(s), and email address(es).  
Complete Section VI, Vendor Statement.

**C. Scope of Services**

1. Study Understanding: Provide a summary of your team's understanding of the study
2. Study Approach: Describe your recommended approach to achieve each of the tasks outlined in the Scope of Work described above. The narrative should include any options which may be beneficial for the Selection Committee to consider. Professionals are encouraged to think beyond the outlined Scope of Work and provide innovative and cost-effective ideas to create a successful plan.
3. Describe how the Study will be managed and who will have primary responsibility for timely and professional completion.
4. Describe the methods and timeline of communication your firm will use with the Selection Committee's Project Manager and other parties.
5. Schedule: Professional's schedule shall clearly indicate "critical path work items" including decision points requiring Selection Committee input. Professional must explain approach and strategy to ensuring this schedule is met as well as their understanding of the challenges associated with the Study. The schedule shall detail all items required to meet the final deliverable date and shall clearly indicate critical path work items. Schedule should include realistic timelines for performing critical path tasks associated with the Study. If the provided Study schedule described in this RFP is not attainable, provide an explanation as to why it is not and how it must be adjusted. Professional should also address the question of whether additional personnel are available to assist in meeting Study schedule if needed.

**D. Firm Capability & Assigned Personnel**

1. Provide an Organizational Chart / Proposed Project Team: An organizational chart containing the names of all key personnel and sub-consultants with titles and their specific task assignment for this Study.
2. Provide a minimum of two similar projects with public agencies in the past 5-10 years that have involved the staff proposed to work on this Study. Include the owner's name, title of project, beginning price, ending price, contact name, email and phone number, sub-consultants on the team and a brief description of the work and any change orders.

3. Include three references (current contact name, current telephone number and email address) from similar projects with similar requirements that have been completed within the past 5-10 years and that have involved the staff proposed to work on this Study. Provide a description of the work performed. The Professional authorizes the Selection Committee to verify any and all information contained in the Professional's submittal from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.
4. List of Study Personnel: The list should include the identification of the contact person with primary responsibility for this Agreement, the personnel proposed for this Agreement, and any supervisory personnel, including partners and / or sub- consultants, and their individual areas of responsibility.
5. Please speak to the issues and/or opportunities related to the remote working situation. Specifically, what are ways to keep the project on schedule and still facilitate meetings with stakeholders and property owners?
6. What adjustments to your processes do you plan to make or have made due to COVID-19?

#### **4) Scope of Services**

The following is an outline of a general scope of services for this project and is not intended to represent the final scope of services. The scope outlined below may be modified upon selection, and additional tasks the consultant deems necessary or beneficial to this project should be identified in the response.

- A. Project Management** – The consultant will outline their project management plan, include details on how they will manage the overall project execution, coordination, cost control, and quality control process.
- B. Public Involvement Plan** – The consultant will develop a robust public involvement plan, and must be adaptable to address any challenges that may be presented by COVID-19. This plan may include the use of a:
  - Steering Committee
  - Technical Advisory Committee
    - Public Works Staff, Planning Staff, KDOT, MARC
  - Stakeholder Groups
    - Economic development
    - School Districts
    - Emergency Response Services
    - Adjacent communities (Wyandotte County, Platte County, MODOT etc.)
    - Elected Officials
    - Others
  - Public Meetings
- C. Develop Goals and Objectives** – Working with the Steering Committee and Technical

Advisory Committee, at a minimum, develop the goals and objectives for this project. Scoring Criteria consistent with KDOT and MARC project prioritization and evaluation criteria for funding projects should also be developed, taking into account items such as connectivity to the rest of the Kansas City metropolitan area, interstate connectivity, safety, congestion, multimodal impacts, operations, and economic development impact. Where appropriate the adopted goals of KDOT and the Mid America Regional Council should be taken into consideration.

- D. **Data Collection** – Consultant should outline how they will conduct data collection to bring value to the project, potentially including traffic volumes, crash history, infrastructure condition, maintenance activities, etc. The Mid-America Regional Council (MARC) will provide technical support including existing National Highway System (NHS) pavement and bridge condition data, crash data, natural resources inventory, and travel forecast modeling for the existing network of collector and arterial roadways. MARC will also provide travel forecast modeling for up to three alternative network scenarios.
- E. Develop updated conceptual project cost estimating of the previously identified improvements. Through the public engagement activities new projects may also be identified for consideration.
- F. Developing a prioritization model and criteria in conjunction with the Selection Committee in order to rank identified projects. Example criteria may include, but not be limited to: safety (current and anticipated safety issues based on industry standards), interstate and metropolitan connectivity, congestion, level of service, development coordination, multimodal connectivity including transit, deficient infrastructure, economic development impacts, and realistic funding opportunities working with KDOT and MARC funding, etc.
- G. Conduct a high-level evaluation of critical clearances required for construction projects (National Environmental Policy Act (NEPA), historic, environmental, property boundaries, floodplain/floodway, etc.) to determine if future construction projects have critical items which may make the projects unfeasible.
- H. Present draft findings of the report to the Selection Committee and in work sessions with the various elected county and city boards within Leavenworth County. It is the goal to develop consensus with all governmental entities on the final recommended project prioritizations.
- I. Issue a final report for adoption / endorsement by the elected county and city boards within Leavenworth County.

This project will require several deliverables throughout the course of this study including, but not necessarily limited to:

- Project Management Plan
- Public Involvement Plan
- Interim Technical Reports at the conclusion of each task.

#### 5) **Insurance Requirements**

Engineer shall provide certificates of insurance for Professional Liability (\$1,000,000.00); General Liability (\$1,000,000.00); Automobile Liability

(\$1,000,000.00) and Workers Compensation (Statutory) to the County prior to commencement of services.

**6) Project Schedule**

This project is anticipated to be completed within **XX** months of notice to proceed.

**7) Project Budget**

This project has a tentative budget of approximately **\$XX**.

**8) Pre-Proposal Meeting**

A virtual non-mandatory pre-proposal meeting on **XX**, 2021. Those desiring to register should contact **XX** in advance for meeting details.

**9) Selection Criteria**

Project Understanding – 20%

Project Approach – 40%

Project Management, including internal communication – 15%

Project Team and Relevant Experience – 25%

**10) Proposal Submittal Process**

- a. Submittals shall at the following location and shall be time stamped no later than 10:30 a.m., **XX**, 2021. Proposals must include six (6) hard copies of the proposal including an electronic copy on a USB flash drive.

Leavenworth County Clerk, Courthouse  
300 Walnut Street, Suite 106  
Leavenworth, Kansas 66048  
Attn: County Clerk

Please contact Leavenworth County Public Works, Bill Noll, with questions via email only at [bnoll@leavenworthcounty.gov](mailto:bnoll@leavenworthcounty.gov). Only written questions will be responded to and must be received by **XX**, 2021. Responses to questions will be provided by close of business on **XX**, 2021.

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator *T*  
FROM: Mike Spickelmier, Director of Public Works *NEWS 4/29/2020*  
DATE: April 30, 2021  
SUBJECT: 2021 Mill & Overlay Bids

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Policy Consideration: Bid were solicited for Seasonal Right of Way mowing. Bids were read aloud at 10:30 on 4/27/2021. The Cost Breakdown is shown below

|          | Engineer's Estimate | J.M. Fahey    | Superior Bowen | Little Joe's  |
|----------|---------------------|---------------|----------------|---------------|
| Base Bid | \$ 483,204.50       | \$ 515,672.70 | \$ 562,464.75  | \$ 444,429.35 |
| Alt. #1  | \$ 17,072.00        | \$ 16,116.00  | \$ 22,660.00   | \$ 25,134.00  |
| Alt. #2  | \$ 27,759.00        | \$ 39,317.00  | \$ 45,470.00   | \$ 30,559.50  |
| Alt. #3  | \$ 12,172.00        | \$ 11,076.00  | \$ 15,410.00   | \$ 12,324.00  |
| Total    | \$ 540,207.50       | \$ 582,181.70 | \$ 646,004.75  | \$ 512,446.85 |

Financial Consideration: 750,000 was budgeted in Fund 70 for this work in 2021.

Other: The potential addition of a section of Bittersweet Ln, Sage St., Bittersweet Ct, and Pine Ridge Ct. were discussed at the 4/29/21 Work Session.

Action:

1. Accept the Low Bid and all alternate bids from Little Joe's Asphalt for the unit prices presented in the amount of \$512,446.85.
2. Direct PW Staff to solicit pricing based upon the accepted unit price amounts to future consideration for the additional street sections of:
  - a. Bittersweet Lane
  - b. Bittersweet Court
  - c. Sage Street
  - d. Pine Ridge Court



