



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

**COUNCIL AGENDA**  
*Regular Meeting*  
**Thursday, May 3, 2018**  
**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. Election of Council President
3. Approval of Bid – Capital Improvements Program 2018
4. Approval of Design Services: 147<sup>th</sup> Street Roundabout and Concrete Box Project
5. Infill Development Incentive Policy
6. Eisenhower Crossings Subdivision Facilities Use Agreement
7. Eisenhower Crossings Subdivision Final Plat Approval
8. Eisenhower Crossings Subdivision Acceptance of Engineering Documents
9. Executive Session – Consultation with Attorney

***Reports:***

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

***Proclamations:***

10. Municipal Clerks Week
11. Lansing Police Week

***Other Items of Interest***

***Adjournment***

---

## AGENDA ITEM

---

TO: Tim Vandall, City Administrator 

FROM: Sarah Bodensteiner, City Clerk 

DATE: April 25, 2018

SUBJECT: Approval of Minutes

---

The Regular Meeting Minutes for April 19, 2018, and Special Meeting Minutes of April 26, 2018, are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes for April 19, 2018, and Special Meeting Minutes for April 26, 2018, 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:** Dave Trinkle and Gene Kirby(arrived at 7:03pm)

**Ward 2:** Andi Pawlowski and Don Studnicka

**Ward 3:** Jesse Garvey and Kerry Brungardt

**Ward 4:** Tony McNeill and Gregg Buehler

**Councilmembers Absent:** None

---

---

**OLD BUSINESS:**

**Approval of Minutes:** Councilmember Brungardt moved to approve the regular meeting minutes of April 5, 2018, as presented. Councilmember Buehler seconded the motion. The motion was approved, with Councilmember Kirby absent for the vote.

Councilmember Kirby arrived at 7:03 p.m.

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

**Presentation: Citizens' Academy Graduation:** Mayor Mike Smith and Event & Marketing Coordinator Tim Dossey presented the 2017-2018 Citizens' Academy class with their plaque of completion. The graduates are: Jeanne Im, Dionne Smith, Camalla Leonhard, David French, Linda French, and Tereasa Brown.

**Lansing Correctional Facility Construction:** Kansas Secretary of Corrections Joe Norwood, CoreCivic President and CEO, Damon Hininger, and Vance McMillan of JE Dunn briefed the Council on the design and timeframe for the Lansing Correctional Facility construction project that had a groundbreaking earlier in the day. Mr. Hininger stated that CoreCivic is going to build and maintain the facility and lease it to the State over a 20 year period. After the 20-year lease is up, the State will own the facility out-right. The leasing option allows for a lot of savings to the State regarding maintenance costs, because if something breaks or needs replacing in the first 20 years, CoreCivic will handle it and pay for it. The construction period will take about 24 months, and the facility will be ready for occupancy in early 2020. The facility design includes two new inmate housing units; a 1,920-bed medium/maximum security celled housing unit and a 512-bed minimum security dorm. It will also feature a new support building for medical services, food service, spiritual life, and staff support. There will be indoor and outdoor recreational areas, ample site circulation and parking, and improved lighting and security. It will include modern utility systems that provide significant cost and energy savings. An energy saving building design with long life roofing system, and highly insulated wall systems. Lastly, it will feature a state of the art security system and enhanced video surveillance systems. All parties associated with the project are local, so the design and construction of the project will require about 350,000 Kansas man hours. Overall, everyone is excited that this project is moving forward, and equally excited to provide a facility the State and Lansing can be proud of.

**COUNCIL CONSIDERATION OF AGENDA ITEMS:**

**Lansing Board of Zoning Appeals Appointments:** Councilmember Studnicka moved to approve the Treasurer's Report for the quarter ending March 31, 2018, as presented. Councilmember Pawlowski seconded the motion. The motion was unanimously approved.

**REPORTS:**

**Department Heads:** Library Director Terri Wojtalewicz provided a briefing about the annual Book Sale that took place over the weekend. The book sale was very successful and over \$3,800.00 was collected. She stated that the library will be modifying their book donation policy, and that information will be sent out accordingly. She also mentioned that the Library will be kicking off the Summer Reading Program with a concert on June 2<sup>nd</sup>, and the next Paint and Sip event is scheduled for June 8th.

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

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

**City Administrator:** City Administrator Tim Vandall stated that a lot of paperwork has been filed in regard to the DeSoto Road Project, and with that, PEC filed some paperwork about a year and a half ago for the City with a baseline estimate of construction costs. Fast forward to today, PEC was updating the paperwork with the State and the costs they listed in the updated form included the construction costs, but also the engineering, utility relocate, and right-of-way acquisition costs. As the updated form includes more costs than the original estimate by 28%, the State cannot allocate Federal Grant dollars per their policies and procedures. The grant dollars are still there, but new paperwork will need to be filed with Mid-American Regional Council (MARC) to update figures and go through their amendment

process, and the project bid date will need to be pushed back to September, and by pushing back the bid date to September, the project construction date will be delayed until about 2020. It is a disappointing set-back, but the grant dollars are still there, and we will be contacting the various entities associated with the project to let them know about the delay.

**Governing Body:** Councilmember Garvey congratulated the graduates of the Citizens' Academy and welcomed CoreCivic to the community.

Councilmember Buehler congratulated the Citizens' Academy graduates and provided a fun fact, on this day in 1775 the American Revolutionary War began with an American victory in Concord during the battles of Concord and Lexington.

Councilmember McNeill thanked Secretary Norwood and his team for attending, along with Representative Debbie Deere for supporting the LCF project. He also thanked the Citizens' Academy graduates for participating and learning about the City.

Councilmember Brungardt commended Secretary Norward, Mr. Hininger, and JE Dunn for an excellent presentation and discussion about the LCF project. He mentioned that the Friends of the Lansing Library donated some items to the Middle School and they are very appreciative of those items.

Councilmember Studnicka echoed the sentiments of Councilmember McNeill.

Councilmember Trinkle piggybacked the remarks of Councilmember Studnicka and McNeill and added that the Fishing Derby and Lansing DAZE event are coming up in May, so mark your calendars.

**ADJOURNMENT:** Councilmember Trinkle moved to adjourn. Councilmember Pawlowski seconded the motion. The motion was unanimously approved. The meeting was adjourned at 7:52 p.m.

**ATTEST:**

\_\_\_\_\_  
Michael W. Smith, Mayor

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

**Call To Order:**

The special meeting of the Lansing City Council was called to order by Mayor Mike Smith at 6:45 p.m.

**Roll Call:**

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

**Councilmembers Present:**

**Ward 1:** Dave Trinkle

**Ward 2:** Don Studnicka and Andi Pawlowski

**Ward 3:** Jesse Garvey

**Ward 4:** Gregg Buehler and Tony McNeill

**Councilmembers Absent:** Gene Kirby and Kerry Brungardt

---

**NEW BUSINESS:**

**COUNCIL CONSIDERATION OF AGENDA ITEMS:**

**Free State Brewery Lansing DAZE Participation:** Councilmember Pawlowski moved to authorize Free State Brewery Company to sell beer at the Lansing DAZE event. Councilmember Studnicka seconded the motion. The motion was unanimously approved.

**ADJOURNMENT:** Councilmember Studnicka moved to adjourn. Councilmember Pawlowski seconded the motion. The motion was unanimously approved.

The meeting was adjourned at 6:48 p.m.

**ATTEST:**



\_\_\_\_\_  
Michael W. Smith, Mayor

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

---

# AGENDA ITEM

---

TO: Tim Vandall, City Administrator   
FROM: Sarah Bodensteiner, City Clerk   
DATE: April 25, 2018  
SUBJECT: Election of Council President

---

Section 1-204 of the Code of the City of Lansing states the Governing Body shall elect one of its own bodies as President of the Council at the first meeting in May. The President of the Council shall preside at all meetings of the Council in the absence of the Mayor. In the absence of both the Mayor and the President of the Council, the Governing Body shall elect one of its members as "Acting President of the Governing Body." The President or Acting President, when occupying the place of Mayor, shall have the same privileges as other Councilmembers but shall exercise no vetoing powers

Councilmember Gene Kirby is the current President of the Council.

Action: The Governing Body will need to appoint a member of the Council as President of the Council.

---

AGENDA ITEM #

---

2

---

# AGENDA ITEM

---

TO: Tim Vandall, City Administrator   
FROM: Jeff A. Rupp, Public Works Director   
DATE: April 26, 2018  
SUBJECT: Project No. 18-01: 2018 Capital Improvements Program (Street Mill, Overlay, and Pavement Preservation Project) – Award of Bid

---

Three bids were received for this project. The low bid was submitted by Little Joe's Asphalt of Bonner Springs, Kansas, in the amount of \$281,968.39.

Financial Consideration: Funding for this street overlay and milling project is budgeted in Fund 70, line 43320, Street Contract, in the amount of \$570,000. Also recommended for inclusion in the 2018 project was 1,365 linear feet of curb replacement to be funded from Fund 70, line 43334, Curb Replacement, in the amount of \$20,000.

Action: Staff recommends a motion to accept the bid of Little Joe's Asphalt in the amount of \$281,968.39 for Project No. 18-01: 2018 Capital Improvements Program project.

