
AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

- [1.](#) Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

NEW BUSINESS

- [2.](#) 2022 Compensation Study
- [3.](#) Leavenworth County Humane Society
- [4.](#) Purchase of Police Vehicles
- [5.](#) Purchase of Admin Vehicle
- [6.](#) Aquatics Design Contract and Scope of Services
- [7.](#) Land Sale Contract for four acres in Town Centre
- [8.](#) Executive Session – Economic Development

REPORTS - City Attorney, City Administrator, Department Heads, Councilmembers

- [9.](#) City Administrator Report

PROCLAMATIONS

OTHER ITEMS OF INTEREST

ADJOURNMENT

Regular meetings are held on the first and third Thursday of each month. For information on how to view prior meetings, please visit our website at <https://www.lansingks.org>. 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.

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: December 28, 2022
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of December 15, 2022 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of December 15, 2022, as presented.

AGENDA ITEM

CITY OF LANSING

CITY COUNCIL MEETING

MEETING MINUTES
December 15, 2022

Call To Order:

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

Roll Call:

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

Councilmembers Present:

Ward 1: Gene Kirby and Dave Trinkle

Ward 2: Don Studnicka and Marcus Majure

Ward 3: Kerry Brungardt and Jesse Garvey

Ward 4: Dan Clemons and Gregg Buehler

Absent:

OLD BUSINESS:

Approval of Minutes of the Regular Meeting of December 1, 2022, as presented.

Councilmember Clemons made a motion to approve Regular Meeting Minutes of December 1, 2022, as presented. Councilmember Brungardt seconded the motion. No discussion took place. **Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Kirby, Majure, and Garvey. Nay: none; Abstain: Councilmember Trinkle; Absent: none. The motion was approved.**

Audience Participation: None.

Presentations: None.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Public Hearing on and Consideration of the Amended 2022 Budget.

Councilmember Kirby made a motion to open the public hearing for Amendments to the 2022 budget. Councilmember Majure seconded the motion. Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.

The Capital Improvements Fund requires an amendment to the 2022 Budget. The biggest change to this budget is for the K7 & Eisenhower Project expense line. KDOT reimbursements that offset the expenses are typically received thirty to forty-five days after billing. This will result in invoices that are paid by the city in 2022 not being reimbursed by KDOT until 2023. The final payment to KDOT for the DeSoto Road Project was also paid in 2022. Minor adjustments were made to other expense line items to reflect actual expenditures

No discussion took place.

Councilmember Kirby made a motion to close the public hearing for Amendments to the 2022 budget. Councilmember Garvey seconded the motion. Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.

Councilmember Clemons made a motion to adopt the amendments to the 2022 budget as presented. Councilmember Buehler seconded the motion. Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.

Ordinance No. 1092 – Ward Boundaries.

Ordinance No. 1092 establishes Wards 1 through 4 boundaries and precincts to take effect January 1, 2023.

Councilmember Brungardt made a motion to approve Ordinance No. 1092 establishing Wards 1 through 4 boundaries as presented. Councilmember Buehler seconded the motion.

Councilmember Studnicka asked for clarification on what changed. Discussion commenced between the City Administrator, City Attorney, and Council regarding the census data and federal requirements. The City Administrator stated that it was kept as similar as they could. **Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.**

Ordinance No. 1093 – General Obligation Bonds, Series 2022.

Ordinance No. 1093 authorizes the levy of a 0.45 percent (0.45%) Retailers' General-Purpose Sales Tax and related matters. The Sales Tax ballot question passed by a margin of 1721 – Yes and 1698 – No. This would raise Lansing's sales tax rate to 9.4% beginning July 1, 2023 and will sunset 20 years after. Based on the most recent projections, the city could see an additional \$500,000 to \$600,000 per year to be devoted to a municipal aquatic center.

Councilmember Clemons made a motion to approve Ordinance No. 1093 and authorize necessary signatures. Councilmember Buehler seconded the motion. Councilmember Trinkle asked what would happen to the money until the aquatic center is constructed. The City Administrator stated that it would be set aside and build up like previous tax associated construction projects. He also stated that the design and engineering of the aquatic center would be hundreds of thousands of dollars as well. So, the sales tax can also pay for the design and engineering. **Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.**

Request for Cereal Malt Beverage License Renewals.

Each year the businesses that hold a CMB License must be renewed by the city and the State. The required reviewing of the application has been done, there are no changes to the applications from previous years. The licensing fee and Kansas State Stamp Tax have been paid for 2023.

Councilmember Buehler made a motion to approve the Cereal Malt Beverage License renewal for Aldi Inc. at 1217 North Main Street. Councilmember Studnicka seconded the motion. Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.

Addendum to American Rescue Plan Public Private Partnership Policy.

The City Council approved a policy in February of 2022 to partner with private entities to construct public sewer lines in Lansing when they spark growth and investment. Recently, the idea of assisting with the construction of sanitary and storm sewers for commercial and industrial projects has arisen.

Since this policy is targeted toward commercial and industrial projects, it could create additional jobs, sales taxes, and property taxes in Lansing. An industrial or commercial building appraised at \$1M would generate \$9,112 per year in property taxes based on our current mill levy of 36.448, highlighting a positive return on investment once fully taxable. This policy is based on American Rescue Plan Act funds and not property tax funds. ARPA funds must be expended for projects that promote government services and cannot be utilized for private service lines. Once ARPA funds are expended, this policy would become null.

Councilmember Buehler made a motion for approval of American Rescue Plan Act Addendum for commercial and industrial projects. Councilmember Kirby seconded the motion.

Councilmember Clemons asked if there were any projects in mind. City Administrator Tim Vandall stated that there are at least two companies that he feels pretty confident are going to reach out regarding these funds. Discussion continued regarding requirements for the companies to apply. The ARPA funds are required to be committed by the end of 2024 and spent by 2026. If by the middle of 2024 there are still funds remaining, there might be storm sewer or sanitary sewer project that we might try to check off the list. **Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.**

Authorization to Bid Town Centre Sewer Improvement Project.

The Town Centre Improvement project is ready to move into the bidding and construction phase. All regulatory approvals have been received, and staff have approved the plans. This project includes the replacement and relocation of approximately 1,000 feet of sanitary sewer between West Kay and West Kansas Street adjacent to Town Centre Drive. The project will take approximately 120 days for substantial completion. The engineering estimate for this project is \$950,000 and the project will be funded with the utility's capital reserve.

Councilmember Brungardt made a motion to authorize staff to advertise bids for the Town Centre Sewer Improvement project. Councilmember Buehler seconded the motion. The Mayor stated that if we move forward on the project, that the Independence Day fireworks would have to be at Bernard Park. If the city waits until after July 4, then the option for Town Centre to be used for the Independence Day event would still be available. The City Administrator added that approval for a start date in the fall could still be approved now. Wastewater Director Tony Zell stated that there were really three options. The first two as referenced by the mayor. The third option being to wait on bidding until September time frame which may allow for more competitive bids. Discussion continued between the Council and Mr. Zell regarding the urgency of the project and the advantages of waiting until the fall to bid out the project. **Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.**

Resolution No. B-10-2022 – A Resolution authorizing staff to waive the requirements of K.S.A. 75-1120a(a) as they apply to the city of Lansing for the year ended December 31, 2022.

Currently, the city's financial statements are prepared on a budgetary basis throughout the year, with year-end adjustments made to comply with Generally Accepted Accounting Principles (GAAP). The auditors make many of the year-end adjustments as part of the audit process. Recently, the Governmental Accounting Standards Board (GASB) has issued several pronouncements which have added additional reporting requirements for financial reporting, and emphasis on in-house preparation of adjustments and GAAP financial statements rather than by auditors. GAAP basis financial statements are difficult to read and interpret for those who do not have a financial background. In the

state of Kansas, it is permissible to prepare financial statements using the Kansas Municipal Audit and Accounting Guide (KMAAG) or cash basis of accounting. This aligns the audited financial statements more closely with the financial statements used throughout the year. Less staff time would be spent preparing schedules and adjustments to produce financial statements that show information which is not often used by those viewing the statements. City staff consulted with the City's bond counsel and financial advisors to ensure there would be no adverse impact on the city's bond rating.

Councilmember Kirby made a motion to approve Resolution No. B-10-2022. Councilmember Buehler seconded the motion. Discussion commenced between Finance Director Beth Sanford and the Council regarding the differences between GAAP accounting standards and cash basis. **Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.**

Notice of Intent to Terminate Interlocal Agreement.

The City Council went over the recent Kansas Supreme Court ruling at the October 27th work session. The City discussed a desire to have conversations with partner entities of the interlocal agreement, as well as a desire to not have the interlocal agreement automatically renew for four additional years. Staff have reached out to members of the Fire District 1 Board, Delaware Township, and our representative to the County Commission. Per Judge King's ruling in 2020, the City can rescind its notice of intent to terminate the ILA. If our conversations with partner organizations result in positive and meaningful changes the City can rescind its notice of intent to terminate the ILA. By issuing the notice of intent to terminate, we can begin the process of reviewing and potentially allocating assets. Once this is complete, the City will have a better idea of the financial implications and what equipment would need to be purchased.

Councilmember Brungardt made a motion to approve the notice of intent to terminate the interlocal agreement dated June 26, 2003. Councilmember Garvey seconded the motion.

Councilmember Clemons asked for clarification on moving ahead with talks now to make sure we are not going to affect anybody's retirement, pensions, or anything of that nature with a start date of 2026. The City Administrator stated that he had spoken with Delaware Township, our local county commissioner, and notified our members of the board. Regarding staff pensions, if they are on KP&F that is what our police department is on as well. 2026 was discussed at the work session in an attempt to be methodical, to think this through, and to engage in discussions. 2026 would be the city's preference, and that was mentioned to the commissioner and the Delaware Township. The date referenced in the intent to terminate is to prevent the interlocal agreement from being renewed. If the notice is not issued, no one is under any obligation to talk to us. We were ignored for three years. Our goal is to have discussions at this point. Interactions with the staff of Fire District 1 have been overwhelmingly positive. Councilmember Majure and the City Administrator discussed the plan for talks with High Prairie Township. Mr. Robinson clarified that each geographical boundary of each entity will remain unchanged unless they expand themselves. We would have to annex and expand our boundaries because right now they are fixed. They would remain fixed unless we take a proactive step where we are adding land or losing land. **Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.**

Appointment of Public Defender.

The City's Public Defender, Geoffrey Sonntag, was recently appointed to be a judge in the 1st Judicial District of Atchison County by the Governor. This appointment leaves the city with no Public Defender. The City was contacted by two attorneys interested in filling the vacancy. City staff consulted with

Judge Fuller and the Prosecuting Attorney and are recommending that James Floyd be appointed as the city's Public Defender.

Councilmember Kirby made a motion to authorize the Mayor to appoint James Floyd as Lansing's Public Defender. Councilmember Buehler seconded the motion. Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.

REPORTS:

Department Heads: Nothing to discuss.

City Attorney: Nothing to discuss.

City Administrator: The grant the city applied for to repair the bridge on Desoto Rd by the catholic church was not approved by KDOT. We will continue to maintain and make sure it is safe. He and the Director of Parks and Recreation have been talking with the aquatic consultant, and he should have that contract at the next city council meeting in January. The consultant stated that if the splash pad was incorporated into the pool location, it would save tens of thousands of dollars because they could be run on the same pumps, same chemicals, staff would already be there, and the design is done. So, you could move the design from one location to the other. He acknowledged that improvements would still be made to the city park and do some type of destination playground. Or possibly do a smaller single pass system at City Park. The consultant said if we are trying to do the type of splash pad that is recycling the water, where you are injecting chlorine and trying to clean it with pumps out there and sending staff out there three or four times a day, moving the splashpad to the aquatic center would save some money. Councilmember Clemons asked if the feedback link for additions to the pool had been posted. Mr. Vandall stated that no updates had been received, but the initial reports showed 80% approval for the aquatic center. There was not a lot of feedback against the current design. Some in-house discussions have happened regarding another open house to get additional feedback. Discussion continued regarding the number of lap lanes in the design and the cost effectiveness and possible budgetary restrictions. Discussion continued regarding the feedback on the fireworks display at Town Centre versus Bernard Park.

Governing Body:

Councilmember Buehler: Thanked Director Zell for the explanation regarding the sewer project. On this day in 1891, James Naismith introduced the very first version of basketball with thirteen rules and a peach basket nailed to each side of his school's gym.

Councilmember Clemons: He did discuss the surveys at the last Port Authority meeting. Everyone agreed to it, but they are waiting on a traffic study. Next month, they will be putting together a group of people to dust off the 19-year-old plans to bring them up to date and look for the future.

Councilmember Brungardt: Thanked Director Zell for his presentation. Thanked Director Sanford for thoroughly explaining the GASB, GAAP, and KMAAG. Congratulated Director Schmitz on his new job. Wished everyone a Merry Christmas.

Councilmember Studnicka: Wanted to wish everyone a Merry Christmas and have a happy new year.

Councilmember Trinkle: Merry Christmas to everyone and happy new year.

Councilmember Kirby: Agreed with what had already been said. He would also like to bring up, in light of recent events that other elected bodies seem to have, that we've all got different backgrounds, different life experiences. But every week we come here; we don't always agree but we don't let our egos get in the way. I'm extremely proud of the way, since I've been on here, that the council has conducted themselves and put the city first.

Councilmember Majure: Merry Christmas to everybody, and happy new year to everybody. Thanks for everybody's hard work. Stated that Director Schmitz will be missed and thanked him for his service and years here in the city.

Councilmember Garvey: Ditto what Councilmember Kirby said. We have a great group of people up here that work well together. Merry Christmas and happy new year.

ADJOURNMENT:

Councilmember Garvey made a motion to adjourn. Councilmember Brungardt seconded the motion. Roll Call Vote: Aye: Councilmembers Buehler, Clemons, Brungardt, Studnicka, Trinkle, Kirby, Majure, and Garvey. Nay: none; Abstain: none; Absent: none. The motion was approved.

The meeting was adjourned at 7:55 p.m.

ATTEST:

City Clerk Tish Sims, CMC

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Elizabeth Sanford, Finance Director
DATE: December 29, 2022
SUBJECT: City Compensation Study

Dr. Victoria McGrath, from McGrath Human Resources Group, will present the results of the city-wide compensation study. Staff will discuss the cost to implement the proposed salary structure. Funds have been built into the budget to accommodate adjustments.

Action:

Staff recommends that the Council approve the compensation study as presented.

AGENDA ITEM

Compensation and Classification Study Executive Report

for



December 2022





McGrath Consulting Group, Inc.
P.O. Box 865
Jamestown, TN 38556
Office (815) 728-9111
Fax (815) 331-0215
www.mcgrathconsulting.com

©Copyright 2022 McGrath Human Resources Group. All rights reserved.
No part of this document may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopy, recording or otherwise without the expressed written permission of McGrath Consulting Group, Inc.