2021 City of Lansing Mil & Overlay Bid Tabulation

27-Apr-21

| Bid Item No. | Spec No.                 | Item Description                                       | Quantity | Bid Unit | Engineer's Estimate |               | J.M. Fahey     |               | Superior Bowen |               | Little Joe's   |               |
|--------------|--------------------------|--|----------|----------|---------------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|
|              |                          |  |          |          | Bid Unit Price      | Extended Cost | Bid Unit Price | Extended Cost | Bid Unit Price | Extended Cost | Bid Unit Price | Extended Cost |
| 1            | SP-1, Div.1600           | Mobilization   | 1        | L.S.     | \$ 10,000.00        | \$ 10,000.00  | \$ 13,000.00   | \$ 13,000.00  | \$ 7,000.00    | \$ 7,000.00   | \$ 5,000.00    | \$ 5,000.00   |
| 2            | SP-2, MUTCD              | Traffic Control  | 1        | L.S.     | \$ 5,000.00         | \$ 5,000.00   | \$ 4,500.00    | \$ 4,500.00   | \$ 6,000.00    | \$ 6,000.00   | \$ 5,450.00    | \$ 5,450.00   |
| 3            | SP-3, Div.1300           | Asphaltic Concrete Overlay (BM-2) or HMA               | 4,750    | Ton      | \$ 70.00            | \$ 332,500.00 | \$ 72.00       | \$ 342,000.00 | \$ 81.00       | \$ 384,750.00 | \$ 66.40       | \$ 315,400.00 |
| 4            | SP-4                     | Milling (0" to 2")                                     | 0        | S.Y.     | \$ 1.80             | \$ -          | \$ -           | \$ -          | \$ 2.00        | \$ -          | \$ 39.00       | \$ -          |
| 5            | SP-5                     | Milling (2")   | 13,110   | S.Y.     | \$ 2.00             | \$ 26,220.00  | \$ 1.90        | \$ 24,909.00  | \$ 2.50        | \$ 32,775.00  | \$ 2.10        | \$ 27,531.00  |
| 6            | SP-6                     | Milling (2" w/ Petromat)                               | 19,100   | S.Y.     | \$ 3.00             | \$ 57,300.00  | \$ 3.00        | \$ 57,300.00  | \$ 2.80        | \$ 53,480.00  | \$ 2.20        | \$ 42,020.00  |
| 7            | SP-7                     | Milling (2"+ Crown reshape)                            | 1,025    | S.Y.     | \$ 2.50             | \$ 2,562.50   | \$ 1.90        | \$ 1,947.50   | \$ 5.75        | \$ 5,893.75   | \$ 2.25        | \$ 2,306.25   |
| 8            | SP-8, SD21-11 Div.3100   | Manhole Adjustment (post-overlay)                      | 5        | Each     | \$ 1,000.00         | \$ 5,000.00   | \$ 1,800.00    | \$ 9,000.00   | \$ 2,050.00    | \$ 10,250.00  | \$ 1,000.00    | \$ 5,000.00   |
| 9            | SP-9, SD21-1, Div 2100   | Concrete Curb & Gutter (Match exist- Type A Typ.)      | 492      | L.F.     | \$ 38.00            | \$ 18,696.00  | \$ 87.00       | \$ 42,804.00  | \$ 80.00       | \$ 39,360.00  | \$ 45.00       | \$ 22,140.00  |
| 10           | SP-10, Div. 6200         | Lawn Restoration (Behind Curb & Gutter repairs)        | 519      | S.F.     | \$ 2.00             | \$ 1,038.00   | \$ 5.00        | \$ 2,595.00   | \$ 6.00        | \$ 3,114.00   | \$ 4.50        | \$ 2,335.50   |
| 11           | SP-11, Div 2100, Photo   | Concrete Curb Inlet Transition (6' min. length)        | 27       | L.F.     | \$ 50.00            | \$ 1,350.00   | \$ 110.00      | \$ 2,970.00   | \$ 98.00       | \$ 2,646.00   | \$ 45.00       | \$ 1,215.00   |
| 12           | SP-12, Div 2100          | Concrete Driveway Repair                               | 5        | S.Y.     | \$ 100.00           | \$ 500.00     | \$ 110.00      | \$ 550.00     | \$ 195.00      | \$ 975.00     | \$ 120.00      | \$ 600.00     |
| 13           | SP-13, Div. 10000, MUTCD | Pavement Marking - 4" (White - Thermoplastic)          | 10,094   | L.F.     | \$ 1.00             | \$ 10,094.00  | \$ 0.65        | \$ 6,561.10   | \$ 0.75        | \$ 7,570.50   | \$ 0.70        | \$ 7,065.80   |
| 14           | SP-13, Div. 10000, MUTCD | Pavement Marking - 4" (Yellow - Thermoplastic)         | 10,094   | L.F.     | \$ 1.00             | \$ 10,094.00  | \$ 0.65        | \$ 6,561.10   | \$ 0.75        | \$ 7,570.50   | \$ 0.70        | \$ 7,065.80   |
| 15           | SP-13, Div. 10000, MUTCD | Pavement Marking Stop Bar (White - Thermoplastic)      | 4        | Each     | \$ 400.00           | \$ 1,600.00   | \$ 175.00      | \$ 700.00     | \$ 195.00      | \$ 780.00     | \$ 225.00      | \$ 900.00     |
| 16           | SP-13, Div. 10000, MUTCD | Pavement Marking Crosswalk Bar (White - Thermoplastic) | 5        | Each     | \$ 250.00           | \$ 1,250.00   | \$ 55.00       | \$ 275.00     | \$ 60.00       | \$ 300.00     | \$ 80.00       | \$ 400.00     |
| BASE BID     |                          |  |          |          | \$                  | 483,204.50    | \$             | 515,672.70    | \$             | 562,464.75    | \$             | 444,429.35    |




| Bid Item No.                      | Spec No.               | Item Description                                   | Quantity | Bid Unit | Engineer's Estimate |               | J.M. Fahey     |               | Superior Bowen |               | Little Joe's   |               |
|-----------------------------------|------------------------|--|----------|----------|---------------------|---------------|----------------|---------------|----------------|---------------|----------------|---------------|
|                                   |                        |  |          |          | Bid Unit Price      | Extended Cost | Bid Unit Price | Extended Cost | Bid Unit Price | Extended Cost | Bid Unit Price | Extended Cost |
| ALTERNATE #1 - 140th Street       |                        |  |          |          |                     |               |                |               |                |               |                |               |
| 1A1                               | SP-1, Div.1600         | Mobilization - Alternate                           | 1        | Each     | \$ 2,000.00         | \$ 2,000.00   | \$ 1,000.00    | \$ 1,000.00   | \$ 1,200.00    | \$ 1,200.00   | \$ 5,000.00    | \$ 5,000.00   |
| 2A1                               | SP-2, MUTCD            | Traffic Control                                    | 1        | L.S.     | \$ 1,000.00         | \$ 1,000.00   | \$ 500.00      | \$ 500.00     | \$ 600.00      | \$ 600.00     | \$ 5,450.00    | \$ 5,450.00   |
| 3A2                               | SP-3, Div.1300         | Asphaltic Concrete Overlay (BM-2) or HMA           | 200      | Tons     | \$ 70.00            | \$ 14,000.00  | \$ 72.00       | \$ 14,400.00  | \$ 98.00       | \$ 19,600.00  | \$ 66.40       | \$ 13,280.00  |
| 4A1                               | SP-4                   | Milling (0" to 2")                                 | 36       | S.Y.     | \$ 2.00             | \$ 72.00      | \$ 6.00        | \$ 216.00     | \$ 35.00       | \$ 1,260.00   | \$ 39.00       | \$ 1,404.00   |
| ALTERNATE #2 - Pebble Beach Drive |                        |  |          |          |                     |               |                |               |                |               |                |               |
| 1A2                               | SP-1, Div.1600         | Mobilization - Alternate                           | 1        | Each     | \$ 2,000.00         | \$ 2,000.00   | \$ 1,000.00    | \$ 1,000.00   | \$ 1,200.00    | \$ 1,200.00   | \$ 850.00      | \$ 850.00     |
| 2A2                               | SP-2, MUTCD            | Traffic Control                                    | 1        | L.S.     | \$ 1,000.00         | \$ 1,000.00   | \$ 500.00      | \$ 500.00     | \$ 600.00      | \$ 600.00     | \$ 450.00      | \$ 450.00     |
| 3A2                               | SP-3, Div.1300         | Asphaltic Concrete Overlay (BM-2) or HMA           | 200      | Tons     | \$ 70.00            | \$ 14,000.00  | \$ 72.00       | \$ 14,400.00  | \$ 91.00       | \$ 18,200.00  | \$ 74.00       | \$ 14,800.00  |
| 5A2                               | SP-5                   | Milling (2")                                       | 730      | S.Y.     | \$ 2.00             | \$ 1,460.00   | \$ 3.00        | \$ 2,190.00   | \$ 6.00        | \$ 4,380.00   | \$ 4.00        | \$ 2,920.00   |
| 9A2                               | TS-9, SD21-1, Div 2100 | Concrete Curb & Gutter (Match exist.- Type A Typ.) | 206      | L.F.     | \$ 38.00            | \$ 7,828.00   | \$ 87.00       | \$ 17,922.00  | \$ 83.00       | \$ 17,098.00  | \$ 45.00       | \$ 9,270.00   |
| 10A2                              | TS-10, Div. 6200       | Lawn Restoration (Behind Curb & Gutter repairs)    | 221      | S.F.     | \$ 1.00             | \$ 221.00     | \$ 5.00        | \$ 1,105.00   | \$ 7.00        | \$ 1,547.00   | \$ 4.50        | \$ 994.50     |
| 11A2                              | TS-11, Div 2100, Photo | Concrete Curb Inlet Transition (6' min. length)    | 15       | L.F.     | \$ 50.00            | \$ 750.00     | \$ 110.00      | \$ 1,650.00   | \$ 98.00       | \$ 1,470.00   | \$ 45.00       | \$ 675.00     |
| 12A2                              | TS-12, Div 2100        | Concrete Driveway Repair                           | 5        | S.Y.     | \$ 100.00           | \$ 500.00     | \$ 110.00      | \$ 550.00     | \$ 195.00      | \$ 975.00     | \$ 120.00      | \$ 600.00     |
| ALTERNATE #3 - Hickory Trail      |                        |  |          |          |                     |               |                |               |                |               |                |               |
| 1A3                               | SP-1, Div.1600         | Mobilization - Alternate                           | 1        | Each     | \$ 2,000.00         | \$ 2,000.00   | \$ 1,000.00    | \$ 1,000.00   | \$ 1,200.00    | \$ 1,200.00   | \$ 850.00      | \$ 850.00     |
| 2A3                               | SP-2, MUTCD            | Traffic Control                                    | 1        | L.S.     | \$ 1,000.00         | \$ 1,000.00   | \$ 500.00      | \$ 500.00     | \$ 600.00      | \$ 600.00     | \$ 450.00      | \$ 450.00     |
| 3A3                               | SP-3, Div.1300         | Asphaltic Concrete Overlay (BM-2) or HMA           | 130      | Tons     | \$ 70.00            | \$ 9,100.00   | \$ 72.00       | \$ 9,360.00   | \$ 95.00       | \$ 12,350.00  | \$ 74.00       | \$ 9,620.00   |
| 4A3                               | SP-4                   | Milling (0" to 2")                                 | 36       | S.Y.     | \$ 2.00             | \$ 72.00      | \$ 6.00        | \$ 216.00     | \$ 35.00       | \$ 1,260.00   | \$ 39.00       | \$ 1,404.00   |

|                    | Engineer's Estimate  | J.M. Fahey           | Superior Bowen       | Little Joe's         |
|--------------------|----------------------|----------------------|----------------------|----------------------|
| Base Bid           | \$ 483,204.50        | \$ 515,672.70        | \$ 562,464.75        | \$ 444,429.35        |
| Alternate #1       | \$ 17,072.00         | \$ 16,116.00         | \$ 22,660.00         | \$ 25,134.00         |
| Alternate #2       | \$ 27,759.00         | \$ 39,317.00         | \$ 45,470.00         | \$ 30,559.50         |
| Alternate #3       | \$ 12,172.00         | \$ 11,076.00         | \$ 15,410.00         | \$ 12,324.00         |
| <b>Grand Total</b> | <b>\$ 540,207.50</b> | <b>\$ 582,181.70</b> | <b>\$ 646,004.75</b> | <b>\$ 512,446.85</b> |

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator 

FROM: Mike Spickelmier, Director of Public Works *MWS 4/30/21*

DATE: April 30, 2021

SUBJECT: Sidewalk Cost Share Program

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**Policy Consideration:**

Sidewalk reimbursement was discussed with the Lansing City Council in a previous work session. This proposed plan has been revised in accordance with the guidance of that work session and is like those programs available in other municipalities. Due to the nature of the improvement, it is recommended the City reimburse at a rate of approximately 50% of the cost, with a maximum of \$5/s.f.

The sidewalk portion of the program is modeled after the programs in various cities of Kansas: Specifically, Leavenworth, KCK and McPherson. This has both a public service and code-based impact on residents. This is a way to lessen the burden on mandated maintenance and repair to residents.