City of Lansing  
CIP Bid Tabulations  
Project No. 18-01



ITEM NO	ITEM DESCRIPTION	UNIT	QTY.	LITTLE JOE'S ASPHALT		MCANANY CONSTRUCTION		SEAL-O-MATIC	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	L.S.	1	\$3,724.00	\$3,724.00	\$1,999.85	\$1,999.85	\$8,000.00	\$8,000.00
2	Traffic Control	L.S.	1	\$4,416.00	\$4,416.00	\$2,000.00	\$2,000.00	\$6,200.00	\$6,200.00
3	Asphaltic concrete overlay (BM-2) or HMA Commercial Grade (Class A): No RAP	TONS	2,747	\$61.10	\$167,841.70	\$73.00	\$200,531.00	\$68.12	\$187,125.64
4	Milling (0"-2")	S.Y.	24,249	\$1.41	\$34,191.09	\$1.35	\$32,736.15	\$1.40	\$33,948.60
5	Curb & Gutter (Lansing Type A) (2'0") [includes asphalt wedging for spot repairs]	L.F.	1,365	\$30.52	\$41,659.80	\$29.00	\$39,585.00	\$39.98	\$54,572.70
6	Seeding (Curb and Gutter)	L.S.	1	\$2,861.41	\$2,861.41	\$2,000.00	\$2,000.00	\$2,235.00	\$2,235.00
7	Manhole Adjustment (post overlay)	EACH	15	\$976.84	\$14,652.60	\$1,000.00	\$15,000.00	\$1,089.00	\$16,335.00
8	Pavement Marking - 24" Stop Bar (White) (Thermoplastic)	L.F.	24	\$13.80	\$331.20	\$12.50	\$300.00	\$11.25	\$270.00
9	Pavement Marking Left Arrow (White) (Thermoplastic)	EACH	4	\$197.00	\$788.00	\$180.00	\$720.00	\$363.00	\$1,452.00
10	Pavement Marking Right-Only Arrow (White) (Thermoplastic)	EACH	4	\$197.00	\$788.00	\$180.00	\$720.00	\$363.00	\$1,452.00
11	Pavement Marking Left/Straight Arrow (White) (Thermoplastic)	EACH	2	\$406.50	\$813.00	\$355.00	\$710.00	\$502.50	\$1,005.00
12	Pavement Marking 4" (Yellow) (Thermoplastic)	L.S.	1	\$4,920.96	\$4,920.96	\$4,700.00	\$4,700.00	\$7,795.00	\$7,795.00
13	Pavement Marking 4" (White) (Thermoplastic)	L.S.	1	\$302.80	\$302.80	\$220.00	\$220.00	\$805.00	\$805.00
14	Pavement Marking Crosswalk Bars (White) (Thermoplastic)	EACH	32	\$105.75	\$3,384.00	\$101.00	\$3,232.00	\$89.38	\$2,860.16
15	Pavement Marking Diagonal Line (Yellow) (Thermoplastic)	L.S.	1	\$1,293.83	\$1,293.83	\$1,146.00	\$1,146.00	\$1,565.00	\$1,565.00
					\$0.00		\$0.00		\$0.00
	<b>TOTAL</b>				<b>\$281,968.39</b>		<b>\$305,600.00</b>		<b>\$325,621.10</b>



---

# AGENDA ITEM

---

TO: Tim Vandall, City Administrator   
FROM: Jeff A. Rupp, Director of Public Works   
DATE: April 24, 2018  
SUBJECT: 147th Street Roundabout and Reinforced Concrete Box Design Services: Alfred Benesch & Company Engineering Contract

---

Three engineering firms were contacted to provide Qualifications and Proposals for designing the reinforced concrete box for the 147th Street stormwater conveyance replacement and the proposed transportation roundabout at the intersection of 147th Street and 4-H Road. A city-appointed committee reviewed received proposals and unanimously chose Alfred Benesch & Company to do the work.

Financial Consideration: The cost of \$116,565 is to be funded out of Fund 70-010-43316, Drainage Maintenance (half) and out of Fund 22-014-43312, General Street Maintenance (half).

Action: Authorize the Mayor to sign the contract of Alfred Benesch & Company in the amount of \$116,565 for design services for the 147th Street Roundabout and Reinforced Concrete Box project.

---

AGENDA ITEM #

---

4



**CONSULTING SERVICES AGREEMENT**

CLIENT	City of Lansing	Project Name	147 <sup>th</sup> Street and 4H Road
Address	730 First Terrace, Suite 3 Lansing, KS 66043		Roundabout and RCB Design
		Project Location	Lansing, KS
Telephone	913-727-2400		
Client Contact		Consultant PM	Jim Jussel
Client Job No.		Consultant Job No.	

This AGREEMENT is made by and between City of Lansing, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows d(or shown in Attachment A):  
Roundabout and RCB design services for the intersection of 147<sup>th</sup> Street and 4H Road

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Attachment C: \_\_\_\_\_
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$116,565.
- BY TIME AND MATERIALS: \$ \_\_\_\_.
- BY OTHER PAYMENT METHOD (See Attachment \_\_\_\_): \$ \_\_\_\_.
- AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT ALFRED BENESCH & COMPANY  
 BY: \_\_\_\_\_ BY: Robert R. Krewson  
 AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE

PRINT NAME: \_\_\_\_\_ PRINT NAME: Robert R. Krewson

TITLE: \_\_\_\_\_ TITLE: Vice President - Kansas/Missouri Division Manager

DATE: \_\_\_\_\_, 20\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_\_\_

BENESCH OFFICE: Kansas City, KS

ADDRESS: 11010 Haskell Ave, Suite 200

Kansas City, KS 66109

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**



## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from

Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**2.4.4** If Client fails to make payment in full to Consultant within sixty (60) days after the date of the undisputed invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

### **SECTION 3 - Term of Agreement**

#### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of Agreement**

##### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

##### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such

termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

#### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION 4 - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on

Consultant's commercial general liability insurance.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain

an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic

feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of

such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined the deficiency is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any

third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all

regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

## **SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

***Supplemental Condition is incorporated herein when the applicable box is checked.***

**S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

**S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

**S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.





## ATTACHMENT A SCOPE OF SERVICES

### 147<sup>th</sup> Street and 4H Road Roundabout and RCB Design for Lansing, KS

#### **TASK 1 – General Project Tasks**

1. A kickoff meeting will be conducted with the Consultant and the Client to coordinate the project effort. Kickoff meeting will be held to discuss project, one (1) meeting.
2. Coordination of meeting with Surveyor on Site.
3. Conduct topographic survey for the intersection of 147<sup>th</sup> Street and 4H Road including the drainage culvert located approximately 1,000 feet south of the intersection. Topographic survey will include existing R/W lines, section lines, and utility locations. Survey will be completed by J & J Survey. J & J will provide topographic survey cad files.
4. Provide plans to the utility companies for review and comment. Utility coordination will be to identify utility locations and potential conflicts. Relocation coordination will not be provided.
5. Attend one (1) combined utility coordination meeting.
6. Attend one (1) ROW meeting with Lansing.
7. Utility & ROW Coordination (Review Legal Description).
8. Attend one (1) meeting with Lansing (Prelim Plans).
9. Attend one (1) meeting with Lansing (Final Plans).

#### **TASK 2 – Hydraulic & Permitting Tasks**

1. Finalize Hydrology & Hydraulic Analysis (Box Culvert).
2. Permit preparation & submittal.

#### **TASK 3 – Public Involvement**

1. Develop Public Involvement Plan.
2. Public meeting preparation (2 meetings).
3. Roundabout education materials. Materials will be obtained through KDOT. No new materials will be created.
4. Attend Public Meeting (2 meetings).

#### **TASK 4 – Roadway Plan Preparation**

##### **Roadway Design Assumptions:**

- Design limits include roundabout intersection and south leg to though the box culvert with appropriate taper transition.(Approximately 1200 feet along 147<sup>th</sup> Street and 400 feet along 4H Road)
- Design per KDOT standards.
- Traffic control assumes full closure and detour route.
- Utility coordination. No utility relocation design services.
- R/W and easement negotiations are not included. To be completed by City or their representatives.
- No pavement design and geotechnical services.
- Assumes a single lane roundabout
- Assumes one (1) roadway typical section to be determined at the kickoff meeting.

##### **Roadway Plan Preparation Tasks:**

1. Create title sheet.
2. Develop typical sections (4H Road and 147<sup>th</sup> Street). Section to be determined at the kickoff meeting.

3. Set proposed / existing horizontal and vertical alignment.
4. Complete Desoto Road profile study beginning south of Ida Street, thru the proposed roundabout and through the box culvert to establish the proposed roadway elevation for the roundabout and the box culvert.
5. Develop intersection layout plan sheets.
6. Develop plan and profile sheets.
7. Develop intersection details.
8. Develop preliminary cross sections (Intervals 25 feet).
9. Layout construction limits, ROW and temporary construction easements.
10. Develop stormwater pollution prevention sheets.
11. Complete roadway stormwater design.
12. Develop traffic control and detour plans. (Assumption: Full Road Closure with a detour)
13. Develop pavement marking and signage plans.
14. Complete intersection lighting design and intersection lighting plans.
15. Develop preliminary quantities and cost estimate.
16. Complete quality control review (Preliminary Plans).
17. Print and submit preliminary plans.
18. Finalize typical sections.
19. Summarize of construction quantities.
20. Finalize cross sections and earthwork balances.
21. Revisions of plan set per preliminary plan review.
22. Finalize construction quantities and cost estimate.
23. Quality control review (Final Plans).
24. Print and submit final plans.
25. Address final plan comments.

#### **TASK 5 – Structural Plan Preparation**

##### **Structural Design Assumptions:**

- Assumes no construction staging.
- Design per KDOT standards.
- Standard size box and wing walls per KDOT standards.