Table of Contents

Introduction.....	5
Methodology	6
Data Collection	6
Labor Market.....	6
Market Data Solicited.....	7
Market Analysis	7
Non-Represented Minimum Salary Comparison.....	8
Midpoint Salary Comparison	9
Average Market Salary Analysis	10
Maximum Salary Comparison	10
Summary	11
Current Compensation System	11
Other Factors.....	12
Public Sector Turnover/Recruitment Challenges	12
The Great Resignation and Private Sector Influence	13
Employee Demographics.....	13
Top Motivators for Employee Retention	14
Compensation Philosophy	15
Recommended Salary Schedule	16
Position Placement.....	17
Position Title Recommendations.....	17
Employee Placement.....	17
General Operational Guidelines.....	18
Maintenance of Salary Schedule	18
Salary Schedule Adjustments	18
Annual Performance Adjustments	18
Benefits	18
Health Insurance	18
Plan Design Overview.....	18
Premiums	19
Expected Employee Cost.....	21
Maximum Employee Cost	22
Holidays.....	24
Vacation	24
Sick Leave	24
Appendix A: Recommended Salary Schedule	26
 Figure 1: Minimum Analysis Summary	 8
Figure 2: Midpoint Analysis Summary	9
Figure 3: Incumbent Analysis Summary.....	10
Figure 4: Maximum Analysis Summary.....	11
Figure 5: Public Sector Recruitment Trends	12
Figure 6: Employee Demographics by Age Group.....	13
Figure 7: Employee Demographics by Years of Service.....	13
 Table 1: Comparable Organizations.....	 6

Table 2: Health Plan Summary 19

Table 3: Single Plan Premium Comparison..... 20

Table 4: Family Plan Premium Comparison..... 21

Table 5: Single Plan Comparable Review 21

Table 6: Family Plan Comparable Review 22

Table 7: Single Plan Maximum Risk Comparative Review..... 23

Table 8: Family Plan Maximum Risk Comparative Review..... 23

Introduction

McGrath Human Resources Group, Inc. (Consultants), an organization that specializes in public sector consulting, was commissioned by the City of Lansing, Kansas (City), to conduct a comprehensive Compensation and Classification Study (Study) for all positions. The purpose of this Study was to:

- ❖ Guide the City in confirming their pay philosophy including their desired position in the market;
- ❖ Review the City's existing compensation plan and classifications;
- ❖ Obtain and establish benchmark compensation data from the external market through a survey of mutually-identified, comparable entities;
- ❖ Obtain information on each job title/position for a job evaluation through department meetings, job descriptions, and position description questionnaires;
- ❖ Define and update the City's classification system, as needed;
- ❖ Establish internal equity among positions within the City of through a job evaluation point factor process;
- ❖ Integrate the data from the external market, internal market, and job evaluations to develop a comprehensive compensation system by updating current schedules or designing a new salary schedule to align with their compensation philosophy;
- ❖ Prepare a cost analysis for implementation of recommended changes;
- ❖ Review and recommend compensation policy and procedure changes that will assure consistent implementation and application of compensation;
- ❖ Provide a plan for the City of to provide on-going maintenance of the system independently;

The Consultants would like to extend their appreciation to the City Administrator, Finance Director, City Clerk, Department Directors, and employees for their time and cooperation, as well as sharing their information and perceptions.

Methodology

Data Collection

This project involved the following three (3) steps: (1) collection of data, (2) interviews, and (3) data analysis. The first step involved the gathering of data that pertains to current compensation practices within the City. The Consultants received information relating to current salaries, specific policies, collected market data, and current job descriptions

Interviews were conducted with the City Administrator, Finance Director, City Clerk, Department Directors, and other management personnel within each department. The purpose of these meetings was to first, gain an understanding of the City's current compensation practices and philosophy; secondly, to solicit ideas and input from these stakeholders for future compensation methodologies and practices; and finally, to determine whether it's difficult to recruit or retain employees for any positions within the City and whether any of the positions have unique responsibilities. Employees were then asked to complete a Position Questionnaire (PQ) which provided extensive information about their positions. The Consultants analyzed the PQs completed by the employees, previously reviewed by supervisory employees, to gain a better understanding of the job responsibilities, skills, and various competencies of each position.

Upon completion of the draft compensation schedule, the Consultants met with the Finance Director, City Clerk and each Department Director to review the recommended salary schedule and ascertain the City's perspective prior to finalization. All recommendations and feedback provided were reviewed by the Consultants and taken into consideration in both its relation to the position analysis and the external market data, as well as its impact to internal equity within the entire compensation system.

Labor Market

In order to gain information from the external market, a list of comparable organizations was established. Each of the comparable organizations was contacted requesting current salary schedules and incumbent data. The following comparable organizations were contacted:

Table 1: Comparable Organizations

Comparables	Received
City of Basehor, KS	
City of Bonner Springs, KS	
City of Edwardsville, KS	
City of Excelsior Springs, MO	
City of Gardner, KS	
City of Grain Valley, MO	
City of Harrisonville, MO	
City of Kearney, MO	
City of Leavenworth, KS	

Comparables	Received
City of Ottawa, KS	
City of Pleasant Hill, MO	
City of Smithville, MO	
City of Spring Hill, KS	
City of Tonganoxie, KS	DNP
Johnson County -Waste Water	
KS State Library Website	
Leavenworth County, KS	
NE KS Library System website	

DNP = Did not participate

Data from these organizations were collected through completion of a survey developed by the Consultants and receipt of compensation data from the benchmark positions.

The data collected were utilized to analyze the average market minimum, midpoint and maximum rates per defined benchmark position. A comparison of the average salary of the positions to the average salary of incumbents within the City of was also performed. When necessary, evaluation of a comparable organization's job description, when available online, was utilized to resolve conflicts.

In addition to current positions within the City, the Consultants sought comparable data on future positions/career ladders, and positions with job responsibilities that are combined in the City of but might be separate positions in other organizations. In some cases, titles were altered to better align with the industry. Not all positions are reflected in the following data analysis. In some situations, data were either not available in the external market, were insufficient, or there were no internal matches at the time of the Study.

Market Data Solicited

The market survey gathered the following 2022 information: minimum, midpoint, and maximum salary for the positions as well as the average salary of the incumbents. Upon examination, salaries were eliminated if statistically too high or too low so as to not skew the average (typically within one to two standard deviations). Then, a new percentile amount was calculated with the remaining salaries. There was a great deal of time spent on the data analysis to ensure that each position was examined based on the data available and how the responsibilities of each position align within the City.

Market Analysis

It is standard compensation practice to establish a range around the minimum or market rate to determine if employee compensation is in line with the comparable market. Employees can mistakenly assume that if the average market rate is \$25,000, then their salary should align to the

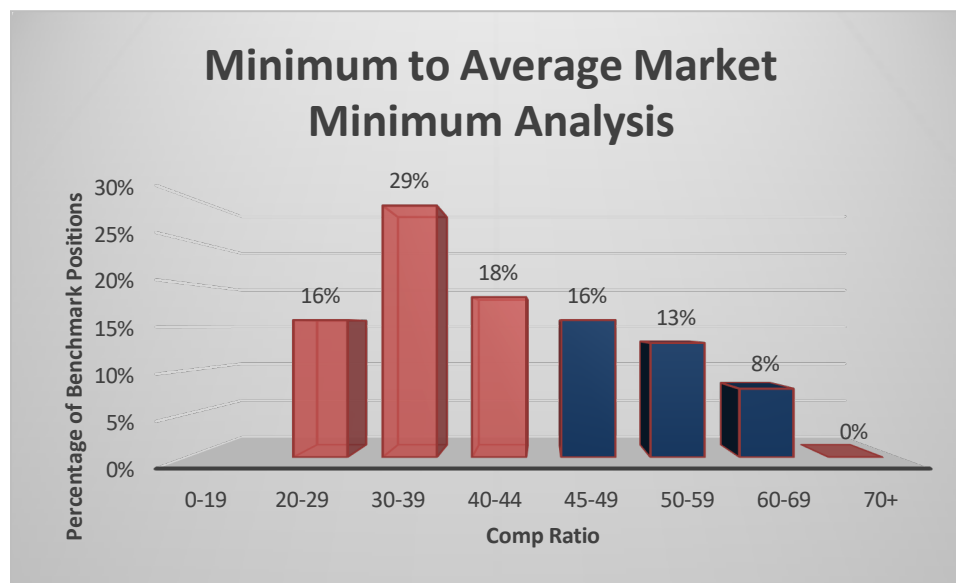
market rate, not realizing there are many factors attributable to being above or below a market rate. Compensation practices look at a range around the average market rate where an employee should be by the time the employee is fully functioning within his/her position. Traditionally, organizations establish a 5%-10% range around the market rate. Thus, if an employee is making between 40%-60% of the market rate, the employee is considered fairly compensated. In order to analyze the salaries, a comp ratio is used. This is a ratio of the City's salary in relation to the external market data. A 50% comp ratio would mean that it is in line with the external market. Again, the 5-10% range is utilized. Thus, if a ratio is within 45%-60% of the salary, it is within an acceptable range. Note: With the current economic climate and shortage of labor, a comp ratio under 45 is now considered below market.

Non-Represented Minimum Salary Comparison

The analysis of the minimum salary range gives the initial indication if starting salaries are within an acceptable market range. When building a salary schedule, consideration of this information will ensure the City's minimums are within an acceptable range to the average market minimum; however, this analysis is only the beginning in the development of a compensation schedule.

Approximately 67% of the benchmarked job titles are below the average market minimums. Overall, 37% of the positions are within the acceptable average market minimum. It would appear the majority of the City's minimum hiring salaries are no longer competitive against the average market. The Figure below provides a summary of findings.

Figure 1: Minimum Analysis Summary

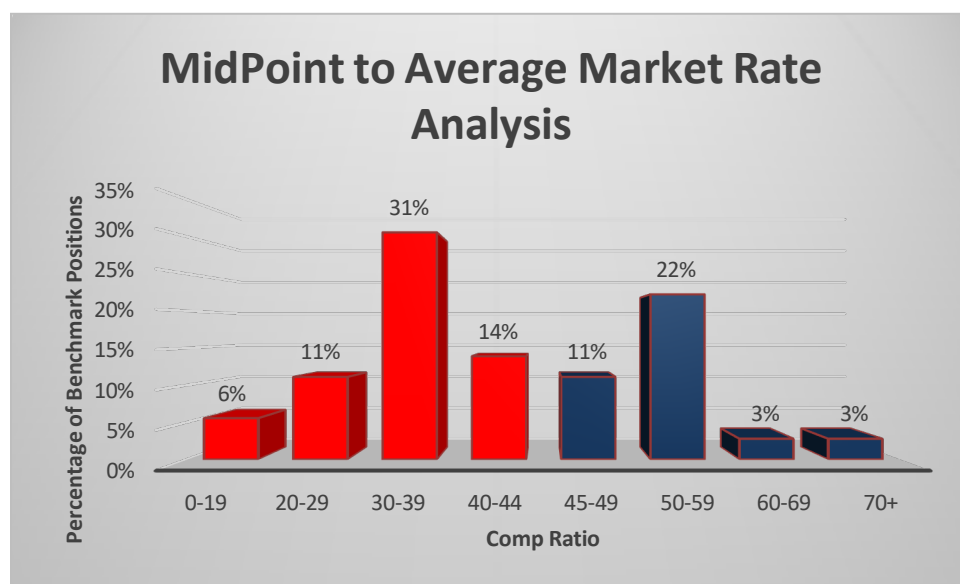


Due to rounding, may not equal 100%

Midpoint Salary Comparison

The Consultants wanted to know if the midpoint was aligned with the average market. Therefore, a midpoint analysis between the City's midpoint and the market average was conducted. Again, a comp ratio less than 45% would indicate the salary ranges may not be in line. Approximately 61% of the benchmark positions – looking at the midpoint – are lower than the average market rate. Only 39% of the positions are in a pay range that would align the midpoint to the average market rate. The following is a summary of findings.

Figure 2: Midpoint Analysis Summary

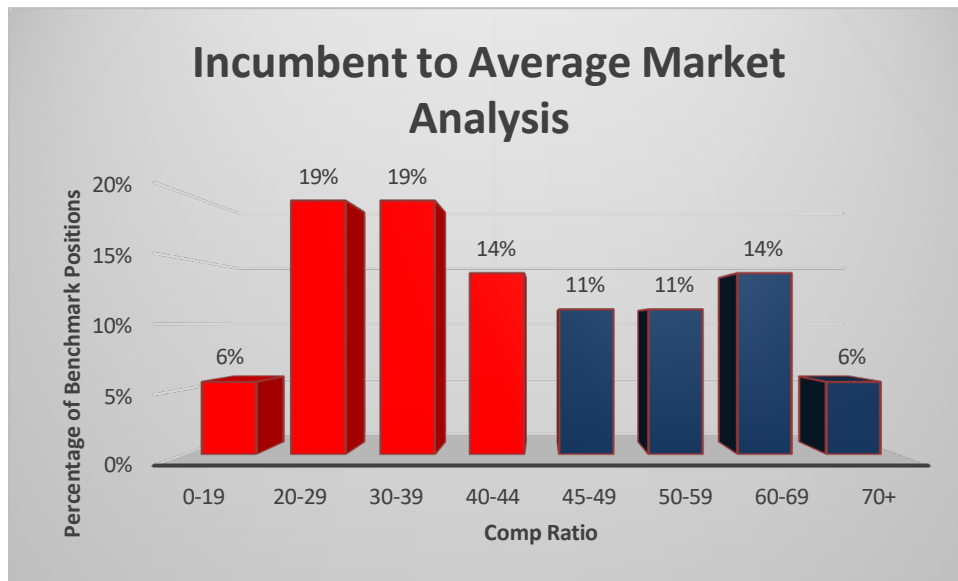


Due to rounding, may not equal 100%

Average Market Salary Analysis

The next step is to compare the City's current incumbent salaries to the average market rate to assess how competitive incumbent wages are within the market. For this purpose, an *average* of the current employees' salaries is utilized for positions with more than one (1) incumbent. Overall, 58% of the positions are below the average market rate. In total, 42% of the positions within the City are at or above the average market rate. In summary, the City does not fare well when employee salaries are compared to the average market rate of incumbent salaries. One does need to consider the tenure of employees during this analysis. Salary comparisons by title can be found in Appendix A. The Figure below provides a summary of findings.

Figure 3: Incumbent Analysis Summary



Rounding may not add to 100%

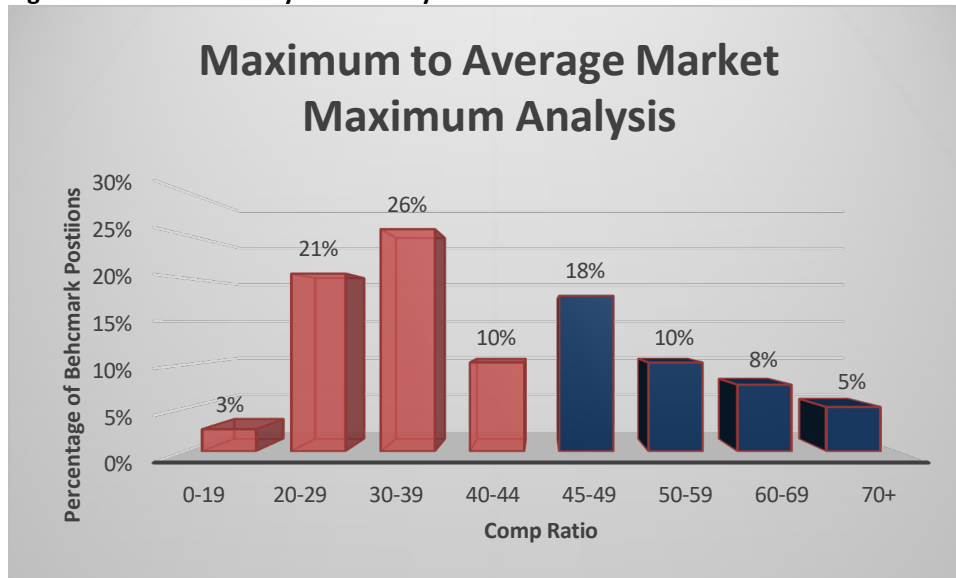
Keep in mind, tenure in the position may affect a lower-than-average comp ratio.

Maximum Salary Comparison

The Consultants then compared the City's salary range maximum to the average market maximum. However, due to various types of salary range construction, one must always consider this may not be an exact comparison.

The City's salary range maximum is at or above the market maximum for 41% of positions. This leaves 59% of positions with maximum rates that are under the market average. Thus, an employee has a higher earning capacity in many of the comparable municipalities. The Figure below provides a summary of findings.

Figure 4: Maximum Analysis Summary



Rounding may not result in 100%

Summary

The salary schedules need to be adjusted to become more competitive with the labor market.

Current Compensation System

The City has one salary schedule constructed as a range. The City has increased the salary structure by 1.5 – 1.9% each year. All employees receive the cost-of-living schedule adjustment. In January, employees also receive a performance-based increase. Thus, the total increase is both the cost of living and the performance increase. The budget for these two increases was four percent (4%) in 2022 and employees receive an increase of around 2.4%.

Under the current Cost of Living/Performance scenario, an employee will first reach the average market rate in year 7. After year 7, the employee's salary never goes beyond the external average midpoint. Thus, there is no way for the employee to progress beyond the midpoint of the salary range.

