



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

COUNCIL AGENDA
Regular Meeting
Thursday, July 2, 2020
7:00 P.M.

WELCOME TO YOUR CITY COUNCIL MEETING

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

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

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. Service Agreement – Institute for Building Technology and Safety
3. DeSoto Road Speed Limit
4. Request to Complete Easement Acquisition – City Project 20-04: Ward 1 Sewer Rehab Project
5. Condemnation Resolution No. B-2-2020 – City Project 20-04: Ward 1 Sewer Rehab Project

Reports:



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

Proclamations

Other Items of Interest

Adjournment

AGENDA ITEM

TO: Tim Vandall, City Administrator 
THRU: Sarah Bodensteiner, City Clerk 
FROM: Shantel Scrogin, Assistant City Clerk
DATE: June 29, 2020
SUBJECT: Approval of Minutes

The Regular Meeting Minutes for June 18, 2020 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes for June 18, 2020 as presented.

AGENDA ITEM #

Call To Order:

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

Roll Call:

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

Councilmembers Present:

Ward 1: Gene Kirby and Dave Trinkle
Ward 2: Don Studnicka and Marcus Majure
Ward 3: Jesse Garvey and Kerry Brungardt
Ward 4: Tony McNeill

Councilmembers Absent: Gregg Buehler

OLD BUSINESS:

Approval of Minutes: Councilmember Studnicka moved to approve the regular meeting minutes of June 4, 2020, as presented. Councilmember Kirby seconded the motion. The motion was unanimously approved.

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

Presentations

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Contract Renewal – The Retail Coach: Councilmember Kirby moved to authorize the Mayor to sign an extension of the contract with The Retail Coach in an amount not to exceed \$28,000. Councilmember Trinkle seconded the motion.

- Councilmember McNeill asked Matt.
 - Community and Economic Development Director Matthew Schmitz replied yes sir.
 - Councilmember McNeill asked so what are we getting in option year one, this year. This one we're trying to get.
 - Community and Economic Development Director Matthew Schmitz asked what are we getting in year two.
 - Mayor Smith responded this year coming into it.
 - Councilmember McNeill replied option year one.
 - Community and Economic Development Director Matthew Schmitz stated Austin is here from The Retail Coach. I'll let him answer that question.
 - Austin Farmer stated Hi Mayor, Council, it's good to see you again. I'm not sure I understood the question. What are you getting for year two?
 - Councilmember McNeill replied on option year one you did a lot of research analysis. Are we trying to capture in year two?
 - Austin Farmer responded absolutely. So, the first twelve months, the bulk of the front end of first twelve months was all of our on the ground analysis so I came to the community three times to get a feel for it. We ran the data, looked at cell phone data, that GPS, all the analytics. That took up about the first four months of our process and then the last half of that plus eight months was the actual recruitment process. So, we've been out talking to retailers, going to conferences, doing all

the recruitment. Year two, all twelve months, is all recruitment. So we're talking to the existing retailers, developers, brokers we've been talking to adding new ones to the mix and then going out and helping represent the City at those big conferences whether that's local, regional, national and then acting as an extension of the economic development teams specifically for retail. So basically, year two is kind of keeping the momentum going and then just doing all that recruitment. So, we kind of the on the ground team that is doing the day or day follow up with those retailers, developers, and brokers.

- Mayor Smith stated thanks Tony. Any other.
- Councilmember Garvey stated I guess my number one concern is based on the environment with Covid-19 is this going to do any good with new business.
 - Austin Farmer replied oddly enough I think it is. So, one of the things we've seen during Covid is most retailers that were in a good position going into Covid have come out ok. Most of those are kind of where they thought they'd be. The ones that went in that weren't good going into it, kind of the legacy retailers JCPenney, Pier 1 Imports as an example are the ones that have come out on the bottom side. So, they have filed for bankruptcy. A lot of those legacy retailers aren't going to make it out of Covid. Most retailers, most chain restaurants, most chain brands are going to do fine. Most have already seen an uptick. We looked at the cell phone data earlier, most of your local stores are seeing foot traffic increase as of really kind of mid-May. So, we're starting to see them come back into it. A lot of retailers we've been talking to, their planned location essentially got pushed back about 3-6 months. So, anything they were going to do before, most retailers are still doing that, just pushed it back a little bit. And then all their new locations they had slated for 2020 and 2021 have been pushed back as well. So, they're still doing things. They are still looking for markets. We as a company have been getting so much feedback from retailers because all their real estate teams are at home, they're not travelling, they're not looking at sites. So, we actually hired new recruitment staff and doubled our recruitment efforts because we were getting so much feedback from retailers. You'll see a little bit of that in the Executive Session. We have gotten some specific feedback and things like that but we're actually seeing a lot of them in them especially retailers that can't do anything else but plan right now. They are looking at a lot of sites and new locations.
 - Mayor Smith asked anything else Jesse.
 - Councilmember Garvey replied no, that's it.

The motion was unanimously approved.

Service Agreement – Institute for Building Technology and Safety: Councilmember Kirby moved to authorize the Mayor to sign the 2-year agreement with the Institute for Building Technology and Safety. Councilmember Trinkle seconded the motion.

- Councilmember McNeill stated I've got quite a few questions.
 - Mayor Smith replied go ahead.
- Councilmember McNeill stated when I read the agreement, it basically had every single box checked off.
 - Community and Economic Development Director Matthew Schmitz responded which means.
 - Councilmember McNeill replied as I read the terms that we will use IBTS exclusively for any of that stuff. That is what it says, I'll read it to you in

paragraph seven. It says during the term of the service agreement, jurisdiction agrees to use IBTS as its exclusive provider of the services selected. So we selected all of them. So I want somebody like maybe, where's our lawyer, make sure that isn't, that I'm not reading into it because it also has an ala carte type where it says you can pick specific tasks that actually fill in any of your services that you want to fill. So my question is what analysis do we do. If it's inspections then we probably should have selected that piece and said we want the ala carte. That's my first question. That is my first issue with it. If somebody can tell me what that means.

- Community and Economic Development Director Matthew Schmitz responded when we had the conversations with Curt Skoog who is the representative with IBTS, the way he explained it me was check all the boxes that you think you may ever need services for. Checking the boxes does not mean you have to utilize those services. The exclusivity piece you are talking about means that we are not going to go to another firm like IBTS and ask them to do those tasks. It means we would go to IBTS if we can not handle it in house. That is how it was explained to me by IBTS.
 - Councilmember McNeill stated yeah I know but that is really not what it says in the contract. I just want that confirmed that maybe you can look at it Greg. The other thing I am trying to figure out is I am trying to read their fee schedule and what it would take, right, if we use them. And I got to build a deck. I come in, I get a permit for \$25 I think it is to build a deck. When it was inspected by the city, they came out twice, once to make sure I put the post in 36 inches down and then when it was completed, they checked it out. Total time maybe 30 minutes between both those inspections. Their fee schedule is \$160. So if we have them inspect the deck, the City nets a negative \$135. If you do that on a hourly basis, that's \$270 it cost us per hour for these guys to come out and inspect a deck. I know I seen in there we can use some of the funding from wherever but bottom line is, its citizen funding, right. I mean we're all paying for this extra amount. So I'd like to see some analysis on if we used them for, whatever we're going to use them for, right, I mean you guys have recommended we use them for things because we need them. So what do we need them for. How much do we need them for. And then do the math on it and say, geez, we could have hired seven people for that, or no that would be like half a man if we actually hired somebody.
- City Administrator Tim Vandall stated I can jump in for a moment of that. If we hired a building inspector, they were on the family plan and with KPERS on top of that with our 2% ICMA contribution and everything, you're probably talking \$70,000 a year. It would be frustrating to spend \$70,000 a year hiring a second building inspector and they sat around the whole time. So I think the thought process here is as things come up, commercial projects or something like that we could utilize these guys for large scale projects. Things like decks, bathroom remodels that could be handled in house. I think the thought process here is allowing the building inspector stay caught up and focus on residential and things like that.
 - Mayor Smith responded Tim, the way I saw it this is just when it's needed. Just because we checked all of them, just gives us the opportunity to go out there if we need something inspected. During winter times, a lot of times there is nothing going on. I understand what Tony is saying about the cost. That probably would be helpful with a little bit more of a break down but I also see what the need is. We got rid of City Inspectors before because of the cost. Tim makes a valid point. Now I think Lansing is going to continue to take off. We're doing great but at the same time I agree with this but

I would like to see some more numbers to clarify a little bit. Something basically like what Tony was saying

- Councilmember McNeill replied well I mean what I am concerned about is we checked all the boxes and if you read the addendum for each one of those services, right, several of them say you can also do ala carte. Right, so you select the task that you specifically want. That is why I am a little worried about selecting them all and say they are exclusive. Because part of it is fire codes, right. Does not the fire department do an inspection.
 - Community and Economic Development Director Matthew Schmitz replied they do.
 - Councilmember McNeill asked so could we have them do it or do we exclusively have to use IBTS.
 - Community and Economic Development Director Matthew Schmitz replied we would continue to have the Fire District do those inspections for us. But this would give us the flexibility that should something change in the availability of that we would have a back up plan we could roll right over to.
- Councilmember McNeill stated I mean the citizens are paying for that already, okay, so that's my point, is financially we've got to look at it by the numbers and like I said if it looks like we only need folks in inspections and something else, okay, well than do the math and say hey lets just pick that ala carte one and then we'll do that, but you know there's some of these services, in my view, could be done by the Planning Commission right? I mean some of the stuff they offer in those nine things are things that the Planning Commission does, which are volunteers, so if we get overcome by the Planning Commission and their timing are we going to hire these guys to review a Plan or Plat, if we do what do we say to the guys who we just had as volunteers on the committee that we're paying somebody else to do something that you do for free. So I've got a lot of issues with the current, as it's laid out.
 - City Administrator Tim Vandall stated the Planning Commission is a group of volunteer citizens, that's their role; these guys would be professionals reviewing. So it would be comparable to Mr. Spickelmier or Mr. Harding. So I just want to clarify, its different levels of review that the Planning Commission would look at, but I think we could go back and talk to these guys and refine more what we're asking and if there's a couple boxes we don't need to check.
 - Councilmember McNeill stated well yeah if we could ask them that first question on the services, like do we have to pick all nine because some of them is Building Green, we're never going to use that one, I don't know, maybe we are. So there are some in there that I'm like if we're going a direction in one of those other ones maybe we don't want to use them because I guarantee we haven't researched anybody else who does it in some of those areas.
 - Community & Economic Development Director Matthew Schmitz stated so the reason we haven't researched anybody else and the reason IBTS is who we presented, was because IBTS has a partnership with Mid-America Regional Council, they are a not-for-profit entity; these costs will go up if we go to a private firm, like BHC Rhodes or somebody like that and ask them to start doing inspection services for example.
 - Councilmember McNeill stated I read the MARC study and the results of that study, and the way I read it says large towns ten thousand or higher typically selected one or two of the services. The smaller towns don't have a staff and some of the smaller towns picked all nine. So then I'm wondering why wouldn't they all just select nine and pick whatever and then I started reading the ala carte part, so did we just pick the whole enchilada when we only might need x and y.
 - Community & Economic Development Director Matthew Schmitz stated the emphasis like I said was to give my

department flexibility, so that was the reason we selected all nine of them when we presented it, but we can certainly go back and re-evaluate that.