<https://publichealthlawcenter.org/sites/default/files/resources/Kansas-Sidewalk-Liability-2016.pdf>  
<https://www.mcpcity.com/688/Sidewalk-Replacement-Program>  
<https://www.leavenworthks.org/cd/page/sidewalk-replacement-projects>  
<https://www.wycokck.org/PW/Programs.aspx>

**Financial Consideration:**

Establish the reimbursement rate of 50% of cost (Maximum at \$5.00 / s.f)  
Create a budget line item of \$2000 per year

**Action:**

Adopt the Sidewalk Cost Share Program as presented.



# Lansing KANSAS

## Sidewalk Cost Share Program

### **Purpose: Sidewalk Maintenance and Replacement assistance**

The City of Lansing recognizes the role that sidewalks and curb maintenance in preserving both the walkability, access and overall livability for the residents. We are also cognizant that the costs associated with the operation, maintenance and repair of these facilities is often expensive for individual property owners. To help offset some of these costs, Lansing is offering a first come first serve cost share program that is depended on eligibility and annual availability of funds.

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

1. **Application.** The resident must make application for the program along with the issuance of a permit, and all permit requirements, for the repair and/or replacement of the concrete sidewalk, prior to any work commencing.
2. **Specifications.** Any work performed will be in accordance with the current Technical Specifications as published. This includes but not limited to
  - a. Approved concrete mix design
  - b. Adequate steel reinforcing
  - c. Approved installation methods
  - d. ADA compliant
3. **Contractor Licensing.** Contractors performing the work must be in good standing with the City, and have all required licenses, insurance, bonds, etc. to do work.
4. **Self-Performance of work.** Homeowners performing the work themselves shall demonstrate adequate knowledge and technical skill to perform this work.
5. **Cost-Share:** The reimbursement rate is set at 50% of the cost to the homeowner, not to exceed \$5.00/s.f.
6. **Reimbursement.** Payment will be within 30 days of acceptance by City Staff (no pre-payment options)
7. **City Staff Approval.** Scope of work shall be limited to deteriorated areas, subject to the approval of City Staff.



# *Lansing KANSAS*

## *Sidewalk Cost Share Program*

Adopted by the City Council this 6<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Anthony R. McNeill, Mayor

ATTEST:



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

**END OF POLICY STATEMENT**

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator   
FROM: Jason Crum, Parks and Recreation Director   
DATE: April 28, 2021  
SUBJECT: Parks Master Plan Phase 1 design work

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In early 2021, staff developed a Request for Proposal / Qualifications for the Parks Master Plan phase 1 design work based on guidance from the City Council. The RFP/Q was released on January 20 with submittals due on March 3. Four submittals were received. The submittals were distributed to the Selection Committee. On March 16, initial rankings of the submittals were due. On March 18, the Selection Committee met to discuss the rankings. The Committee decided to invite the top candidates for interviews on March 30. After the interviews, the committee agreed upon a preferred firm for the project, Vireo. A Committee comprised of Tim Vandall, Mike Spickelmier and I reviewed the proposed Scope of Services and provided feedback to Vireo. Attached is a contract and scope of services for the project.

Financial Consideration:

This design work will be paid for from the sales tax revenue allotted to parks and recreation in the Sales Tax (\$.45) Fund and reserves in the Special Parks and Recreation Fund.

Policy Consideration: N/A

Action: a motion to authorize or deny the Mayor the authority to execute the contract with Vireo.

**AGREEMENT BETWEEN CLIENT AND CONSULTANT**  
for Design/Construction Projects



**CONSULTANT:** Vireo (Patti Banks Associates LLC dba Vireo)  
**CLIENT:** City of Lansing, Kansas  
**PROJECT:** Park Improvements to Kenneth W. Bernard Park and Lansing City Park.

**DATE ISSUED:** April 28, 2021

Whereas, The City of Lansing, Kansas, CLIENT, has solicited the services of Vireo, CONSULTANT, to perform professional consulting services in connection with the PROJECT as listed above. This AGREEMENT shall consist of the SCOPE OF SERVICES and GENERAL PROVISIONS, and any exhibits attached thereto for the Project.

**DESCRIPTION OF PROJECT:**

**Kenneth W. Bernard Park:**

- A 5-field baseball/softball complex (native turf) with 100 +/- parking lot
- A concession/restroom/storage structure in the center of the baseball/softball Complex

**Lansing City Park**

- A destination splash park
- A medium shelter
- The use of the existing parking lot and restroom facility

**SCOPE OF SERVICES and FEE ESTIMATE:**

See Attachment A

This AGREEMENT is subject to the General Conditions attached hereto.

**COMPENSATION:**

Lump Sum (Includes expenses) \$ 466,076.75

For Hourly Rate Agreements, a Schedule of Hourly Rates is attached and shall be referenced when CONSULTANT invoices CLIENT. For Hourly Rate Agreements, all expenses shall be billed at cost and will be paid to CONSULTANT.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

**APPROVED & ACCEPTED:**

**CLIENT:** The City of Lansing, Kansas

**CONSULTANT:** Vireo (Patti Banks Associates LLC dba Vireo)

\_\_\_\_\_  
Sign Date  
Print Name: \_\_\_\_\_

*Linda deFlon* 04/29/2021  
\_\_\_\_\_  
Linda deFlon, Owner Date

**ATTEST:**  
\_\_\_\_\_  
Sign Date  
Print Name: \_\_\_\_\_

**ATTEST:**  
*Larry Reynolds* 04/29/2021  
\_\_\_\_\_  
Larry Reynolds Date

## SCOPE OF SERVICES

### Improvements to Bernard & City Parks Lansing | Kansas

#### **Project Understanding**

The City of Lansing, Kansas completed the first ever Activate Lansing Park System Master Plan in early 2020. The plan was the culmination of many hours of consultant, elected official, board member and staff work and input from the community. The plan identified citizen's needs for recreation and aquatics within the City and strategies to meet those needs. As the City continues to grow, meeting these needs will become fundamental to providing a higher quality of lifestyle for the residents while promoting a strong image and character of the City of Lansing.

The first step in the implementation of the Park System Master Plan focuses on two parks, Bernard Park and City Park. This step does two things it relocates sports activities to Bernard Park and frees up space at City Park to be repurposed to more of a destination style park for family and neighborhood activities. Improvements to Bernard Park will focus on the development of a 5-field baseball/softball complex of native turf with a parking lot for approximately 100 cars. Also included is a concession/restroom/storage facility and the necessary utility extensions for the development. The City hopes to also develop 2 soccer fields however, this is not included in this overall project budget but the City would like secure additional funding to complete this aspect with the development of the ballfields.

Improvements to City Park will focus on the development of a destination-style splash park, a new medium-sized shelter and reuse of the exiting parking lot and restroom facility. These improvements will be the first pieces to delivering the most requested amenities to the citizens. It will also begin to transition the park back to more neighborhood type of functions.

#### **BASE SERVICES**

**PHASE 1: CONCEPT DESIGN** - During conceptual design, the Vireo Project Team will utilize the concepts development in the Activate Lansing Park Master Plan process. The Team will refine these concepts, review existing conditions, complete a site survey for each park and begin tracking estimated project costs.

**Task 1.1 – Existing Conditions** - The first step will be to gather and review existing studies, plans, as-built information, other data, and meet with staff to further understand the complexities of the project.

#### **TASK 1.2 – Site Survey –**

- A. Obtain latest Leavenworth County GIS data for each park (approximately 128 acres Bernard Park and 22 Acres City Park).
- B. Set project control and project benchmarks for future reference by the consultant and contractor.
  1. Kenneth Bernard Park (KBP) – Set 10 control and 10 benchmarks
  2. City Park – 5 Control and 5 Benchmarks
- C. Provide survey of public utilities at the perimeter of the Park along Gillman Road. Site utility information shall be based on contact with One Call and local utilities for ground marking.
- D. Provide topographic survey of the project area tied to NAVD 88 vertical elevation datum. The survey will also include any visible features such as hardscape limits, sidewalks, parking lots, driveway entrances, permanent structures, local high/low points, groundcover information, ground level utility locations, and underground utility locations as marked in the field by one-call services and City Staff, and other general on-site features. Limits of the topography survey will encompass the following:

- a. Kenneth Bernard Park approximately 27 acres as depicted below:



- b. City Park approximately 12 acres as depicted below:





Topographic survey data collection shall be utilized to create the design base map with 1' contours, local high/low points, groundcover information, and hardscape limits.

- E. Provide a digital CAD drawing of the existing conditions for each site in NAD83 State Plane coordinates for the design consultants planning and concept designs.
- F. Establish sufficient sectional/subdivision and plat/property control to delineate the following:
  - 1. Kenneth Bernard Park - Gilman Road right of way and easements. Obtain and review three (3) title reports for subject property encumbrances.
  - 2. City Park – Establish the north, west, and south property line/right of way. Obtain and review one (1) title report.
- G. Provide digital CAD drawing of the existing conditions in NAD83 State Plane coordinates for the design consultant's team for planning and design.

**TASK 1.3 – Bernard Park Concept Plan** – The Vireo Project Team will design the ballfields to be appropriate for the intended users, providing the correct level of finish and amenity, and providing the greatest possible degree of programming flexibility. Issues addressed include:

- Consider not only game activity, but practices and warm-up.
- Player safety, in terms of the backstops, walls, fences, dugouts, as well as playing surfaces, both skinned and grass.
- Spectator safety and comfort including access to facilities (restrooms and concessions), viewing choices, foul ball precautions, and shade.
- Facility maintenance.
- Irrigation Alternatives Analysis – the Design Team will provide information on typical construction and on-going operations & maintenance requirements and costs for an automatic irrigation system. The design team will include options for various levels, or phases, of irrigation installation. The Design Team will work with the City to determine an approach that is appropriate for the desired performance relative to budget and maintenance capacities.

Our team will be responsive to the existing site contours during site layout and grading design to minimize costs for earthwork and drainage. We will carefully consider the requirements for smooth and safe traffic flow in to and out of the ball field area, including consideration for drop-off/pickup locations to allow ease of use for patrons.

We will design buildings that add to the visual interest of the park and help to orient users to the appropriate service areas and entrances. All built features, and in particular the concessions and restrooms building will be designed for ease of use, cleaning, durability, and long-term maintenance. Incorporate the goals of universal access for paths and sidewalks to park areas and activities. Wherever possible, the accessible route should be the primary route to a site feature.

**TASK 1.4 – City Park Concept Plan** – Our team will engage the Park Board or Steering Committee in the development of the splash park and shelter area. Our team believes, a primary benefit of splash parks is to provide an exciting level of water recreation for the community while keeping maintenance and operations costs and efforts in check. Therefore, there should be a significant amount of focus on selecting components and designing systems that are sustainable for the city's staff to operate. This is often overlooked during the design phases of the project, resulting in less than optimum conditions for the caretakers of the splash park.