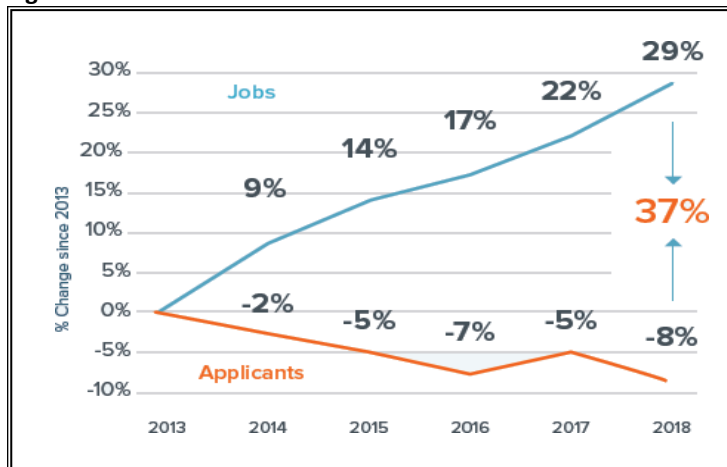
The Consultant will recommend a change to the compensation system in this report.

Other Factors

Public Sector Turnover/Recruitment Challenges

According to human resources professionals across the United States, it is becoming progressively harder to hire qualified personnel. Looking at a tight labor market, recruitment and retention of qualified personnel with the necessary skills for public service topped the list of workforce challenges (State and Local Government Workforce: 2017 Trends). Between 2013 and 2018, postings for government jobs have increased by 29% while applicant volume fell by 8%, resulting in a 37% gap (Neogov Job Seeker Report 2019). The figure below illustrates this change.

Figure 5: Public Sector Recruitment Trends



More recently, the Center for State and Local Government Excellence released its State and Local Government Workforces 2021 report. Based on a survey conducted with 300 state and local government participants across the United States in the first quarter of 2021, nearly 64% of respondents identified police positions as one of their most challenging positions to fill, and 57% identified skilled trades. This is not a new issue. Public employers have been experiencing ongoing challenges of this nature for almost a decade. Governments historically have had a compelling proposition to offer workers with secure lifetime employment and generous health benefits followed by a robust pension for retirement, which is no longer the case. Public employers are now battling for their talent because:

- Long term employment has less appeal to the younger workforce;
- There is a real or perceived decline in public support for government workers;
- Public employers feel they can no longer compete with the private sector with regard to salaries and benefits;
- There is a growing skills gap. Many government jobs now require specialized education or training - fewer positions are “learn on the job”;
- Public employers are not able to offer the same level of flexible work arrangements to all employees;
- Limitations in technologies prevent needed efficiencies and automation; and

- There are limited financial resources.

The Great Resignation and Private Sector Influence

Compounding the public sector recruitment challenges, as the nation re-opened following COVID shutdowns in 2021, the country has experienced continued private industry prosperity, record inflation, record retirements, and record turnover from an otherwise qualified workforce, causing all industries, both public and private, to be competing for already limited human resources. In addition, State Minimum Wage Laws are pushing non-skilled wages higher. This has led employers to escalate wages for all positions to help recruit and retain its talent. The effect has been substantial, and nearly every employer is experiencing recruitment and retention challenges.

As a result, all employers, including the City, will need to ensure its wages and benefit package is as competitive as financially possible in order to help mitigate turnover and facilitate recruitment success.

Employee Demographics

In reviewing the City's employee demographics for positions covered in the Study, the tenure of the organization ranges from new hire to 28 years. The overall tenure average of the employees is 10.15 years. The national average in the public sector is currently 6.9 years (*Local Government-Bureau of Labor Statistics, September 2022*), showing the City of Lansing is higher than the average in overall tenure. In order to have a full picture of the City, one needs to explore these demographics further. These findings are found in the following Figures.

Figure 6: Employee Demographics by Age Group

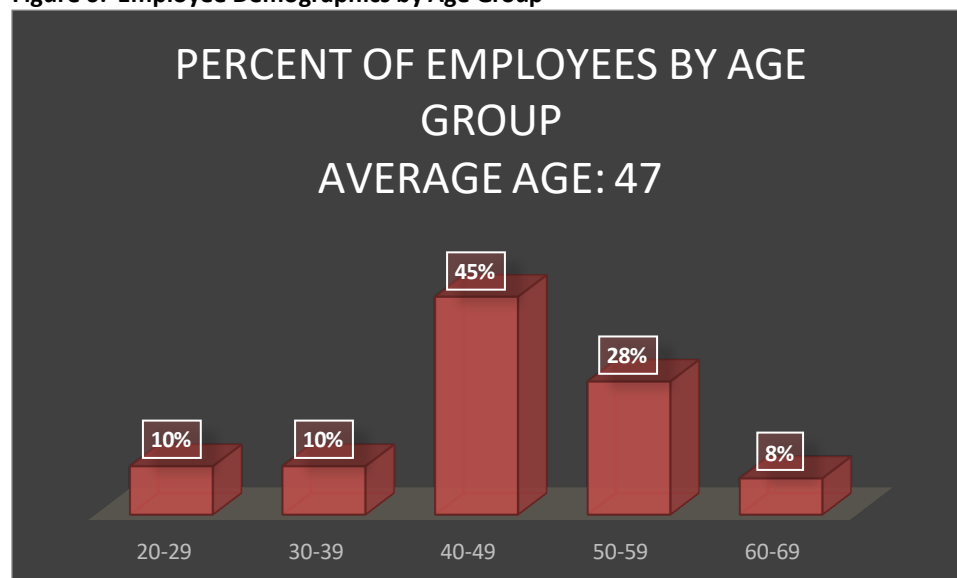
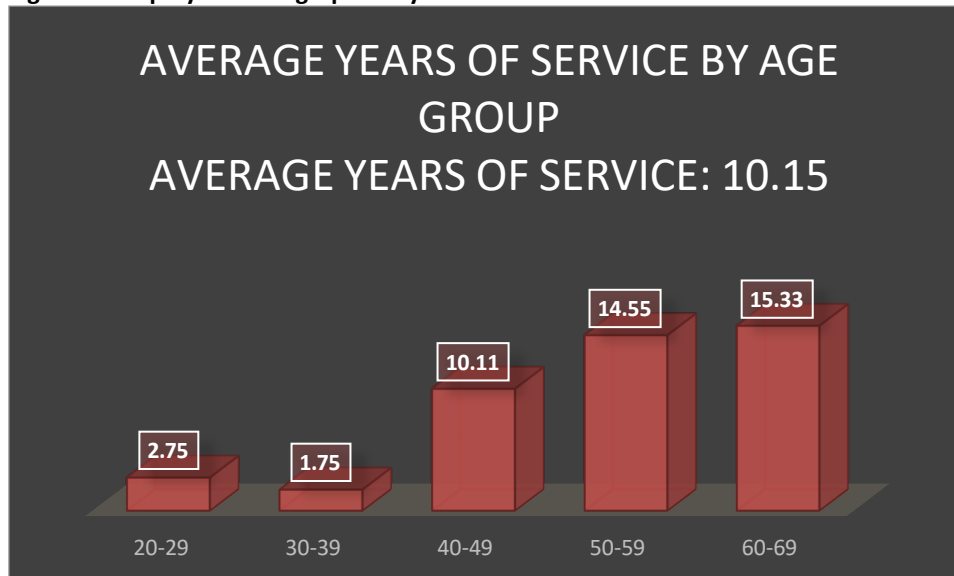


Figure 7: Employee Demographics by Years of Service



The above Figures show those in age groups 50 and over have the longest tenure of the organization and represent nearly 35% of all employees. This group has the ability to retire, and when they do, the average tenure of the organization is likely going to decrease, as the tenure of this group is boosting the current average tenure.

Another finding is that the City's demographics illustrate 20% of the workforce is under the age of 40, and this is likely the cross-section of employees who are seen as more mobile in today's workforce, focus heavily on work/life balance, consider non-compensatory benefits for the purposes of retention, and change jobs quickly because it results in earning higher wages as opposed to remaining with one organization for a longer period of time.

The City is recommended to monitor its demographics periodically to properly respond to shifts within the organization as needed. Although the Consultants acknowledge compensation is not the only reason for unwanted turnover, it is a consideration of the overall picture.

Top Motivators for Employee Retention

With an increasing unemployment rate and the effects of the pandemic, strategies for recruitment and retention have changed. The usual methods of attracting job seekers and/or retaining employees are no longer applicable in today's market. In addition, job seekers are more likely to leave for better opportunities than in the past.

According to the NEOGOV 2021 Job Seekers Report, job motivators for the age group 18-34 are job security, meaningful work, advancement opportunities and work/life balance. Forty-eight percent of respondents mentioned higher salary as the top reason for pursuing a new job, while twenty-eight percent of respondents mentioned the difference in public versus private sector salaries and benefits. In addition, respondents pointed out that the private sector, especially during the past year,

responded quicker to the changing needs of the new workforce. Other areas that are critical to recruitment and retention are:

- Job skill improvement
- An organization that shares “my” values
- Job that allows working remotely
- Flexible work hours

The pandemic illustrated that there are a variety of ways to conduct business, and while not all jobs have the ability to work from home, many do. These options need to be pursued to meet the needs of the new workforce. In addition to work at home, the City has the opportunity to provide flexible work schedules for those positions that cannot work from home; e.g., working a four-day, 10-hour schedule.

Since work-life balance is one of the reasons to apply for positions, the City of Lansing should evaluate its time-off policies, and if needed, update these policies to provide more flexibility to the worker. In a recent survey conducted by the City, work-life balance ranked 4th as a reason to apply for a position, after pay, insurance, and retirement benefits.

The City needs to continue trying non-traditional forms of compensation such as greater tuition reimbursement, assistance in paying off student loans, and developing personalized benefits. “While public sector jobs may always lack the ability to compete on salary, government agencies can outdo the private sector by spotlighting their most desirable factors: providing job security, the ability to do meaningful work, and offering attractive benefit packages” (NEOGOV 2021). Unlike most public organizations, the City should be commended on the number of ways it already rewards employees, which increases retention. These have included a sign-on bonus, an inflation bonus, adding sworn personnel to the deferred compensation program, and time in service awards. Unfortunately, in this labor market, there is no one-size-fits-all approach and customization of options to meet all age groups will be needed.

Compensation Philosophy

A compensation philosophy is an organization’s financial commitment to how it values its employees. The goal of this philosophy is to attract, retain, and motivate qualified people. A consistent philosophy provides a strong foundation in determining the type of total compensation package to offer employees.

There are foundational aspects of compensation to assist with the development of a compensation philosophy to ensure the goals of compensation align with the goals of the organization. First, there are basic questions to consider:

1. What is considered a fair wage?

2. Are wages too high for the financial health of the organization?
3. Does the compensation system reflect the value of positions within the organization?
4. Is the compensation strong enough to retain employees?
5. Is there currently a defined compensation philosophy?
6. If so, is the compensation philosophy keeping in line with labor market change, industry change, and organizational change?

After conversations with elected officials, the City has decided to have a compensation philosophy that pays at the 50th percentile. This philosophy sets the tone of the City's commitment to hire and retain the best qualified individuals to provide services to the Lansing community.

Recommended Salary Schedule

The recommended 2022 compensation system continues to be a range system, provided in Appendix A. There are 21 pay grades with a 10% range between the minimum and market point called the position point. The total spread from minimum to maximum is 35%, and there is 4% to 12% between pay grades. The schedule has been developed around the market rate (position point) of the schedule, which is set at average market. The schedule does have some overlap in ranks in some occupations, which is common. The recommended salary schedule, however, will help minimize compression and allow for growth of positions in the future.

For administrative purposes, three (3) ranges have been identified:

1. Hiring range (minimum to position point): With assistance from Finance Director, a candidate – with previous experience – can be hired within the minimum to the position point,
2. Market range (position point to 3rd quartile): Employees with four (4) to seven (7) years of service should be within the position point to the third quartile, and
3. Above market range (3rd quartile to maximum): Employees with eight (8) or more years of service should be within the third quartile and the maximum.

The quartile amounts are benchmarks for the organization to strive to achieve. Thus, an annual evaluation of range penetration should be accomplished to see if employees are moving through the salary range. The goal is to have employees with acceptable performance around the position point within five (5) years of service.

At this time, there is also one (1) pay range for part-time, seasonal personnel. The ranges are based on current economic trends in salaries in the private sector. Rather than receiving a

percentage increase, a flat dollar amount should be considered for employees who return subsequent year.

Position Placement

Placement in the respective salary schedule is based upon several criteria:

- Position Questionnaire
- Market analysis
- Compression analysis
- Internal equity

After considering these criteria, placement of some positions on the salary schedule have changed, with some positions now being placed in lower or higher pay grades than on the previous schedule. However, this is not an indication that any given position is more or less important. Similarly, this is not a “reclassification” process, where a position is being evaluated on changes in responsibility, authority, or decision-making that may place the position in a higher or lower pay grade, etc. This process is a complete reset of the compensation system. This is sometimes difficult for employees because they look only at where their position is placed on the schedule and compare themselves to positions that have been placed higher. When this occurs, employees begin to compare their perception of the value of positions within the organization, and do not know, or disregard, all the factors the Consultants considered when placing all the positions in the schedule.

Position Title Recommendations

In the proposal, the City requested a compensation and classification study. This involves not only integrating the external market into position placement but also aligning job titles for either internal equity or to reference a more common job title. These recommended titles, for the most part, are reflected in the updated salary schedule.

Employee Placement

In the implementation year, employees below the minimum of the designated salary range will be placed at the minimum. This placement does not take into account years of service within the position.

In the second year, and if needed, in the third year as well, the City can work on in-range compression. This occurs when longer tenured employees are lower in the range and close to less tenured or new employees. Moving employees within the range and closer in alignment with their years of service in the position (assuming acceptable performance) frees up the hiring range of the salary schedule and allows the City to hire experienced personnel.

General Operational Guidelines

Maintenance of Salary Schedule

It is important for the City of to have a standardized procedure to adjust the salary schedule for consistency and for budgetary forecasting. It is the Consultants' recommendation that on a set date each year (January 1 is recommended), the salary schedule be increased by the national Consumer Price Index – Urban (CPI -U) percentage or by a local economic indicator. For example, since budgeting is done at approximately the same time each year, the City of should establish a specific month in which to capture the average of the previous 12 months of the selected economic indicator for a recommended adjustment. The City will still maintain control if conditions and finances fluctuate in a specific year. It is recommended the adjustment to the salary schedule be done on a different date than the date of the salary increases, so employees understand there are two (2) separate adjustments per year.

Salary Schedule Adjustments

The salary schedule should be adjusted annually for economic reasons. Without maintaining the salary schedule, it will fall below the market and the City of will end up having to pay to get it updated. Annual salary schedule adjustments will keep a competitive, fair, and fiscally sound salary schedule. It is important the City also budget dollars for increases to the overall schedule each year. There may be years when the economy cannot support such increases; however, that should be the exception, not the norm. It is recommended that salary range adjustments occur in January. Employees should receive this cost-of-living increase.

Annual Performance Adjustments

The salary schedule is based on a premise of annual salary adjustments. Each year employees can receive the salary increase set by City Administration through the performance evaluation process. The Consultants recommend the performance increases occur in the first pay period of July.

As the City works on its performance-based pay program, the January increase can be based upon the metrics designed within this program.

Benefits

In addition to compensation, the City asked that a comparison of major benefits be completed. The following is a summary of how the City is fairing in the market and future opportunities.

Health Insurance

Plan Design Overview

The City offers three (3) health plan designs. The health plan is summarized as follows:

Table 2: Health Plan Summary

Plan Description	Deductible Amounts	Out of Pocket Maximums	Employee Contribution (S/F) Per Pay Period (24)
HSA Base Plan	\$5,000/\$10,000	\$5,000/\$10,000	\$33.14 / \$115.17
Buy Up Option 1	\$3,000/\$6,000	\$10,000/\$20,000	\$62.98 / \$218.87
Buy Up Option 2	\$3,000/\$6,000	\$5,000/\$10,000	\$84.38 / \$293.21

Many of the comparables also offer multiple plan design options with differing deductible/out-of-pocket maximums to allow employees the opportunity to select from the coverage that best matches their personal situation.

Premiums

It is extremely difficult to compare health insurance, as the number of plans and the plan designs are significantly different among organizations. What can be compared is the amount the employee contributes toward the cost of that insurance. As the City is aware, the cost of health insurance is a large budget item for any organization. Health insurance is also often the single largest benefit looked at by potential new hires, so a review of employee contributions to this benefit is imperative for offering a comprehensive benefit package.

The Consultants compared the City of Lansing 2022 health plan with the comparable organizations' health plans for a more accurate reflection of insurance in this geographical region. The following are the results from comparable entities that provided benefit data, broken down into single and family coverage. Wellness incentives and HSA/HRA deposits are excluded.