- Councilmember McNeill stated I just want to know if it puts us in a box where we can't use somebody to do what we want them to do.
- Councilmember Brungardt asked why would we want to re-evaluate those services, I don't understand.
 - Community & Economic Development Director Matthew Schmitz replied we can go back and narrow that down and only select building inspections if that is all we believe we are ever going to use this firm for, but like I said, the intention that I had, because I was the one who did all that, I checked all nine of those boxes thinking that if we ever need those services we would already have an agreement in place and be ready to go. That was my thinking, but if that is not what the Council wants then I can certainly go the other way.
 - Councilmember Brungardt stated I see that as proactive.
 - Mayor Smith stated I agree with Kerry, that's the reason to check them all, you may not need to use them, but they are still available to them. And I think the staff would be really cautious on how they spend the taxpayer's dollars, and it's definitely better than hiring more staff at this time.
 - Community & Economic Development Director Matthew Schmitz stated your example of a deck is a great example, I certainly would not want to utilize IBTS to do a deck inspection where I've got to pay that person travel, that \$160.00 that's what it's for, is to cover their time plus their travel, mileage everything; so I don't want to pay somebody to come up here and be here for fifteen minutes. I want to pay somebody to come up here where I need them on a job site for six to seven to eight hours a day because it's a commercial project that's being built, like QuikTrip for example.
 - Councilmember Brungardt stated and we're going to be able to see and hear what you've spent. So if we have a lot of heartburn, the product is overused, then I think we'd do something about it.
 - Councilmember Trinkle stated or we may even have to hire someone, another person.
 - Community & Economic Development Director Matthew Schmitz replied and that's what I would say. If I got to a point where I felt like we were overusing it and it was getting to the point where it was costing the same as what it would to hire somebody, then Tim and I would certainly have that conversation about how to get another person on board rather than continue to pay a contract agency that would cost a lot of money.
 - City Administrator Tim Vandall stated Matt and I have had that conversation too, but we have one subdivision that is bogged down out of our control that we don't know when that's going to kick off. If that was going on

and two or three things were going on we probably would hire another building inspector, but with that kind of in limbo right now, but we do have commercial projects in the pipeline and that's why we felt like this was a good solution.

- o Community & Economic Development Director Matthew Schmitz stated right, but you and I have also talked and we definitely agree that what we certainly don't want to do is ask for the authority to hire somebody and then have them sitting there for forty hours a week and only working ten of those forty because I don't have enough work to keep them busy.
 - Councilmember McNeill stated I understand that, that makes total sense.
 - Councilmember Brungardt stated when a project is completed and things settle down, you're not as busy, that's what I would worry about too.
 - o Community & Economic Development Director Matthew Schmitz replied certainly, and this agreement gives me flexibility that I can ramp up to take those mountains off of the waves so to speak.
 - Councilmember Trinkle stated who's to say we couldn't have two inspectors if we have two big projects going on, do they have enough to where you could have two, one on one site and one on the other and then you've got one doing residential, if you had to do that, that leaves the option there for us to do that.
 - Community & Economic Development Director Matthew Schmitz replied correct.
 - o Councilmember McNeill stated it's actually set up as regional support so in the region of they have enough inspectors then you're correct Dave, if not then you're waiting in line just like everyone else.
- Mayor Smith asked anymore comments on this.
 - o Councilmember Studnicka asked the only question I have it what about shared resources. Like if you needed another building inspector to inspect my deck, couldn't we go to Leavenworth and say hey we'll pay your guy or gal whatever the rate is to come out an inspect.
 - Community & Economic Development Director Matthew Schmitz replied so there is some sharing that currently exists between us and Basehor, for example, there have been times where our building inspector will go to Basehor and help cover for them and Basehor's will come up here and cover for ours. Usually that happens during vacation times, that's primarily when that's used, this is more, my thought process behind asking for this agreement is longer term projects when I know I'm going to need an inspector for the next six months and I simply don't have the staff to do that.
- Councilmember McNeill stated I think Basehor actually has signed up for this too.
 - o Community & Economic Development Director Matthew Schmitz replied they have.
 - Councilmember McNeill stated I'm more worried about signing up for every service and then us saying hey we have an x number and we signed up for the fire code and these saying hey that's us.
 - Councilmember Trinkle stated but we're not saying you have to use it, it's just saying hey we could possibly need it.

- Councilmember McNeill stated okay so I'm just saying if we get the lawyer to say that paragraph that says you will exclusively use them, and says that's not what it means, okay, I'm good with it.
 - Community & Economic Development Director Matthew Schmitz replied like I said Councilman McNeill from my conversation with Kurt when I asked him, not that exact question, but those types of questions about whether I would have to utilize his services, he told me you would only have to utilize me for what we need. So if you don't need our services the agreement would stay in place but you would never pay us for any of it.
 - Councilmember Kirby stated I think all that Tony's asking for is for Greg to look at the contract, right?
 - Councilmember McNeill replied yeah that part of the contract to make sure that isn't what it says. Because I could see getting sued for something silly like we used the fire department to do a fire code.
 - City Attorney Gregory Robinson stated when I reviewed this is was technically for whether or not is was legally sufficient and it is. My review of the contract is for legal sufficiency, it is legal, can you sign this agreement, yes you can. However, the debate we're having is whether or not the terms are what you would accept. Had I know that that was a question you had prior to tonight's meeting, I could have perhaps had that question answered for you tonight or before the meeting, but it shouldn't take that long to review. But I certainly, I've been flipping through it as you've been talking, and I certainly can appreciate your concern just for clarification purposes.
- City Administrator Tim Vandall stated I was going to say I think we, the thing that is impending right now that we envision this for is commercial projects that are in the pipeline. So do we want to verify this and bring it back in two weeks?
 - Community & Economic Development Department Matthew Schmitz replied we have time, there is nothing that says it's got to be done tonight.
 - City Administrator Tim Vandall stated so if that's the direction we're getting from you guys, that we want to double check that paragraph.
- Councilmember Studnicka stated I agree with Tony, we don't want to lock ourselves in to something. It says in there exclusively use them, so we'll use our guy and then that company turns around and goes wait a minute you were supposed to use us based on this agreement, that's the argument here and I agree with that.
 - Councilmember McNeill stated I'm thinking x now because it probably wouldn't apply to our own employees, the fire department is not our employee.
- Councilmember Brungardt stated so then we get the clarification and vote next time.
 - City Administrator Tim Vandall replied yeah we can bring it back for the next council meeting.
 - Councilmember Kirby stated there is a need because of things like QuikTrip and some of the bigger stuff coming up, the little guys are having to wait days, sometimes to get an inspection, and that's frustrating for the, they want to build and move on, so at times there definitely is a need for some assistance.
 - Community & Economic Development Director Matthew Schmitz replied certainly, and I want to be more proactive about managing that and trying to make sure that doesn't happen.
- Mayor Smith asked is everybody ok with that, we've got a motion and a second, don't we Sarah, so if we go that direction then we'll need to pull that unless we want to vote on it now.
 - City Clerk Sarah Bodensteiner replied we do.
 - Councilmember Trinkle asked so we vote on it for the revision like we did before or we can't do that.
 - Mayor Smith replied no, if we're going to pull it, we need to pull it Dave.
- Councilmember Brungardt asked how pressing is this.
 - Community & Economic Development Director Matthew Schmitz replied it can wait.

- Councilmember Brungardt stated then I say we wait two weeks and bring it back.
 - Community & Economic Development Director Matthew Schmitz replied my suggestion would be to table it until the next meeting.

Councilmember Trinkle withdrew his second.
Councilmember Kirby withdrew his motion.
The motion was withdrawn.

- Councilmember Studnicka asked do we need a motion to table this.
 - Mayor Smith asked Sarah do we need a motion. Let's table this.
 - City Clerk Sarah Bodensteiner replied yes.

Councilmember Kirby moved to table the Service Agreement for the Institute for Building Technology and Safety. Councilmember Trinkle seconded the motion. The motion was unanimously approved.

Withdrawal of Prior Notice of Intent to Terminate: Councilmember McNeill moved to approve the recession of notice of intent to terminate.

- City Administrator Tim Vandall stated if I could just make a note, on the letter it says December 2019 and it should say December 2018, so just want to make that clarification.

Councilmember Studnicka seconded the motion.

- Councilmember Kirby stated I see that one of our County Commissioner's is here this evening. Is there a reason for your surprise visit, would you like to address us?
 - County Commissioner Jeff Culbertson stated I was just observing, I thought my mask would hide me. I'm just here because Chad couldn't make it, he's attending the High Prairie meeting. If you had any questions, that's why I'm here.
 - Mayor Smith stated I've got one, so I'll direct it towards you, I've been following with interest about the communication and things going on about the, I think the board we've got in place right now is fine. I mean there's going to be some personalities, no doubt about it, but it seems like we're going forward, I would recommend very strongly to the County Commissioners not to take control since we've rescinded this and let's see what happens in the Appeals Court. I think that's the smartest thing to do and just let it keep going. We're not taking anything away from anybody and it just keeps going forward until we see what the Appeals Judge is going to do. I'd strongly like for you all to think about it, I know there are strong feelings, everybody's getting hit up for this item, but I think who we've got sitting in there, including the others, Dean, is doing a good job from what I understand right now, I'd like to see it stay in place. That's just my comments on that Jeff.
 - Councilmember Kirby stated I'll comment on it, I've been watching the meetings on YouTube, I watched the last one and I feel like we have a solid board. There are some learning curves because there are some people who are new to this, but what I saw today was people with years of experience on there, I mean I saw them working together, okay, now because there are three new people who don't have any experience in this, but there's the one guy who said the other night my loyalties are to the fire board, fire district, not the City. And I know Greg and I take him at his word to be an honorable man. And I've been impressed with what I've seen and I think that everybody else just needs to back up, get out of the way, and let them do their job. I suspect some of them are on there now, if they had any idea of what they were walking into probably won't be there. I think for continuity, to calm things down, and make it easier for to hire people, everybody needs to back up and let the board run. Give them a chance, because from what I've seen I'm impressed with what I see and I think they need to be left alone.

- County Commissioner Jeff Culbertson stated I think our sentiment is the same. I think the board that is in place now is doing a good job. To answer, um, to address what you said thought Mike, I think it's on auto-pilot where the County has to take over July 1st.
 - City Administrator Tim Vandall stated that's not what Mr. Van Parys said at the last meeting, Mr. Van Parys said at the last meeting that if we rescind this per paragraph two it continues.
 - County Commissioner Jeff Culbertson stated continues as it, right. And that's what I'm trying to figure out is if you guys rescind this you're withdrawing your withdrawal.
 - City Administrator Tim Vandall stated it renews automatically the same way it has the previous fifteen years.
 - Mayor Smith stated that's what we're doing Jeff.
 - County Commissioner Jeff Culbertson stated okay and that's why I came to see whether you guys withdraw. So if you're going to withdraw the withdrawal then I think it continues as is and I think our sentiment is the same we want to just let the board continue that's in place now, but thank you for your comments on that.
 - Councilmember Kirby stated I'll be honest of what I saw, I think there's too much, I don't think there's any doubt, that there is too much outside interference.
 - County Commissioner Jeff Culbertson stated I think the best thing you said was let things calm down.
 - Councilmember Kirby stated let them do their job, give them a shot.
 - County Commissioner Jeff Culbertson stated I think our sentiment is the same. I'm just speaking for one of out of five, but the consensus that I'm hearing from the rest of the board is the same.
 - Mayor Smith asked any other comments from the Council.

The motion was unanimously approved.

Executive Session – Consultation with Attorney: Councilmember Brungardt moved to recess into executive session to review economic development activities pursuant to the discussion of confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships exception, K.S.A. 75-4319(b)(4) for 30 minutes, beginning at 7:30PM and returning to the Council Chambers at 8:00PM. Councilmember Garvey seconded the motion. The motion was unanimously approved.

Councilmember Kirby moved to return to open session at 8:00PM. Councilmember Garvey seconded the motion. The motion was unanimously approved.

REPORTS:

Department Heads: Police Chief Steve Wayman briefed the Council on the homeless gentleman camped out on Centre Dr. He had not been causing any trouble and officers did do a welfare check on him. A resident expressed concern for their minor child who worked nearby and after looking into City Ordinances, he was violating an ordinance by sleeping on the bench. Officers gave him a ride to

Leavenworth since that is the direction he wanted to go. Families that had been providing the gentleman with food and water made racial accusations which wasn't the case. The police had determined the gentleman wasn't a threat and were keeping an eye on the situation. It wasn't until looking into the ordinances that police determined the gentleman couldn't stay camped on a public bench and gave him a ride elsewhere. It didn't have anything do with race.