##### **Structural Plan Preparation Tasks:**

1. Review contour map.
2. Develop RCB box design and detail sheets.
3. Complete Toe wall / apron design and details.
4. Complete wing wall design and details.
5. Finalize channel sections / channel profile.
6. Develop Rip Rap / channel protection design and details.
7. Develop Preliminary quantities and cost estimate.
8. Complete quality control review (Preliminary Plans).
9. Finalize contour map sheet.
10. Finalize RCB sheets.
11. Finalize toe wall / apron sheet.
12. Finalize wing wall sheet.
13. Prepare general notes.
14. Prepare special provisions and technical provisions.
15. Finalize quantities and cost estimate.
16. Quality control review (Final Plans).

**CLIENT SHALL PROVIDE/COMPLETE:**

1. Desoto Road Phase I plans.
2. Any Desoto Road Phase II information that may be available.
3. City standard specifications and bid package information.
4. R/W negotiations to be completed by the City of Lansing.
5. Electronic files of current aerial photographs (if available).
6. City to mail public meeting notices and advertisement.

**SERVICES AVAILABLE BUT NOT INCLUDED IN CONTRACT:**

1. Bid phase services, construction engineering and materials testing not included in the above scope of services.
2. No geotechnical services or pavement design services
3. No additional traffic analysis

**SCHEDULE**

Notice to Proceed	May 2, 2018
Topographic Survey Complete	May 25, 2018
Submit Preliminary Plan	July 13, 2018
Submit Final Plans	October 31, 2018
ROW Documentation	October 31, 2018
Submit Final PSE Plans	December 14, 2018

**COMPENSATION**

Work completed by the Consultant for the above scope of services shall be compensated at a Lump Sum amount of \$116,565.

Classification	PMII	PMII	PEII	D2	D1	ST	PI	TOTAL
Hourly Rate	\$161.70/hr.	\$151.50/hr.	\$122.10/hr.	\$96.00/hr.	\$84.30/hr.	\$109.50/hr.	\$78.30/hr.	COST
<b>147th Street and 4H Road Roundabout &amp; RCB Preliminary &amp; Final Design</b>								
<b>General Project Tasks</b>								
Project Kick-Off Meeting with Lansing (1 Mtg)	2 hrs.	2 hrs.	2 hrs.					\$871
Coordination Meeting with Surveyor on Site	2 hrs.							\$323
Locate Utilities & Review Utility Conflicts	1 hrs.		4 hrs.					\$650
Attend One (1) Combined Utility Coordination Mtg	2 hrs.		2 hrs.					\$568
Attend One (1) ROW Meeting with Lansing	2 hrs.		2 hrs.					\$568
Utility & ROW Coordination (Review Legal Descrip.)	2 hrs.		6 hrs.					\$1,056
Attend One (1) Meeting with Lansing (Prelim Plans)	2 hrs.	2 hrs.	2 hrs.					\$871
Attend One (1) Meeting with Lansing (Final Plans)	2 hrs.		2 hrs.					\$568
<b>Hydraulic &amp; Permitting Tasks</b>								
Finalize Hydrology & Hydraulic Analysis (Box Culvert)		8 hrs.		24 hrs.				\$3,516
Permit Preparation & Submittal		8 hrs.						\$1,212
<b>Public Involvement</b>								
Public Involvement Plan	2 hrs.						8 hrs.	\$950
Public Meeting Preparation (2 Meetings)	12 hrs.						60 hrs.	\$6,638
Roundabout Education Material	2 hrs.						12 hrs.	\$1,263
Attend Public Meetings (2)	6 hrs.	6 hrs.					16 hrs.	\$3,132
<b>Roadway Assignments</b>								
Create Title Sheet					2 hrs.	2 hrs.		\$388
Typical Section (4H Rd and 147th St)	1 hrs.					4 hrs.		\$600
Set Proposed/Existing Horizontal & Vertical Alignment	2 hrs.					8 hrs.		\$1,199
Desoto Road Profile Study	2 hrs.		4 hrs.			40 hrs.		\$5,192
Intersection Layout	4 hrs.		4 hrs.		4 hrs.	16 hrs.		\$3,224
Setup Plan & Profile Sheet	2 hrs.		4 hrs.		4 hrs.	16 hrs.		\$2,901
Intersection Details	2 hrs.		4 hrs.		4 hrs.	40 hrs.		\$5,529
Run Preliminary Cross Sections	1 hrs.				4 hrs.	12 hrs.		\$1,813
Layout Construction Limits, ROW & Easements	1 hrs.				4 hrs.	16 hrs.		\$2,251
Stormwater Pollution Prevention Sheet	1 hrs.				4 hrs.			\$499
Stormwater Design	4 hrs.		40 hrs.			16 hrs.		\$7,283
Traffic Control and Detour Plans	2 hrs.				16 hrs.	24 hrs.		\$4,300
Pavement Marking and Signage Plans	2 hrs.				8 hrs.	16 hrs.		\$2,750
Intersection Lighting Plans	16 hrs.				8 hrs.	16 hrs.		\$5,014
Preliminary Quantities & Cost Estimate	2 hrs.		4 hrs.			12 hrs.		\$2,126
Quality Control Review (Preliminary Plans)	2 hrs.							\$323
Print and Submit Preliminary Plans	1 hrs.					8 hrs.		\$1,038
Finalize Typical Sections						2 hrs.		\$219
Summary of Quantities	2 hrs.				4 hrs.	12 hrs.		\$1,975
Finalize Cross Sections & Earthwork Balances					4 hrs.	12 hrs.		\$1,651
Revisions of Plan Set Per Preliminary Plan Review	2 hrs.		8 hrs.		12 hrs.	60 hrs.		\$8,882
Finalize Quantities & Cost Estimate	2 hrs.		4 hrs.		8 hrs.			\$1,486
Quality Control Review (Final Plans)	6 hrs.							\$970
Print and Submit Final Plans	1 hrs.					8 hrs.		\$1,038
Address Final Plan Comments	2 hrs.				12 hrs.	40 hrs.		\$5,715
<b>Structural Assignments</b>								
Contour Map						4 hrs.		\$438
RCB Box Design & Detail Sheets		2 hrs.		6 hrs.		10 hrs.		\$1,974
Toe Wall/Apron Design & Details				6 hrs.		4 hrs.		\$1,014

Classification	PMII	PMII	PEII	D2	D1	ST	PI	TOTAL
Hourly Rate	\$161.70/hr.	\$151.50/hr.	\$122.10/hr.	\$96.00/hr.	\$84.30/hr.	\$109.50/hr.	\$78.30/hr.	COST
Wing Wall Design & Details				2 hrs.		4 hrs.		\$630
Finalize Channel Sections/Channel Profile						4 hrs.		\$438
Rip Rap/Channel Protection Design & Details						4 hrs.		\$438
Preliminary Quantities & Cost Estimate		2 hrs.				4 hrs.		\$741
Quality Control Review (Preliminary Plans)		6 hrs.		2 hrs.		2 hrs.		\$1,320
Finalize Contour Map Sheet						2 hrs.		\$219
Finalize RCB Sheets						6 hrs.		\$657
Finalize Toe Wall/Apron Sheets						2 hrs.		\$219
Finalize Wing Wall Sheets						2 hrs.		\$219
Prepare General Notes				4 hrs.		6 hrs.		\$1,041
Prepare Special Provisions & Technical Provisions				8 hrs.				\$768
Finalize Quantities & Cost Estimate		2 hrs.				4 hrs.		\$741
Quality Control Review (Final Plans)		6 hrs.						\$909
<b>MANHOUR SUBTOTAL</b>	97 hrs.	44 hrs.	92 hrs.	52 hrs.	98 hrs.	438 hrs.	96 hrs.	917 hrs.
<b>LABOR SUBTOTAL</b>	\$15,684.90	\$6,666.00	\$11,233.20	\$4,992.00	\$8,261.40	\$47,961.00	\$7,516.80	\$102,315.30
<b>Direct Costs</b>								
Project Surveying (Completed By J&J Surveying)								\$13,500
Project Permit Costs								\$200
Mileage & Printing								\$550
<b>SUBTOTAL</b>								\$14,250.00
<b>SUMMARY</b>								
147th Street and 4H Road Roundabout & RCB Preliminary & Final Design								\$102,315
Direct Costs								\$14,250
<b>TOTAL LUMP SUM COST FOR DESIGN ENGINEERING SERVICES = \$116,565</b>								


Notes:

- (1) Bid Phase, Construction Engineering and Material Testing Not Included in Scope of Services.
- (2) No Geotechnical Exploration Included in Scope of Services.
- (3) Engineering Design Plans will be Prepared in Accordance with KDOT Standards and Specifications.
- (4) Assume Single Lane Roundabout.
- (5) Assume No Staged Construction.
- (6) R/W and Easement Negotiations to be completed by the City. Project team (J&J Survey) will provide legal description and exhibits.
- (7) Assume Project Completed within 2018 Calendar Year.
- (8) Assumed No New Traffic Study or Traffic Analysis.
- (9) Assume KDOT Standard Box Size, Wing Walls, and Plans.
- (10) No Utility Relocation Design Services.

---

# AGENDA ITEM

---

TO: Mayor; Lansing City Council  
FROM: Tim Vandall, City Administrator   
DATE: April 30, 2018  
SUBJECT: Infill Development Incentive Policy

---

**Explanation:** As discussed at the March work session, the infill policy is included on the agenda. We extended the boundaries to include all geographic portions of the City, but the area must be in a developed area and must have been vacant for 20 years. This does not apply to new subdivisions. Staff followed up on the comments from the previous work session regarding Neighborhood Revitalization. In order to expand the Neighborhood Revitalization program, we would need to modify and map and change the plan, which includes receiving approval from the County, Fire District, and School District. The current NR plan incentivizes renovation of residential, but not new residential construction. The policy as presented does not modify the NR plan and only incentivizes new construction in developed areas that have been vacant for over 20 years.