Table 3: Single Plan Premium Comparison

Comparable	Health Plan Description	Single Monthly Premium	Single Annual Premium
Gardner	HDHP	\$0.00	\$0.00
Spring Hill	1200 Platinum PPO	\$0.00	\$0.00
Smithville	5000 QHDHP AE38	\$0.00	\$0.00
Bonner Springs	CF-1500	\$0.00	\$0.00
Spring Hill	2750 Silver PPO	\$0.00	\$0.00
Spring Hill	750 Gold PPO	\$0.00	\$0.00
Spring Hill	3750 Silver HSA	\$0.00	\$0.00
Smithville	2800 QHDHP BTKN	\$37.73	\$452.76
Olathe	Cigna	\$59.00	\$708.00
Bonner Springs	OAP 2500	\$63.22	\$758.64
Lansing	HSA Base Plan	\$66.28	\$795.36
Smithville	5000 PPO BW9H	\$70.93	\$851.16
Smithville	2000 PPO BLXF	\$83.84	\$1,006.08
Ottawa	Option 2 QHDHP PPO \$3000 Deductible	\$98.18	\$1,178.16

Comparable	Health Plan Description	Single Monthly Premium	Single Annual Premium
Ottawa	Option 1 \$1500 Deductible	\$98.98	\$1,187.76
Olathe	Cigna	\$117.00	\$1,404.00
Lansing	Buy Up Option 1	\$125.96	\$1,511.52
Bonner Springs	INO 500	\$127.22	\$1,526.64
Gardner	PPO1	\$136.11	\$1,633.32
Gardner	PPO2	\$145.12	\$1,741.44
Gardner	PPO3	\$147.37	\$1,768.44
Lansing	Buy Up Option 2	\$168.76	\$2,025.12

Table 4: Family Plan Premium Comparison

Comparable	Health Plan Description	Family Monthly Premium	Family Annual Premium
Spring Hill	2750 Silver PPO	\$0.00	\$0.00
Spring Hill	1200 Platinum PPO	\$0.00	\$0.00
Spring Hill	3750 Silver HSA	\$0.00	\$0.00
Spring Hill	750 Gold PPO	\$0.00	\$0.00
Smithville	5000 QHDHP AE38	\$229.46	\$2,753.52
Lansing	HSA Base Plan	\$230.34	\$2,764.08
Bonner Springs	CF-1500	\$262.80	\$3,153.60
Gardner	HDHP	\$287.54	\$3,450.48
Bonner Springs	INO 500	\$291.76	\$3,501.12
Smithville	2800 QHDHP BTKN	\$297.99	\$3,575.88
Smithville	5000 PPO BW9H	\$342.66	\$4,111.92
Smithville	2000 PPO BLXF	\$360.66	\$4,327.92
Gardner	PPO1	\$374.31	\$4,491.72
Gardner	PPO2	\$399.07	\$4,788.84
Olathe	Cigna	\$400.00	\$4,800.00
Gardner	PPO3	\$405.29	\$4,863.48
Lansing	Buy Up Option 1	\$437.74	\$5,252.88
Bonner Springs	OAP 2500	\$457.52	\$5,490.24
Ottawa	Option 2 QHDHP PPO \$3000 Deductible	\$491.24	\$5,894.88
Ottawa	Option 1 \$1500 Deductible	\$512.22	\$6,146.64
Olathe	Cigna	\$546.00	\$6,552.00
Lansing	Buy Up Option 2	\$586.42	\$7,037.04

The comparison places the City of Lansing in the upper half of the comparables for both the employee single and family coverage. The Buy Up Options do not fare as well as the HSA Base Option, but it is understood these buy up options are intended to level out the employee deductible and out of pocket costs by adding co-pays.

Because premiums and deductibles are varied in the region, when considering the cost of the monthly premium plus the deductible, this is a truer look at the expected employee cost. This calculation shows the City's true position in the market, based on expected annual risk to an employee, which is calculated as premium plus in-network deductible amounts. The results are shown in the Tables below. Organizations that did not provide deductible amounts are excluded.

Table 5: Single Plan Comparable Review

Comparable	Health Plan Description	Single Annual Premium	In Network Deductible	Expected Annual Risk to Employee
Bonner Springs	CF-1500	\$0.00	\$500.00	\$500.00
Spring Hill	750 Gold PPO	\$0.00	\$750.00	\$750.00
Spring Hill	1200 Platinum PPO	\$0.00	\$1,200.00	\$1,200.00
Gardner	HDHP	\$0.00	\$1,500.00	\$1,500.00
Olathe	Cigna	\$708.00	\$800.00	\$1,508.00
Gardner	PPO2	\$1,741.44	\$250.00	\$1,991.44
Gardner	PPO3	\$1,768.44	\$250.00	\$2,018.44
Gardner	PPO1	\$1,633.32	\$750.00	\$2,383.32
Ottawa	Option 2 QHDHP PPO \$3000 Deductible	\$1,178.16	\$1,500.00	\$2,678.16
Spring Hill	2750 Silver PPO	\$0.00	\$2,750.00	\$2,750.00
Olathe	Cigna	\$1,404.00	\$1,500.00	\$2,904.00
Smithville	2000 PPO BLXF	\$1,006.08	\$2,000.00	\$3,006.08
Bonner Springs	INO 500	\$1,526.64	\$1,500.00	\$3,026.64
Smithville	2800 QHDHP BTKN	\$452.76	\$2,800.00	\$3,252.76
Bonner Springs	OAP 2500	\$758.64	\$2,500.00	\$3,258.64
Lansing	HSA Base Plan	\$795.36	\$3,000.00	\$3,795.36
Ottawa	Option 1 \$1500 Deductible	\$1,187.76	\$3,000.00	\$4,187.76
Smithville	5000 QHDHP AE38	\$0.00	\$5,000.00	\$5,000.00
Spring Hill	3750 Silver HSA	\$0.00	\$5,500.00	\$5,500.00
Smithville	5000 PPO BW9H	\$851.16	\$5,000.00	\$5,851.16
Lansing	Buy Up Option 2	\$2,025.12	\$5,000.00	\$7,025.12
Lansing	Buy Up Option 1	\$9,069.12	\$3,000.00	\$12,069.12

Table 6: Family Plan Comparable Review

Comparable	Health Plan Description	Family Annual Premium	In Network Deductible	Expected Annual Risk to Employee
Spring Hill	750 Gold PPO	\$0.00	\$1,500.00	\$1,500.00
Spring Hill	1200 Platinum PPO	\$0.00	\$2,400.00	\$2,400.00
Spring Hill	2750 Silver PPO	\$0.00	\$3,750.00	\$3,750.00
Bonner Springs	CF-1500	\$3,153.60	\$1,500.00	\$4,653.60

Gardner	PPO2	\$4,788.84	\$500.00	\$	Agenda Item 2.
Gardner	PPO3	\$4,863.48	\$500.00	\$5,363.48	
Gardner	PPO1	\$4,491.72	\$1,500.00	\$5,991.72	
Olathe	Cigna	\$4,800.00	\$1,600.00	\$6,400.00	
Gardner	HDHP	\$3,450.48	\$3,000.00	\$6,450.48	
Spring Hill	3750 Silver HSA	\$0.00	\$7,500.00	\$7,500.00	
Smithville	2000 PPO BLXF	\$4,327.92	\$4,000.00	\$8,327.92	
Bonner Springs	OAP 2500	\$5,490.24	\$3,000.00	\$8,490.24	
Bonner Springs	INO 500	\$3,501.12	\$5,000.00	\$8,501.12	
Ottawa	Option 2 QHDHP PPO \$3000 Deductible	\$5,894.88	\$3,000.00	\$8,894.88	
Smithville	2800 QHDHP BTKN	\$3,575.88	\$5,600.00	\$9,175.88	
Olathe	Cigna	\$6,552.00	\$3,000.00	\$9,552.00	
Lansing	Buy Up Option 1	\$5,252.88	\$6,000.00	\$11,252.88	
Ottawa	Option 1 \$1500 Deductible	\$6,146.64	\$6,000.00	\$12,146.64	
Smithville	5000 QHDHP AE38	\$2,753.52	\$10,000.00	\$12,753.52	
Lansing	HSA Base Plan	\$2,763.60	\$10,000.00	\$12,763.60	
Lansing	Buy Up Option 2	\$7,037.04	\$6,000.00	\$13,037.04	
Smithville	5000 PPO BW9H	\$4,111.92	\$10,000.00	\$14,111.92	

Looking at the deductible amount with premium costs, the City does not fare as well comparatively to the market in both the single and family expected financial risk to the employee.

Maximum Employee Cost

The following tables show that experiencing a major medical event that exceeds the deductible costs will have a lower financial risk on Lansing's plan than many other comparables, if on the HSA Base Plan, when considering the maximum out of pocket expenses. With that said, there are more competitive plans in the comparable market. The results are shown in the Tables below. Organizations that did not provide out of pocket maximum amounts are excluded.

Table 7: Single Plan Maximum Risk Comparative Review

Comparable	Health Plan Description	Single Annual Premium	In Network Out of Pocket Maximum	Maximum Annual Risk to Employee
Bonner Springs	CF-1500	\$0.00	\$6,850.00	\$6,850.00
Gardner	HDHP	\$0.00	\$3,000.00	\$3,000.00
Olathe	Cigna	\$708.00	\$2,300.00	\$3,008.00
Bonner Springs	OAP 2500	\$758.64	\$3,000.00	\$3,758.64
Ottawa	Option 2 QHDHP PPO \$3000 Deductible	\$1,178.16	\$3,000.00	\$4,178.16
Ottawa	Option 1 \$1500 Deductible	\$1,187.76	\$3,000.00	\$4,187.76
Olathe	Cigna	\$1,404.00	\$3,000.00	\$4,404.00
Spring Hill	1200 Platinum PPO	\$0.00	\$4,500.00	\$4,500.00

Gardner	PPO2	\$1,741.44	\$3,000.00	\$4,741.44	Agenda Item 2.
Smithville	2800 QHDHP BTKN	\$452.76	\$5,600.00	\$6,052.76	
Smithville	5000 QHDHP AE38	\$0.00	\$6,350.00	\$6,350.00	
Bonner Springs	INO 500	\$1,526.64	\$5,000.00	\$6,526.64	
Lansing	HSA Base Plan	\$795.36	\$6,350.00	\$7,145.36	
Smithville	5000 PPO BW9H	\$851.16	\$6,500.00	\$7,351.16	
Smithville	2000 PPO BLXF	\$1,006.08	\$6,350.00	\$7,356.08	
Lansing	Buy Up Option 2	\$2,025.12	\$6,000.00	\$8,025.12	
Gardner	PPO1	\$1,633.32	\$6,500.00	\$8,133.32	
Spring Hill	2750 Silver PPO	\$0.00	\$8,250.00	\$8,250.00	
Gardner	PPO3	\$1,768.44	\$6,500.00	\$8,268.44	
Spring Hill	750 Gold PPO	\$0.00	\$8,700.00	\$8,700.00	
Lansing	Buy Up Option 1	\$9,069.12	\$6,500.00	\$15,569.12	
Spring Hill	3750 Silver HSA	\$0.00	\$16,500.00	\$16,500.00	

Table 8: Family Plan Maximum Risk Comparative Review

Comparable	Health Plan Description	Single Annual Premium	In Network Out of Pocket Maximum	Maximum Annual Risk to Employee
Bonner Springs	CF-1500	\$0.00	\$6,850.00	\$6,850.00
Gardner	HDHP	\$0.00	\$3,000.00	\$3,000.00
Olathe	Cigna	\$708.00	\$2,300.00	\$3,008.00
Bonner Springs	OAP 2500	\$758.64	\$3,000.00	\$3,758.64
Ottawa	Option 2 QHDHP PPO \$3000 Deductible	\$1,178.16	\$3,000.00	\$4,178.16
Ottawa	Option 1 \$1500 Deductible	\$1,187.76	\$3,000.00	\$4,187.76
Olathe	Cigna	\$1,404.00	\$3,000.00	\$4,404.00
Spring Hill	1200 Platinum PPO	\$0.00	\$4,500.00	\$4,500.00
Gardner	PPO2	\$1,741.44	\$3,000.00	\$4,741.44
Smithville	2800 QHDHP BTKN	\$452.76	\$5,600.00	\$6,052.76
Smithville	5000 QHDHP AE38	\$0.00	\$6,350.00	\$6,350.00
Bonner Springs	INO 500	\$1,526.64	\$5,000.00	\$6,526.64
Lansing	HSA Base Plan	\$795.36	\$6,350.00	\$7,145.36
Smithville	5000 PPO BW9H	\$851.16	\$6,500.00	\$7,351.16
Smithville	2000 PPO BLXF	\$1,006.08	\$6,350.00	\$7,356.08
Lansing	Buy Up Option 2	\$2,025.12	\$6,000.00	\$8,025.12
Gardner	PPO1	\$1,633.32	\$6,500.00	\$8,133.32

Comparable	Health Plan Description	Single Annual Premium	In Network Out of Pocket Maximum	Maximum Annual Risk to Employee
Spring Hill	2750 Silver PPO	\$0.00	\$8,250.00	\$8,250.00
Gardner	PPO3	\$1,768.44	\$6,500.00	\$8,268.44
Spring Hill	750 Gold PPO	\$0.00	\$8,700.00	\$8,700.00
Lansing	Buy Up Option 1	\$9,069.12	\$6,500.00	\$15,569.12
Spring Hill	3750 Silver HSA	\$0.00	\$16,500.00	\$16,500.00

Although premiums are initially looked at for comparative purposes, that dollar amount is not the full picture, as the above tables show. With that said, the Consultants would like to point out that the HSA Base Plan appears to be the best value to employees.

Holidays

The City offers 12 holidays (two are ½ days), with one personal day. The comparables offer between 9 – 12 holidays, and 0-3 floating or personal days. Five of the 15 comps have Juneteenth as a designated holiday, although several did not specify the exact holidays provided. The Personal Day allows employees to request paid time off when the City does not observe a federal holiday, or for individual religious holiday or traditional practices that do not align with the City's observed holiday schedule, so the City is commended for offering this. The current holiday schedule is competitive with the external market.

Juneteenth has been a holiday recently added at the federal level. Of the eight (8) comparables that provided their actual holidays, five (5) have added Juneteenth to their holiday schedule. Consideration should be given to adding this holiday.

Vacation

The City offers vacation to employees with four (4) levels, starting with 80 hours (10 days) per year and reaching the maximum accrual of 168 hours (21 days) at 10 years of service. Most of the comparables provide 10 days during the first year of service, with some offering 12, 13 or 18 days during the same time period. The maximum number of days ranges from 20 – 30 days, with half the respondents at 25 days or above, which is occurring between the 15th-20th year of employment.

Because time off and work/life balance is a major component of today's Total Compensation package due to the shifting values in the workforce, the City may wish to consider increasing the amount of vacation by creating a fifth level of vacation accrual, for 25 days, at 15 years of service.

Sick Leave

The City offers an accrual per pay period which increases to 96 hours per year. There is a maximum accrual of 528 hours. At that time, accrual of additional sick leave ceases. The comps provide similar sick leave accruals from 96-120 hours per year, with most at 96 hours. Maximums range from 480 hours to unlimited sick leave accruals. No recommendations to change sick leave is recommended.