- Councilmember Majure asked how many Police Officers we have.
 - Police Chief Wayman replied he's allotted nineteen officers, but we have two retiring, and three resign recently, so we are currently looking to hire five officers.

Parks & Recreation Director Jason Crum updated the Council on the Master Plan. There was good momentum at the start of the year before Covid-19 hit. If and when the money is available or the time is right, he would like to move ahead with Phase 1 of the Master Plan and just wanted to keep it on everybody's minds.

- City Administrator Tim Vandall stated that the company who was the point person on the Master Plan, is no longer with that company, so our perspective on what company would engineer the project may shift. But mainly wanted to keep this Master Plan in the forefront of everyone's minds.

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

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

City Administrator: City Administrator Tim Vandall let everyone know DeSoto Road is open.

- Councilmember Brungardt stated it looks so nice.

Governing Body: Councilmember Studnicka gave a shout out for DeSoto Road. It opened months ahead of schedule and looks great. He also mentioned the milling over on the hill on DeSoto and glad we're going to patch that up in between DeSoto Road Project phases.

Councilmember Trinkle stated QuikTrip is looking nice and it's come a long way and confirmed it's estimated opening date in July.

Councilmember Kirby addressed the recent videos on social media of current and former Lansing high school students that involved alcohol, racial slurs and the displaying of weapons. He read a letter from his daughter who is currently out of state but is concerned for the City of Lansing. The letter has been attached to these minutes as Exhibit A. Councilmember Kirby concluded his remarks by saying he has spoken with the Police Chief and Leavenworth NAACP President Joana Scholtz and while he doesn't know where to go from here, he is eager to help, so count him in. He also stated how proud he is of the kids who wrote and signed their name to the letter.

Councilmember Garvey let everyone know Low-n-Slow is opening next week. There have been a lot of positive things tonight like the letter Councilmember Kirby read and he is happy with the direction the City is going. The concluded his statement by saying love your neighbor as yourself.

Councilmember Majure thanked Councilmember Kirby for reading the letter. He also thanked his fellow Councilmembers for discussions and their patience as he asks questions. He is excited the library is open and the new businesses coming to town. He stated he agrees with Councilmember Kirby's approach of calmness and stability and things will be fine with our fire protection.

ADJOURNMENT:

Councilmember Majure moved to adjourn. Councilmember Brungardt seconded the motion. The motion was unanimously approved. The meeting was adjourned at 8:19 p.m.

ATTEST:

Michael W. Smith, Mayor

Sarah Bodensteiner, City Clerk

EXHIBIT A

City Councilmembers, Mr. Vandall, & Mr. Mayor,

As many of you may know a video recently circulated on social media featuring a former Lansing High School student using racial slurs, threatening violence, and flashing firearms. You may also know that within hours, additional posts on social media revealed numerous other Lansing High School graduates repeating racial slurs and reinforcing harmful stereotypes.

However, what you may not know is that these verbal attacks on the black community are not new in Lansing, Kansas. Numerous students of color from Lansing High School have shared their stories in which racial slurs were used against them or their experiences as people of color were ignored. As a result, they felt excluded from the Lansing community. As residents of Lansing, Kansas and graduates of Lansing High School, we condemn this behavior from anyone in our city, state, or country.

As we have all witnessed with the death of George Floyd and the videos of former Lansing students on social media, racism is not a thing of the past in the United States or in Lansing. We cannot fall into the trap of believing that racism and stereotyping does not exist here because we are a small town. In fact, we must be even more diligent in the fight against prejudice because we are a small town.

This is not a one-time incident. It is a persistent issue that many of Lansing's residents are just now recognizing. That is why it is more important now than ever to listen to the black community. But we cannot just listen to them, we must learn from them. Now is not a time to apologize and hope for the best in the future. It is a time to educate ourselves and ask how we need to change in order to establish a safe and inclusive home for all of Lansing's citizens.



The task of improving diversity and inclusion does not rely on one person or department. It is your responsibility as elected officials to represent *all* your constituents and it is our responsibility as citizens to advocate for our peers. We urge you to use your power and influence to amplify the voices of minorities in Lansing and create policies and rhetoric that are actively anti-racist. With empathy, patience, and respect we can make Lansing a home for *everyone*.

Respectfully,

Graduates of Lansing High School

- | | | | |
|------------------------|----------------------|-----------------------|-------------------------|
| Hannah Kirby- '18 | Noah Kincaid- ' 18 | Gaby Smith- ' 17 | Christian Lossa- ' 18 |
| Elizabeth Krebs- ' 18 | Riya Patel- ' 18 | Brenna Darley- ' 18 | Allyson Salavitch- ' 18 |
| Azja Butler- '18 | Piper Stevens- ' 18 | Thomas Atkins- ' 18 | Jake Merino- '18 |
| Shelbie Cook- '18 | Preston Thomas- '18 | Annalise Hansen- ' 17 | Alexsus Payne- ' 18 |
| Maddie Walker- ' 18 | Natalie Barrett- '18 | Kaitlyn McClain- '15 | Rebecca Paxton- ' 18 |
| Elizabeth Paxton- ' 18 | Devan Myers- ' 18 | Will Snodgrass- '20 | |

AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Matthew R. Schmitz, Director, Community & Economic Development 
DATE: July 2, 2020
SUBJECT: Institute for Building Technology and Safety (IBTS) Service Agreement

Explanation: At the June 18, 2020 Council Meeting, Staff brought this item forward. After some discussion about the contract, it was tabled. Staff is now bringing this back with modifications to the contract as requested by Council. If any additional services are needed, Staff will bring the contract back again for consideration and modification by the Council.

Staff would like to execute a service agreement with Institute for Building Technology and Safety (IBTS) to provide backup and additional coverage for multiple services currently provided by City Staff. This agreement would allow for “a la carte” services to be used on an as-needed basis when City Staff are too busy to keep up with demand for inspection services and other services. The full list of services that could be utilized should demand arise are as follows:

- Building Code Department Services (Addendum A – attached agreement)
- Community Development Services (Planning and Zoning – Addendum H – attached agreement)
- Property Maintenance Services (Addendum I – attached agreement)

It is important to note that many of the services available under this agreement may never be utilized by the City. There is no obligation under the agreement to utilize any particular service, and this has been verified by IBTS Staff.

Initially, the Director plans to utilize IBTS for overflow inspection services as required, and property maintenance services (i.e. demolitions throughout the City).

Policy Consideration: N/A

Financial Consideration: All costs are outlined in the attached addendums for each service. IBTS is a not-for-profit entity, so these costs are very reasonable. For building inspection services, costs would be recouped for IBTS services through our permitting fees, although some supplementation may be necessary. For property maintenance services, costs would be paid by the City from the Community & Economic Development Professional Services (10-017-41177) line item.

Action: Staff recommends authorizing the mayor to sign the two-year agreement with IBTS for services as outlined above.

AGENDA ITEM #

2

**SERVICE AGREEMENT
BETWEEN
INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY
AND
CITY OF LANSING, KANSAS**

On this 18th day of June 2020, the City of Lansing, KS, herein after referred to as "Jurisdiction", located at 800 First Terrace, Lansing, KS, 66043 and the Institute for Building Technology and Safety, headquartered at 45207 Research Place, Ashburn, VA, 20147, hereinafter referred to as "IBTS," do hereby enter into this Service Agreement under the following terms and conditions.

WITNESSETH

WHEREAS, Mid-America Regional Council (MARC) and IBTS has made available to the Jurisdiction for consideration the regional shared services; and

WHEREAS, IBTS is a nonprofit organization whose purpose is to assist local jurisdictions by delivering quality services that meet the challenges of governance at all levels while enhancing public safety, economic development and the general welfare of the community; and

WHEREAS, the Jurisdiction recognizes the safety and other benefits from code compliance of residential and commercial structures; and

WHEREAS, the Jurisdiction desires to participate in the regional services offered by MARC with IBTS;

NOW THEREFORE, in consideration of the above, the Jurisdiction hereby enters into this cooperative purchase agreement made available through the Master Agreement made available through MARC for the Services described herein:

In consideration of the mutual agreements contained herein, the Jurisdiction and IBTS agree as follows:

1.0 DEFINITIONS

"MARC/IBTS Project" hereinafter referred to as "Project" references the full scope of activities and services outlined in this Service Agreement for the shared services project.

"Addenda" refers to the attachments to this Service Agreement, which include Addendum A through Addendum I.

"Applicant" refers to any individual, business or organization applying for building technology permits and/or services from a Jurisdiction and paying certain fees for those permits and/or services.

"Jurisdiction" refers to the jurisdiction signing this Service Agreement.

"Master Agreement" refers to the Master Agreement entered into by MARC and IBTS for the purposes of defining the key elements, fee schedules and to outline the regional approach to the shared services offered by IBTS.

"Operation" refers to IBTS operating and or running a department of service area for the Jurisdiction. This includes all services described within a service area.

"Service Agreement" refers to this agreement entered into by Jurisdiction and IBTS that define specific services to be delivered by IBTS to the Jurisdiction, as set forth in the Addenda. This Service Agreement should be considered as a cooperative purchase agreement made available through the MARC.

“Services” refers to the services offered by IBTS to the Jurisdiction under this Service Agreement and as described in the Addenda. The Services include Building Department Services, Floodplain Services, Accessibility Code Services, Fire Code Services, Stormwater Services, Planning and Zoning Services, Property Maintenance Services, Organization, Operations, and Process Analysis Services, Geographic Information Systems, Disaster Preparedness, Response and Recovery, Information and Technology Services, Retail Development Services, Community Survey Services, Department Administration and Operations Services, CRAFT Evaluation, establishing a Customer Service Center for a Jurisdiction, Business Licensing Services, 5G Small Cell Services, and other services as may be set forth herein or added in the future.

2.0 CUSTOMER SERVICE

Customer Service – Should an issue arise for any Jurisdiction with delivery of services by IBTS that Jurisdiction shall notify IBTS and work directly with IBTS to resolve the issue within thirty (30) days. Should the issue remain unresolved after thirty (30) days, the Jurisdiction can seek further resolution, including cancelation of the Service Agreement between the Jurisdiction and IBTS based upon the terms of the Service Agreement.

3.0 SERVICE SELECTION

The full scopes of Services offered by IBTS found in this Service Agreement are listed as Addenda to this Service Agreement. Jurisdiction hereby selects the Services identified below by initialing beside the Service(s) to be implemented in the Jurisdiction

- Addendum A – Building Code Department Services & Fees
- Addendum B – Floodplain Services & Fees
- Addendum C – Accessibility Plan Review and Inspection Services & Fees
- Addendum D – Fire Code Review & Inspection Services & Fees
- Addendum E – Stormwater Services & Fees
- Addendum F – GOVmotus™ Programs (Reserved for Future Use)
- Addendum G – Energy and Green Building Services and Fees
- Addendum H – Community Development (Planning and Zoning) Services
- Addendum I – Property Maintenance Services and Fees

4.0 CHANGES AND ADDITIONAL SERVICES

Jurisdiction may request certain Services not currently outlined in the attached Addenda, and additional Services not currently described can be added. Examples of additional Services that can be added are specialty Services, such as Contractor Licensing Services, Business Licensing Services, Public Works Inspections, and other Services as needs are identified and documented by IBTS and/or Jurisdiction(s). If any such change causes an increase or decrease in the cost of or in the time required for performance of this Service Agreement, IBTS shall notify MARC in writing immediately, but, in any event, prior to executing an Agreement Modification. IBTS and MARC will negotiate the new terms and modify the Service Agreement as described in Section 18.0 – Agreement Modification of the Master Agreement.

5.0 USE OF REGISTERED TRADEMARKS

IBTS and Jurisdiction give mutual permission to each other to utilize each other’s registered trademark and/or logos in all marketing materials, advertisements and public documents pertinent to the Scope of Services described in the Addenda as long as this Service Agreement remains in effect.

6.0 FEE COLLECTION:

IBTS or the Jurisdiction may collect the fees for all services as described in the Addenda to this Agreement. Jurisdiction elects to utilize the fee collection method initialed below:

 Rebate Process: IBTS will collect all fees. IBTS will retain fees for its Services and will rebate the permit fees collected to the Jurisdiction.