**Financial Considerations:** This would reduce a builder's startup costs approximately \$4,000-\$4,500 for a new home. Since the margin is typically less on less expensive homes, this should help incentivize new home construction on vacant land in older, developed areas in Lansing.

**Policy Considerations:** This only impacts certain portions of Lansing that are developed, but have had vacant land for over 20 years. Additionally, staff has included a sunset of December 31, 2020 to encourage people to make improvements to blighted properties soon.

**Action:** Approve the Infill Development Incentive Policy, as presented.



# Lansing KANSAS

## *Infill Development Incentive Policy*

### **Purpose: Infill Development Incentives**

In an ongoing effort to incentivize new infill construction in neighborhoods, and maintain vitality and beautify areas in Lansing, the City of Lansing proposes to waive any and all building permit fees and sewer tap fees for new home construction valued at \$250,000 or less in lots on existing developed areas that have been vacant for over 20 years.

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

1. **All building codes and rules still apply.** All new single family permit applications and required supporting documents must be submitted per City regulations. All structures must meet City zoning, and current adopted building codes. Building permits are good for six month period.
2. **Eligibility.** This incentive is only eligible for new single family homes. This incentive does not apply to areas zoned R5 or R6 (manufactured homes or mobile homes). Projected new home construction costs must be \$250,000 or less valuation as calculated by the current City formula. **Only lots within existing developed areas that have been vacant for over 20 years are eligible for the fee waiver.**
3. **Home Design.** Homes should strive to be of a consistent design to the surrounding neighborhoods. Example: Comparable building footprint, design of home and amenities, etc.
4. **Fee Waiver.** Once the review process is complete and everything has been verified, City shall waive all fees normally charged on a building permit and sewer tap fees related to new home construction. Contractor licensing fees (occupational, plumbing, electrical, and mechanical/HVAC) shall still apply.
5. **Timelines.** This program shall cease on December 31, 2020, unless extended by the City Council.



# *Lansing KANSAS*

## *Infill Development Incentive Policy*

Adopted by the City Council this 3rd day of May, 2018.

\_\_\_\_\_  
Michael W. Smith, Mayor

ATTEST:

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

**END OF POLICY STATEMENT**



---

# AGENDA ITEM

---

TO: Mayor; Lansing City Council  
FROM: Tim Vandall, City Administrator & Matt Schmitz, Community & Economic Development Director  
DATE: April 30, 2018  
SUBJECT: Facilities Use Agreement-Eisenhower Crossing, Phase Two

---

**Explanation:** The Facilities Use Agreement sets out the terms under which the Developer constructs public improvements associated with the development. Amounts of associated fees and bonds are set forth in the agreement, along with conditions that must be met before building permits are issued. The proposed Facilities Use Agreement for Eisenhower Crossing, Phase Two is attached for your review.

**Financial Considerations:** This subdivision would entail over \$898,000 worth of public improvements paid for by the developer. This agreement outlines a 3% fee (\$26,949) assessed to the developer for the City to use for inspection services to ensure the public improvements are built as designed.

During initial discussions during subdivision design, we noted that the DeSoto Road project anticipated approximately \$40,000 worth of improvements along Kane Drive. After discussions with the developers, staff felt a \$40,000 reimbursement to connect DeSoto Road to Progress Drive would be more beneficial and create more growth. Furthermore, the developer is increasing the capacity in the storage pond east of the medical building and diverting much of the water that would normally go downstream into Fairway Estates, thereby alleviating some of the existing documented drainage problems, for which staff and the developer discussed reimbursing \$12,000 upon completion of the work.

The developer is proposing approximately \$15,600 worth of improvements for exercise stations along the trail or paying \$10,400 in parkland fees, meeting the City's parkland policy. Staff felt the outdoor exercise amenity could be beneficial due to the medical facilities nearby.

**Policy Considerations:** Staff is recommending a waiver of the Traffic Impact Study (TIS) requirement. A Traffic Impact Study was conducted by TransSystems Corporation in December of 2005. At that time, an assisting living complex was planned and generated a projected 60 PM peak trips per hour. Based on 26 single family residential lots, the subdivision will generate 32 PM peak hour trips in accordance with the Institute of Transportation Engineers trip generation criteria. Since this subdivision would generate a 91% reduction from the estimated peak trips in the initial plans from 2005, staff is comfortable proposing a waiver of this requirement.

**Action:** Approve the Eisenhower Crossing Phase Two Facilities Use Agreement, as presented.

---

**AGENDA ITEM #**

---

6

FACILITIES USE AGREEMENT  
EISENHOWER CROSSING SECOND PLAT

THIS AGREEMENT, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Lansing, Kansas, a Municipal Corporation, hereinafter known as the "City" and Eisenhower Crossing Development L.L.C., hereinafter known as the "Developer," witnesseth that:

WHEREAS, the Developer has requested the City to permit the platting of a tract of land known as Eisenhower Crossing Second Plat, and further described as 9.395 acres of land located south of and adjoining Eisenhower Crossing First Plat, and west of and adjoining Fairway Estates – Fourth Plat, zoned PUD, consisting of 26 lots \_\_\_\_\_ Estates subdivision, zoned R-1, consisting of lots 1 through 26.

WHEREAS, the City has approved such platting as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations in force by the City; and;

WHEREAS, the Developer agrees and enters into this contract to provide Public Improvements on said land which shall operate as a covenant running with the land and be binding upon the Developer and its representatives, vendors, grantees, assigns, successors, and trustees.

NOW, THEREFORE, the City and Developer, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. Description of Public Improvements:

Public improvements consist of:

1. Sanitary Sewer: Construction of thirteen (13) four-foot diameter manholes, and one thousand eight hundred and thirty-three lineal feet (1,833 L.F.) of eight-inch (8") PVC sewer main. Work to include installation of nine hundred twelve lineal feet (912 L.F.) of six-inch (6") service risers, twenty-nine (29) stub connections to main or manhole, twenty-five vertical lineal feet (25 V.L.F.) of four-foot diameter manhole additional height, two (2) main connections to existing manholes, and two hundred one lineal feet (201 L.F.) of flowable fill for street crossings.
2. Streets and Curb: Installation of six thousand eight hundred sixty square yards (6,860 S.Y.) of twelve inch (12") subgrade stabilization, six thousand four hundred sixty-two square yards (6,462 S.Y.) of one and one half inch (1-1/2") asphaltic concrete surface course (BM-2), three thousand seven hundred ninety-three square yards (3,793 S.Y.) of six and one half inch (6-1/2") asphaltic concrete base course

(BM-2B), three thousand sixty-seven square yards (3,067 S.Y.) of eight and one half inch (8-1/2") asphaltic concrete base course (BM-2B), two thousand one hundred twenty-two lineal feet (2,122 L.F.) of Type "A" concrete curb and gutter (rollback), and one thousand six hundred fifty-seven lineal feet (1,657 L.F.) of Type "B" concrete curb and gutter (vertical), nine (9) signs (per post), and one (1) Type III barricade and end of road markers.

Pavement markings shown on the approved street plans are the responsibility of the Developer.

The following streets will be constructed as part of this project:

Construction of Progress Drive beginning at Desoto Road and extending easterly and northeasterly approximately eight hundred twenty-five lineal feet (825 L.F.), and terminating at existing pavement.

Construction of Pinehurst Drive beginning at Progress Drive and extending southeasterly approximately eight hundred one lineal feet (801 L.F.), and terminating at existing pavement.

Construction of Augusta Lane beginning at Pinehurst Drive and extending southwesterly approximately two hundred eight lineal feet (208 L.F.), and terminating at the center of the cul-de-sac.

Construction of Shadow Creek Circle beginning at Pinehurst Drive and extending southwesterly approximately sixty-three lineal feet (63 L.F.) and terminating at the center of the cul-de-sac.

3. Storm Sewer: Installation of one hundred sixty-eight lineal feet (168 L.F.) of fifteen-inch HDPE pipe; one hundred eight lineal feet (108 L.F.) of fifteen-inch RCP; twenty-eight lineal feet (28 L.F.) of eighteen-inch HDPE pipe; eighty-eight lineal feet (88 L.F.) of twenty-four-inch HDPE pipe; one hundred forty-six lineal feet (146 L.F.) of thirty-inch HDPE (watertight) pipe, one hundred forty-three lineal feet (143 L.F.) of thirty-inch RCP; one hundred forty-four lineal feet (144 L.F.) of thirty-six-inch HDPE pipe; one hundred ninety-four lineal feet (194 L.F.) of thirty-six-inch RCP; three (3) fifteen-inch RCP flared end section with concrete toewall; two (2) eighteen-inch RCP flared end section with toewall; sixty-six square yards (66 S.Y.) of machine placed and tracked rip rap; forty-four square yards (44 S.Y.) of turf reinforcement mat; eight (8) 6'x4' precast curb inlet; two (2) 6'x5' precast curb inlet; two (2) 8'x4' precast curb inlet; one (1) five foot (5') diameter storm sewer manhole with bolt down frame and cover; two (2) 4'x4' area inlets; one (1) pond outfall structure modification; and two hundred three lineal feet (203 L.F.) of flowable fill for street crossings.

Approved road barricades will be erected and maintained at locations as designated on the approved construction drawings or as required by the City.

4. Sidewalks: Sidewalks noted on the public improvement construction plans to be constructed shall be constructed by the Developer at the time of street and storm sewer construction. Construction of other sidewalks shown on the plans will be the

responsibility of the building contractors for each individual lot. All ADA ramps shall be constructed by Developer as part of the public improvements in accordance with the approved plans and Lansing Technical Specifications.

Eight thousand one hundred square feet (8,100 S.F.) of five-foot sidewalk along Progress Drive, and six hundred ninety-one square feet (691 S.F.) of concrete sidewalk/trail.