Appendix A: Recommended Salary Schedule

New PG	Proposed Title	Department	2022 Min	2022 PP	2022 Max
			\$15.00	\$16.50	\$20.25
A	Concession Stand Operator	Parks & Recreation			
A	Facility Monitor	Parks & Recreation			
A	Football Field Supervisor	Parks & Recreation			
A	Parks Laborer	Parks & Recreation			
			\$15.75	\$17.33	\$21.26
B	Library Tech	Library			
B	Library Tech	Library			
			\$17.00	\$18.70	\$22.95
			\$35,360	\$38,896	\$47,736
C	Facility Maintenance Tech	Park & Rec			
C	Public Works Maintenance Tech	Public Works			
			\$18.36	\$20.20	\$24.79
			\$38,189	\$42,008	\$51,555
D	Administrative Assistant	CED			
D	Administrative Assistant	Parks & Rec			
D	Assistant City Clerk	City Clerk/HR			
D	Assistant Municipal Court Clerk	Finance			
D	Event & Marketing Coordinator	CED			
D	Utility Billing Clerk	Finance			
D	Wastewater Tech I	Wastewater			
			\$19.83	\$21.81	\$26.77
			\$41,244	\$45,368	\$55,679
E	Animal Control Officer	Police			
E	Police Records Technician	Police			
E	Facility Maintenance Specialist	Park & Rec			
E	Facility Maintenance Specialist	City Clerk/HR			
E	Public Works Maintenance Specialist	Public Works			
			\$21.42	\$23.56	\$28.91
			\$44,543	\$48,998	\$60,134
F	Building Inspector I	CED			
F	Code Enforcement Officer	CED			
F	Wastewater Tech II	Wastewater			
			\$22.27	\$24.50	\$30.07
			\$46,325	\$50,958	\$62,539
G	Police Officer	Police			
G	Public Works Maintenance Foreman	Public Works			
			\$23.13	\$25.44	\$31.22
			\$48,107	\$52,918	\$64,944
H	Accountant Specialist	Finance			
H	Municipal Court	Finance			
H	Police Officer II/Detective	Police			
H	Recreation Programmer	Park & Rec			

			\$24.98	\$27.48	\$33.72
			\$51,955	\$57,151	\$70,140
I	Building Inspector II	CED			
I	Chief Maintenance Tech	Wastewater			
I	Chief Plant Operator	Wastewater			
I	Engineering Tech	Public Works			
I	Librarian	Library			
			\$26.98	\$29.67	\$36.42
			\$56,112	\$61,723	\$75,751
J	Public Information Officer	CED			
J	Sergeant	Police			
			\$30.21	\$33.24	\$40.79
			\$62,845	\$69,130	\$84,841
K	No Position				
			\$33.24	\$36.56	\$44.87
			\$69,130	\$76,043	\$93,325
L	Lieutenant	Police			
L	Park & Recreation Superintendent	Park & Rec			
L	Street Superintendent	Public Works			
L	Wastewater Utility Superintendent	Wastewater			
			\$34.90	\$38.39	\$47.11
			\$72,586	\$79,845	\$97,992
M	City Clerk	City Clerk			
M	Library Director	Library			
			\$37.69	\$41.46	\$50.88
			\$78,393	\$86,233	\$105,831
N	No Position				
			\$40.70	\$44.77	\$54.95
			\$84,665	\$93,131	\$114,297
O	Administrative Services Director	Finance			
O	Community & Economic Development Director	CED			
			\$43.96	\$48.36	\$59.35
P	Police Captain	Police Captain	\$91,438	\$100,582	\$123,441
P	Parks & Recreation Director	Park & Rec			
P	Public Works Director	Public Works			
P	Wastewater Utility Director	Wastewater			
			\$49.24	\$54.16	\$66.47
			\$102,410	\$112,651	\$138,254
Q	Police Chief	Police			



Compensation and Classification Study

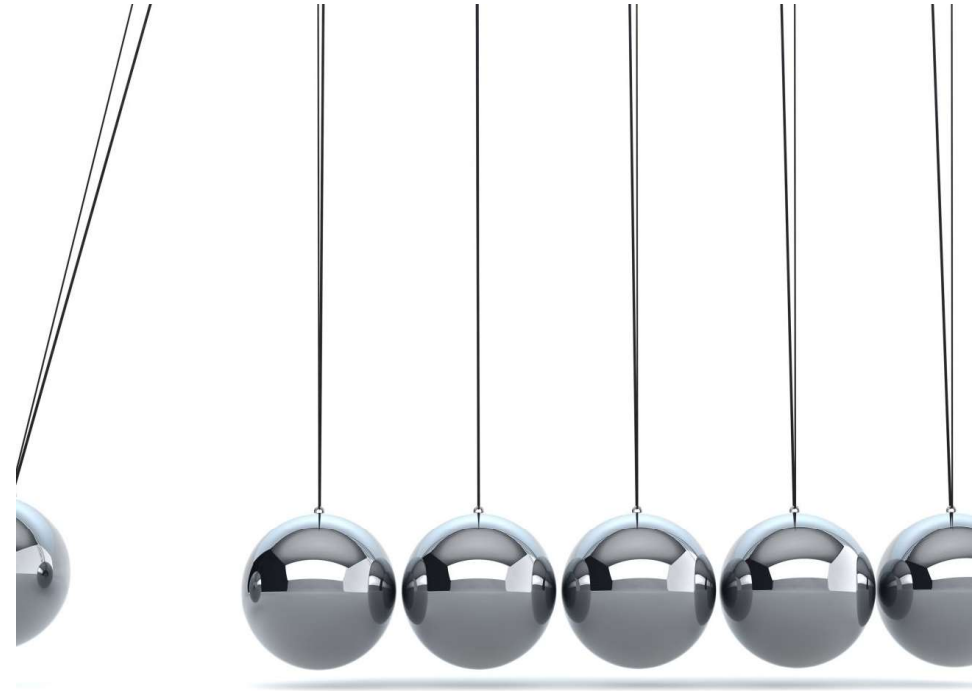
January 5, 2023



About Us

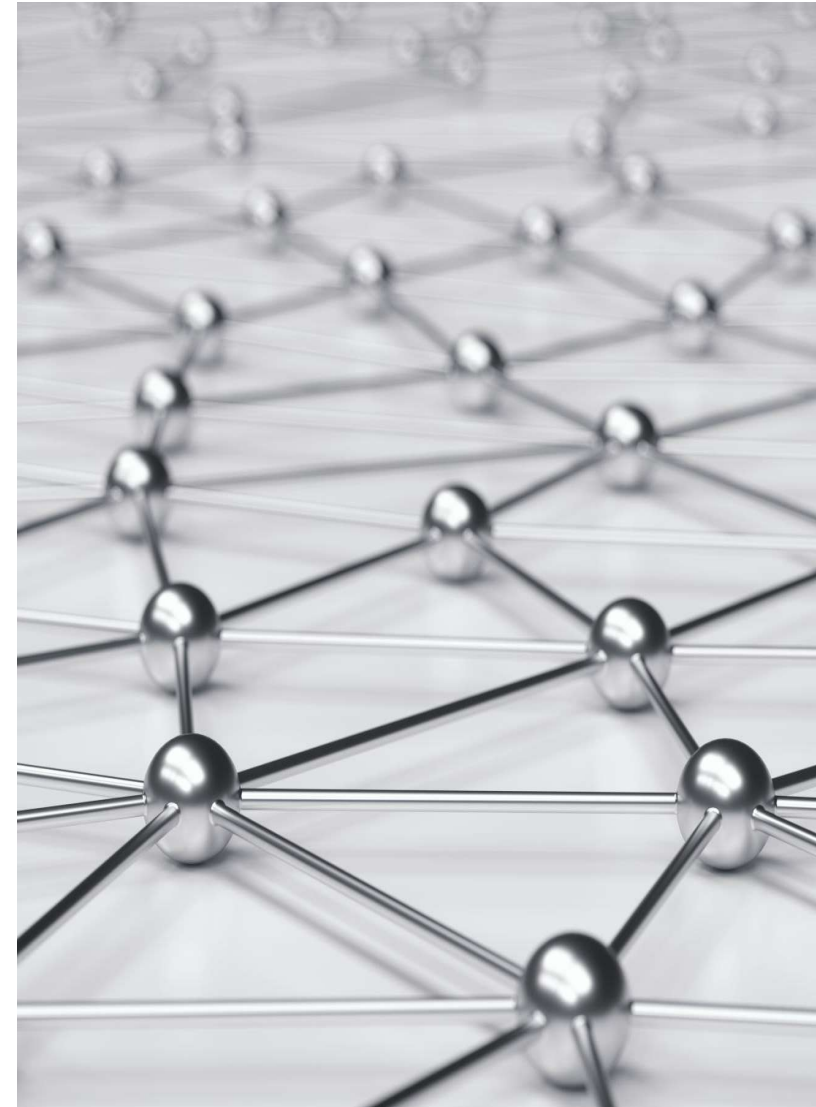
Celebrating 22Years

- McGrath Consulting Established in 2000
 - Sept 2012 – McGrath Human Resources Group
 - 500 Clients in 42 States Companywide
- Public Sector Consultants
 - Human Resources
 - Public Safety (Police, Fire, EMS, Dispatch)
- Specializing In
 - Compensation Studies
 - Performance Management
 - Development of Policies and Procedures/Handbooks



Study Objectives

- Confirm City's Compensation Philosophy
- Obtain external market data for benchmark positions
- Obtain information on current positions
- Consolidate the various compensation schedules
- Integrate data from external market, internal analysis to update the compensation system
- Assess the City's benefits in relation to the external market
- Provide a plan for on-going maintenance of the compensation system



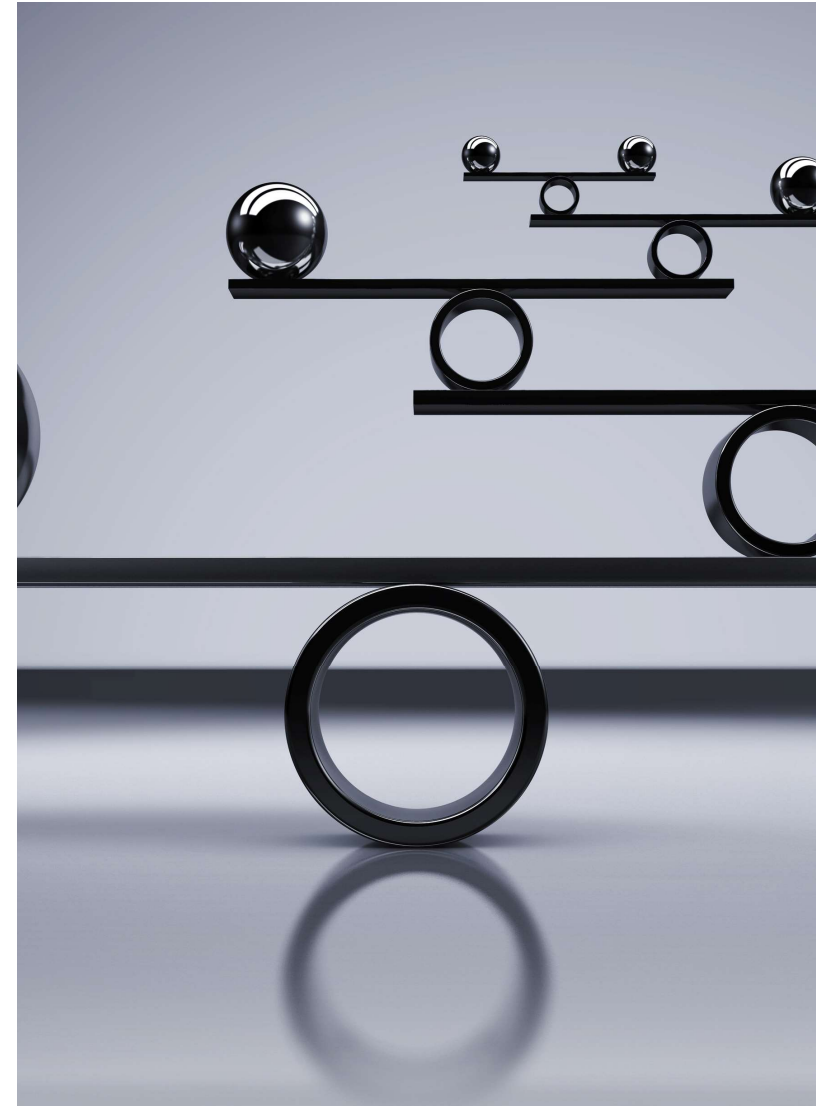
Methodology

- Interviews with City Administration, Finance/City Clerk, Department Heads and Managers.
- Review of data from current Compensation System, current job descriptions, and current policies.
- All positions requested to complete a Position Questionnaire (PQ). At least one (1) PQ was required per position.
- Solicited compensation data from 18 public organizations (Minimum, Midpoint, Maximum, and Incumbent Salary).



Public Comparable Organizations

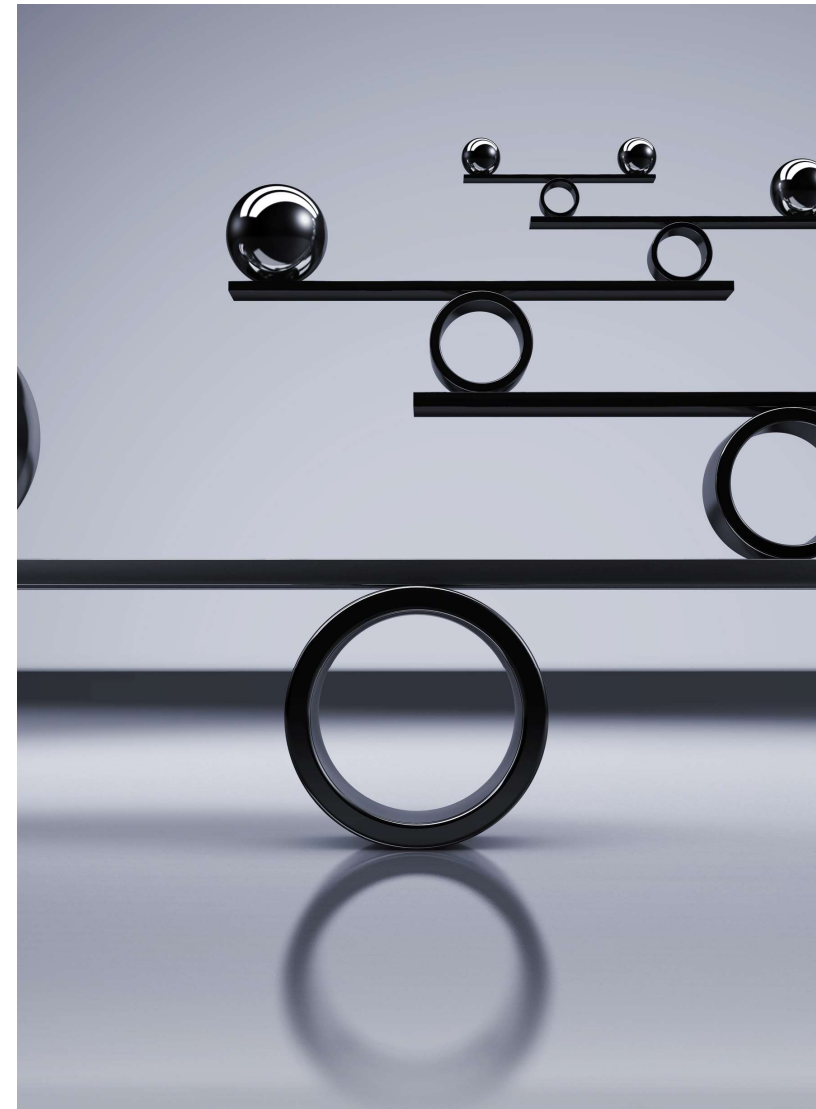
Comparables
City of Basehor, KS
City of Bonner Springs, KS
City of Edwardsville, KS
City of Excelsior Springs, MO
City of Gardner, KS
City of Grain Valley, MO
City of Harrisonville, MO
City of Kearney, MO
City of Leavenworth , KS
City of Ottawa, KS
City of Pleasant Hill, MO
City of Smithville, MO
City of Spring Hill, KS
City of Tonganoxie, KS
Johnson County -Waste Water
KS State Library Website
Leavenworth County, KS
NE KS Library System website