 X **Invoice Process:** Jurisdiction will collect all fees. Jurisdiction will retain permit fees for its Services, and IBTS will invoice the Jurisdiction for the Services it provided.

Reports of all fee activities between IBTS and the cities and towns will be reported to MARC and the Jurisdiction. The reports to the Jurisdiction and MARC will include the appropriate permit fee rebates and handling fees.

6.1 PAYMENT TERMS AND PROCESS

Rebate Process – if the above Rebate Process has been selected by the Jurisdiction, IBTS will utilize its existing credit card processing system, which includes acceptance of e-payments, to receive all fees associated with Services provided to Jurisdictions. IBTS will collect payment of fees from the Applicant for appropriate Services and will retain certain fees for its Services and report activity to MARC and the Jurisdiction. IBTS agrees to pay all credit card and other banking or financing fees required in the transaction of, use of, maintenance, and other fees associated with the processing of transactions with the credit card account.

Permit Fees collected by IBTS will be rebated to the Jurisdiction to cover their expenses to administer the permit process. IBTS will make rebate payments to each Jurisdiction for permit fees collected during the permitting process. Within forty-five (45) working days of the end of the month, IBTS will rebate to the Jurisdiction all permit fees collected by IBTS.

Jurisdiction's Permit Fees– IBTS can provide suggested permit fees for the Addenda to this Service Agreement. If Rebate Process is selected, Each Jurisdiction shall establish permit fees for each permit type shown in the Addenda to this Service Agreement. These permit fees belong to the Jurisdiction. However, all fees along with all other plan review, inspection, flood review, handling and other fees required for the Service, shall be paid to the fee collector at the time the Applicant submits the permit application.

IBTS will rebate the Jurisdiction for permit fees for Services the Jurisdiction provides, such as and including permitting and issuing the Occupancy Certificates and release to connect the utilities, only after the inspections have been completed, and the building has passed all IBTS inspections. Each Jurisdiction will establish these permit fees for each permit type shown in the Addenda to this Service Agreement. The Jurisdiction's established fees may vary from the suggested permit fees included in Addendum A.

Invoice Process - Alternatively, if the Jurisdiction elects the invoice process described above

IBTS will invoice the Jurisdiction for all IBTS fees related to services provided as described in the Addenda. The Jurisdiction agrees to make payments to IBTS within forty-five (45) days of receipt of the invoice. A report describing all transactions, which will include the permit number, permit type, and the permit category, will accompany the invoice.

7.0 TERM OF AGREEMENT

This initial two-year Service Agreement term shall begin on June 18, 2020 and shall end on June 18, 2022. After the expiration date of this Service Agreement, the Service Agreement and any subsequent amendments will automatically renew and be extended for additional two-year terms until either Jurisdiction or IBTS terminates the Service Agreement by providing a 90-day written notice of termination in advance of expiration. During the term of the Service Agreement, Jurisdiction agrees to use IBTS as its exclusive provider of the Services selected; however, Jurisdiction shall not be prohibited in any manner from performing any and all Services selected with its own Jurisdiction personnel, or any other entity currently under contract as of the signing of this agreement, as the parties acknowledge that Jurisdiction is utilizing IBTS in a support, work overload capacity. Prior to the start of each two-year extension, the rate of compensation and the handling fees will be negotiated as appropriate.

8.0 TAXES

IBTS is responsible for payment of all applicable taxes on the funds it receives as compensation for services provided under this Service Agreement. IBTS's Federal Tax Identification Number is 54-1963889.

9.0 JURISDICTION-FURNISHED RESOURCES

Jurisdiction shall appoint a Program Manager to coordinate the Services pursuant to this Service Agreement. The assigned Program Manager shall be the principal point of contact on behalf of Jurisdiction and will be the principal point of contact for IBTS concerning performance under this Service Agreement.

The Jurisdiction, if required, will pass ordinances to require fees, plan reviews, permits, inspections and code compliance by IBTS and establish enforcement mechanisms that shall be in accordance with federal and state law. The Jurisdiction agrees to enforce the requirement and take administrative and legal action to enforce compliance with those ordinance requirements. IBTS shall comply with those ordinance requirements in the provision of Services to the Jurisdiction.

The Jurisdiction will provide IBTS field inspector with a location, from time to time, for coordination with the Jurisdiction personnel, filing reports and assisting citizens. If the Jurisdiction is providing permit issuance assistance, one of the Jurisdiction's personnel will handle the permits and receive the plans for review. The Jurisdiction shall also permit IBTS to use its printer or copier as necessary to support third party services.

10.0 IBTS-FURNISHED RESOURCES

IBTS will be fully responsible for its staff and all of its staff's needs including but not limited to: automobile, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs.

11.0 TERMINATION FOR CAUSE

Jurisdiction may terminate this Service Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of this Service Agreement, provided that Jurisdiction shall give IBTS written notice specifying the IBTS's failure and an opportunity to cure the failure. If within thirty (30) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Jurisdiction may seek services from another source.

12.0 INDEMNIFICATION

IBTS hereby agrees to indemnify and hold harmless Jurisdiction against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of

IBTS in the performance and/or failure to perform within this Service Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of IBTS or its subcontractors.

13.0 LIMIT OF LIABILITY

To the fullest extent permitted by applicable law, the total liability, in the aggregate, of IBTS, IBTS's officers, directors, partners, employees, agents, and contractors, to owner, and anyone claiming by, through, or under owner for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Service Agreement, from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by IBTS from the Jurisdiction hereunder, or shall be limited to the total limit of liability for the particular IBTS insurance policy that a claim would be subject to as set forth in Section 21, whichever shall be applied first. Any limitation of liability set forth in this Service Agreement shall not preclude the Jurisdiction from claiming under any insurance placed or provided pursuant to this Service Agreement up to the full amount payable under such insurance

14.0 DISPUTE RESOLUTION

Either party may submit a dispute to binding arbitration for resolution by a single arbitrator with a professional arbitration service mutually agreeable to the parties after furnishing the other party ten (10) days prior written notice. If the parties cannot agree on an arbitration service, the arbitration will take place pursuant to the American Arbitration Association ("AAA") Commercial Arbitration Rules and Mediation Procedures. The parties shall bear equally the costs of arbitration, including the fees and expenses of the arbitrator. Each party shall bear the cost of preparing and presenting its case, which will be heard at a mutually agreeable site in the Kansas City metropolitan area.

15.0 ASSIGNMENT

IBTS shall not assign any interest in this Service Agreement by assignment or transfer without prior notification from IBTS to Jurisdiction and written consent of Jurisdiction. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved Service Agreements without such prior written consent.

16.0 AGREEMENT MODIFICATION

No amendment or variation of the terms of this Service Agreement shall be valid unless made in writing, signed by both parties and approved as may be required by law. No oral understanding not incorporated in this Service Agreement is binding on any of the parties.

17.0 CONFIDENTIALITY

Jurisdiction agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. Jurisdiction agrees that it will not discuss with outside parties any information protected accordingly. Jurisdiction shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in Jurisdiction's possession, is independently or is rightfully obtained from third parties.

At all times in the duration of this Service Agreement, Jurisdiction owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for Jurisdiction for use in other business areas. IBTS will maintain records of the information related to the building department services it performs.

18.0 SUBCONTRACTORS

IBTS may use consultants or staff provided by a subcontractor. In such cases, IBTS will be fully responsible for the work completed by the consultant and staff provided by a subcontractor to IBTS for this Service Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to Jurisdiction for any breach in the performance of IBTS's duties.

19.0 NON-SOLICITATION OF EMPLOYEES

The parties recognize and agree this it is important to encourage staff retention for each party and to minimize cost impacts to the program hereunder; as such, neither party shall knowingly solicit for hire the other's employees assigned to this project for the period of this Service Agreement and six months thereafter. This shall in no way, however, be construed to restrict, limit, or encumber the rights of any employee granted by law, nor shall not in any way restrict either party from hiring employees who respond to advertisements or make independent inquiries for employment but in no event shall such employee be put to work on this specific program by the hiring party.

20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Indian Civil Rights Act of 1968, as amended, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices, and will render services under this Service Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation.

21.0 INSURANCE

- a. IBTS Insurance.** IBTS shall submit evidence of insurance to the Jurisdiction and will add the Jurisdiction as an "additional insured party" on IBTS's Commercial General Liability and Automobile Liability policies. Said policies shall not hereafter be cancelled, permitted to be expire, or be changed without thirty (30) days' written notice in advance to the Jurisdiction. Insurance shall be placed with insurers with an A.M. Best's financial strength and size category rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.
- b. Worker's Compensation Insurance.** IBTS shall maintain, during the life of the Service Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by IBTS. In case any class of employees engaged in work under the Service Agreement is not protected under the Workers' Compensation laws, IBTS shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation laws.
- c. Commercial General Liability Insurance.** IBTS shall maintain, during the life of the Service Agreement, such Commercial General Liability Insurance which shall protect IBTS, the Jurisdiction and any subcontractors during the performance of work covered by the Service Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Service Agreement, whether such operations be by IBTS staff or by a subcontractor, or by anyone directly or indirectly employed by either of them. In the absence of specific regulations, the

amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.

- d. Automobile Insurance. IBTS shall maintain, during the life of the Service Agreement Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Service Agreement to be performed thereunder, unless such coverage is included in insurance elsewhere specified.
- e. Umbrella/Excess Liability. IBTS shall maintain Umbrella/Excess Liability Insurance in an amount not less than \$5,000,000 each occurrence and in the aggregate.
- f. Professional Liability Insurance. IBTS shall maintain Professional Liability Insurance in an amount not less than \$1,000,000 each claim and in the aggregate.

22.0 NOTICES

All contractual notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Contracts
45207 Research Place
Ashburn, VA 20147
Legal@ibts.org

City of Lansing, KS
Attn: City Clerk
800 First Terrace
Lansing, KS 66043
cityclerk@lansingks.org

All technical notices shall be addressed to:

Institute for Building Technology and Safety (IBTS)
Attn: Curt Skoog
600 Broadway, Suite 200
Kansas City, MO 64105
cskoog@ibts.org
816-690-0608

City of Lansing, KS
Attn: Matthew R. Schmitz
730 First Terrace, Suite 2
Lansing, KS 66043
mschmitz@lansingks.org
913-364-6920

23.0 SEVERABILITY

If any term or condition of this Service Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Service Agreement are declared severable.

24.0 ORDER OF PRECEDENCE

This Service Agreement and any amendments shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Service Agreement and any amendments; second priority shall be given to the provisions of the IBTS Scope of Services and its Addenda.

25.0 INCORPORATION OF THE ATTACHED ADDENDA

The attached Addenda, as selected by the Jurisdiction, are attached hereto and are hereby incorporated by reference as though fully set out and rewritten herein.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Service Agreement as of this 18th day of June 2020.

For IBTS:

For CLIENT: City of Lansing, KS

Printed Name: Joseph Balac

Printed Name: Michael W. Smith

Title: General Counsel & Director of
Contracts

Title: Mayor

Signature: _____

Signature: _____

Date: _____

Date: _____

ADDENDUM A

BUILDING DEPARTMENT SERVICES & FEES

1.0 BUILDING DEPARTMENT SERVICES

IBTS can provide complete or partial Building Department Services, including, administration, permitting systems, plan reviews, permit approvals, certificate of occupancy approvals, and electronic record keeping. Permit applicants can come to the Jurisdiction's office to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications, or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Permit Applications

Citizens/contractors may go to each Jurisdiction's city/town hall or other designated location to apply for a permit and submit the required documentation for the permit. Citizens/contractors may also choose to register online with IBTS GOVMOTUS™ software. In either case, a local Jurisdiction staff person will enter and/or review the submitted information, receive the payment and submit to IBTS for review. Notifications are sent immediately to IBTS staff that Plan Reviews are pending.