Splash parks demand specific design considerations to make the facility safe and sustainable to operate. With water quality being a critical component, discussing the daily maintenance and system options early in the project is key. A priority should be placed on providing adequate storage of water to be treated, so that it buffers the water against harsh swings in quality during peak use. Additionally, short turnover periods with higher recirculation rates, optimum sized filters, and treatment systems will save countless hours of time and expense to maintain.

## ATTACHMENT A

Nothing is more defeating to operators of a new splash park than to discover that the systems require a great deal of time and expense to operate. This can entirely erase the benefit splash pads offer in providing water recreation with reduced labor and costs to operate. We understand these issues and will place appropriate attention to sustainable design.

Additionally, many splash park systems are designed by the manufacturers who sell and profit from the equipment specified. This common conflict of interest produces many designs for splash pads that fall short in selecting the best equipment and systems for the operator. Our team is independent and free from any such conflicts. Our only goal is to provide you with a system you can maintain using a value-based decision process in which you are actively involved.

We will design the shelter to add to the visual interest of the City Park and consider finishes and materials which provide for the ease of use, cleaning, durability, and long-term maintenance.

Our team will be responsive to the existing site contours during site layout and grading design to minimize costs for earthwork and drainage.

We will integrate the existing parking lot and restrooms so the sidewalks from the existing facilities provide for universal access to the splash park and shelter. Wherever possible, the accessible route should be the primary route to a splash park and shelter.

The Team will provide graphic representation of the park concepts which illustrate the proposed improvements.

**TASK 1.5 – Opinion of Costs** – A conceptual level Opinion of Costs will be prepared for each park during this task that can be used to confirm or adjust construction budgets.

**TASK 1.6 – Meetings / Presentations** – Vireo Design Team will facilitate up to 4 meetings/presentations to obtain input and share draft and final concepts with Staff, Project Committee, and Park Board. Prior to moving into the 50% Construction Document Phase an approved plan for both parks will be obtained.

- A. Kick-Off Meeting with Staff and Project Committee.
- B. Preliminary Concept Review with Staff & Project Committee.
- C. Final Concept presentation to Staff & Project Committee for approval.
- D. Presentation to City Council for approval. It is understood that the Parks and Recreation Advisory Board (PRAB) will be invited to attend the City Council meeting, no additional presentations will be made specifically for PRAB.

**PHASE 2 – DESIGN DEVELOPMENT (50% Construction Documents)** - The Vireo Design Team will prepare the required documentation, including detailed plans, construction details and specifications to ensure a constructible park project. Park plans shall include the following to begin to define the park elements:

**Task 2.1 – Bernard Park:**

- A. **Athletic Fields** – Fine grading, drainage, field mixes, turf, irrigation, fences, dugouts, and lighting.
- B. **Concession\Restroom Building** – floor plan, elevations, sections, mechanical systems.
- C. **Parking Lot** – Parking lot and drive plans.
- D. **Utilities** – Coordinate, investigate, and negotiate availability of utilities (water, sewer, and electric) in the immediate area and provide schematic layout for public extensions and service line connections to proposed concession building, sports fields, and parking lot.
- E. **Site Hardscape** – walks, plazas, seating & other amenities.

- F. **Grading & Drainage for the Park** – conceptual contour plans and erosion control plans. Prepare storm drainage report in accordance with City ordinances. Report shall include detailed analysis of storm drainage requirements for the proposed improvements in this scope of services and level of service for water quality analysis for selection of BMP improvements in accordance with City ordinances and standard practices.
- G. **Site Landscape** – trees and planting bed locations.
- H. **Opinion of costs** - An updated Opinion of Costs will be prepared.

**Task 2.2 – City Park:**

- A. **Splash Park Concept** – site plan and mechanical, electrical, and plumbing requirements, recirculating systems, or flow through system.
  - 1. Prepare the required documentation, including detailed plans, construction details and specifications to ensure a constructible park project.
  - 2. Develop preliminary piping plans.
  - 3. Develop preliminary treatment system design and equipment.
  - 4. Develop wet deck preliminary details.
  - 5. Provide preliminary selection of materials and products.
- B. **Medium Shelter** – floor plan and elevations.
- C. **Site Hardscape** – walks, seating to connect to existing facilities.
- D. **Grading & Drainage** – conceptual contour plans and erosion control plans. Obtain copy of the current Flood Insurance Study and HEC-RAS model from FEMA. Update the model to show corrective effective model and provide developed conditions model for proposed site improvements without creating any rise to the flood plain. Prepare City of Lansing floodplain development permit and associated documents that include notifications sent to all relevant state and federal agencies for permitting requirements, preparation of floodplain development exhibit, and pre-construction no-rise certification.
- E. **Utilities** – Coordinate and investigate availability of utilities (water, sewer, and electric) in the immediate area and provide schematic layout for public extensions and service line connections.
  - a. **Water**
    - i. In cooperation with LanDel's engineer (Napier), model water supply using Kentucky Pipe software to ensure water service provides pressure and flow rates sufficient for splash park.
    - ii. Coordinate water meter configuration between owner and water district. If feasible, connect to existing meter and service line.
  - b. **Sanitary Sewer**
    - i. Perform scope of existing sanitary service line and confirm integrity.
    - ii. Provide connection to sanitary sewer main for splash park, as warranted.
  - c. **Electric**
    - i. Inventory existing site infrastructure and potential routing. Analyze splash park pump requirements and investigate a decrease in service level at this site with Evergy.
- F. **Site Landscape** – trees and planting bed locations.
- G. **Opinion of costs** - An updated Opinion of Costs will be prepared.

**Task 2.3 – Geotechnical Services** – A geotechnical investigation for Bernard Park was conducted in 2007 by Alpha-Omega Geotech and included 14 borings. The site is generally clay with refusal at depths of 9.5-28 feet with some occurrences of weathered sandstone at low lying areas and ridges. Prior to final construction documents additional geotechnical borings may be warranted at both park locations in the proposed locations of buildings, parking lots, on-site sanitary treatment facilities, or areas of significant grading cut.

**TASK 2.4 – Meetings / Presentations** – Vireo Design Team will facilitate the following meetings.

- A. Design Review & Coordination with City Staff & Project Committee – up to 2 meetings.
- B. Parks Advisory Board – 1 meeting to update progress upon completion of 50% drawing set.
- C. City Council – 1 meeting to update progress.

**TASK 2.5 – LWCF Grant Assistance** – Vireo will coordinate, write, prepare, and submit an LWCF grant proposal for funding of park improvements. It is anticipated that the City will aid as needed by providing information, documents, or signatures, but Vireo will do the bulk of work required.

**PHASE 3 – CONSTRUCTION DOCUMENTS** - The Vireo Design Team will further develop the Construction Drawings upon approval of the 50% set and complete the Final Construction Documents and Bid Plans. The Construction Documents will be submitted for review by City Staff at 90% and 100% progress.

**Task 3.1 – Bernard Park**

- A. Athletic Fields – Establish spots elevations for fine grading, drainage, field mixes, turf, irrigation, fences, dugouts, and lighting.
- B. Concession/Restroom Building – final floor plan, elevations, sections, buildings material and mechanical systems.
- C. Parking Lot – Parking lot and drive plans.
- D. Site Utilities - Continue to coordinate water, sewer, and electrical service to both Parks and submit required plans for approval.
  - 1. Site utility service extension plans for water. We understand there are no utilities within the site. Public water is located along Gillman Road.
  - 2. On-site Sanitary Sewer will be designed to be treated on-site in the near term with a traditional lateral field system.
  - 3. Coordinate and prepare utility service connection plan for extension of electrical services into the park and connection of structures. Additional conduits will be placed for future communication or other services as deemed necessary by the City.
- E. Site Hardscape – walks, plazas, seating & other amenities.
- F. Grading & Drainage for the Park – final contour plans and erosion control plans. Provide drainage map and storm water calculations in accordance with City requirements. Provide storm drainage system plans and details in accordance with the standard ordinances and practices of the City. Storm system plans are anticipated to be open ditch with piped areas for vehicle and pedestrian crossings.
- G. Site Landscape – trees and planting bed locations.
- H. Opinion of costs - An updated Opinion of Costs will be prepared.
- I. Technical Specifications for the improvements will be completed for inclusion in the City's front-end specification and development of the Project Manual.

- J. Review - The Construction Documents will be submitted for review by City Staff at 95% progress. Review comments will be incorporated into the documents and a final 100% set issued to the Client.

**Task 3.2 – City Park**

- A. Create final design details and specifications including the following:
  - a. Splash pad features, pumping, piping, and controls equipment
  - b. Water storage collection system, structures, and treatment equipment
  - c. Splash pad wet deck structure
  - d. Electrical power for pumps and related equipment
  - e. Electrical bonding requirements for wet deck area and splash pad equipment
- B. Assist with permitting by completing plan review application, including coordination with health department plan reviewers Medium Shelter – final floor plan and elevations.
- C. Site Hardscape – walks, connections to existing features.
- D. Grading & drainage.
- E. Site Landscape – trees and planting bed location.
- F. Opinion of costs - An updated Opinion of Costs will be prepared.
- G. Technical Specifications for the improvements will be completed for inclusion in the City's front-end specification and development of the Project Manual.
- H. Review - The Construction Documents will be submitted for review by City Staff at 95% and 100% progress.

**Task 3.3 – Permitting** - Continue to coordinate and get approval from KDHE for Stormwater permit, DWR for Floodplain Permit and the City for Floodplain Development.

**Task 3.4 – Meetings / Presentations** – Vireo Design Team will facilitate the following meetings.

- A. Design Review & Coordination with City Staff & Project Committee – up to 2 meetings.
- B. Parks Advisory Board – 1 meeting to update progress upon completion of 95% drawing set.
- C. City Council – 1 meeting to update progress and present final drawings.

**OPTIONAL SERVICES** – At this time, these services are not desired by the City and are not included in the base services. The Vireo Team will honor the scope of services shown below at the price indicated for a period of 3 months from the date of delivery of 95% Construction Documents.

**PHASE 4: BIDDING**

**Task 4.2 – Bidding Services:**

- A. **Bid Plans** – Construction Bid Plans and Specifications will be provided to City Staff in electronic format for plan distribution.
- B. **Bid Estimate** – The Vireo Team will bid the project, providing a final opinion of construction cost, for use when evaluating bids received.

- C. Pre-Bid Meeting – The Vireo Team will hold a pre-bid meeting to discuss project goals and requirements and to answer contractor questions.
- D. Bid Evaluation – The Vireo Team will assist City Staff in evaluating bids received and selecting a qualified contractor.