Nine (9) ADA Sidewalk Ramps, with widths as shown on plans.

Sidewalks will be constructed at the time of construction of any adjacent residence. However, it remains the responsibility of the Developer to ensure that sidewalk construction is accomplished on those lots as identified, even if the sidewalk construction is accomplished by the residential builder. Sidewalks must be completed before an occupancy permit will be issued. It is the Developer's responsibility to complete all accessible ramps from the street to the point of connection with the planned or existing sidewalks as part of the public improvements.

5. Permanent Traffic Control Signs and Street Name Signs: The Developer is responsible for the cost of the signs and posts as shown on the construction plans. The City will place the sign and post order and install the signs. Payment for the signs and posts must be made to the City prior to acceptance of the public improvements.

6. City will reimburse developer fifty two thousand dollars (\$52,000) until December 31, 2019, for roadway improvements to connect Progress Drive to Desoto Road in lieu of Kane Drive improvements in Desoto Road project and for improvements to storm water system that mitigate effects to downstream properties. If improvements are planned after December 31, 2019, the developer must request funds from City Council.

6a. As part of the development agreement the City of Lansing is taking into consideration improvements to the current plat and modifications to the existing retention pond. Portions of the new underground storm water system provide storm water storage which helps decrease storm water discharge impacts to existing off plat downstream properties. Additionally, the storage volume of the existing retention basin has been increased; without modifying the basin itself, the existing discharge feature was lowered, thereby lowering the normal pool, and increasing the storage volume of the basin and thereby mitigating higher incoming flows, into the basin. These improvements with further overland storm water flow control measures of the current plat will have a positive storm water management benefit for the Eisenhower Crossings storm water basin and downstream properties.

7. Subdivision shall have sufficient sewer capacity for occupancy permits to be issued by May 2019. City is currently in the design phase of sewer project with anticipated project costs of over \$2million and anticipates sewer construction to begin in December 2018. City will allow builder to issue eight occupancy permits

prior to final completion of sewer project to service subdivision.

**B. Park Land Fees:**

The developer has the option to pay ten thousand four hundred dollars (\$10,400) in parkland fees or to construct fifteen thousand six hundred dollars (\$15,600) worth of outdoor exercise equipment. If the outdoor exercise equipment option is chosen, the City will waive \$10,400 in parkland fees.

**C. Perimeter Street Fees:**

There are no perimeter streets associated with Eisenhower Crossing Second Plat; consequently, no fee assessed.

**D. Engineering Drawings:**

Drawings shall be prepared in accordance with Paragraph 6 a, Article 7, of the Subdivision Regulations, and shall be submitted, reviewed, and approved before a construction permit will be issued for construction of the public improvements.

The City waives City Code, Chapter 14, Article 11 that requires a traffic impact study. The original study from 2005, on file with the Community and Economic Development Department, listed 60 PM peak trips per hour, whereas the update plans with 26 single family residential lots will generate 32 PM peak trips per hour in accordance with the Institute of Transportation Engineers trip generation criteria.

**E. Bonding:**

The developer has elected to provide a performance bond in the form of a corporate surety bond in the amount of 125% (one hundred twenty-five percent) of the construction costs as based upon an engineer's estimate of probable construction costs and verified as reasonable in the current market by the City Engineer. Once the improvements have been completed and found complete and acceptable by the Director of Public Works, a maintenance bond in the amount of 25% (twenty-five percent) of the engineer's estimate of probable construction costs shall be filed with the City Clerk, as a condition of acceptance of the improvements by the City. At that time the performance bond may be released. The maintenance bond will be in effect for a period of two years following the date of acceptance of the public improvements. At the end of the two-year period of the maintenance bond, a subsequent inspection of the public improvements will be conducted prior to release of the maintenance bond. The maintenance bond will not be released until any latent deficiencies have been corrected, all lot boundary pins are set, and all sidewalks across vacant lots have been constructed. Performance Bond for these public improvements is calculated at a face amount of one million one hundred twenty-two thousand eight hundred fifty-six dollars (\$1,122,856). Maintenance Bond for these public improvements is calculated at a face amount of two hundred twenty-four thousand five hundred twenty-two dollars (\$224,572).

**F. Construction of Public Improvements:**

All public improvements will be constructed in accordance with the Technical Specifications for Public and Private Improvement Projects of the City. No public improvement construction shall begin until all the below requirements have been met:

1. This Facilities Use Agreement has been properly executed.
2. The engineering drawings have been approved by the City Council.
3. The required fees have been paid. NOTE: All fees to be paid at the Public Works Department Office.
4. The performance bond has been received and accepted.
5. A Notice of Intent has been approved by Kansas Department of Health and Environment (KDHE).
6. A Storm Water Pollution Prevention Plan (SWPPP) has been approved by the Director of Public Works, and appropriate sediment/erosion control devices are in place.
7. A permit for sanitary sewer extension has been approved by KDHE.
8. A pre-construction conference has been held.
9. A five-day notice has been provided to the Director of Public Works before commencement of construction activities.

During construction of the public improvements and construction of the houses, the Developer will restrict all construction vehicles to the use of Desoto Road, Eisenhower Road, and Progress Drive. In no case will construction traffic be permitted to utilize existing sections of Pinehurst Drive or Pebble Beach Drive in the Fairway Estates subdivision. All construction traffic will utilize the defined construction road to access the subdivision.

**G. Inspection of Public Improvements:**

1. Construction quality of the sanitary sewer system is the responsibility of the Developer. The City of Lansing will provide quality assurance inspections and observation in accordance with the requirements of KDHE, including continuous observation of all critical phases of construction under the supervision of a licensed engineer. The Developer shall pay the City of Lansing a quality assurance inspection fee in the amount of 3% (three percent) of the construction costs of the sanitary sewer improvements as based upon an engineer's estimate of probable construction costs and verified as reasonable in the current market by the City Engineer. The Director of Public Works and the Wastewater Utility Director will be notified prior to air testing of the new sewer line sections, vacuum testing of manholes, and running a mandrel through the new lines. Such testing shall proceed

only after permission is granted by the Director of Public Works, and will only be accomplished with the Director of Public Works or his or her designated representative present during the actual testing. A Sanitary Sewer inspection fee for Eisenhower Crossing Second Plat is assessed in the amount of six thousand sixty nine dollars (\$6,069).

2. Quality of construction of the other elements of public improvements, including storm sewer, drainage, street sub-base, curb and gutter, pavement of the streets and cul-de-sacs, and sidewalks, is the responsibility of the Developer. Quality assurance inspections will be performed by the City of Lansing under the authority of the Director of Public Works. The Developer shall pay the City of Lansing a quality assurance inspection fee in the amount of 3% (three percent) of the construction costs for all public improvements as based upon an engineer's estimate of probable construction costs and verified as reasonable in the current market by the City Engineer. Proof rolling with a fully loaded tandem dump truck will be conducted with the Director of Public Works or a designated representative observing the proof rolling process prior to the placement of curb and gutter and prior to the placement of asphalt. The Developer will keep the City informed as to what work is in progress, and will specifically notify the City prior to:

- a. Placement of any storm drain collection and junction boxes.
- b. Placement and backfilling of any storm sewer piping.
- c. Placement of any curb and gutter, and sidewalks.
- d. Placement of any asphalt, whether it be base course or final course.
- e. Excavation and fill for roadway.
- f. Pavement subgrade preparation.
- g. Seeding/sodding operations and seed/sod bed preparation.

A Street, Sidewalk, and Storm System inspection fee for Eisenhower Crossing Second Plat is assessed in the amount of twenty thousand eight hundred and eighty dollars (\$20,880).

#### H. Building Permits:

Building Permits will be issued when all of the following conditions have been met:

1. The final plat has been filed at the Leavenworth County Courthouse.
2. Sanitary Sewers have been installed, inspected, and accepted.
3. All storm sewer systems, street pavement, and curb and gutter are in place.
4. Water lines and fire hydrants are installed and operational.

5. All erosion control measures are in place.
6. The individual house building plans and site plans have been reviewed and approved and all building permit fees have been paid.

I. Erosion Control:

Control of erosion and sedimentation during all phases of construction of the public improvements and post public improvement construction during the construction of homes within the subdivision remains the responsibility of the Developer until an occupancy permit is issued to the residential property owner. This work shall be accomplished in accordance with the engineering plans and an approved SWPPP. Additional controls may be required by the Director of Public Works upon his determination of need. Materials and installation must conform with the Lansing Technical Specifications, the SWPPP, and the construction plans.

Once construction has started on individual lots, the Developer will ensure that all builders construct erosion control protection for each individual lot, maintain such until the residence is completed and the ground cover is established throughout the entire yard, and immediately remove any soil or debris deposited in the street or gutters by vehicles or erosion.

Failure to maintain adequate erosion control will be reason to direct that work in progress be ceased until such protection measures have been properly installed or repaired, and full compliance with the SWPPP is reached.

J. Occupancy Permits:

No occupancy permits will be issued to any homeowner in the development until all required work on the building structure has been completed, the building has passed final inspection by the City, all public improvements have been accepted, and the City's downstream sanitary sewer improvement project is completed or staff determines the existing main has satisfactory capability to convey additional flow from a set number of proposed homes.

K. Maintenance of Lots and Common Areas:

The Developer will be responsible for the maintenance of all lots in the subdivision until such time as an occupancy permit is issued to the individual homeowners for building lots. This will include:

1. Providing a suitable ground cover to prevent erosion, mowing of the ground cover, and control of weeds in the development.
2. Maintaining all building lots in such a manner as to eliminate the build-up of trash and construction debris.
3. Providing and maintaining appropriate erosion and sediment control measures in



accordance with an approved SWPPP to prevent mud and trash from entering the public streets and storm sewers.