Plan Reviews

As directed by the Jurisdiction, IBTS staff will conduct the plan reviews to check for compliance with federal, state and local building code requirements. The following presents the type of reviews (commercial and residential) that can be conducted, if so selected by each Jurisdiction.

- Building codes
- Electrical codes
- Plumbing codes
- Mechanical codes
- Energy codes
- Accessibility
- Flood determinations
- Landscape/land use/lighting
- Fire codes
- Other local requirements

Permit Approvals & Issuance

Once plans are approved, IBTS will indicate approval in the GOVMOTUS™ software system or notify the Jurisdiction. The system in return immediately notifies the Jurisdiction that a permit is ready for issuance. The Jurisdiction having authority remains in control in order to issue permits, and each Jurisdiction can hold the approval for issues or concerns. This provides the opportunity to hold final issuance for any reason the Jurisdiction may deem necessary.

Inspections

Once the permit is issued and the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via email request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the Jurisdiction that a CO is ready to be issued. The Jurisdiction at that time, just like the permit, has the authority to withhold that CO for any

reason they deem necessary. This provides each Jurisdiction with ultimate control of allowing the occupancy of the structure.

2.0 AUGMENTATION OF EXISTING BUILDING DEPARTMENT SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

Services provided a la carte' are billed at either task and/or hourly rates, according to the deliverable.

AUGMENTATION FEE STRUCTURE

Residential Plan Review Fees: \$100.00 per hour
Commercial Plan Review Fees: \$135.00 per hour

Residential Inspections: \$100.00 per inspection*
Commercial Inspections: \$150.00 per inspection*

Full Time Inspector: \$110 per hour with a minimum of two weeks engagement
Full Time Inspector: \$125 per hour

**Inspections are per trade, not per site visit. Example, if during the foundation pour inspection, an inspector looks at foundation/footing and underground plumbing - that is two (2) inspections for a total of \$200.00.*

RESIDENTIAL BUILDING FEE SCHEDULE			
ITEM	Sq. Ft.	Plan Reviews	Inspections
New Construction/Additions	0-3,000	\$275	\$900
	3,001-5,000	\$410	
	>5,001	\$525	
New Modular	All	\$160	\$275^
Alter/Repair	Plan Review Not Required	na	\$160^
	Non Structural Support Modifications	\$80	\$160^
	With Structural Support Modifications	\$110	\$275^
	With Structural Support Modifications & Egress Changes	\$180	\$320^
New Manufactured Housing	All	n/a	\$275
New Detached Accessory	Over 400 sq. ft.	\$110	\$220^
New Portable Building	Over 400 sq. ft.	\$80	\$160^
Structure Relocation	All	\$200	\$275
Swimming Pool	For pools required by ICC and city codes to be inspected.	\$80	\$315
MISCELLANEOUS			
1st Re-Inspection	n/a	n/a	n/a
2nd Re-Inspection			\$100
3rd Re-Inspection			\$175
Roofing Inspection			\$160
Electrical Meter Change			\$80
Mechanical Trade Inspection			\$80
Electrical Trade Inspection			\$80
Plumbing Trade Inspection			\$80
Demolition			\$80
Change of Occupancy			\$80
Change of Contractor			n/a
Permit Extensions			n/a
Decks			\$160
Temporary Pole			\$80
All Stop Work Orders			\$165
Flood Determination Review			\$80
Hourly Rate			\$125

^ Add trade permit fees when required

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE

GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES Includes 1 Re-review	Fees for Additional Plan Review Rounds	INSPECTION FEES		
		Minimum	Maximum					
A	ASSEMBLY (Section 303)	0	2,500	\$425	\$250	\$1,400		
		2,501	4,500	\$715		\$1,650		
		4,501	10,000	\$1,425		\$3,000		
					\$400	\$4,500		
		10,001	50,000	\$2,000		\$9,000		
		50,001	100,000	\$3,500				
				100,000	300,000	\$4,800		
		300,001 +		\$4,800 + .02 sq.ft. over 300,000	\$500	\$9,000 + .02 sq.ft. over 300,000		
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living) (Section 308)	0	2,000	\$425	\$250	\$1,100		
		2,001	5,000	\$715		\$1,650		
		5,001	10,000	\$1,425		\$2,100		
					\$400	\$4,500		
		10,001	20,000	\$1,800		\$5,800		
		20,001	30,000	\$2,600		\$7,800		
		30,001	50,000	\$3,750		\$13,000		
				50,001	100,000	\$4,500		
				100,001	300,000	\$6,000.00		\$24,000
		300,001 +		\$6,000 + .02 sq.ft. over 300,00	\$500	\$24,000 + .02 sq.ft. over 300,000		
M & B	BUSINESS OR MERCANTILE (Sections 304 and 309)	0	3,000	\$450	\$200	\$825		
		3,001	10,000	\$900		\$1,900		
		10,001	30,000	\$1,700		\$2,900		
					\$300	\$5,200		
		30,001	80,000	\$2,400		\$11,000		
		80,001	150,000	\$3,300		\$16,000		
		150,001	300,000	\$5,500		\$16,000 + .02 sq.ft. over 300,000		
		300,001 +		\$5,500 + .02 sq.ft. over 300,000				
E & 1-4	EDUCATIONAL & DAYCARE (Section 305 and 308.6)	0	5,000	\$715	\$250	\$1,650		
		5,001	10,000	\$1,250		\$2,100		
		10,001	30,000	\$2,000		\$4,800		
					\$400	\$11,000		
		30,001	80,000	\$3,400		\$19,500		
		80,001	150,000	\$5,300		\$49,500		
				150,001	300,000	\$8,500		
		300,001 +		\$8,500 + .02 sq.ft. over 300,000	\$600	\$49,500 + .02 sq.ft. over 300,000		

COMMERICAL CONSTRUCTION/ALTERATION/ADDITION BUILDING FEE SCHEDULE						
GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEES	Fees for Additional Plan Review Rounds	INSPECTION FEES
		Minimum	Maximum	Includes 1 Re-review		
F1, F2, S1,S2, & U	INDUSTRIAL OR STORAGE (Sections 306, 311 & 312)	0	10,000	\$600	\$175	\$825
		10,001	20,000			\$900
		20,001	50,000			\$1,300
		50,001	100,000			\$1,500
		100,001	200,000			\$1,800
		\$200,001 +		\$600 + .02 sq.ft. over 200,000		\$1,800 + .02 sq.ft. over 200,000
H1, H2, H3, H4, & H5	HIGH HAZARD (Section 307)	0	2,000	\$775	\$175	\$2,000
		2,001	5,000	\$1,200		\$2,500
		5,001 +		\$1,200 + .03 sq.ft. over 5,000		\$2,500 + .03 sq.ft. over 5,000
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES (not regulated by the IRC) (Section 310)	0	2,500	\$600	\$150	\$1,650
		2,501	10,000	\$1,350		\$2,000
		10,001	30,000	\$1,900		\$5,200
		30,001	50,000	\$3,500		\$10,900
		50,001	150,000	\$4,500	\$225	\$19,500
		150,001	300,000	\$5,800		\$48,500
	300,001 +		\$5,800 + .02 sq.ft. over 300,00	\$48,500 + .02 sq.ft. over 300,00		
Tenant Finish	When any size existing building experiences an interior remodel and change that requires inspection and plan review.			Quoted		Quoted

CDBG Infrastructure Inspections: \$125.00/hr with project maximums quoted per job.

FLOODPLAIN SERVICES AND FEES

1.0 COMPLETE FLOODPLAIN SERVICES

IBTS will provide Floodplain Enforcement (reviews and inspections), Floodplain Administration (data management and maintenance), and other Floodplain Management services (i.e., Base Flood Elevation determination, ordinance review, amendment facilitation, assistance with submittal requests for Letter of Map Revisions and Letters of Map Amendments) to the Jurisdiction. Note that any required enforcement and administration to support and maintain the National Flood Insurance Program (NFIP) for flood permits issued by the Jurisdiction prior to the start of services for the Jurisdiction are not within the Scope of this Service Agreement.

Applicants will come to the Jurisdiction's local city hall or other designated location to apply for permits, submit plans for plan reviews, or requests for Zoning and FEMA certifications. However, for inspections, site verification visits, the Applicants can call IBTS directly. All administrative documentation managed by IBTS may be sent directly to IBTS offices from the Applicant, architect, engineer or land surveyor. IBTS will evaluate and assist each Jurisdiction with evaluating the benefits of implementing the Community Rating System (CRS) as a part of its participation in the NFIP. IBTS will coordinate with the local FEMA Region office and its CRS resources to determine and analyze any benefits of the CRS program. IBTS will develop the necessary presentations and data for the Jurisdiction to determine if implementation of the CRS program would be of benefit.

Nothing in this addendum and/or Service Agreement shall be construed to conflict with 44 CFR and other state or local adopted laws, rules and regulations.

2.0 FLOODPLAIN SERVICES FEE SCHEDULE

TYPE	IBTS FEES
Elevation Determination – Residential	\$75.00 per unit
Elevation Determination – Commercial	\$150.00 per unit
Ordinance Review	\$125.00 per hour
Ordinance Amendment Facilitation	\$125.00 per hour
LOMR and LOMA Assistance	\$125.00 per hour
Consultation	\$125.00 per hour

**Additional services are available upon request.*

ADDENDUM C

ACCESSIBILITY CODE SERVICES AND FEES

1.0 COMPLETE ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS will provide Accessibility Plan Review and Inspection Services and will perform site visits. As permitted by the completeness of information submitted for code plan review, IBTS will conduct the accessibility plan reviews during the building department plan reviews in order to streamline the process. However, should accessibility not be fully addressed within the original submission, additional reviews may be necessary.

IBTS staff will provide the accessibility technical reviews and inspections on commercial use group properties. IBTS will review drawings and inspect structures for these codes requirements for compliance to the locally adopted codes. IBTS staff will attach Plan Reviews and Inspection result records to each permit which can be archived for easy retrieval for future purposes.

IBTS will also provide accessibility plan reviews and inspections on existing sites and structures.

All accessibility reviews and inspections will be documented and recorded in the GOVMOTUS™ Permitting System software. Each review and inspection report will be available from any web-enabled access device such as internet tablets and pads.

1.1 AUGMENTATION OF EXISTING ACCESSIBILITY PLAN REVIEW AND INSPECTION SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

2.0 ACCESSIBILITY SERVICES FEES

2.1 **Operation Fees:** Fees for accessibility reviews and inspections are included in the fees for the building code plan reviews and inspections found in Attachment A.

2.2 **Augmentation:** Should an Applicant desire to have reviews and or inspections only conducted on a commercial structure, the following fees are applicable.

TYPE	IBTS PLAN REVIEW FEES	IBTS INSPECTION FEES
All Commercial Structures, <5,000 sq. ft	\$275.00 each	\$750.00 each
All Commercial Structures, 5,001 – 25,000 sq.ft	\$515.00 each	\$1000.00 each
All Commercial Structures, 25,001 – 100,000 sq.ft	\$735.00 each	\$1500.00 each
All Commercial Structures, >100,001 sq.ft	\$1355.00 each	\$2250.00 each

ADDENDUM D

FIRE CODE REVIEW AND INSPECTION SERVICES AND FEES

1.0 COMPLETE FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS will provide code plan review and inspections services, permit approvals, certificate of occupancy approvals and electronic record keeping for commercial structures. Permit applicants can come to the Jurisdiction's city hall or other designated location to get permits, submit plans for plan reviews, or for Zoning and FEMA certifications, or they may elect to apply online once IBTS has implemented its proprietary online GOVMOTUS™ permitting system.

Plan Reviews

As directed by the jurisdiction, IBTS staff will conduct all of the plan reviews to check for compliance with federal, state and local building fire code requirements. These reviews will be conducted during the same time as the building code and accessibility reviews.

IBTS will provide FIRE ONLY plan reviews and inspections for operations, special events and uses such as haunted houses, stadium changes, etc. IBTS will work with the local Fire Chief to ensure a safe event.

Permit Approvals

The permit approval process will follow the same steps for processing permits as described in Addendum B - Building Code Department Services.