**PHASE 5: CONSTRUCTION ADMINISTRATION AND OBSERVATION**

**Task 5.1 – Construction Administration & Observation**

- A. Pre-Construction Conference – The Vireo Team will attend to discuss project goals, requirements, and schedules. Digital information will be provided to the contractor at this time.
- B. Shop Drawing & Submittal Review – The Vireo Team will review and approve or provide direction for all required shop drawings and submittals.
- C. Construction Administration Meetings – The Vireo Team will conduct Construction Administration Meetings throughout the construction period and coordinate with the City for up to six (6) meetings.
- D. Site Observation – The Vireo Team will provide on-site construction observation at identified construction milestones and Coordinate with City Staff on progress.
  - 1. Bi-Weekly Site Visits: 10 Site Visits (6 of the site visits shall be completed at the same time as the monthly progress meetings)
  - 2. Additional Unexpected Site Visits: 2 Site Visits
- E. Pay Application Review – Vireo will review the contractor's pay applications and coordinate with the City for the approved items and quantities.
- F. Project Close-Out – Vireo will conduct two (2) final walkthroughs to complete a preliminary and final punch list.
- G. Warranty Assistance – Vireo will attend a final warranty walk-through 1-year after substantial completion and assist with any warranty items in need of correction.

**Fee Estimate**

**PHASE 1: CONCEPT DESIGN (both parks)**

|   |                     |
|---|---------------------|
| 1. Site Surveys.....  | \$42,370.00         |
| 2. <u>Concept Plans, Site Visit, Costs, Meetings/Presentations.....</u> | <u>\$96,995.00</u>  |
| <b>Subtotal</b>   | <b>\$139,365.00</b> |

**PHASE 2: DESIGN DEVELOPMENT (both parks)**

|  |                     |
|--|---------------------|
| 1. Geotech.....                                | \$5,000.00          |
| 2. <u>Plans, Costs, Meetings/Presentations</u> | <u>\$130,600.00</u> |
| <b>Subtotal</b>                                | <b>\$135,600.00</b> |

**PHASE 3: CONSTRUCTION DOCUMENTS (both parks)**

|  |                     |
|--|---------------------|
| 1. Plans, Specifications, Costs, Meetings/Presentations..... | \$182,366.75        |
| 2. <u>Permitting</u>   | <u>\$8,745.00</u>   |
| <b>Subtotal</b>  | <b>\$191,111.75</b> |

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|   |                     |
|---|---------------------|
| <b>TOTAL BASE SERVICES (PHASES 1-3)</b> | <b>\$466,076.75</b> |
|---|---------------------|

**OPTIONAL SERVICES (both parks)**

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|                                 |             |
|---------------------------------|-------------|
| PHASE 4: BIDDING SERVICES ..... | \$21,880.00 |
|---------------------------------|-------------|

|   |             |
|---|-------------|
| PHASE 5: CONSTRUCTION ADMINISTRATION & OBSERVATION..... | \$78,715.00 |
|---|-------------|

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|   |                     |
|---|---------------------|
| <b>TOTAL OPTIONAL SERVICES (PHASES 4&amp;5)</b> | <b>\$100,595.00</b> |
|---|---------------------|

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|--|---------------------|
| <b>TOTAL ALL SERVICES &amp; PHASES</b> | <b>\$566,671.75</b> |
|--|---------------------|

## VIREO GENERAL PROVISIONS

### **SECTION 1 - ADDITIONAL SERVICES OF VIREO**

1.1. Unless otherwise expressly included, Vireo's normal and customary landscape architecture/planning services described here or in the Agreement do not include the following categories of work which shall be referred to as Additional Services.

1.2. If Client and Vireo mutually agree to perform any of the following Additional Services, Client will provide written approval of the agreed upon scope of services, and Vireo shall perform or obtain from others such services and will be paid therefore as provided in the Agreement. Either Client or Vireo may elect not to perform all or any of the following Additional Services without cause or explanation:

1.2.1. Preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

1.2.2. Services resulting from significant changes in the general scope, extent or character of the Project or major changes in documentation previously accepted by Client where changes are due to causes beyond Vireo's control.

1.2.3. Providing renderings or models in addition to those listed in Basic Services.

1.2.4. Preparing documents for alternate bids requested by Client for work which is not executed or for out-of-sequence work.

1.2.5. Furnishing the services of independent professional associates or consultants for work other than Basic Services.

1.2.6. Preparation of operating and maintenance manuals to supplement Basic Services.

1.2.7. Services to redesign some or all of the Project.

1.2.8. Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding except where required as part of Basic Services.

1.3. When required by the Agreement or Contract Documents in circumstances beyond Vireo's control, Vireo shall perform or obtain from others any of the following Additional Services as circumstances require during construction and without waiting for specific instructions from Client, and Vireo will be paid therefore as provided in the Agreement:

1.4. Services in connection with work directive changes and change orders to reflect the changes requested by Client if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

1.5. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor; and evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

1.6. Additional or extended services during construction made necessary by (1) work damage by fire or other causes during construction, (2) a significant amount of defective, inefficient or neglected work by any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor.

### **SECTION 2 - CLIENT'S RESPONSIBILITIES**

2.1. Client shall provide all criteria and full information as to Client's requirements for the Project; designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the

Project; examine and respond promptly to Vireo's submissions; and give prompt written notice to Vireo whenever Client observes or otherwise becomes aware of any defect in Vireo's service.

2.2. Client agrees to pay Vireo the amounts due for services rendered and expenses within thirty (30) days after Vireo has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Vireo written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Vireo the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

2.2.1. If Client fails to make any payment due Vireo for services and expenses within thirty (30) days after receipt of Vireo's statement therefore, Vireo may, after giving seven days' written notice to Client, suspend services to Client under this Agreement until Vireo has been paid in full all amounts due for services, expenses and charges.

2.3. Payments to Vireo shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from Vireo's compensation for any reason unless Vireo has been found to be legally liable for such amounts.

2.4. Client shall also do the following and pay all costs incident thereto:

2.4.1. Furnish to Vireo any borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which Vireo may rely upon in performing services hereunder.

2.4.2. Guarantee access to and make all provisions for Vireo to enter upon public and private property.

2.4.3. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.4.4. If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating the activities of the various prime contractors.

2.5. Client shall pay all costs incident to obtaining bids or proposals from Contractor(s).

2.6. Client shall pay all permit application review costs for government authorities having jurisdiction over the Project.

2.7. Contemporaneously with the execution of the Agreement, Client shall designate in writing an individual to act as its duly authorized Project representative.

### **SECTION 3 - TERMINATION**

3.1. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice of default for any of the following reasons provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

3.1.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;



3.1.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

3.1.3. Suspension of the Project or Vireo's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

3.1.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

3.2. In the event of a "for cause" termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Vireo for all services rendered and all reimbursable costs incurred by Vireo up to the date of termination, in accordance with the payment provisions of this Agreement.

3.3. The Client may terminate this Agreement for the Client's convenience and without cause upon giving Vireo not less than seven (7) calendar days' written notice. In the event of any termination that is not the fault of Vireo, the Client shall pay Vireo, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Vireo in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Vireo in preparing or negotiating any proposals submitted to Client for Vireo's Basic or Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of not less than 10% of Vireo's actual costs incurred.

## **SECTION 4 - DISPUTE RESOLUTION**

### **4.1. Mediation**

4.1.1. All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

4.1.2. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

4.1.3. Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **4.2. Arbitration or Litigation**

4.2.1. Vireo and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Vireo, the Project or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Vireo and Client agree that all Disputes, arising out of this Agreement or related to the services provided under this Agreement shall be resolved by binding arbitration or litigation at the sole discretion and choice of Vireo. If Vireo chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

4.2.2. Client hereby agrees that Vireo shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Vireo and a subconsultant or subcontractor of Vireo or Vireo and any other person or entity, regardless of who originally initiated such proceedings.

4.2.3. If Vireo chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project, provided that if arbitration or litigation is commenced prior to the completion of the Project, the obligations of the parties under the terms

of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in the County and State of the project location, or in the State of Vireo's home office, Missouri.

4.2.4. The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

## **SECTION 5 - MISCELLANEOUS**

### **5.1. Reuse of Documents**

5.1.1. All documents, including Drawings and Specifications prepared or furnished by Vireo (and Vireo's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project and Vireo shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Vireo for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Vireo, or to Vireo's independent professional associates or consultants, and Client shall indemnify and hold harmless Vireo and Vireo's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Vireo to further compensation at rates to be agreed upon by Client and Vireo.

### **5.2. Electronic Files**

5.2.1. By accepting and utilizing any electronic file of any drawing, report or data transmitted by Vireo, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Vireo, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Vireo and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Vireo specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Vireo, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Vireo or from any reuse of the electronic files without the prior written consent of Vireo.

### **5.3. Reimbursable Expenses**

5.3.1. The expenses incurred by Vireo or Vireo's independent professional associates or consultants directly or indirectly in connection with the Project, and shall be included in periodic billing as applicable as follows:

| <u>Classification</u>  | <u>Costs</u> |
|------------------------|--------------|
| Mileage                | IRS Rate     |
| Duplication / Printing |              |

|   |                  |
|---|------------------|
| In-house  | Actual Cost      |
| Outside   | Actual Cost+10%. |
| Meals   | Actual Cost      |
| Postage & Shipping Charges<br>for Project Related Materials | Actual Cost      |
| Film and Photo Developing                                   | Actual Cost+10%  |
| Telephone and Fax Transmissions                             | Actual Cost+10%  |
| Miscellaneous Materials & Supplies                          |                  |
| Applicable only to this Project                             | Actual Cost+10%  |
| Subconsultants  | Actual Cost+10%  |

**5.4. Opinions of Cost**

5.4.1. Since Vireo has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Vireo's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of Vireo's experience and qualifications and represent Vireo's best judgment as an experienced and qualified professional landscape architect, familiar with the construction industry; but Vireo cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Vireo. If prior to the Bidding or Negotiating Phase Client wishes greater assurance as to Total Project or Construction Costs, Client shall employ an independent cost estimator. Vireo's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services and paid for as such by Client.

**5.5. Construction Observation**

5.5.1. The visual observation of the Contractor's completed work to permit Vireo, as an experienced and qualified professional, to determine that the inspected work, generally conforms to the Contract Documents. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. In making such visual observations, Vireo makes no guarantees for, and shall have no authority or control over, the Contractor's performance or the Contractor's failure to perform any work in accordance with the Contract Documents. Vireo shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the Contractor.

**5.6. Insurance**

5.6.1. Vireo's current general and professional liability insurance and workmen's compensation insurance to protect it from claims for bodily injury, death, property damage, and errors and omissions, as may arise from the performance of services is as follows:

|                              |                       |
|------------------------------|-----------------------|
| Commercial General Liability | \$1,000,000           |
| Workers' Compensation        | \$100,000 / \$500,000 |
| Professional Liability       | \$1,000,000           |
| Automobile Liability         | \$1,000,000           |

5.6.2. As required by Client, Vireo shall name the Client as an additional insured of said policy and shall provide a certificate indicating such.

**5.7. Controlling Law and Venue**

5.7.1. The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Missouri or the State of the project locale. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Missouri or the project State locale.

**5.8. Subconsultants**

5.8.1. Vireo may utilize as necessary in its discretion Subconsultants and other subcontractors. Vireo will be paid for all services rendered by

its subconsultants and other subconsultants as set forth in this Agreement.