This agreement is not all-inclusive of the requirements of the City, nor does it relieve the Developer from the requirements not expressly identified in this agreement that are required by the Zoning Ordinance, Subdivision Regulations, Technical Specifications for Public and Private Improvements, and the Code of the City of Lansing.

For the City of Lansing, Kansas:

\_\_\_\_\_  
Mike Smith, Mayor

\_\_\_\_\_  
Date

For the Developer:

        *Daniel Cow*          
Signature/Title

        4/27/18          
Date

ATTEST:

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

---

## AGENDA ITEM

---

TO: Mayor; Lansing City Council  
FROM: Tim Vandall, City Administrator & Matt Schmitz, Community & Economic Development Director  
DATE: April 30, 2018  
SUBJECT: Final Plat-Eisenhower Crossing, Phase Two

---

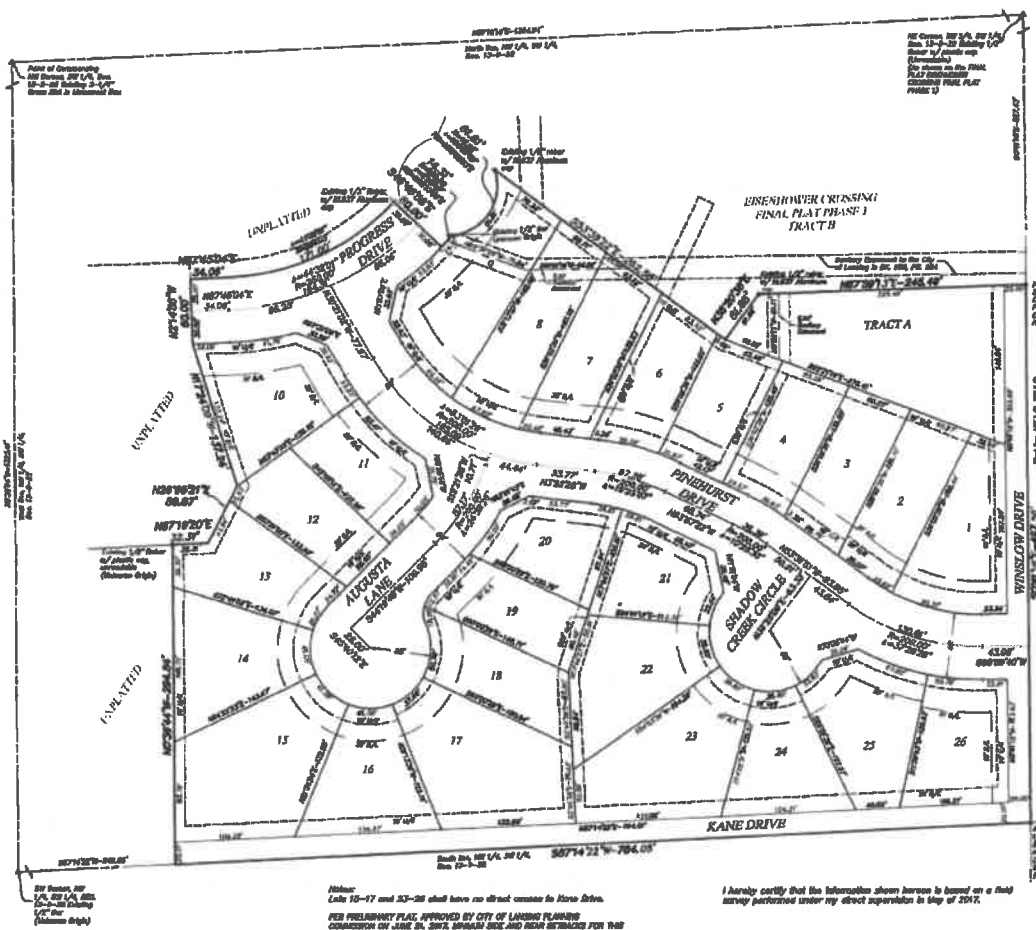
**Explanation:** In early 2017, we received the preliminary Eisenhower Crossing Phase Two plat. The preliminary plat was approved by the Planning Commission on June 21, 2017, with the final plat approved on August 16, 2017. Over the last several months, we have been working through public improvement plans and standards.

**Financial Considerations:** This subdivision would encompass 26 new homes. Upon full buildout, we would expect this property to generate \$43,000 annually in property taxes as well as \$18,500 annually in sewer fees.

**Policy Considerations:** The Planning Commission unanimously approved this plat at its August 16, 2017 meeting. This action would allow platting of 26 lots on 9.395 acres. The minutes of the Planning Commission meeting from August 10<sup>th</sup> are included for your review.

**Action:** Approve the Eisenhower Crossing Phase Two plat as presented.

**FINAL PLAT**  
**EISENHOWER CROSSING SECOND PLAT**  
 PART OF THE SW 1/4 OF SECTION 13, TOWNSHIP 9, RANGE 22  
 CITY OF LANSING, LEAVENWORTH COUNTY, KANSAS



**GENERAL NOTES:**  
 Developer shows easements as in accordance with the State Plane Coordinate System, Kansas North Zone, NAD83 (2011-08-09/1774). Error of closure exceeds 1 in 50,000.

**PLAT NOTES:**  
 The plat is subject to the plat shown on the SW 1/4 of Section 13, Township 9, Range 22, in the City of Lansing, Leavenworth County, Kansas, more particularly described as follows:

Lot #	Acres	Area
1	0.234	0.233
2	0.233	0.232
3	0.232	0.231
4	0.231	0.230
5	0.230	0.229
6	0.229	0.228
7	0.228	0.227
8	0.227	0.226
9	0.226	0.225
10	0.225	0.224
11	0.224	0.223
12	0.223	0.222
13	0.222	0.221
14	0.221	0.220
15	0.220	0.219
16	0.219	0.218
17	0.218	0.217
18	0.217	0.216
19	0.216	0.215
20	0.215	0.214
21	0.214	0.213
22	0.213	0.212
23	0.212	0.211
24	0.211	0.210
25	0.210	0.209
26	0.209	0.208
Total	5.578	5.561
AVG	0.215	0.214

**LEGAL DESCRIPTION:**  
 That part of the SW 1/4 of Section 13, Township 9, Range 22, in the City of Lansing, Leavenworth County, Kansas, more particularly described as follows:  
 Commencing at the NW corner of the SW 1/4 of said Section 13, Thence N 87° 15' 58" E, along the North line of the NW 1/4 of said SW 1/4, a distance of 1324.69 feet, to the NE corner of the NW 1/4 of said SW 1/4, Thence S 0° 41' 10" E, along the East line of the NW 1/4 of said SW 1/4, a distance of 428.00 feet, to the SE corner of the NW 1/4 of said SW 1/4, Thence S 87° 15' 58" E, along the East line of the NW 1/4 of said SW 1/4, a distance of 1324.69 feet, to the NE corner of the NW 1/4 of said SW 1/4, Thence N 87° 15' 58" E, along the North line of the NW 1/4 of said SW 1/4, a distance of 1324.69 feet, to the NW corner of the NW 1/4 of said SW 1/4, Thence N 0° 38' 44" E, a distance of 294.04 feet, Thence S 0° 15' 30" E, a distance of 32.31 feet, Thence N 89° 02' 30" E, a distance of 34.88 feet, to a point of curvature; Thence Northwesterly along a curve to the left having a radius of 325.00 feet, a central angle of 44° 32' 01", an arc distance of 172.00 feet, to a point on the existing right-of-way of Progress Drive, as now established; Thence S 49° 42' 02" E, along said right-of-way line, a distance of 80.00 feet; Thence Northwesterly along a curve to the left having an initial tangent bearing of N 43° 13' 08" E, a radius of 282.00 feet, a central angle of 2° 02' 42", an arc distance of 14.31 feet; Thence Northwesterly and Northerly along said right-of-way line, being a curve to the left having an initial tangent bearing of N 89° 02' 30" E, a radius of 44.00 feet, a central angle of 104° 00' 40", an arc distance of 61.87 feet, to the southeast corner of said Tract B; Thence S 03° 00' 42" E, along the South line of said Tract B, a distance of 382.50 feet; Thence N 30° 52' 30" E, along the South line of said Tract B, a distance of 31.00 feet; Thence N 87° 38' 13" E, along the South line of said Tract B, a distance of 245.00 feet, to the Point of Beginning.

The above described tract of land contains 498,258 Sq. Ft. or 9.300 acres more or less.

**DEDICATION:**  
 The undersigned proprietor of the above described tract of land has caused the same to be established in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "EISENHOWER CROSSING SECOND PLAT".

In accordance with KSA 17-2125, of rights, easements, reservations, amendments, or interests not shown on this plat shall be vacated on its use and on this, upon filing and recording of this plat. This includes, but is not limited to, the portion of existing survey monuments lying within the subject property recorded in Book 976, Page 804.

The proportions, measurements, and angles, of property described on this plat having reference to public use of land shall be subject to this plat as shown or public utility not heretofore described. Acceptance of the subdivision of land for public utility purposes described on this plat is for the sole purpose of establishing right-of-way, and does not constitute acceptance of any terms or conditions set forth in any instrument not shown on this plat.

An easement or license to enter upon, locate, construct and maintain or alter the location, construction or maintenance and use of conduits, pipes, gas, electrical poles, lines, drainage facilities, sanitary sewer facilities, ditches and canals, and other utility facilities, open, now or hereafter made, shall be subject to this plat as "Utility Easement" or "Utility", to be hereby granted to the City of Lansing, Kansas, and other governmental entities as may be authorized by state law to use such easement for said purpose.