Inspections

Once the project is under construction, IBTS will provide inspections on the construction project, based upon the structure type of occupancy. IBTS will provide each contractor with a direct telephone number to the inspector in order to schedule the inspections; inspections can also be requested via fax request or on the web-based permitting solution.

Certificates of Occupancy

After the final inspection or the Certificate of Occupancy (CO) inspection is completed, IBTS will upload and document all of the results and reports from the inspections in the GOVMOTUS™ software. IBTS will then approve the CO for issuance and the software will notify the jurisdiction that a CO is ready to be issued. The Jurisdiction at that time, just like the permit, has the authority to withhold that CO for any reason they deem necessary. This provides each Jurisdiction with ultimate control of allowing the occupancy of the structure.

IBTS, upon direction from the Jurisdiction, will coordinate the CO inspection with the local and/or State Fire Marshal as required to ensure that all of their requirements have been satisfied before occupancy is allowed.

1.1 AUGMENTATION OF EXISTING FIRE CODE PLAN REVIEW & INSPECTION SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

2.0 FIRE CODE REVIEW & INSPECTION SERVICES FEES

COMMERCIAL FIRE CODE FEES - Operation and Augmentation								
COMMERCIAL TYPE & SIZE				IBTS FIRE CODE PLAN REVIEW FEES			IBTS FIRE CODE INSPECTION FEES	
GROUPS	OCCUPANCY	SQUARE FOOTAGE		OPERATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	AUGMENTATION REVIEW FEE (INCLUDES 1 REJ. REVIEW)	IBTS 3rd PLAN REVIEW	OPERATION INSPECTION FEES	AUGMENTATION INSPECTION FEE
		Minimum	Maximum					
A	ASSEMBLY	0	2,500	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,501	4,500	\$75.00	\$150.00		\$150.00	\$250.00
		4,501	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	50,000	\$185.00	\$315.00		\$250.00	\$700.00
		50,001	100,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		100,000	300,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		300,001 +		\$715.00	\$1,000.00		\$1,000.00	\$1,800.00
1-2, 1-3	HEALTH CARE, INSTITUTIONAL, OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		2,001	5,000	\$75.00	\$150.00		\$150.00	\$250.00
		5,001	10,000	\$135.00	\$250.00		\$150.00	\$500.00
		10,001	20,000	\$185.00	\$315.00		\$250.00	\$700.00
		20,001	30,000	\$250.00	\$500.00		\$400.00	\$1,000.00
		30,001	50,000	\$500.00	\$725.00		\$850.00	\$1,400.00
		50,001	100,000	\$715.00	\$1,000.00		\$1,000.00	\$1,650.00
		1,000,001	300,000	\$845.00	\$1,235.00		\$1,300.00	\$1,800.00
300,001 +		\$950.00	\$1,400.00	\$1,580.00	\$2,100.00			
M & B	BUSINESS OR MERCANTILE	0	3,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		3,001	10,000	\$100.00	\$160.00		\$200.00	\$315.00
		10,001	30,000	\$150.00	\$235.00		\$250.00	\$385.00
		30,001	80,000	\$200.00	\$275.00		\$325.00	\$425.00
		80,001	150,000	\$315.00	\$355.00		\$500.00	\$715.00
		150,001	300,000	\$485.00	\$580.00		\$615.00	\$975.00
		300,001 +		\$600.00	\$795.00		\$750.00	\$1,300.00

E & 1-4	EDUCATIONAL & DAYCARE	0	5,000	\$75.00	\$150.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$300.00
		5,001	10,000	\$125.00	\$235.00		\$200.00	\$415.00
		10,001	30,000	\$200.00	\$275.00		\$375.00	\$650.00
		30,001	80,000	\$300.00	\$360.00		\$500.00	\$900.00
		80,001	150,000	\$450.00	\$615.00		\$1,300.00	\$1,300.00
		150,001	300,000	\$750.00	\$1,400.00		\$2,000.00	\$2,750.00
		300,001 +		\$1,000.00	\$1,900.00		\$3,500.00	\$4,100.00
F1, F2, S1,S 2, & U	INDUSTRIAL OR STORAGE	0	10,000	\$125.00	\$250.00	50% of original plan review fee with a \$75 minimum	\$150.00	\$250.00
		10,001	20,000				\$150.00	\$250.00
		20,001	50,000				\$225.00	\$375.00
		50,001	100,000				\$225.00	\$375.00
		100,001	200,000				\$225.00	\$485.00
		\$200,001 +		\$250.00	\$500.00		\$350.00	\$615.00
H1, H2, H3, H4, & H5	HIGH HAZARD	0	2,000	\$200.00	\$375.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$500.00
		2,001	5,000	\$350.00	\$600.00		\$350.00	\$500.00
		5,001 +		\$500.00	\$925.00		\$500.00	\$715.00
R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, & RESIDENTIAL CARE FACILITIES	0	2,500	\$150.00	\$300.00	50% of original plan review fee with a \$75 minimum	\$250.00	\$435.00
		2,501	10,000	\$200.00	\$400.00		\$375.00	\$600.00
		10,001	30,000	\$300.00	\$615.00		\$500.00	\$1,300.00
		30,001	50,000	\$425.00	\$800.00		\$800.00	\$2,250.00
		50,001	150,000	\$500.00	\$1,100.00		\$1,475.00	\$3,415.00
		150,001	300,000	\$735.00	\$1,700.00		\$2,000.00	\$48,000.00
		300,001 +		\$1,100.00	\$2,300.00		\$2,400.00	\$6,000.00

ADDENDUM E

STORMWATER SERVICES AND FEES

1.0 COMPLETE STORMWATER SERVICES

IBTS will provide Stormwater Pollution Prevention Plan (SWPPP) reviews and site inspections. These services will be provided on all residential and commercial structures as required by local, state and or federal laws regulating stormwater pollution.

SWPPP Reviews

IBTS will provide the SWPPP reviews at the same time as the Building Code reviews. IBTS will ensure that the necessary state permits have been obtained and are on file with the construction permit.

IBTS will also maintain any necessary sub-division Service Plans as allowable by regulations. The Service Plan will be reviewed only once, and thereafter, IBTS will confirm that contractors have signed the necessary agreements that they as well as the sub-contractors will follow the Service SWPPPs.

SWPPP Site Visits

IBTS will conduct SWPPP inspections at each code inspection to verify ongoing compliance of the SWPPP requirements at the job site. Records of inspection results will be recorded and archived with the construction permit for record keeping and archival purposes

In the event of a rainfall event, IBTS will conduct spot checks for records after the rainfall event has passed, but no sooner than 24hrs to allow the site manager to complete all paperwork. IBTS will verify that stormwater pollution plans are in place and remain effective after the rainfall event.

1.1 AUGMENTATION OF EXISTING STORMWATER SERVICES

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement each of the tasks needed within each service and include those descriptions as part of their Service Agreement.

2.0 STORMWATER SERVICE FEES - Operation

Fees for stormwater reviews and inspection are included in the fees for the building code plan reviews and inspections found in Addendum B.

2.1 STORMWATER SERVICE FEES - Augmentation

IBTS can provide a la carte' services describe in this addendum. Jurisdictions may elect to utilize IBTS for specific tasks within each service description. Exact details of the individual tasks within each service are to be outlined between IBTS and the Jurisdiction. Because each Jurisdiction's needs are different and if needed, each Jurisdiction may elect to specifically call out in their individual Service Agreement the each tasks needed within each service and include those descriptions as part of their Service Agreement.

STORMWATER SERVICE FEES FOR AUGMENTATION		
Service	Reviews	Inspections
Residential SWPPP Master Development Reviews	\$350.00	\$1,500.00 / year / development
Commercial SWPPP Master Development Reviews	\$450.00	\$2,500.00 / year / development
Residential SWPPP Individual Development (greater than 1 acre)	\$150.00	\$300.00 / site
Residential Rainfall Event Inspection	N/A	\$150.00 per site / per event
Commercial Rainfall Event Inspection	N/A	\$200.00 per site / per event
Hourly Rate for Other Requested Work*	\$125.00	

*Additional services available upon request, such as: Assistance with the development of a Stormwater Management Plan and program. Development of Stormwater Best Management Practices, Development of Stormwater Utility Fee System, Assistance with the development of Municipal Stormwater System Annual Report.

ADDENDUM F

GOVmotus™ PERMITTING SOFTWARE AND FEES

[RESERVED FOR FUTURE USE]

ADDENDUM G
ENERGY AND GREEN BUILDING SERVICES AND FEES

[RESERVED FOR FUTURE USE]

ADDENDUM H

PLANNING AND ZONING SERVICES AND FEES

1.0 COMMUNITY DEVELOPMENT (PLANNING AND ZONING) MANAGEMENT

IBTS can provide complete or partial Community Development management and support. Focusing on the community's assets, current character and desires, IBTS will develop, implement, manage and conduct planning and zoning activities for the Jurisdiction. IBTS will provide information concerning zoning to the general public, builders, developers, Mayor, Jurisdiction Council and Planning and Zoning Commission. In addition, IBTS will develop and recommend policies and procedures for all Planning and Zoning activities.

IBTS will provide Community Development solutions that utilize traditional concepts along with innovative ideas that will best fit each respective community and its context. IBTS will coordinate efforts with the Jurisdiction's Councils, Boards and/or Commissions to administrate the following:

- Community Development Operations (Long Range and Current)
- Development of Comprehensive, Subarea, Neighborhood and Corridor Plan Development or review
- Current Planning, including Plan and Development Review Facilitation
- Zoning Interpretation, Compliance and Enforcement
- Council, Boards and Commissions Training
- Council, Boards and Commissions Support
- Planning, Zoning and Development Ordinance and Code Review
- Zoning and Development Code Implementation
- Sign Code Development and Implementation
- Community Development Services Consultation

2.0 PLANNING AND ZONING INSPECTIONS

IBTS will conduct enforcement of the local zoning ordinances as adopted. The Zoning Administrator will review all the required Development Permits, Development Permit Approvals, Zoning Reviews and full administration of the Zoning Ordinance. IBTS will attend each Development Review Committee meeting to be informed and aware of upcoming projects. Zoning administration will provide the following:

- Site Inspections
- Setbacks
- Accessory Use
- Traffic Corner Visibility
- Public Notification
- Nonconforming Buildings
- Landscape & Screening
- Signs / Billboards

3.0 COMMUNITY DEVELOPMENT GRANT WRITING AND ADMINISTRATION

IBTS will provide the following grant writing and administration services:

- Grant Writing and Submittal (including all necessary public process)
- Grant Administration
- Project Management and construction oversight
- Grant Consultation

4.0 PLANNING & ZONING FEES – Operation or Augmentation

PLANNING & ZONING FEES	
PLANNING APPLICATION	PLAN REVIEW AND STAFF REPORT
Rezoning	\$400 plus \$85/acre over first acre
Zoning Verification Letter	\$75 or \$125 per hour if research required
Minor Subdivision/Lot Split/Lot Combination	\$300 plus \$50/lot
Preliminary Plat or Development Plan (residential or commercial)	\$400 plus \$50/lot
Site Plat	\$300
Final Plat (residential)	\$300 plus \$50/lot
Revised Development Plan (residential or commercial)	\$400 plus \$50/lot
Preliminary and Final Plat Extension	\$150
Waiver - Paving, parking, etc	\$125
Revocation	\$250
Wireless Tower Site Plan	\$400
Mobile Home Park	\$500 plus \$25/lot
Major Street Plan Amendment	\$750
Planned Unit Development Concept Plan	\$500 plus \$100/acre over 2.5 acres
Planned Unit Development Final Development Plan	\$400

PLANNING & ZONING FEES - continued	
PLANNING APPLICATION	PLAN REVIEW AND STAFF REPORT
In-home Conditional/Special Use Permit	\$200
Street Name Change	\$250 plus \$3 for each Abutting Property Owner
Major Street Setback Reduction	\$200
Conditional/Special Use Permit	\$375 plus \$75/acre after first ac.
Ordinance Amendment, Code updates	\$125 per hour
Demolition and Moving Permit	\$200
Opinion of Appropriateness	\$100 or \$125 /hour if reasearch required
Vacation of Right of Way and Easements	\$300
Temporary Sign Permit	\$100
Permanent Sign Permit	\$300
Placing of Legal Ad	\$125 plus publishing cost
Other Planning Services	\$125 per hour
Variance	\$250 plus cost of court reporter
Interpretation	\$250 plus cost of court reporter
Weekly Office Hours with six month commitment:	
Per 4 hour period	\$460.00

* MARC Fees are 1.5% of the processing fees.