**5.9. Assignment**

5.9.1. Client and Vireo each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Vireo (and to the extent permitted by paragraph 5.9.2 the assigns of Client and Vireo) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.9.2. Neither Client nor Vireo shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Vireo from employing such subconsultants and other subcontractors as Vireo may deem appropriate to assist in the performance of services under this Agreement.

5.9.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Vireo, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Vireo and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

**5.10. Indemnity**

5.10.1. Vireo and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to personal injury or property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

**5.11. Limitation on Damages**

5.11.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Vireo, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Vireo shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

5.11.2. Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Vireo's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Vireo under this Agreement, shall not exceed the cost of attached services. Client acknowledges that such causes include, but are not limited to, Vireo's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**5.12. Entire Agreement**

5.12.1. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Vireo.

### **5.13. Liens**



5.13.1. Pursuant to Missouri Statute: "NOTICE TO OWNER - FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE."

The City of Lansing assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low-income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Lansing further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator   
THRU: Matthew Schmitz, Community and Economic Development Director  
FROM: Rebecca Savidge, City Inspector   
DATE: April 29, 2021  
SUBJECT: Structure Removal Cost Share Application – 1101 North 2<sup>nd</sup> St

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**Explanation:** The property owner at 1101 North 2<sup>nd</sup> St is requesting that the city reapprove the cost share program application for 1101 North 2<sup>nd</sup> Street. This cost share was approved in 2019, but was not utilized at that time, in the 90-day time frame the policy states the work needs to be completed. Bids from two local contractors are included for review. It should be noted that neither bid covers asbestos identification and removal, which would be in addition to the bid costs. There is one accessory structure which will need to be removed offsite within (60) days. Per code, an accessory structure cannot remain onsite without a primary structure.

**Policy Considerations:** The City's payment to the contractor would be released within thirty (30) days once the site has been cleared, a final inspection has been completed by the City Inspector and owner's payment to the contractor has been verified by contractor. The City's structure removal policy only offers to assist with half of the demolition costs up to \$4,000.

**Financial Consideration:** The low bid was \$7,000; the Council could contribute 50% of the demolition costs for \$3,500.

**Action:** Approval \$3,500 of removal costs (50%) lowest bid or deny request for structure removal assistance at 1101 North 2<sup>nd</sup> Street, Lansing, Kansas.



**CITY OF LANSING**

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

ATTN: D. SAVAGE

**APPLICATION FOR STRUCTURE REMOVAL COST SHARE**

Applicant's Name (Property Owner): GEORGE E. & RUBY M. EISENRING

Authorized Agent (if applicable): \_\_\_\_\_

Address of Property to be Considered for Cost Share: 1101 N 2ND ST

City: LANSING State: KS Zip: 66043

Telephone Number: (Daytime) 321-333-2271 (Evening) 321-333-2271

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)? 1

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 WILL PAY IMMEDIATELY
2. Proof that the owner has paid the contractor in full if payment is due to owner; and TO WHOM???
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.*

Ruby M. Eisenring  
Signature of Applicant

4-15-2021  
Date

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

Application Received By: [Signature] 4-16-21  
Signature Date

Date Considered by City Council: \_\_\_\_\_ Approved or Disapproved: \_\_\_\_\_

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

# LINAWEAVER CONST., INC

719 GILMAN RD.

LANSING,KS 66043

George & Ruby Eisenring

PROJECT: DEMO HOUSE AT 1101 N 2<sup>ND</sup> STREET LANSING,KS

We propose to demo house and haul off site, cap water line and sewer line,  
Fill hole with dirt and seed.

Total \$ 8,500.00

Thank you,

Mark linaweaver

TMK Complete Construction  
Tyler Dennison  
719 NE 98 Terrace  
Kansas City, MO 64155

**To:**

City of Lansing  
730 1<sup>st</sup> Terrace 2  
Lansing, KS 66043

**Invoice Date: 4/22/2021**

| Date      | Address                           | Description                                    | Amount   |
|-----------|-----------------------------------|--|----------|
| 4/22/2021 | 1101 North 2 <sup>nd</sup> Street | Demolition of house, finish lot to final grade | 7,000.00 |

**Total: \$7,000.00**

**Prompt Payment is Appreciated!**

## Rebecca Savidge

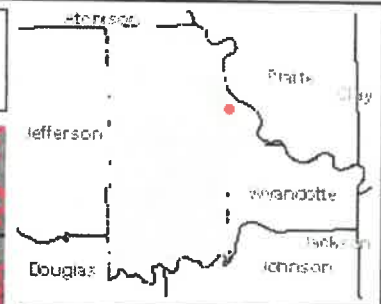
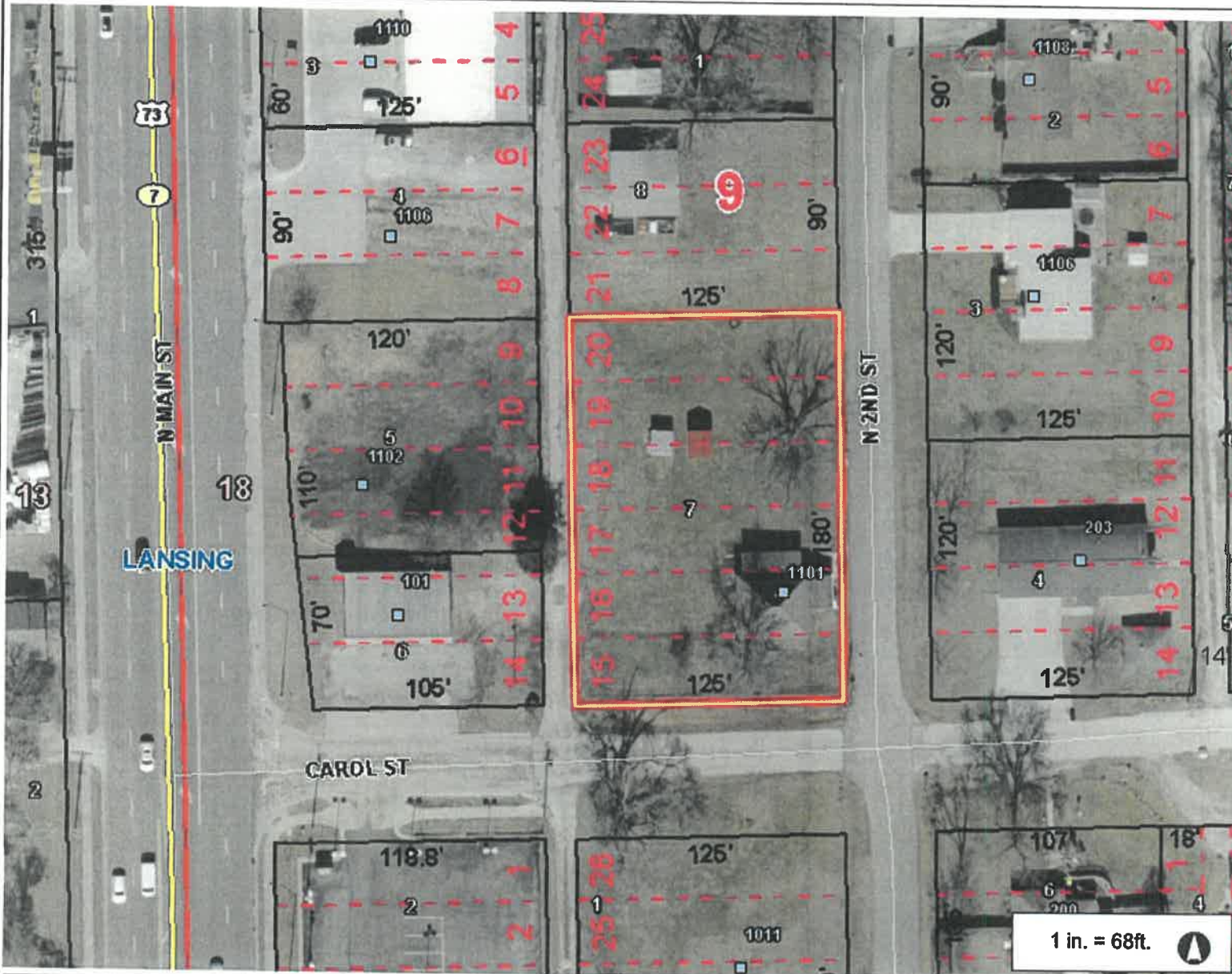
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**From:** tyler dennison <tylerd327@gmail.com>  
**Sent:** Saturday, April 3, 2021 11:35 AM  
**To:** Rebecca Savidge  
**Subject:** [EXTERNAL] BID FOR HOUSE DEMOLITION

We propose to demolish the house on 1101 north second street for the sum of \$7,000(seven thousand dollars)We require the \$7,000 to be paid at end of the project. Scope of work includes demolishing the remainder of the house, hauling off the debris, and grading everything out with fresh dirt. We will also put down hay and grass seed at the end of every job we do. Any and all salvage belongs to the contractor. We will obtain any and all necessary documents and permits required; All work is to be performed to Lansing Kansas specifications. Thank you, Tyler Dennison 816-337-2654

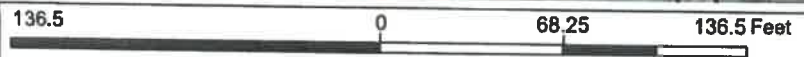


# Leavenworth County, KS



- Legend**
- Address Point
  - Parcel Number
  - Lot Line
  - Parcel
  - City Limit Line
  - Major Road
  - == <all other values>
  - == 70
  - Road
  - + Railroad
  - Section
  - Section Boundaries
  - County Boundary

**Notes**





1 in. = 68ft.

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**

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator   
FROM: Matthew R. Schmitz, Director, Community & Economic Development   
DATE: May 6, 2021  
SUBJECT: Ordinance No. 1061: An Ordinance amending the Future Land Use Map of the City of Lansing, Kansas

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**Explanation:** During the past year, the Planning Commission has looked at and commented on the Future Land Use Map when reviewing submitted rezoning requests and site plans in the City. As a result, the Planning Commission requested that Staff present an updated Future Land Use Map to them for their review.