An easement or license to lay, construct, alter, repair, replace and operate gas or water sewer lines and all appurtenances connected thereto for the collection of sanitary sewage, together with the right of access and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SSE", on this plat is hereby dedicated to the City of Lansing, Kansas.

Tract A is to be vacated and established by the Eisenhower Crossing Development Homeowners Association or successor.

**IN TESTIMONY WHEREOF,** the undersigned proprietors have hereunto subscribed their hand.

**OWNER:**  
 Eisenhower Crossing Development, LLC  
 By: David C. Warren, Member

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Do hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, a notary public in and for said County and State, whose said David C. Warren, Member of Eisenhower Crossing Development, LLC to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of same, in testimony whereof, I have hereunto set my hand and official seal reported and the day and year above-written.

My Commission Expires \_\_\_\_\_  
 Notary Public: \_\_\_\_\_

This plat of EISENHOWER CROSSING SECOND PLAT has been submitted and approved by the Lansing Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chairman \_\_\_\_\_ Secretary \_\_\_\_\_

The easements and rights-of-way accepted by the Governing Body of Lansing, Kansas this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved by the City Engineer of the City of Lansing, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City Engineer \_\_\_\_\_

I hereby certify as the County Treasurer of Leavenworth County, Kansas that of taxes and special assessments due and payable have been paid.

Leavenworth County Treasurer \_\_\_\_\_

Entered as treasurer record this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County Register of Deeds \_\_\_\_\_

**SHAFER, KLINE & WARREN, INC.**  
**ENGINEERS ~ SURVEYORS**  
 11500 CORPORATE AVENUE, LENEXA, KANSAS 66219  
 PHONE (913) 886-7000 FAX (913) 888-7000

**OWNER:**  
 Eisenhower Crossing Development, LLC  
 4700 Broadway, Suite 240  
 Kansas City, MO 64112

ROBERT C. SANDLER, KS LS-1062

Lansing Planning Commission  
Regular Meeting  
August 16, 2017

**Call to Order** – The regular monthly meeting of the Lansing Planning Commission was called to order by Chairman Brian Schwanz at 7:03 p.m. Also in attendance were Vice-Chairman Ron Barry, and Commissioners Kirsten Moreland, Jerry Gies, and Chad Neidig. Commissioners Mike Suozzo and Frank Reyes were unable to attend. Chairman Schwanz noted there was a quorum present.

**Approval of Minutes – July 19, 2017, Regular Meeting** – Vice-Chairman Barry made a motion to approve the minutes of the July 19, 2017, regular meeting, seconded by Commissioner Gies. The motion was unanimously approved.

**Old Business** – none

**New Business – 1. Public Hearing – 501 North Main Street.** At this time, Chairman Schwanz made a motion to table the public hearing for 501 North Main Street until the September 20 meeting. The motion was seconded by Commissioner Moreland. Vice-Chairman Barry stated he thought it would be appropriate to add that this was at the request of the architects. City Attorney Greg Robinson stated he believed the public hearing should be opened, but not closed, and then state that the item will be continued until the September 20 meeting. Chairman Schwanz then rescinded his motion to table and Commissioner Moreland rescinded the second to the motion.

Chairman Schwanz opened the public hearing at 7:07 p.m. Since there was no one to address the Commission on this item, Chairman Schwanz then stated this public hearing would be continued until the September 20 meeting at the request of the architects.

**2. Final Plat – Eisenhower Crossing, Phase 2.** Chairman Schwanz stated that Eisenhower Crossing Development, LLC, has submitted a final plat for Eisenhower Crossing, Phase 2, located at the southeast corner of Eisenhower Crossing Development (southeast of DeSoto Road and Eisenhower Road), consisting of 26 lots or 9.4 acres more or less.

At this time, Dan McGhee of Shafer, Kline, and Warren, on behalf of Eisenhower Crossing Development, stated they had been coordinating with staff the items discussed previously at the preliminary plat stage. He stated it was decided to keep the Kane Drive right of way as is, with the 20' on the south side of the property possibly being used as a trail in the future. As far as the storm water issues, he stated they took a look at the amount of area that is actually bypassing the existing detention facility and found it is quite substantial, and after comparison to what is there now, they are finding a reduction in peak flows that leave the site even when it's fully developed. He stated they looked at how they could modify the existing basin to make it work for the ultimate condition and take care of that now. He stated what they are proposing is to lower the permanent water surface of the existing pond by six inches, which will gain a little more storage volume in the existing facility. He stated those revised plans were submitted late this afternoon.

Chairman Schwanz asked City Engineer Matt Harding about the runoff information he has looked at and Mr. Harding stated that Shafer, Kline, and Warren is using a standard recognized model for the routing and sees no problem with what they've done. He said he has asked for the following additional information:

Lansing Planning Commission  
Regular Meeting  
August 16, 2017

- Inflow and outflow hydrographs
- Stage/storage
- Rainfall intensity

Chairman Schwanz noted that our ordinance states zero net increase and Mr. Harding said zero net increase from the site. He said this proposal will release it at a slower rate so it doesn't increase the net runoff.

Commissioner Gies asked about the plan and Mr. McGhee stated they are proposing to put curb inlets at the very edge of the development on Pinehurst Drive and also maintain the swale that's adjacent to the trail. Commissioner Gies then asked on the original development plans for this parcel if there were ever any other catch basins or was this one the only one originally proposed and Mr. McGhee said this was the only one.

Commissioner Gies stated that in regard to the sewer, he has concerns that if this is approved and then they're ready to start building houses, but the sewer isn't yet finished, how will this be addressed? Community and Economic Development Director Stefanie Leif stated the condition on the approval could state that building permits instead of certificates of occupancy shall not be issued for any units until the sewer project to serve this development is completed by the city.

Mr. Harding asked Mr. McGhee if he had any idea about the timing on this project, and he stated they are probably two to three months out on even getting plan approval and it would probably be at least spring before asphalt would go down, so it's going to be sometime in 2018, but he's not sure when.

Chairman Schwanz asked Mr. Harding what he thought the timeline is for the sewer and he stated he thought construction would start around January and would guess it would take around five months to complete. He stated the developers would be putting in their sanitary sewer first before anything else because it's the deepest.

Commissioner Gies asked where the sewers that are being designed run through and Mr. Harding stated they get to this subdivision across the golf course, the south side of the nursing home, and run up Merion.

Commissioner Gies then asked who owns the land on which the detention pond sits and Mr. McGhee responded it is the developer, Eisenhower Crossing Development. Commissioner Gies asked who is going to be responsible for the pond once development is finished and Ms. Leif stated this would be addressed in the facilities use agreement.

Commissioner Gies next asked about Winslow Drive and if it shouldn't be labelled as a trail easement instead of a street. Mr. McGhee stated he had asked the surveyor about this and his opinion was that Winslow is what created the right of way, so it's still right of way, whether there's an improvement there or not.

Lansing Planning Commission  
Regular Meeting  
August 16, 2017

Vice-Chairman Barry asked where the other easements besides the sanitary easements to the north are being shown on the plat and Mr. McGhee stated that the U/E on the plat stands for utility easement. Mr. Harding then said that any utility can go in there.

Commissioner Gies asked who is doing the city sewer design and Mr. Harding stated it is Professional Engineering Consultants out of Topeka.

Ms. Leif stated she'd received some comments from the Fire Chief after the packet had gone out as far as who is doing the water line design and about fire hydrant locations, and he was told those would be on the engineering plans.

Vice-Chairman Barry asked about the timing between this process and the engineering plans and Mr. McGhee said it would probably take several months to go through plan reviews and obtain the necessary state permits.

Commissioner Gies then asked about the discussion about the traffic study and what "PM peak" meant and Mr. McGhee stated that stood for evening peak.

Vice-Chairman Barry then asked about the standards for residential lighting and Mr. Harding stated those requirements are in the city's Technical Specifications. Mr. McGhee added that there is a plan sheet for the street lighting in the plans that were submitted today.

Commissioner Neidig asked where the sidewalks are shown on the plat. Mr. McGhee stated those aren't shown on the final plat, but there is sidewalk on both sides of Progress Drive since it's a collector street and on the north side of Pinehurst, which would connect to the existing trail. He stated there's also a stub that comes down that first street. Mr. Harding said sidewalks are typically shown on the preliminary plat and the function of the final plat is to show dedications and what the developer wants to dedicate to the city, such as right of way and easements.

Since there were no other questions or comments, Chairman Schwanz entertained a motion to accept the staff analysis as a finding of fact for Eisenhower Crossing, Phase 2. Commissioner Gies made that motion, seconded by Commissioner Moreland. Roll was called and the motion passed, with Commissioner Neidig and Vice-Chairman Barry abstaining.

Chairman Schwanz next asked for a motion to recommend to the City Council approval, denial, or approval with conditions the final plat for Eisenhower Crossing, Phase 2. Commissioner Gies made a motion to recommend approval with the conditions stated in the staff report. Commissioner Moreland seconded the motion. Vice-Chairman Barry recommended stating those conditions so Mr. McGhee would know exactly what they are. Commissioner Gies then read the conditions as stated in the staff report:

1. Certificates of Occupancy shall not be issued for any units until the sewer project to serve this development is completed by the city;
2. The plat shall not be recorded until the City Council has made a decision on the waiver, parks and recreation amenities, and public dedications; and,

Lansing Planning Commission  
Regular Meeting  
August 16, 2017

3. The plat shall not be recorded until a Facilities Use Agreement incorporating all city requirements has been signed by both the City and the property owners.

Roll was then called and the motion passed, with Commissioner Neidig abstaining.