**An hourly rate is presented where a flat fee does not apply.

***Fees do not include radius reports, court reporter, county filing fees, postage, sign or sign posting, or newspaper publication.

ADDENDUM I

PROPERTY MAINTENANCE SERVICE AND FEES

1.0 – Property Maintenance Inspections

IBTS will provide the inspections for the Jurisdiction to enforce the Jurisdiction's Property Maintenance ordinance. IBTS Property Maintenance Inspectors and Certified Building Officials will conduct the inspections, as authorized by the Jurisdiction, and provide the inspection results, along with any required documented evidence and or pictures as necessary to identify the violation clearly and effectively.

As a summary, the following is a list of inspections in this Service area:

- Unsafe Structures & Equipment
- Emergency Measures
- Demolition
- Rental Properties
- Vacant Structures
- Vacant Overgrown Land
- Nuisance
- Property Inspections
- 10" or higher weeds
- Unimproved lots with weeds higher than 36"
- Rodent Harborage
- Abandoned Vehicle (Forwards to police)
- Swimming Pools
- Exterior Structure
- Interior Structure
- Rubbish & Garbage
- Extermination / Infestations
- Light / Ventilation
- Occupancy Limitations
- Required Facilities
- Toilet Rooms
- Plumbing Systems
- Water Systems
- Sanitary Drainage
- Heating Facilities
- Mechanical Equipment
- Nuisance Inspection
- Electrical Facilities / Equipment
- Duct Systems
- Means of Egress
- Fire Resistance
- Fire Protection

2.0 – Property Maintenance Documentation

IBTS will coordinate with the Jurisdiction officials including but not limited to the Jurisdiction Attorney, the Jurisdiction Fire Chief and the jurisdiction Chief of Police on the development, approval and implementation of all the necessary forms, documentation and notices required by this effort. Citation forms will be compiled onto one common form where applicable. IBTS will coordinate with the Jurisdiction upon developing these forms, documents and notices in order to keep the number of required forms to a minimum for printing efficiency.

3.0 – Jurisdiction Responsibility

The Jurisdiction will incur all costs associated with printing, supplying and distributing of all of the necessary forms, documentation and notices required for enforcement by this effort. IBTS will provide the necessary forms, documents and notices in electronic format suitable for printing.

If needed, the Jurisdiction Police Department Police Chief, in coordination with the Mayor and Jurisdiction Council, will appoint IBTS as an officer charged with one duty only - the issuing of Notices of Violation to vehicles for property maintenance violations.

Ordinances will be passed and fee schedules adopted as needed by the Jurisdiction in order to pay for Services rendered by IBTS. The Jurisdiction agrees to adopt a line item budget to pay for these services and it will be the Jurisdiction's responsibility to recoup any associated costs from the citizens for Services. IBTS staff will monitor the budget and ensure that Services do not exceed the approved budgeted amount.

IBTS will provide the necessary field inspections and documentation of violations. The Jurisdiction will be responsible for any necessary court actions, injunctive reliefs and other measures needed to bring about compliance.

4.0 – Program Manager


The Jurisdiction Program Manager will initiate coordination efforts for structures, vehicles, equipment and property inspections. The Program Manager will authorize IBTS to conduct the inspections after a review of each complaint filed is completed to verify it is not a nuisance complaint. This type of coordination will prevent the jurisdiction from accruing inspection charges for complaints that are not valid. This will enable the Jurisdiction to better handle citizen disputes rather than starting and completing a case management file for a non-valid complaint.

As required, coordination between IBTS and the Jurisdiction's Police Department will occur once the vehicle in question has been determined to exist. Once the VIN number is obtained, IBTS will obtain the required owner information so that the citation may be completed and the appropriate notice sent to the vehicle owner and if necessary, the property owner. This documentation will be copied to the Jurisdiction as well as the Jurisdiction's Police Department for enforcement and authorization of towing, as necessary.

5.0 Fees

PROPERTY MAINTENANCE FEE SCHEDULE			
ITEM		1st Inspections includes violation letter and re-inspection	Additional Inspections as required
Dangerous or Unsafe Structures and Equipment	Residential	\$ 175	\$ 100
	Non-residential and Multi-Family	\$ 400	\$ 150
	Equipment, Fences, Out-buildings	\$ 100	\$ 75
Structure/Equipment Violation (other than Dangerous/Unsafe Buildings)	Residential	\$ 150	\$ 75
	Non-residential and Multi-Family	\$ 350	\$ 75
	Equipment, Fences, Out-buildings	\$ 100	\$ 75
Stop Work Order, Do Not Occupy Order		\$ 150	\$ 75
Unlawful Structure		\$ 275	\$ 150
Demolition		\$ 250	\$ 100
Rental Inspections	Apartment unit and rental home	\$ 150	\$ 100
	Multiple apartment and duplex units	\$ 95	\$ 80
Interior Property	Garbage, refuse, broken or worthless items, animal feces, etc.	\$ 150	\$ 75
	Infestation	\$ 100	\$ 75
	Unfit for human habitation (Not in Dangerous/Unsafe Buildings Code)	\$ 175	\$ 100
Exterior Property	Garbage, refuse, trash containers in front yard, unstacked firewood, limb piles, broken or worthless items, animal feces, weeds, building supplies, auto parts, etc.	\$ 100	\$ 75
	Porch, stairs, decks, balconies, handrails, guards	\$ 100	\$ 75
	Hard surfaces unsafe to vehicles and pedestrians	\$ 100	\$ 75
	Illegal Camping	\$ 100	\$ 75
	Pool of Water - swimming pool, pond, reservoir, other receptacles	\$ 100	\$ 75
Vehicles, Trailers, Campers, RVs, Motorcycles and Boats	Inoperable and unlicensed	\$ 75	\$ 75
	Improperly parked	\$ 75	\$ 75
	Used as living quarters	\$ 100	\$ 75
Nuisances Not Described Above		\$ 75	\$ 75
Assistance to Police and Prosecutor in preparing citations and court preparation.		\$110 per hour, plus travel costs	
Attendance and testimony at court and administrative Hearings		\$110 per hour, plus travel costs	
Preparation and organizing administrative hearings, i.e. placing legal notices, mailing letters, preparing documents, etc.		\$110 per hour, plus travel costs	
Residential property owner research		\$25 each	
Commercial property owner research		\$45 each	
Postage		Actual Cost	
Information from title company - ownership and encumbrance reports, ownership lists, etc.		Actual Cost	
Work Not Described Above		\$110 per hour, plus travel costs	

AGENDA ITEM

TO: Tim Vandall, City Administrator 

FROM: Mike Spickelmier, Director of Public Works *MCWS 6/26/2020*

DATE: June 26, 2020

SUBJECT: Speed Limit on DeSoto Road between 4H Road and Eisenhower Road

Policy Consideration: The appropriate setting of speed limits enhances both the efficiency and the safety of the infrastructure network. DeSoto road is identified as a minor arterial in the Lansing Comprehensive plan, and provides a critical north-south thoroughfare on the west side of the city. The recently completed section of DeSoto Road from Ida to Eisenhower has a 45MPH design speed in accordance with that vision. Speed limits are a regulatory function of the governing body, and can only be modified through ordinance.

In order to provide options for modification to any existing regulations, a speed study was conducted last fall in anticipation of the final completion of the project. Those results are included with this report. This information has been reviewed by the Public Works Staff and by the City Engineer. We are in concurrence with the findings of this report.

Financial Consideration: Cost per sign is approximately \$100 per installation or new, and \$50 when existing poles are utilized. It is anticipated that 4 advisory signs with posts will be placed. The existing speed limit signs will be reused at other locations. Overall impact is less than \$1000

Action:

1. The City Council concurs with the recommendations of the DeSoto Road Speed Study performed by SMH Consultants, and directs staff to include these recommendations into the next revision of the Standard Traffic Ordinance.
2. The City Council takes under advisement the recommendations of the DeSoto Road Speed Study, yet delays the adoption of the modifications until such time as there are further improvements to DeSoto (Ida to 4H Road). Leaving the existing 35 MPH speed in place.



Technical Memorandum

To: City of Lansing
From: SMH Consultants, Brett Louk
Date: 01/28/2020
Subject: S. Desoto Road Speed Limit Study



INTRODUCTION

The Public Works Department of the City of Lansing has asked SMH Consultants, P.A. (SMH) to conduct a speed limit study for S. Desoto Road, from 4-H Road to Ida Street. The purpose of this memo is to determine and present the recommended speed limit for this section of S. Desoto Road. This speed limit study looked at the 85th percentile speed, crash data and intersection sight distances to determine an appropriate speed limit. USLIMITS2, a software developed by the Federal Highway Administration (FHWA), The American Association of State Highway Officials (AASHTO) *Green Book*, and the FHWA's *Manual on Uniform Traffic Control Devices (MUTCD)* 2009 Edition were references utilized throughout this study.

METHODOLOGY

Based on the radar information provided by the City of Lansing, the 85th percentile speed was found to be 41 miles per hour and the 50th percentile speed was found to be 37 miles per hour. This information was entered into the USLIMITS2 software to obtain a recommended speed limit of 40 miles per hour.

The AASHTO *Green Book* provides information on determining intersection sight distances for various intersection types. The two major types of intersections present on this stretch of S. Desoto Road are stop controlled and uncontrolled. Driveways are treated as uncontrolled intersection types. Stop controlled intersection sight distances are determined using a departure sight triangle and uncontrolled (or yield control) intersection sight distances are determined using an approach sight triangle. A departure sight triangle provides adequate sight distance for a stopped driver on a minor roadway to depart from the intersection and enter or cross the major roadway. An approach sight triangle provides the driver of a vehicle approaching an intersection an unobstructed view of conflicting vehicles or pedestrians. SMH utilized the information available in the AASHTO *Green Book* to calculate the required intersection sight distances for each of the intersections along S. Desoto Road, between 4-H Road and Ida Street at a speed limit of 40 miles per hour. The table below shows the calculated intersection sight distances. A corresponding map is attached to this memo indicating the numbered intersections.

Calculated Intersection Sight Distances			
Intersection	Intersection Control	Major Road Intersection Sight Distance (feet)	Minor Road Intersection Sight Distance (feet)
1	Case B - Left Turn	445	14.5 from edge of major
	Case B - Right Turn	385	14.5 from edge of major
2	Case A	195	195 - From Left
			213 - From Right
3	Case A	195	195 - From Left
			213 - From Right
4	Case A	195	195 - From Left
			213 - From Right
5	Case A	214.5	195 - From Left
			213 - From Right
6	Case B - Left Turn	445	14.5 from edge of major
	Case B - Right Turn	385	14.5 from edge of major
7	Case A	195	195 - From Left
			213 - From Right
8	Case A	195	195 - From Left
			213 - From Right
9	Case A	195	195 - From Left
			213 - From Right
10	Case A	195	195 - From Left
			213 - From Right
11	Case A	195	195 - From Left
			213 - From Right
12	Case B - Left Turn	445	14.5 from edge of major
	Case B - Right Turn	385	14.5 from edge of major
13	Case A	195	195 - From Left
			213 - From Right
14	Case A	195	195 - From Left
			213 - From Right
15	Case A	195	195 - From Left
			213 - From Right
16	Case A	195	195 - From Left
			213 - From Right
17	Case A	195	195 - From Left
			213 - From Right

After calculating the intersection sight distances, SMH field measured the sight distance for each intersection utilizing a range finder. The table below shows the field measured

COLORADO SPRINGS
411 South Tejon Street, Suite i
Colorado Springs, CO 80903
P: 719-465-2145

DODGE CITY
707 3rd Avenue, Suite A
Dodge City, KS 67801
P: 620-255-1952

MANHATTAN - HQ
2017 Vanesta Place, Suite 110
Manhattan, KS 66503
P: 785-776-0541

OVERLAND PARK
8101 College Blvd., Suite 100
Overland Park, KS 66210
P: 913-444-9615

intersection sight distances. The field measured sight distances were then compared to the calculated sight distances to determine if adequate sight distance was available at each intersection for a posted speed limit of 40 miles per hour.