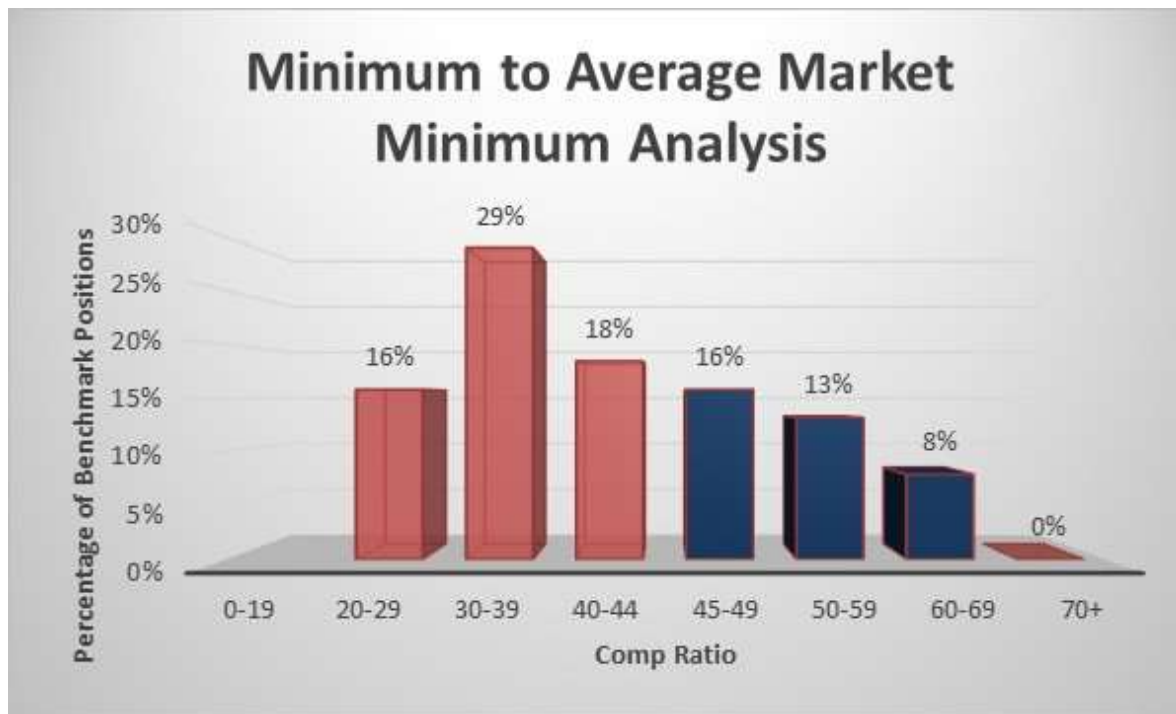
Market Analysis

Comp Ratio

- A comparison of the City's Salary Range and/or salaries to the “Market”
- Average Market Rate: 50%
- Acceptable Comp Ratio Range: 45%* - 60%



Minimum Rate Analysis



May not result in 100% due to rounding

67% under Market

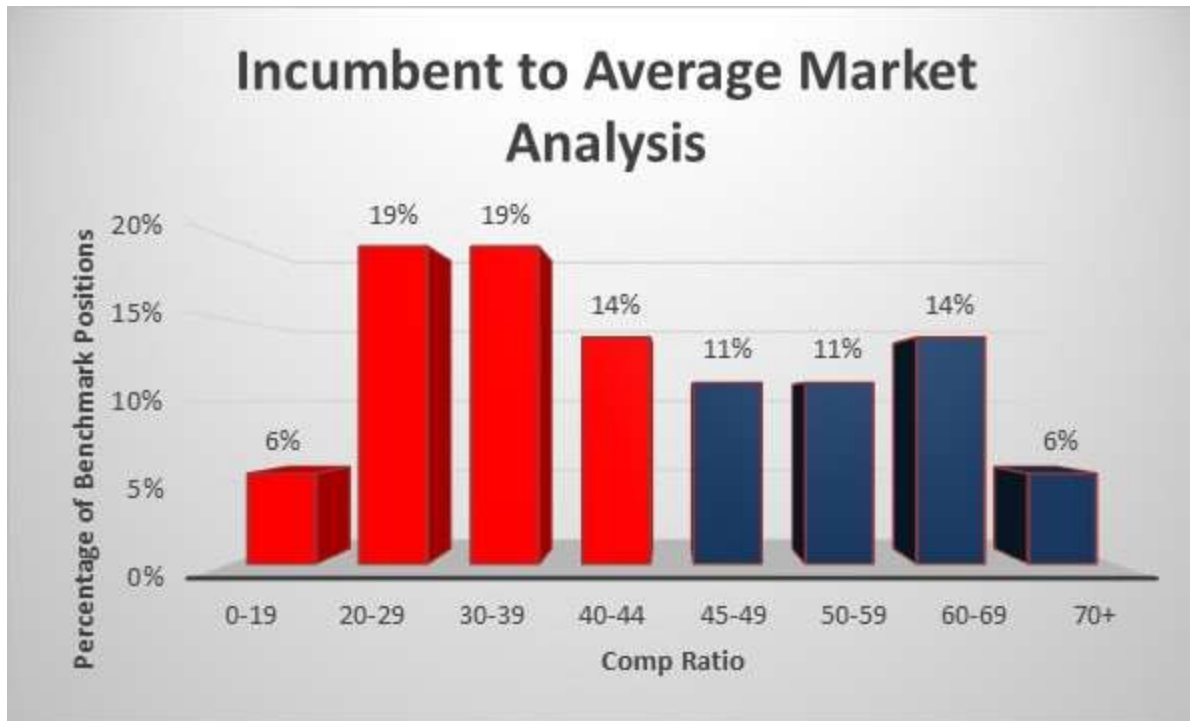
37% aligned with Market

City is often hiring above minimum and so are comps

May not be reflective of the market

Incumbent Analysis

Is most reflective of the City to current market



May not result in 100% due to rounding

58% under Market

42% aligned with Market

Tenure and frequency of salary adjustments impacts these findings

Identified Issues

Salary Structure

- Salary Structure competitive with the market
- Market rate is not known
- Percentage added to the salary schedule insufficient in these economic times

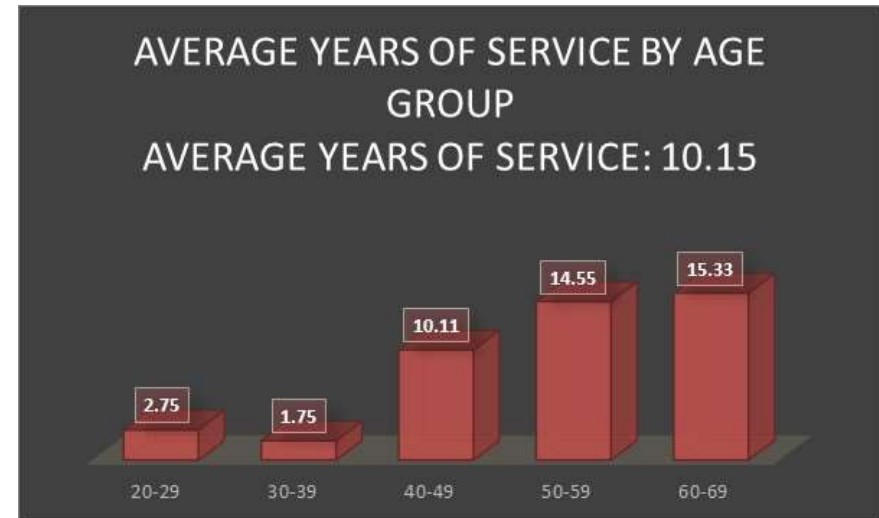
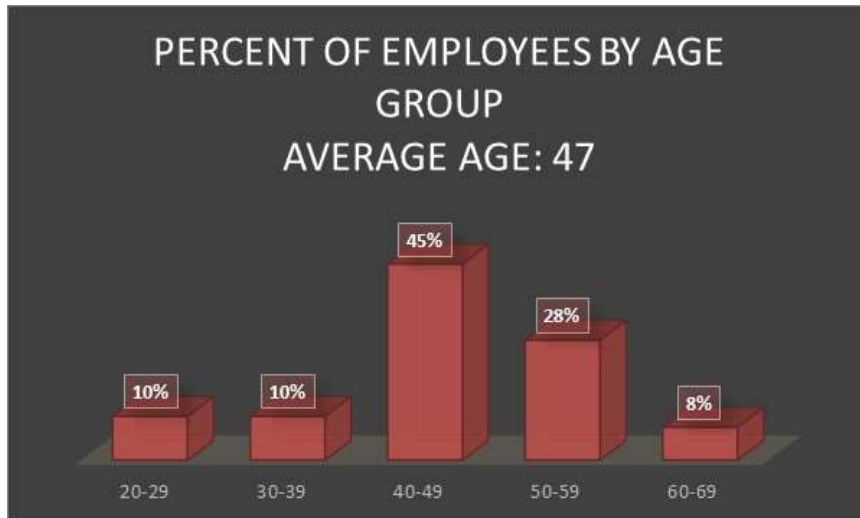
Recruitment Trends

- Decrease in national applicant volume by 37%
- Increase in government sector positions – 56%

Other Factors

- Geography
- Public Sector competition
- Great Resignation of 2021
- Need for New Recruitment/Retention Tactics
 - Higher pay
 - Flex Work Schedule/Work from home
 - A job with value

Employee Demographics



- Average years of service – 10.15 compared to the national average of 6.5 years
- 35% of workforce over 50 years of age
- 20% of the employees are under 40

Compensation Philosophy

An organization's commitment of compensation for its employees. The goal of a compensation philosophy (and practice) is to attract, retain, and motivate qualified people. A consistent philosophy sets the direction for determining the compensation package to offer employees and should align with the overall Mission of the organization.

- ❖ Lead the local market for competitive recruitment/retention by setting the ranges over average market. *Can the City afford to lead the market?*
- ❖ Meet the local market by aligning the ranges to the average market. *Most organizations strive for average.*
- ❖ Follow the local market by not reaching average. *This typically only happens for financial purposes, and fiscal resources will then be allocated to recruitment and turnover.*

Total Payout Cost + Recruitment Cost + Replacement Compensation/Benefit Cost + Training Cost.

Turnover Costs will typically calculate around 1.5 times the cost of the original position (up to two times the cost for sworn law enforcement), which is in addition to the impact to operations that can be felt to its constituents over time.

Organizations with limited financial resources should find balance with competitive salaries or the organization will be using its limited financial resources on turnover costs.

Recommended Salary Schedule

Average Market Compensation Philosophy Salary Range

- 16 Pay Grades
- PP = Position Point, Average Market rate
- Step 6 represents the average market rate
- Benchmarks built in the system to ensure employees move through the pay range

Note: Police not included in study. Placed on a pay range close to current range



Schedule + Annual Increase (example)

New Pay Grade	2022	Step 1				PP	Max
B		\$12.53				\$13.83	\$14.17
B		\$26,056.72				\$28,761.75	\$29,480.79

New Pay Grade	2023	Step 1				PP	Max
B		\$12.70	\$13.01			\$14.01	\$14.36
B		\$26,408.49	\$27,068.70			\$29,150.03	\$29,878.78

January 2024: Increase the entire grid – example 1.5%

July 2024: Step Increase (with acceptable performance)

Placement of Positions - Methodology

Utilization of several factors used to place positions:



2023 Implementation Recommendation

- Positions placed within appropriate Pay Grade.
- Employees placed at the minimum (if under)
 - No increases for those within the range
- Created in-range compression issues
 - Need plan to move some employees further within the salary range

2023 Implementation Recommendation

- 1 to 3 years of service - No increase except placement at minimum (if under)
 - 9 employees under minimum
 - Implementation cost - \$27,500
- 3 to 5 years of service – Place at midpoint between the minimum and midpoint of pay grade
 - 2 employees
 - Implementation cost - \$14,500
- 5+ years of service – Place at midpoint of pay grade
 - 13 employees
 - Implementation cost - \$90,000
- Total Implementation cost - \$132,000 (2023 Budget includes \$130,000 for implementation)

Use and Maintenance of the Salary Schedule

1. Salary Schedule Adjustments

- Annual adjustments based on predetermined economic indicator (COLA)
- Allows Schedule to maintain overall competitiveness with the Market

2. Annual EE Increase

- Annual adjustment (with adequate performance)

3. Market adjustment, if needed

- To ensure employee's move through the range

Periodic Review of the External Market (Every 3-5 years)

Benefits

Health Insurance

- Premiums do not place Lansing in the top half of the comps
- Utilize information with your insurance broker

Holidays

- Competitive – no recommendations for change

Vacation

- Work-life balance, consider adding to the vacation schedules

Sick Leave

- Competitive – no recommendation for change



Questions

AGENDA ITEM

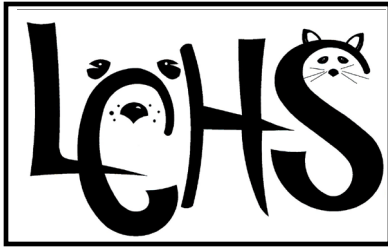
TO: Mayor McNeill, Lansing City Council
FROM: Tim Vandall, City Administrator
DATE: January 3, 2023
SUBJECT: Leavenworth County Humane Society

Explanation: The Leavenworth County Humane Society reached out to the City about financial challenges. After consultation with Mayor McNeill, we have encouraged them to attend a City Council meeting to brief the governing body on their situation.

Policy Consideration: N/A

Financial Consideration: This expense is not anticipated and therefore not budgeted. However, since we have struggled to fill the Animal Control Officer position for the last 12 months, funds normally allocated for that position could be used to offset this expense if the Council deems it appropriate.

Action: Approve, deny, or table the request for assistance from Leavenworth County Humane Society in the amount of \$____.



Leavenworth County Humane Society, Inc.
 100 W Gilman Road Lansing KS 66043
www.LCHSInc.org LvnCoHS@live.com
www.facebook.com/LvnCoHumane
 913-250-0506 KS Lic #CB001XWJ

January 2, 2023

Mayor Tony McNeill and the members of the Lansing City Council:

Thank you for considering this request for \$15,000 in grant funding to support the mission of Leavenworth County Humane Society.

A few months ago, I floated the smallest initial immature kernel of an idea to staff to see if there'd be any interest in the City purchasing the property at 100 W. Gilman Road. LCHS, Inc. could still run the shelter. That would alleviate a plethora of concerns on our end. Mortgage, insurance, maintenance and utility costs that are quite significant to us might be more easily managed if the building and grounds belonged to the City of Lansing.

Of course, that initiative would require extensive discussion and planning and programming, if the City would even be interested in the idea.

I am here this evening because a board member inquired about the City providing a grant to help LCHS, Inc. stay operational for the short term.

LCHS, Inc. has struggled financially over the past months. Like everyone else, we find that everything costs more than it did a year ago. Food, utilities, insurance, medications, preventatives, even paper towels, toilet tissue, dish soap, bleach and other cleaning supplies – everything costs more. Some of our bills are 2-3 times what they were each month in prior years. In 2021, our average monthly expense was \$18,223. In 2022, we're spending \$25,340 a month to care for the pets and keep the doors open.

Because we have plenty of pets to care for, payroll is a significant expense. We have some great volunteers, but I cannot ask volunteers to do what we ask employees to do, nor can they be held as accountable for meeting expectations. We're glad to have them, and some go above and beyond, but we very rarely now have a shift that does not have a staff member in charge.

We have a couple of employees who are on the autism spectrum. They only work 20 hours or so a week, and get paid just above minimum wage. It gives them the dignity of work, and they do contribute significantly to the operation, even if they require accommodation and direct supervision.

Others are paid at a more realistic rate based on their level of responsibility. We find that if we pay \$10 an hour, we get a \$10 per hour commitment. If we pay people a more reasonable wage, they stay longer and perform far better.

In the past, we had a relationship with a local veterinarian who offered us a generous discount for services. That discount is no longer available. We rely mostly on a volunteer veterinarian who is available when she can be at no charge to us. Dr. Kathy can do a lot, but we do not have a clinic by any stretch of the imagination. That means that when we need many services, we have to pay the going rate at a local clinic, when we can get in.

We have a partnership with Kansas State University, College of Veterinary Medicine, for spay/neuter surgeries. We travel to Manhattan every 4-6 weeks for those surgeries which cost us nothing but time. It does, however, increase our average length of stay to adoption.

We leased space to Clearwave, March 2022 thru February 2023. Originally, the lease payment was only \$800 a month, but after we were inundated with traffic, vehicles, trailers, equipment, supply – plus people people people and trash trash trash, we upped the lease payment. It's been a financial help, but a significant inconvenience. We agreed to the lease to help in the effort to provide good internet service to our Lansing community.

Several of the dogs in our care have owners – but the owners have chosen not to claim their pets. There is no consequence for this, except to LCHS, Inc. and to the pet. This is an extreme frustration. It would be nice if there could be a consequence to the owners for in essence abandoning their pets.

My role is to run the shelter and to make sure day to day operations are executed to standard. While I have a role in fundraising, and am bound to keep expenses within our ability to pay, our Board of Directors has a significant role in resourcing. This has also been a challenge. According to the By-laws, our Board is to have 7 – 15 members. Due to resignations and term expiration, we have only five current members of the Board, with one expressing an interest in ending their service in coming months. Board recruitment is ongoing.

Shelters nationwide are experiencing the same overcrowding and slow adoptions that we do. That means that transfer opportunities are few and far between. Many shelters are ending pet lives to make space for the first time in years.