Chairman Schwanz asked when this would go to the City Council. Ms. Leif stated the Planning Commission has approved the final plat so that part is done. She said the remainder of the plans that need to go to the City Council will need a little more time, so she anticipates it will be late September or October.

**3. Public Hearing – Zoning Ordinance Amendment.** Chairman Schwanz stated this hearing is to give consideration to an amendment to the Lansing Zoning Ordinance, Appendices A and B “Permitted and Conditionally Permitted Uses.” He said this proposed amendment would allow daycare centers as conditional uses in the B-3 Commercial Business zoning districts. He stated a day care center is defined as seven (7) or more unrelated children or adults, and that day care centers are currently conditional uses in A-1, R-1, R-2, R-3, R-4, R-5, R-6, B-1, and B-2. He said staff is aware of two day care centers in existence in the B-3 zone.

Chairman Schwanz opened the public hearing at 7:39 p.m. Debbie Deere, 402 Maple Court (home address) and 1104 Industrial Street (business address) spoke at this time, urging Commissioners to approve this amendment so she can continue to operate her child care facility of 24 years at its current location on Industrial Street in the Lansing Business Center.

Since there was no one else who wished to speak, Chairman Schwanz closed the public hearing at 7:41 p.m.

Commissioner Gies made a motion to recommend approval of this text amendment to the City Council, seconded by Commissioner Moreland. Vice-Chairman Barry asked Ms. Leif if she received any other comments on this amendment and she stated she did not. The motion was then unanimously approved. Ms. Leif stated this would go before the City Council on September 7.

**4. Public Hearing – Zoning Ordinance Amendment.** Chairman Schwanz stated this hearing is to give consideration to an amendment to the Lansing Zoning Ordinance, Article 11, “Sign Regulations”.

Chairman Schwanz opened the public hearing at 7:44 p.m. and since there was no one in the audience to comment, he promptly closed the public hearing.

Chairman Schwanz asked Ms. Leif to address why this was being brought before the Commission. She stated these are select changes to the sign ordinance and with the UDO, there will be a more thorough review and analysis of it at that time. She said that, for instance, a billboard sign is defined as advertising billboard and off-site sign. She said the code had been changed several years back to state that those signs are prohibited in the Main Street Overlay District, but she believes there are other areas of town that aren't in the MSOD where we also wouldn't want these types of signs. She stated what this amendment does is, where we

Lansing Planning Commission  
Regular Meeting  
August 16, 2017

currently allow billboard advertising off-site signs, it will remove the language to where those are no longer allowed in those zones.

Vice-Chairman Barry asked, since we're going through the UDO and revising things like this, why do we need to do this now instead of waiting for the rewrite of the UDO. Ms. Leif stated she had been receiving inquiries from individual property owners about these particular kinds of signs, so she would like to address this sooner rather than later so we don't end up with something in our community that we never thought would come in to our community and never intended for them to.

Vice-Chairman Barry asked if this change is to put meat into our enforcement and Ms. Leif stated that was correct. Vice-Chairman Barry then asked if we have signs currently that would violate this amendment if it was approved and if so, how would that be handled or would they be grandfathered in. Mr. Robinson stated it would be looked at as a legal non-conforming use so if it was torn down or a certain percentage of it was destroyed, it would have to be put back in accordance with this new regulation.

Ms. Leif stated the only other change beside the size, type, and location of signs is just fixing a typographical error in the chart on the last page, which says 5% of the building façade whereas the body of the code says 10%. She stated this will make it consistent with what it says in the body of the code.

Commissioner Gies asked Ms. Leif if any sign companies had approached her about the sign changes and she stated they had not. He asked who issues the sign permits and Ms. Leif said it is the Building Inspector.

Since there was no other discussion, Chairman Schwanz entertained a motion to approve, deny, or approve with conditions to the City Council the amendment to the Lansing Zoning Ordinance, Article 11, Sign Regulations.

Commissioner Gies made a motion to recommend approval of these changes to the City Council and Commissioner Moreland seconded the motion.

Commissioner Neidig stated he still wasn't clear if Vice-Chairman Barry's question had been answered. Vice-Chairman Barry stated that what he believes he heard was that if a sign is in violation today, they can keep their sign today until such time the sign falls apart or is replaced, and then it would have to be brought to the present code.

Commissioner Gies commented that many times people perceive the signage of your community as a reflection on the quality of your community.

Commissioner Neidig stated he was still confused about the definitions and wording regarding advertising signs, billboards, and off-site signs. Commissioner Gies stated the best way to regulate signs is by location and size and these proposed changes restrict the size. Commissioner Neidig stated he doesn't know, as written, if it would provide the necessary clarity to the Council of what the intent is. Chairman Schwanz stated this can also all be cleaned up in the UDO.



Lansing Planning Commission  
Regular Meeting  
August 16, 2017

Since there was previously a motion and a second to recommend approval, roll was called. The motion passed, with Commissioner Neidig and Vice-Chairman Barry voting "no". Vice-Chairman Barry wanted to state the reason he voted "no" was because he still believes this should be done at a single time with the UDO and not separately.

**Notices and Communications** – Ms. Leif stated that for the September meeting, we have a conditional use permit renewal application from Debbie Deere for A Deere Place day care, and also the continuation of the application for 501 North Main Street. Commissioner Moreland asked about the UDO consultants and Ms. Leif stated there would also be a work session with Gould Evans. Mr. Robinson asked if they'd be addressing the signs in the UDO and stated he would recommend them reaching out to Young Sign Company if they're going to make any changes to the sign code.

**Notices and Communications** – none

**Adjournment** – Chairman Schwanz made a motion to adjourn, seconded by Commissioner Gies. The motion passed by acclamation and the meeting adjourned at 8:03 p.m.

Respectfully submitted,

Cynthia Tripp, secretary

Reviewed by,

Stefanie Leif, Community and Economic Development Director

---

# AGENDA ITEM

---

TO: Mayor; Lansing City Council  
FROM: Tim Vandall, City Administrator & Matt Schmitz, Community & Economic Development Director  
DATE: April 30, 2018  
SUBJECT: Acceptance of Engineering Documents-Eisenhower Crossing, Phase Two

---

**Explanation:** The final plat for this property was approved on August 16, 2017. Since then, staff has reviewed and gone over plans with SKW, the design engineer for the developers. Dan Carr, the developer for Eisenhower Crossing will be present to address any questions.

**Financial Considerations:** This subdivision would encompass 26 new homes. Upon full buildout, we would expect this property to generate \$43,000 annually in property taxes as well as \$18,500 annually in sewer fees. The developer expects over \$898,000 in costs for public improvements within the subdivision.

**Policy Considerations:** Wastewater plans have been accepted by the Wastewater Director and City Engineer. The developer has applied for and received the sewer extension permit from KDHE. In the original submittal to the Planning Commission, staff discussed awaiting the issuance of occupancy permits until the downstream sewer line is upsized (currently under design). Staff has evaluated if any number of homes could be completed prior to construction of the new City sewer line. Given the timing of this project in coordination with the City's wastewater improvements through the golf course, staff believes a nominal amount of flow could be accommodated. Additionally, staff will continue to review the flow meter downstream from this location to ensure we do not encounter any problems if homes are occupied one-two months prior to final completion of the new wastewater line.

One area that is outside of our written standards is our 1' free board requirement during a 100 year storm. In order to meet this requirement, the developer would have had to place and underground pipe throughout the subdivision or rip-rap in the back yards and grade the yards unusually in order to slow down water velocity for a 100 year storm. Staff felt this was a poor option since there is more maintenance with rip-rap than any erosion that may or may not occur every 100 years. Additionally, staff felt like rip-rap in the back yards would reduce depth of back yards, hinder home sales in the area, and not be aesthetically pleasing. The developer has proposed a compromise with a .5' free board in a 100 year flood. We had the plans verified by a third-party engineer who stated the solution was reasonable. Although the compromise does not meet our standards, it does meet the American Society of Public Works Division 5600 requirements (APWA KC Metro standards). Engineering documents are on file in the Public Works Office and will be available at the meeting Thursday evening.

**Action:** Approve the Eisenhower Crossing Phase Two Engineering Documents as presented.

---

**AGENDA ITEM #**



---



---

# AGENDA ITEM

---

TO: Tim Vandall, City Administrator   
FROM: Sarah Bodensteiner, City Clerk   
DATE: April 25, 2018  
SUBJECT: Executive Session – Consultation with Attorney

---

Executive Session will be called for consultation with Attorney.

---

**AGENDA ITEM #**

---

9



# Municipal Clerks Week Proclamation

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

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

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

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

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

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

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

*Now, Therefore*, I, Michael W. Smith, Mayor of the City of Lansing, in the State of Kansas proclaim the week of May 6 through May 12, 2018 as

## *Municipal Clerks Week*

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

*In Witness Thereof*, I have hereunto set my hand this 3rd day of May, in the year Two Thousand Eighteen.



City of Lansing

Handwritten signature of Michael W. Smith in black ink.

Michael W. Smith, Mayor

Handwritten signature of Sarah Bodensteiner in blue ink.

Sarah Bodensteiner, City Clerk



## Lansing Police Week Proclamation

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

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

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

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

Now Therefore I, Michael W. Smith, Mayor of Lansing, call upon all citizens of Lansing and upon all patriotic, civic and educational organizations to observe the week of May 13 - 19, 2018, as

### Lansing Police Week

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

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

In Witness Whereof, I have hereunto set my hand this 3rd day of May, in the Year of Two Thousand Eighteen and cause the Seal of the City of Lansing to be affixed.



City of Lansing

Handwritten signature of Michael W. Smith in black ink.

Michael W. Smith, Mayor

Handwritten signature of Sarah Bodensteiner in blue ink.

Sarah Bodensteiner, City Clerk