Measured Intersection Sight Distances			
Intersection	Intersection Control	Major Road Measured Distance (feet)	Minor Road Measured Distance (feet)
1	Case B - Left Turn	445	14.5
	Case B - Right Turn	385	14.5
2	Case A	195	195
			85
3	Case A	195	63
			186
4	Case A	195	30
			35
5	Case A	214.5	30
			22
6	Case B - Left Turn	445	14.5
	Case B - Right Turn	385	14.5
7	Case A	195	60
			50
8	Case A	195	88
			70
9	Case A	195	40
			51
10	Case A	195	60
			46
11	Case A	195	140
			55
12	Case B - Left Turn	445	14.5
	Case B - Right Turn	385	14.5
13	Case A	195	70
			23
14	Case A	195	23
			73
15	Case A	195	45
			17
16	Case A	195	55
			35
17	Case A	195	130
			25

SPEED LIMIT ANALYSIS RESULTS

The stop-controlled intersections along S. Desoto Road, between 4-H Road and Ida Street, have adequate sight distance based on the 40 miles per hour speed limit recommended by the USLIMITS2 software.

The uncontrolled intersections lack the adequate sight distance based on the 40 miles per hour speed limit. However, this is a little deceiving. The uncontrolled intersection scenario is based on the vehicle traveling on the minor road at a free-flowing speed and only needing to slow slightly to decide if there is a conflict with an approaching vehicle. In actuality, the vehicles in this scenario are entering the major road from a driveway rather than an actual road. In this case, the vehicle on the minor road will be stopping, or travelling at a very low rate of speed, prior to entering the major road. These uncontrolled intersections can be treated more like stop-controlled intersections. When treated this way, there is adequate sight distance for the 40 miles per hour speed limit.

SUMMARY & RECOMMENDATION

Based on the analysis presented, all intersections along S. Desoto Road, between 4-H Road and Ida Street, have adequate sight distance for a speed limit of 40 miles per hour.

It is recommended to post the speed limit on this stretch of S. Desoto Road at 40 miles per hour. There is a vertical curve along this stretch of S. Desoto Road. It is recommended that a W7-6 (Hill Blocks View) sign and a W13-1 (35 MPH) speed advisory plaque be installed on each side of this vertical curve. These signs are advisory signs and should be installed to alert drivers that sight distance may be limited in this area. All sign installation and placement should follow the guidelines outlined in the latest edition of the MUTCD.



USLIMITS2 Speed Zoning Report

Project Name: S. Desoto Speed Limit

Analyst: Brett

Date: 12-17-2019

Basic Project Information

Route Name: S. Desoto
From: 4-H Road
To: Ida Street
State: Kansas
County: Leavenworth County
City: Lansing city
Route Type: Road Section in Undeveloped Area
Route Status: Existing

Crash Data Information

Crash Data Years: 0.00
Crash AADT: N/A
Total Number of Crashes: N/A
Total Number of Injury Crashes: N/A

Traffic Information

85th Percentile Speed: 41 mph
50th Percentile Speed: 37 mph
AADT: 5335 veh/day

Roadway Information

Section Length: 1 mile(s)
Statutory Speed Limit: 30 mph
Existing Speed Limit: mph
Adverse Alignment: No
Divided/Undivided: Undivided
Number of Lanes: 2
Roadside Hazard Rating: 5
Transition Zone: No

Recommended Speed Limit:



Note: The final recommended speed limit is higher than the 30 mph statutory speed limit for this type of road. An engineering study such as the one carried out with USLIMITS is usually required to set a speed limit above the statutory limit.

Note: Crash data were not entered for this project. A comprehensive crash study is a critical component of any traffic engineering study. We suggest that you repeat this process when crash data become available.

Disclaimer: The U.S. Government assumes no liability for the use of the information contained in this report. This report does not constitute a standard, specification, or regulation.

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Anthony J. Zell, Jr., Wastewater Utility Director *AJZ*
DATE: June 29, 2020
SUBJECT: Request to Complete Easement Acquisitions for City Project 20-04 (Ward I Sewer Rehab Project – Phase I)

The next step in the Ward One Sewer Rehab Project is to acquire the necessary temporary and permanent sanitary sewer easements for the construction of the improvements. While this project will occur in an assumed existing prescriptive easement, no formal record or documentation can be found to prove the city has rights to the permanent easements. As a result, this acquisition will formalize the permanent easement and will be filed with the Register of Deeds.

An enabling resolution for condemnation will be filed once this approval is complete, and staff will begin acquisition as quickly as possible so construction can take place later in 2020. The opinion of just compensation for the temporary easements, permanent easements, and cost to cure items as determined by Valbridge Property Advisors is \$9,870.00.

Tract ID #	TCE	Perm	Cost to Cure	Total Costs	Rounded
1	\$1,371	\$755	\$0	\$2,126	\$2,130
2	\$269	\$475	\$0	\$744	\$750
3	\$3,638	\$1,845	\$1,500	\$6,983	\$6,990
					<u>\$9,870</u>

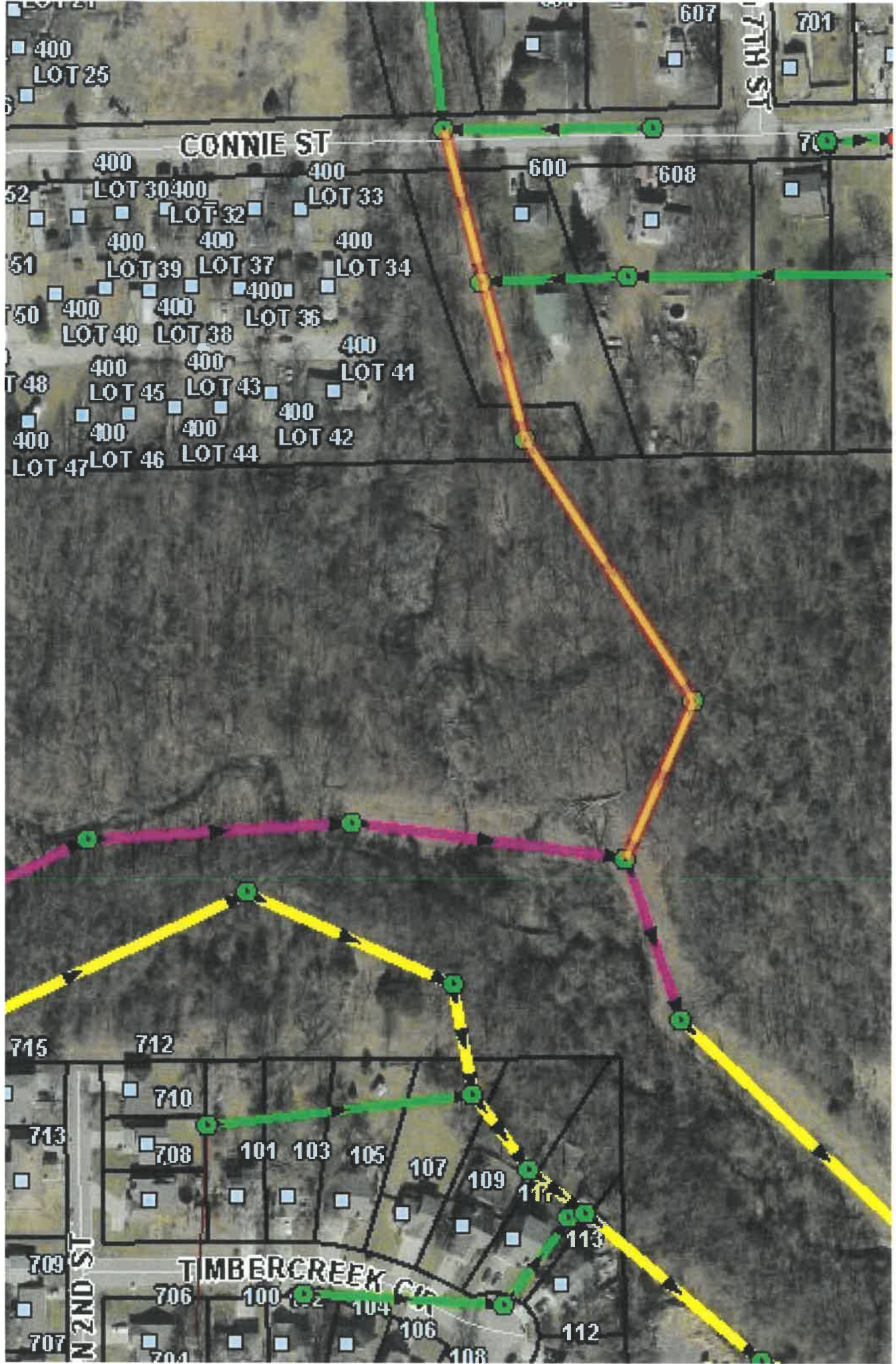
Policy Consideration: N/A

Financial Consideration: Funds will be taken from the Utility's acquisition account (Fund 50).



Recommended Action: A motion to authorize staff to complete easement acquisition activities for the Ward One Sewer Rehab Project.

AGENDA ITEM #

4



AGENDA ITEM

TO: Tim Vandall, City Administrator 
FROM: Anthony J. Zell, Jr., Wastewater Utility Director 
DATE: June 23, 2020
SUBJECT: Condemnation Resolution No. B-2-2020 (enabling action) for City Project 20-04
(Ward One Sewer Rehab Project, Phase I)

The accompanying resolution is the first enabling steps to pursue condemnation, if necessary, of interests in property (permanent and temporary easements) necessary for the construction of the above referenced project. Enactment of the resolution clears the way to later enact a condemnation ordinance listing any specific easements that cannot reasonably be obtained through negotiation, if needed.

It is prudent to enact the resolution at this time so that the governing body does not have to wait an extra meeting cycle to enact a condemnation ordinance if it is needed. Delays due to the length of time required for condemnation have the potential to delay the completion of the project.

Every reasonable effort will be made to obtain all easements through negotiation with City staff, regardless of whether this resolution is enacted.

Policy Consideration: N/A

Financial Consideration: N/A

Recommended Action: A motion to enact Resolution No. B-2-2020, a resolution of condemnation for permanent and temporary construction easements for City Project No. 20-04, (Ward One Sewer Rehab Project, Phase I).

AGENDA ITEM #

5

RESOLUTION NO. B-2-2020

RESOLUTION FINDING AND DECLARING THE NECESSITY OF APPROPRIATION OF PRIVATE PROPERTY BY ACQUIRING PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE USE OF THE CITY FOR THE CONSTRUCTION OF A PUBLIC SANITARY SEWER IMPROVEMENT, PROJECT NUMBER (20-04).

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

1. Pursuant to K.S.A. 26-201, the City Council deems it necessary and hereby finds and declares the necessity to appropriate private property by acquiring by condemnation for permanent easements and temporary construction easements for the use of the City for construction of City Project 20-04, a public sanitary sewer improvement located in the city limits of the City of Lansing.
2. A survey has been conducted by Roger B. Dill, Kansas Registered Land Surveyor #1408, with a description of the land or interest to be condemned, and has been filed with the City Clerk.

This resolution shall be published once in the official city newspaper, *The Leavenworth Times*.

ADOPTED AND APPROVED by the governing body of the City of Lansing, Kansas, on this 2nd day of July, 2020.

Michael W. Smith, Mayor

(SEAL)

ATTEST:

Sarah Bodensteiner, City Clerk

Published: *The Leavenworth Times*

Date Published: _____