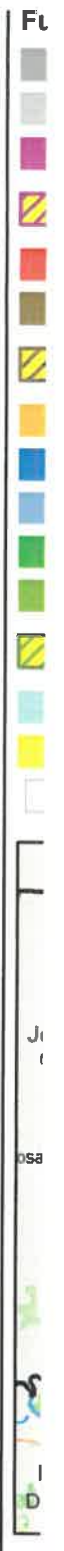
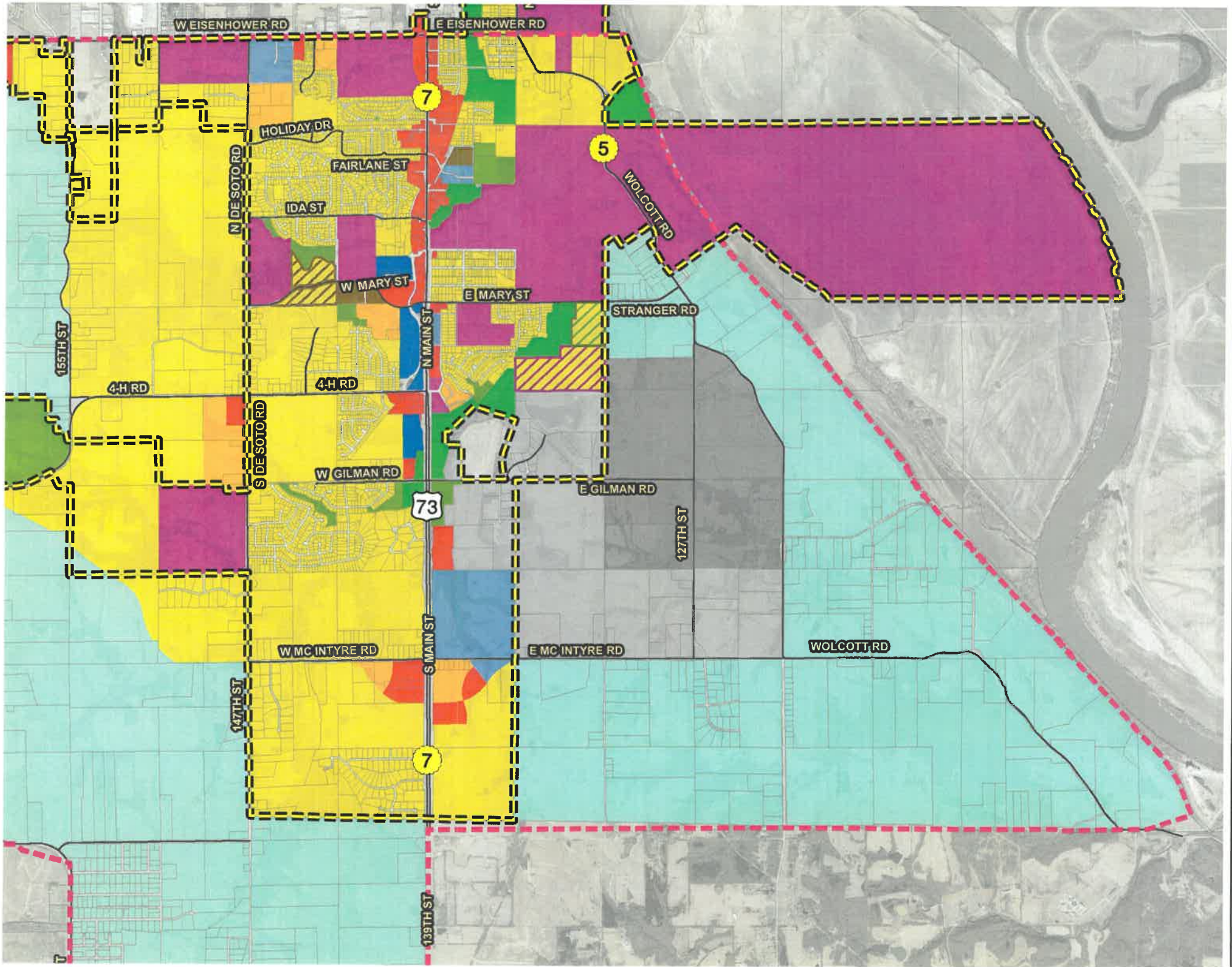
During the April Planning Commission meeting, Staff presented a Future Land Use Map that showed two proposed changes:

1. Property commonly referred to as Lost 80 Park (1022 E. Mary St.) was proposed to be changed from Civic / State Property to Single-Family Residential.
2. Property on both the North and South side of W. Mary Street currently shown as High-Density was proposed to be changed to Single Family Residential.

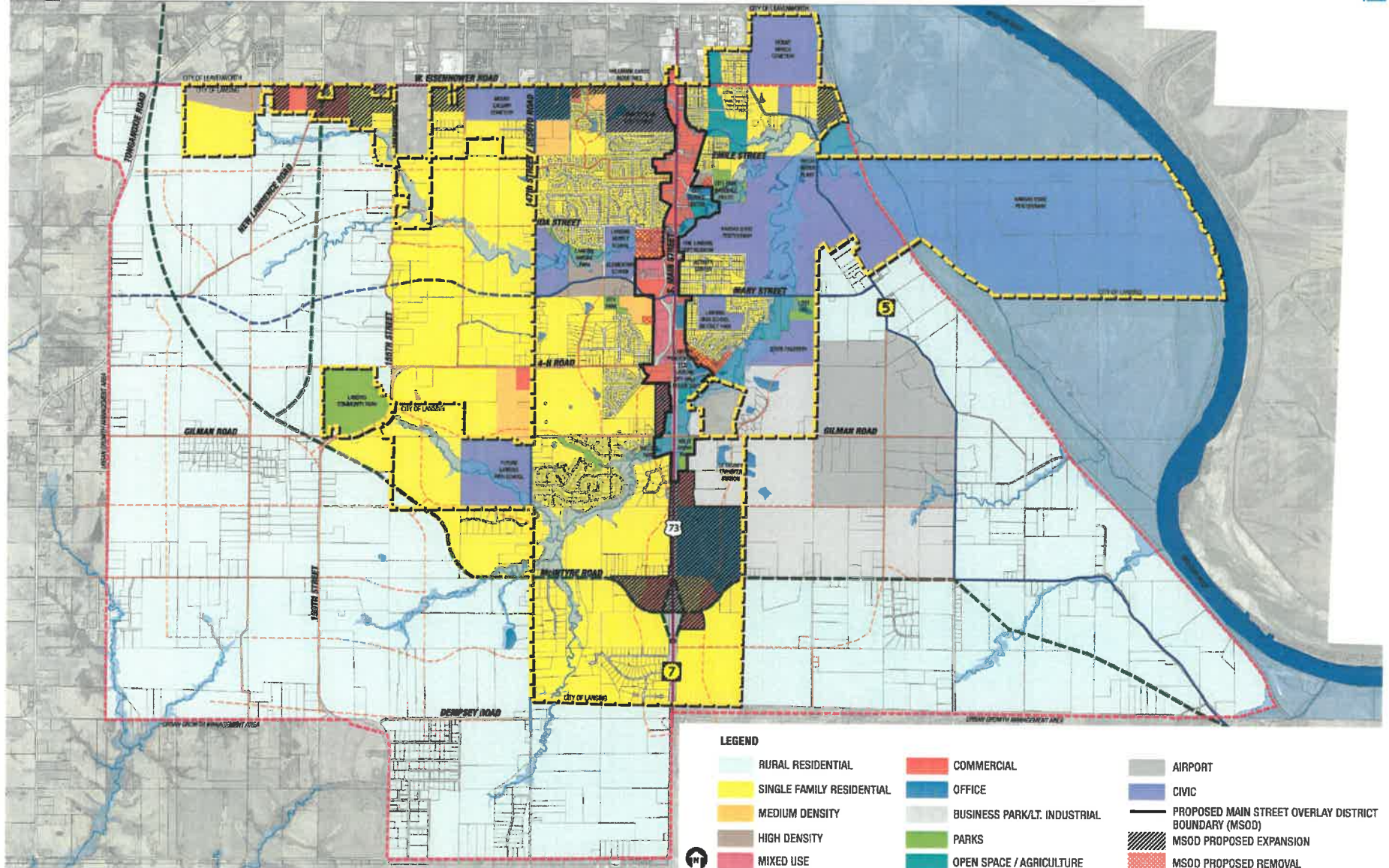
A public hearing for this modification of the Future Land Use Map was held at the Planning Commission meeting on April 21, 2021. No public comments were received during the public hearing. A copy of the meeting minutes is included for review. Staff commented during the meeting that additional modification of the map could be made, should they decide to do so. The motion presented was to approve the presented changes only. Planning Commission motioned to approve this modification to the Future Land Use Map by a vote of 6-0.

**Policy Considerations:** This proposed amendment to the Future Land Use Map would help to more clearly represent the desires of the Planning Commission and the Governing Body in terms of future development of the City.

**Action:** Motion to approve, override via a 2/3 majority vote, or remand to the Planning Commission with information on requested modifications, Ordinance No. 1061 amending the Future Land Use Map.



MAP 5 | FUTURE LAND USE MAP



**ORDINANCE NO. 1061**

**AN ORDINANCE ADOPTING BY REFERENCE THE 2014 UPDATED COMPREHEHENSIVE PLAN AS AMENDED FOR THE CITY OF LANSING, KANSAS; AND ESTABLISHING COMMUNITY GOALS AND FUTURE RECOMMENDATIONS FOR THE PHYSICAL DEVELOPMENT OF THE CITY OF LANSING, KANSAS**

WHEREAS, the Planning Commission of the city of Lansing has recommended to amend the adopted 2014 Updated Comprehensive Plan – Future Land Use Map as last updated via Ordinance No. 943; and,

WHEREAS, after proper legal publication and notice pursuant to the statutes of the State of Kansas, a public hearing was held by the Planning Commission on April 21, 2021, at 7:00 p.m. at the Lansing City Hall, Lansing, Kansas.

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

**SECTION 1. TITLE.** This ordinance shall adopt the 2014 Updated Lansing Comprehensive Plan – Future Land Use Map as amended and be cited as the “2014 Updated Lansing Comprehensive Plan.”

**SECTION 2. ADOPTION.** Whereas in conformance with K.S.A. 12-747 the Lansing Planning Commission published notice and held a public hearing on April 21, 2021, to seek the comments of the general public to the 2014 Updated Lansing Comprehensive Plan – Future Land Use Map as amended. Upon recommendation of the Lansing Planning Commission to amend the adopted Comprehensive Plan, the Governing Body of the city of Lansing, Leavenworth County, Kansas, hereby approved the 2014 Updated Lansing Comprehensive Plan – Future Land Use Map as amended.

**SECTION 3. NUMBER OF COPIES.** There shall be not less than one (1) copy of the officially adopted 2014 Updated Lansing Comprehensive Plan – Future Land Use Map kept on file in the office of the City Clerk and made available for inspection by the public at all reasonable hours. The file copy of the Comprehensive Plan shall be marked or stamped “Official Copy of the City of Lansing, Kansas.”

**SECTION 4. REPEAL.** That all sections of ordinances or portions thereof in conflict herewith be, and the same are hereby, repealed.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall take effect from and after its passage, approval, and publication by summary in the official city newspaper.