Because we don't end a pet's life unless they are irretrievably ill or injured and suffering, or they present a clear danger to public safety, we have some pets who've been in our care for approaching 2 years. We need adopters, we need foster homes, and we need transfer opportunities to agencies who have behavior and training programs to make these pets more adoptable. They aren't bad or dangerous animals, just quirky, due to the lives they were provided before coming to us.

Our funding is overwhelmingly provided by donors. These are individuals and businesses who believe in the vision and support the mission. Adoption fees don't hurt, but they don't come close to paying the costs of caring for a pet to adoption. Those who are adopted quickly cost about \$200 to prepare for adoption, if they are healthy and uninjured. Those who stay longer, cost more.

Contracts help. Leavenworth County pays us \$1312.50 per month, no matter how many or how few pets we take from outside city limits in the county. That's based on historical intake numbers.

Contracted cities pay on a per pet basis.

It was nice to have a Lansing Animal Control officer to work with directly. We hope that one will be found, hired and on the street again soon. The police officers are great, but they have lots of other things to do to keep the public safe.

In past years, we had a slate of fundraising events that brought in some income, but not enough to cover even one month's expenses. Ideas for events come from all over, but most of the planning and execution tend to end up in my lap, which is already quite full.

Our Board of Directors suspended intakes from cities in late August 2022, due to overcrowding and staff/volunteer exhaustion, in addition to the increased costs of caring for so many pets. We have 15

dog kennels and 30 cat spaces. For nearly two years we had around 30 dogs and as many as 48 cats in house. We still have several dogs housed in wire kennels in our garage. It's not ideal, but at least they are cared for, warm, safe and fed.

We've been unable to accept most owner surrendered pets for more than a year due to space limitations. We refer those seeking to relinquish pets to larger, better resourced shelters and rescues in our area.

We have applied for the Employee Retention Credit, which should result in about a \$34,000 refund according to our accountants. Even our accounting is dramatically more expensive than in the past - \$198 per hour at last quote.

We are in the process of applying for a Community Facilities direct loan through the U.S. Department of Agriculture. It could refinance at least part of our mortgage, providing a longer term loan with a lower interest rate.

We hold the mortgage on the property in Lansing Business Center being purchased by American Roofing. That brings in \$1435.51 per month through April 2026.

I've attached a presentation I recently gave to the Leavenworth Lions, and a spreadsheet of intakes/outcomes from 2022. You can see that animals from Lansing accounted for 35% of animals who came into our care last year.

Despite the challenges, we maintained a 94% live outcome rate in 2022. This is due to the dedication of staff and volunteers, and the contributions of so many individuals and businesses in our county.

If I can offer any further information, please call 913-250-0506 or email LvnCoHS@live.com.

Sincerely,

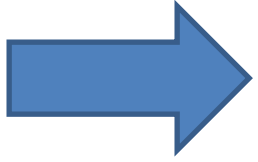


Crystal Swann Blackdeer
Executive Director
Leavenworth County Humane Society, Inc.



Leavenworth Lions

December 29, 2021

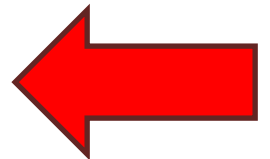


**LCHS, Inc. is the ONLY organization
working to build and operate
a 21st century no-kill pet animal shelter
to serve all Leavenworth County residents.**

**To us, “no-kill” means that euthanasia is reserved for only those pets
who are irretrievably ill or injured and suffering,
or who present a clear danger to public safety.**

NOT A NUMBER – LIVES

LCHS, Inc. is **NOT an animal control agency,
a law enforcement agency,
a public health agency, a “rescue,”
a chapter of any national organization,
or a government entity.**



Leavenworth County Humane Society.

Agenda Item 3.

Incorporated in Kansas; approved as a 501(c)(3) charity by the IRS

Licensed with Kansas Department of Agriculture (CB001XWJ)

Licensed to solicit contributions in KS

Licensed for retail sales (collect & pay sales tax)

Member Basehor Chamber of Commerce

Member Leavenworth – Lansing Area Chamber of Commerce

Member Tonganoxie Business Association

Investor - Leavenworth County Development Corporation

Member Kansas & National Animal Care & Control Associations

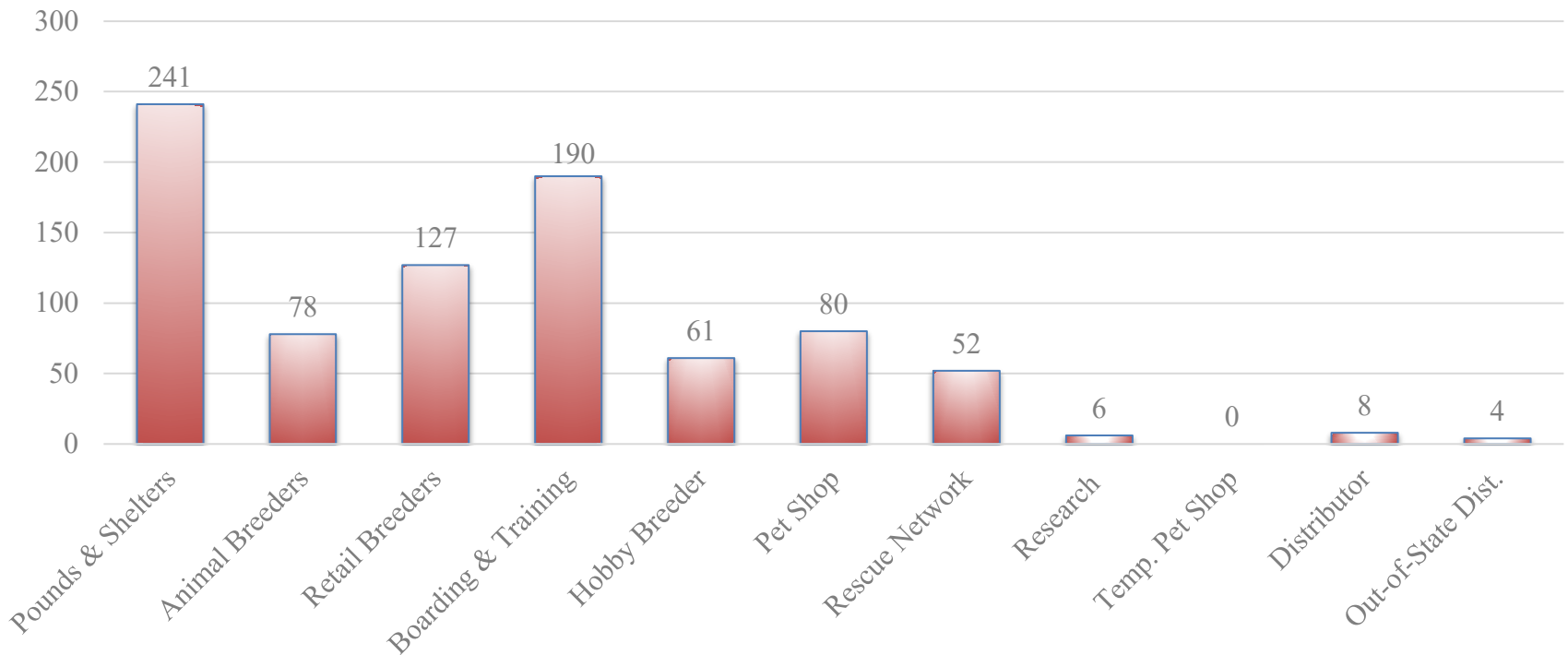


Facilities Licensed 2023

Agenda Item 3.

October 1 – December 2, 2022

847 Total



Other Lv County Groups

HOPE Spay / Neuter Clinic

HOPE Pet Rescue Center

Leavenworth Animal Control

Leavenworth Animal Welfare Society (LAWS)

Fort Leavenworth Stray Facility

Riverview Rescue

..... Many many Facebook Groups.....

Leadership

Agenda Item 3.

Laura Carroll, Bonner Springs

Treasurer

Hilary Gregory, KCMO

Marcia Irvine, Leavenworth

Leigh Ann Massey, rural Linwood

Margaret McLaurin, Lansing

Secretary & Acting President

Vacant

Vacant

Vacant

(Board of Directors = 7 to 15 members) OPPORTUNITY!!

Kesha Laughlin, Basehor

Shelter Management Coordinator

Heather Bisson, Rural Lv Co

Volunteer Coordinator

Crystal Swann Blackdeer, Rural Lv Co

Executive Director

(still a volunteer!)

Board of Directors

Agenda Item 3.

Governance

Help out at shelter as desired!

Compliance

Operations are the realm
of the Executive Director
and staff.

Resourcing

Represent

Law Enforcement

Educator

Entrepreneur

Finance/Accounting

Community Member (not a “pet person”)

Veterinarian

Social Services

Advocate

100 W. Gilman Road

Agenda Item 3.

3500 sq ft / 4+ acres

Sale Closed September 10, 2019

Move Sep 27 – Oct 1

Open October 3

Renovations \$130K

Fencing \$27K

LLL Project

Eagle Scout Projects

LHS Jr. ROTC Project

Hours:

Tues, Wed, Thurs Noon – 6 PM

Friday 1 – 7 PM

Saturday 1 – 5 PM

913-250-0506

www.LCHSInc.org

Social: @LvnCoHumane

Diversity, Equity, Inclusion

Staff: 8 X part time / 2 X full time
Shelter Management Coordinator (1)
Animal Care Associates (6)
Volunteer Coordinator (1)

Volunteers

Agenda Item 3.

Adults 18 + may volunteer alone

Youth 12 – 17 may volunteer with a parent or guardian

Application & Code of Ethics

Orientation

Training by species

Outbrief

Approximately 75 volunteers on the books, with 30 active.

Managed Admission

Agenda Item 3.

We serve Leavenworth County people and pets.

First.....we want to keep animals OUT of the shelter!

- Locate owner, and return prior to intake
- Pet Owner Assistance
- Assist with Trap/Neuter/Return when appropriate
- Help owners rehome their pets

Priorities for intake:

- Found pets from those with whom we have a contract
- Pets of those escaping domestic violence
- Owned pets from those with whom we have a contract

Most intakes suspended by Board of Directors in late August

DATA

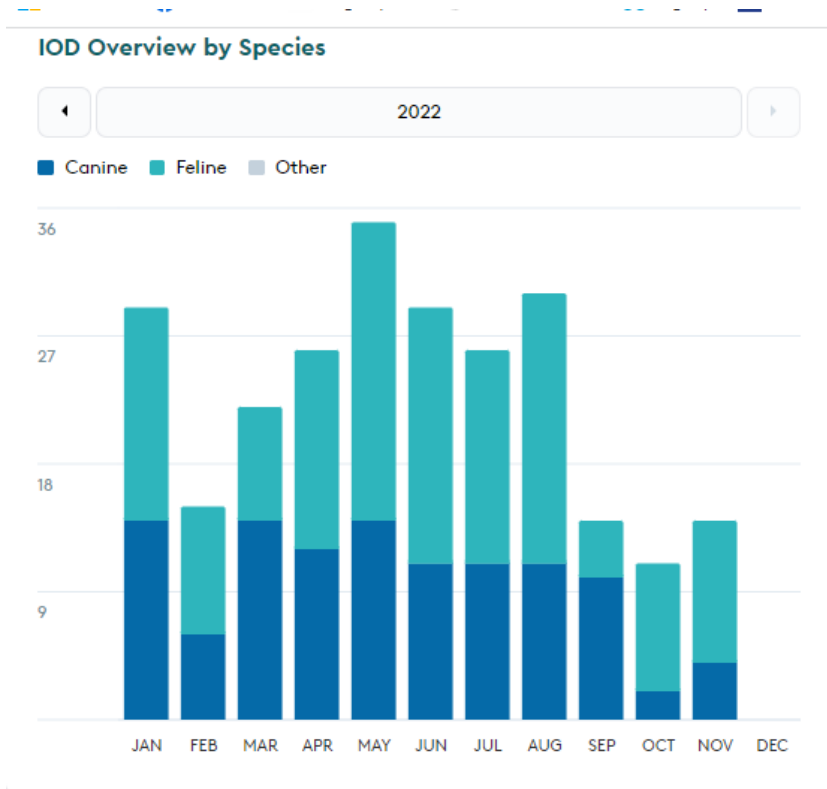
Agenda Item 3.

Shelter Animals Count

www.shelteranimalscount.org/data-dashboards

Best Friends Community Dashboard

www.bestfriends.org/no-kill-2025/animal-shelter-statistics



IOD Overview by Category

2022

	Total Intake	Total Live Outcomes	Other Outcomes
 Canines	109	121	5
 Felines	142	131	12

80% of intakes are from Lansing & County

Challenges

Agenda Item 3.

“Animal shelters face a potentially fatal pet adoption crisis”

Bissell Pet Foundation

“In the first nine months of 2022, more animals entered shelters than left them by a margin of 7.3 percent” Shelter Animals Count

“The number of cats and dogs facing possible euthanasia stands 100,000 higher this year than last. ” Best Friends Animal Society
(2021 = 355,000)

Lack of spay/neuter services 2020-2021

Veterinary shortage

Inability to socialize during pandemic restrictions

Housing changes

Economic hardship

Return to “work”

2021 Financials

Agenda Item 3.

- **Income** **\$257,546**
 - Donations** **\$162,880**
 - Events** **\$14,012**
 - Contracts** **\$28,080**

- **Assets** **\$801,220**

Gilman Road

LBC

Income 2022

DONATIONS

Lease

Sale of Land

Contracts

Event

Adoptions

- **Expenses** **\$264,192**
 - Animal Care**
 - Mortgage**
 - Utilities**
 - Insurance**
 - Payroll**
 - Licenses**
 - Memberships**
 - Services**
 - Admin (Printing, postage, etc)**

Platinum Seal of Transparency
from Candid/Guidestar

FEIN 01-0865151

Avg Monthly Expenses 2022

Insurance	\$ 502	Shelter Supplies	\$1280
Animal Care Supplies	\$ 2900*	Payroll & withholding	\$13,000
Electricity	\$ 900*	Veterinary Expenses	\$1700
Telephone	\$ 278	Mortgage	\$1865
Internet	\$ 133	Veterinary Supplies	\$1975
Trash	\$ 275*		
Gas	\$ 200*		
Sewer	\$ 130*		
Water	\$ 175*		
Security	\$ 28		

\$25,340

2021 = \$18,223

How you can help

- **Volunteer**

- Shelter

- Drive

- **Board**

- **Foster**

- **Recruit**

- **Donate**

- \$

In-kind donations are most often
shared with LAWS, Lv AC, PALS

- **Advocate**

- **Raise Funds**

Intakes		Dog	Cat	Total
	January	14	12	26
	February	6	9	15
	March	14	8	22
	April	12	14	26
	May	14	21	35
	June	11	18	29
	July	11	15	26
	August	9	19	28
	September	10	4	14
	October	6	12	18
	November	4	10	14
	December	3	12	15
	Total	114	154	268



LEAVENWORTH COUNTY
HUMANE
S.O.C.I.E.T.Y

100 W. Gilman Road, Lansing KS 66043 913-250-0506 LvnCoHS@live.com

Intakes / Outcomes 2022

Contracts with Basehor (Tonganoxie), Lansing, Linwood, Bonner Springs and County

Intakes 2019 = 296 Intakes 2020 = 455 Intakes 2021 = 422

Continued operations without interruption under COVID-19 local, state, industry and CDC guidance

Intakes suspended by order of Board of Directors end of August 2022

Let's Go Home!®

Source	Stray	Relinquish	Transfer	Other
January	23	3	0	0
February	15	0	0	0
March	22	0	0	0
April	22	4	0	0
May	31	3	0	0
June	26	3	0	0
July	25	0	0	1
August	28	1	1	0
September	14	0	0	0
October	14	4	0	0
November	12	1	0	0
December	12	2	0	0
Total	244	21	1	1

From	January	February	March	April	May	June	July	August	September	October	November	December	Total	% of intakes
County	10	11	8	12	18	14	13	19	10	10	1	0	126	47%
Basehor	0	0	2	0	3	2	2	0	0	1	4	2	16	6%
Lansing	10	2	10	11	11	10	10	9	4	7	7	2	93	35%
Linwood	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tonganoxie	Represented in Basehor numbers*													
Bonner Springs	5	1	2	2	1	2	1	1	0	0	1	0	16	6%

Outcome	January	February	March	April	May	June	July	August	September	October	November	December	Total
Adopted	27	16	14	15	18	9	17	13	25	20	7	9	190
Transferred	0	0	0	1	0	2	1	10	0	0	0	0	14
Return to Owner	11	3	8	6	3	4	4	2	4	1	1	2	49
Escaped	0	0	0	0	0	0	0	0	0	0	0	0	0
Died in Care	0	2	0	1	3	0	0	0	0	2	1	1	10
Euthanized	0	0	0	1	2	0	0	1	3	0	0	0	7

**94%
Live
Outcome**

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Steve Wayman, Chief of Police
 DATE: December 28, 2022
 SUBJECT: Purchase of Police Vehicles

VEHICLES

The Lansing Police Department requested bids for police package patrol vehicles from 3 vendors. Listed below are the results that were received.