**PASSED AND APPROVED** by the governing body of the city of Lansing, Kansas, this 6th day of May, 2021.

\_\_\_\_\_  
Anthony R. McNeill, Mayor

ATTEST

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

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory C. Robinson, City Attorney

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

Published: The Leavenworth Times

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

**Ordinance No. 1061: An Ordinance adopting by reference the 2014 Updated Comprehensive Plan as Amended for the City of Lansing, Kansas; and establishing Community Goals and Future Recommendations for the physical development of the City of Lansing, Kansas.**

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. 1061 Summary:**

On May 6, 2021, the City of Lansing, Kansas, adopted Ordinance No. 1061, an ordinance adopting the 2014 Updated Comprehensive Plan – Future Land Use Map as amended. A complete copy of this ordinance is available at [www.lansingks.org](http://www.lansingks.org) 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: May 6, 2021

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Gregory C. Robinson, City Attorney

**Project Facts**

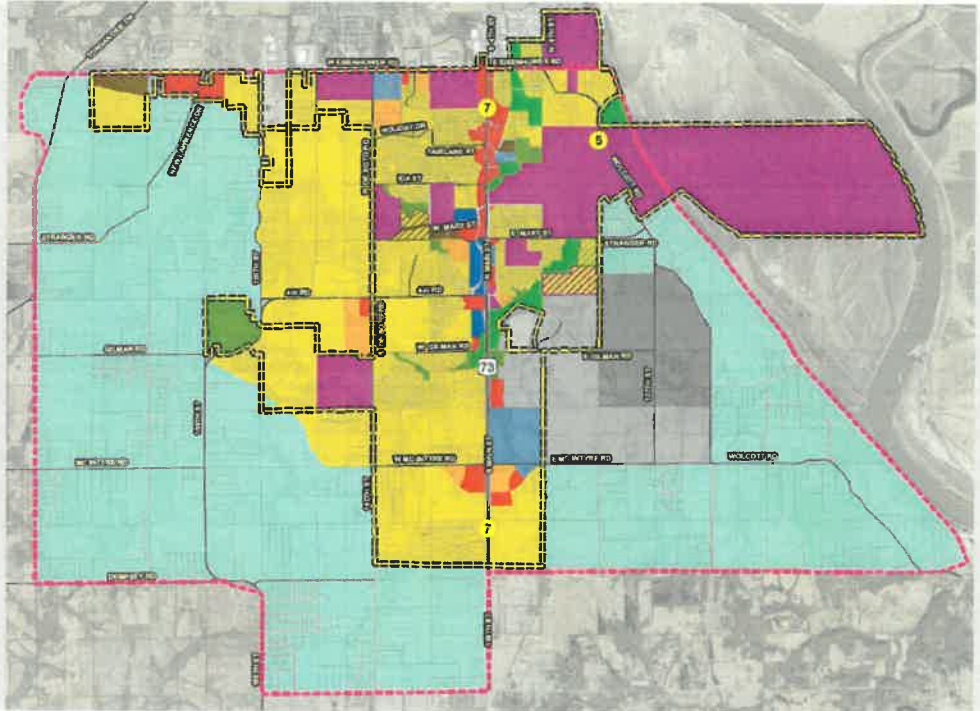
**Applicant**  
N/A

**Address**  
Various Locations

**Property ID**  
N/A

**Future Land Use Map Update**

**Requested Approvals**  
Update of Future Land Use Map



**Summary**

At previous Planning Commission meetings, Staff has been asked to provide for updates to the Future Land Use Map. The map has been updated and is presented for consideration herein. Staff will answer any questions that the Planning Commission has.

Specifically, the modification of the Future Land Use classification for what was Lost 80 Park, as well as the High-Density area to the west of Bittersweet on both the North and South side of Mary Street have been included in this proposed revision. The existing Future Land Use Map, and the proposed Future Land Use Map are included for your review. Staff is also asking for guidance on where high density could be located in the City, should a project be applied for that requires high density.

**Acknowledgments**

The following City of Lansing staff members reviewed this project and provided information for this report:

- Matthew R. Schmitz, M.P.A. – Director, Community & Economic Development
- Kelly Hanne – GIS/Engineering Technician, Public Works

**Recommendation**

Staff recommends that the Planning Commission recommend approval of this item to the City Council.

**Lansing Planning Commission**  
**April 21st, 2021**

**Call to Order** - The regular monthly meeting of the Lansing Planning Commission was called to order by Vice-Chairman Jake Kowalewski at 7:00 p.m. In attendance were Commissioners Amy Baker, Nancy McDougal, Richard Hannon, Mike Suozzo and Jerry Gies. Chairman Ron Barry was unable to attend. Vice-Chairman Kowalewski noted there was a quorum present.

**Approval of Minutes – March 16<sup>th</sup>, 2021, Regular Meeting** – Commissioner Richard Hannon made a motion to approve the minutes of the March 16<sup>th</sup>, 2021, meeting, seconded by Commissioner Amy Baker. The motion passed 6-0.

**Old Business**- None

**New Business**-

**1. Future Land Use Map Update** -The modification of the Future Land Use classification for what was Lost 80 Park, as well as the High-Density area to the west of Bittersweet on both the North and South side of Mary Street. The existing Future Land Use Map, and the proposed Future Land Use Map are included for review.

Vice-Chairman Kowalewski opened the public hearing at 7:01 p.m.

Vice-Chairman Kowalewski closed the public hearing at 7:02 p.m.

Community and Economic Development Director, Matthew Schmitz, pointed out that the two mentioned were on Bittersweet and the Lost 80, however there are other areas that could be included and considered. There is a parcel across from City Hall that was rezoned to R-4 (from B-2) and another area at Towne Centre that was recently updated to B-3 (from a PUD) to be concurrent with its surroundings. Mr. Schmitz stated that these could be added to the consideration without public notification because reviewing the Future Land Use Map implies anywhere within the City, not listing specifics. He went further to say that if any changes were added, they could amend the motion to include the additions. Commissioners McDougal and Gies asked Mr. Schmitz to show them the areas that were in consideration for the meeting. Mr. Schmitz showed Lost 80 that is currently showing on the land use map as being proposed from park to single-family residential and then Bittersweet to the West (both sides of Mary St) that is showing being proposed from high density to single-family residential. Commissioner McDougal asked why Bittersweet would be changed to single-family residential since a church owns the parcel in question along Mary St. and Mr. Schmitz stated that they are free to establish themselves in any zoning area as they are a protected class under state statute.

Vice-Chairman Kowalewski asked if anyone had thoughts about adding on the additional areas that Mr. Schmitz had mentioned, and no one suggested adding any additions to the original motion.

Vice-Chairman Kowalewski asked for a motion to approve, approve with conditions, or recommend disapproval of the update to the Future Land Use Map.

Commissioner Mike Suozzo made a motion to approve as stated and Commissioner Nancy McDougal seconded it. The motion was passed 6-0.

**Notices and Communications** - Mr. Schmitz asked the commission members to ponder whether they feel market rate apartments should be introduced to the Lansing Community and where, as he is would like to be prepared if a developer contacts him regarding this use type.



Mr. Schmitz asked that they email him with their ideas if they knew where such apartments would fit in Lansing, as that can be added to the future land use map as well. Commissioner McDougal asked if Lansing would even be in the market for such housing and Mr. Schmitz used the example of Urban Outfitters building at the Legends. Urban Outfitters is proposed to bring several thousand jobs to the area, so that would open Lansing to individuals who would want to live in such housing and commute to the Legends area for work. Commissioner Gies added that senior citizens would benefit from this type of living as well. Vice-Chairman noted that he could see this type of housing being on the south side of town, further down K-7.

Mr. Schmitz mentioned that City Council will be having a work session in May to discuss perimeter street fees, housing, etc. and invited any interested commission member to attend.

Mr. Schmitz also noted that the Ryan Family will be auctioning off their property on the 22<sup>nd</sup> of June at 1:30 p.m.

**Reports: Commission and Staff Members** – None.

**Adjournment** – Commissioner Nancy McDougal made a motion to adjourn seconded by Commissioner Jerry Gies. Motion passed by acclamation. The meeting adjourned at 7:43 p.m.

Respectfully submitted,

Debra Warner, Secretary

Reviewed by,



Matthew R. Schmitz, Community and Economic Development Director



# Professional Municipal Clerks Week Proclamation

*Whereas*, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

*Whereas*, The Office of the Professional Municipal Clerk is the oldest among public servants, and

*Whereas*, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

*Whereas*, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

*Whereas*, The Professional Municipal Clerk serves as the information center on functions of local government and community.

*Whereas*, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

*Whereas*, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

*Now, Therefore*, I, Anthony R. McNeill, Mayor of the City of Lansing, in the State of Kansas, do recognize the week of May 2 through May 8, 2021 as

## *Professional Municipal Clerks Week*

And further extend appreciation to our Professional Municipal Clerk, Sarah Bodensteiner, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

*In Witness Whereof*, I have hereunto set my hand this 6th day of May, in the year Two Thousand Twenty-one.

City of Lansing

---

Anthony R. McNeill, Mayor

---

Sarah Bodensteiner, CMC, City Clerk



## Lansing Police Week Proclamation

*Whereas*, the Congress and President of the United States have designated May 15<sup>th</sup> as Peace Officers' Memorial Day, and the week in which May 15<sup>th</sup> falls as National Police Week; and

*Whereas*, the members of the law enforcement agency of Lansing play an essential role in safeguarding the rights and freedoms of Lansing; and

*Whereas*, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

*Whereas*, the men and women of the law enforcement agency of Lansing unceasingly provide vital public service;

**Now Therefore I**, Anthony R. McNeill, Mayor of Lansing, call upon all citizens of Lansing and upon all patriotic, civic and educational organizations to observe the week of May 9 - 15, 2021, as

### **Lansing Police Week**

with appropriate ceremonies and observances in which all our people may join in commemorating enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in so doing, have established for them an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Lansing to observe May 15<sup>th</sup>, as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

**In Witness Whereof**, I have hereunto set my hand this 6th day of May, in the Year of Two Thousand Twenty-one and cause the Seal of the City of Lansing to be affixed.

City of Lansing

---

Anthony R. McNeill, Mayor

---

Sarah Bodensteiner, CMC, City Clerk

**From:** [HKEMRITE@kc.rr.com](mailto:HKEMRITE@kc.rr.com) <[HKEMRITE@kc.rr.com](mailto:HKEMRITE@kc.rr.com)>

**Sent:** Tuesday, April 27, 2021 5:00 PM

**To:** Steven Wayman <[swayman@lansingks.org](mailto:swayman@lansingks.org)>

**Subject:** [EXTERNAL] A karma experience...

Just after noon I had a wonderful karma experience in Lansing. I was there to watch one of your officers pull over a speeding truck on Ida after the driver tail-gated me and then passed me in a no-passing zone.

I was turning on to Ida from Gamble to head west. As I made the turn I saw the black pickup make the turn on to Ida from Main. Soon after passing Carriage Crossing he was on my tail and closing. I activated my flashers as a request for him to back off but he did not. I then pointed to the 25 MPH sign posted as we approached it. Soon after that he went blowing by me in an area where the street was clearly marked as no passing, at a high rate of speed. Unfortunately for him he did not see the officer right behind him. There was a bit of a delay in the officer's response as I think that it took some time to process "did he really do that." But react the officer did.

As I said, some good karma.

Hal Kemrite