<u>Dealer</u>	<u>Make</u>	<u>Cost per vehicle</u>	<u>Total Cost</u>
Landmark Dodge	Dodge Durango Police	No Bid Received	
Davis Moore, Inc.	Dodge Durango Police	\$41,675.20	\$41,675.20
Main Street Chrysler	Dodge Durango Police	\$41,260.00	\$41,260.00

This is for the cost of the vehicles only and does not include the additional cost of Upfitting the vehicles with emergency equipment.

Delivery time of the police vehicles from order date is approximately 120 days.

Policy Consideration: None for this Item

Financial Consideration: Budget approved for 2023 budget

Action:

The Lansing Police Department is requesting to purchase one police vehicle from Main of Lansing Chrysler Dodge. The purchase price for the One replacement vehicle is \$41,260.00. This does not include the cost of emergency equipment to be added to the vehicles.

AGENDA ITEM

AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Tish Sims, City Clerk

DATE: December 21, 2022

SUBJECT: Purchase of Admin Vehicle

VEHICLE

The City Clerk/Admin Department requested bids for a special service truck from 4 vendors. Listed below are the results that were received. 2023 Chevrolet/GMC/Ford fleet orders were already closed prior to the request for bids.

<u>Dealer</u>	<u>Make</u>	<u>Cost per vehicle</u>	<u>Total Cost</u>
CDJ Automotive, LLC	RAM 1500 Special Service	\$38,015.00	\$38,015.00
Landmark Dodge	RAM 1500 Special Service	No Bid Received	
Davis Moore, Inc.	RAM 1500 Special Service	No Bid Received	
Olathe Dodge	RAM 1500 Special Service	No Bid Received	

This is for the cost of the vehicle only and does not include the additional cost of Upfitting the vehicles with additional equipment. Additional equipment may include installation of snow plow equipment and appropriate lighting.

This vehicle will replace the Ford E350 van that is currently being used.

Delivery time of the vehicle from order date is approximately 120 days.

Also included is comparable (2) used vehicle descriptions and prices.

Policy Consideration: None for this Item

Financial Consideration: Budget approved for 2023 budget

Action:

The City Clerk/Admin department is requesting to purchase one vehicle from CDJ Automotive, LLC (Main Street Auto). The purchase price for the replacement vehicle is \$38,015.00. This does not include the cost of additional equipment to be added to the vehicle.

MAINSTREET OF LANSING CHRYSLER DODGE J
555 N MAIN ST
LANSING, KS 660431309

Configuration Preview

Agenda Item 5.

Date Printed: 2022-11-28 10:53 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00U91 Lansing KS Police
Department
FAN 2:
Client Code:
Bid Number: TB3065
PO Number: 0000003

Sold to:
MAINSTREET OF LANSING CHRYSLER DODGE
JEEP RAM (27161)
555 N MAIN ST
LANSING, KS 660431309

Ship to:
MAINSTREET OF LANSING CHRYSLER DODGE JEEP RAM (27161)
555 N MAIN ST
LANSING, KS 660431309

Vehicle: 2023 1500 SSV CREW CAB 4X4 (DS6T98)

	Sales Code	Description	MSRP(USD)
Model:	DS6T98	1500 SSV CREW CAB 4X4	47,450
Package:	27D	Customer Preferred Package 27D	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	50
	-X8	Black/Diesel Gray	0
Options:	MAF	Fleet Purchase Incentive	0
	MDA	Front License Plate Bracket	0
	XHC	Trailer Brake Control	295
	DSA	Anti-Spin Differential Rear Axle	495
	CKE	Carpet Floor Covering	125
	DMH	3.92 Rear Axle Ratio	95
	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB3065	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,795

Total Price: 50,305.
- 12,290. Discount
\$ 38,015. TOTAL

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson: John Thomas
Customer Name: City of Lansing
Customer Address: 800 1st Terrace
Lansing KS 66043 USA

PSP Month/Week:
Build Priority: 99

Instructions: Price Includes Step Bays (Black)

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

City of Lansing800 1st Terrace

Lansing, KS 66043

913 727-3233

FAX 913 828 4579

REQUEST FOR QUOTAT

Agenda Item 5.

TO:

Main Street Dodge

555 N. Main

Lansing, KS 66043

ATTN: Rob Thomas/Fleet Sales

DATE

November 21, 2022

REQUISITIONED BY

Jim Magee

DELIVER BY (Date)**SHIP VIA****F.O.B.**

Delivered

TERMS

Net 30 days after delivery

Destination

City of Lansing

ATT: Jim Magee

800 1st Terrace

Lansing, KS 66043

This Is Not An Order*The City of Lansing reserves the right to reject or accept any and all bids.*

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1		DS6T98 2023 RAM 1500 Special Service Vehicle Crew Cab 4x4 PW7 Bright White Clear Coat Diesel Grey Interior 5.7 liter engine Specifications: 27D- Customer Preferred Package 27D DFD 8-sp auto D7- Cloth Front/Vinyl Back DMH- 3.92 Rear Axle Ratio CKE – Carpet Floor Coverings DSA- Anti-spin differential rear axle XHC – Trailer Brake Control MDA – Front License Plate Bracket Mopar Step Bars Full Size Spare		
			SUBTOTAL	
			TAX RATE	0.000%
			TAX TOTAL	0.00
			DUE	

Comments:

Quotes must be received by **12:00 p.m. on December 20, 2022** by City Clerk.

Authorized by

Date

Main Street

Pre-Owned 2021 Ram

1500 Classic Warlock Crew Cab Pickup

13 views in the past 7 days



Mainstreet of Lansing Chrysler Dodge
Jeep Ram

3d 7h 10m 43s

We'd love to help you. Would
you like to start a chat?

Exterior Color

Transmission

☐ Diamond Black
☐ Crystal Pearlcoat

Automatic

Let's chat

Interior Color

Engine

Maybe Later

☐ Black

8

Odometer

VIN

23325

1C6RR7LT0MS566009

Fuel Economy

Stock Number

15/21 MPG City/Hwy

14998A

[Details](#)



Highlighted Features

- Navigation system
- Automatic temperature control
- Emergency communication system
- Power moonroof
- Activity
- Parking sensors

Pre-Owned 2021 Ram

1500 Big Horn Crew Cab Pickup

16 views in the past 7 days



Detailed Pricing

Internet Price **\$41,243**

Internet Price
Detailed Pricing **\$41,243**

We're here to help
913-675-2776

3d 7h 12m 17s

Exterior Color

Transmission

Maximum Steel Metallic
Clearcoat

Automatic

Interior Color

Engine

☐ Lt Frost Beige Black

8

Odometer

VIN

24092

1C6SRFFT1MN743401

Fuel Economy

Stock Number

17/22 MPG City/Hwy

15044A

[Details](#)



Highlighted Features

- ✦ Wireless phone connectivity
- 📷 Exterior parking camera rear
- 🪞 Auto-dimming rearview mirror
- ✓ Split folding rear seat
- 💡 lights
- 🔑 Remote keyless entry

AGENDA ITEM

TO: Mayor McNeill, Lansing City Council

FROM: Tim Vandall, City Administrator
Jason Crum, Parks and Recreation Director

DATE: December 28, 2022

SUBJECT: Aquatics Design Contract and Scope of Services

Waters Edge Aquatic Design is part of the design team that was recommended by the selection committee and approved by the City Council for the design of phase 1 of the master plan, specifically working on the splash pad. Since the decision to put an aquatics center on the ballot, Waters Edge has continued to work with the City to provide conceptual design, a website for public information and feedback, hosting an open house and various other tasks. Waters Edge was asked to provide a contract and scope of services to design the aquatics center. A Committee comprised of Tim Vandall, Mike Spickelmier and Jason Crum reviewed the proposed contract and scope of services and provided feedback to Waters Edge. The City Attorney has also reviewed these documents. Attached is the contract and scope of services for the project.

Financial Consideration:

These services will be paid for from account number 23-030-43301 Special Parks and Recreation Acquisition. After July 1, 2023, money from the sales tax will also be available to help fund this design.

Policy Consideration: N/A

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

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This is an agreement effective as of the date of last signature below between Waters Edge Aquatic Design, LLC ("ENGINEER") and the City of Lansing, Kansas ("OWNER").

The OWNER intends to plan, design, and construct a new aquatics center, including site work and appurtenances ("PROJECT"), intended for the newly acquired property at Bittersweet and Mary Streets.

OWNER is authorized and empowered to contract with ENGINEER for the purpose of furnishing Engineering Services in connection with the PROJECT, and necessary funds for payment of said services are available.

OWNER and ENGINEER in consideration of their mutual understanding as set forth herein agree to the following scope of work, methods of delivery, fee basis, general conditions, and related issues ("Agreement"). This Agreement includes the following attached Appendices:

Appendix A - Terms and Conditions

Appendix B - ENGINEER's Services

Appendix C - OWNER's Responsibilities

Appendix D - Insurance

Appendix E - Billing Rates

Terms and conditions of this Agreement are described in Appendix A. ENGINEER agrees to perform engineering design services in accordance with the Scope of Services described in Appendix B. OWNER's Responsibilities are described in Appendix C. Insurance information is listed in Appendix D.

The OWNER hereby agrees to give the ENGINEER all its planning and design criteria, OWNER design and construction standards, and full information as to the OWNER's requirements for the PROJECT.

This Agreement represents the entire and integrated agreement between the ENGINEER and the OWNER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the ENGINEER and the OWNER. In Witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated by the date of the last signature below.

Waters Edge Aquatic Design, LLC " ENGINEER "	City of Lansing, Kansas OWNER "
By: _____	By: _____
Print Name: Jeff A. Bartley	Print Name: _____
Print Title: Principal	Print Title: _____
Date: _____	Date: _____

APPENDIX A - TERMS AND CONDITIONS

SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER will provide concept planning, preliminary design, final design, bidding, construction administration, and post construction services for the PROJECT.
- B. ENGINEER will serve as OWNER's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will give consultation and advice to OWNER during the performance of its services.
- C. ENGINEER will provide the Basic Services outlined and described in this Agreement.
- D. ENGINEER will provide Additional Services only following authorization by the OWNER.

OWNER'S RESPONSIBILITIES

2.01 Scope

- A. OWNER shall have the responsibilities set forth in this Agreement.

TIMES FOR PROVIDING SERVICES

3.01 General

- A. ENGINEER's obligation to provide services hereunder will be for a period of time that may reasonably be required for the completion of said services.
 - 1. If OWNER requests changes in scope, extent, or character of the PROJECT, the time of performance and compensation for ENGINEER's services shall be adjusted equitably.
 - 2. OWNER understands that ENGINEER cannot guarantee a construction completion date because construction activities are the Contractor's responsibility.
 - 3. The OWNER and ENGINEER are aware that many factors outside the ENGINEER's control may affect the ENGINEER's ability to complete the services to be provided under this Agreement. The ENGINEER will perform these services with reasonable diligence and expediency consistent with sound professional practices.

3.02 Suspension

- A. The OWNER agrees that the ENGINEER is not responsible for damages arising directly or indirectly from any delays for causes beyond the ENGINEER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ENGINEER to perform its services in an orderly and efficient manner, the ENGINEER shall be entitled to a reasonable adjustment in schedule and compensation.

- B. If ENGINEER's services are extended by Contractor's actions or inactions for more than the scheduled final construction completion, as defined in the Contract Documents, through no fault of ENGINEER, ENGINEER will be entitled to equitable and agreeable adjustment of rates and amounts of compensation provided in this Agreement.

PAYMENT TO ENGINEER

4.01 Compensation

- A. General: In addition to other requirements of this Agreement, compensation is based on the following:
 1. A traditional design-bid-build delivery process with one prime contractor.
 2. Fees for special consultants (e.g. geotechnical consultant, topographic site survey, testing agencies, etc...) are not included. These consultants are generally contracted independently from the ENGINEERING SERVICES AGREEMENT. If special consultants are required within this agreement, fees for such services will be negotiated at the time based on the required scope of work.
 3. ENGINEER will furnish sets of the plans and specifications to the OWNER for review. Additional sets required for permitting, bidding, or for construction will be furnished at the cost of reproduction and paid for by others (e.g. OWNER, Bidders, or Contractor).

- B. The OWNER agrees to compensate the ENGINEER for the consulting services provided under this Agreement based on the following:

Lump Sum Amount:

Schematic Design	\$65,875
Design Development	\$92,225
Construction Documents	\$296,438
Bidding	\$6,588
<u>Construction Administration</u>	<u>\$197,625</u>
Total Lump Sum Amount:	\$ 658,751

- C. Expenses: Direct expenses will be billed separately in accordance with the rates shown in Appendix E. The total reimbursable expenses is estimated to be \$22,000.00.
- D. The fees listed above are based upon an anticipated project budget of \$8.5M, including all construction and project related costs.
- E. Compensation for additional or redesign services requested by OWNER during the Construction Phase will be based on Appendix B, Section 2 - Additional Services, unless agreed to otherwise.

4.02 Other Payment Provisions

- A. Invoices will be prepared using ENGINEER's standard practices and shall clearly identify the level of progress claimed.
- B. Payment Due: Invoices shall be submitted by the ENGINEER monthly in proportion to services provided, are due upon presentation, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- C. Interest: If payment in full is not received by the ENGINEER within thirty (30) calendar days of the due date, invoices shall bear interest at one (1.0) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which

shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principle.

- D. Suspension of Services: If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, the ENGINEER may suspend performance of services upon seven (7) calendar days' notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of such suspension caused by any breach of this Agreement by the OWNER. Upon payment in full by the OWNER, the ENGINEER shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the ENGINEER to resume performance. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- E. If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ENGINEER in writing within seven (7) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
- F. Payments to the ENGINEER shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by the OWNER of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions or offsets shall be made from the ENGINEER's compensation for any reason unless the ENGINEER has been found to be legally liable for such amounts.
- G. In the event of any termination of this Agreement, ENGINEER will be entitled to invoice the OWNER and will be paid for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination.
- H. In the event legal action is necessary to enforce the payment terms of this Agreement, the ENGINEER shall be entitled to collect from the OWNER any judgement or settlement sums due plus reasonable attorneys fees, court costs, and other expenses incurred by the ENGINEER for such collection action and, in addition, the reasonable value of the ENGINEER's time and expenses spent for such collection action, computed according to the ENGINEER's prevailing fee schedule and expense policies.

OPINIONS

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable construction costs for the PROJECT will be made on the basis of ENGINEER's professional judgment and experience.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, materials, equipment, or services provided by others, or over Contractor's methods of determining prices, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that bids, the negotiated cost of the PROJECT or actual construction costs will not vary from opinions of probable construction cost prepared by ENGINEER.

5.02 Opinions of Facility Operating Expenses and Revenue Projections

- A. ENGINEER's opinions of facility operating expenses and revenue projections for the PROJECT will be made on the basis of ENGINEER's professional judgment, experience, and historical data obtained from other similar facilities.
- B. The OWNER understands that the ENGINEER has no control over the cost or availability of labor, utilities, supplies, materials, equipment, or services provided by others, or over market conditions.
- C. ENGINEER makes no warranty, express or implied, that actual operating expenses or projected revenues will not vary from opinions of facility operating expenses and revenue projections prepared by ENGINEER.

GENERAL CONSIDERATIONS

6.01 Performance Standards

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill normally furnished by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER and OWNER shall comply with applicable laws and regulations that are in effect as of the date of this Agreement and OWNER-mandated standards. Changes to these requirements after the effective date of this Agreement may be the basis for modifications to the OWNER's responsibilities or to ENGINEER's scope of services, compensation, or times of performance.
- C. The ENGINEER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the ENGINEER, increase the ENGINEER's risk or the availability or cost of its professional or general liability insurance.
- D. As used herein, the word certify shall mean an expression of the ENGINEER's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the ENGINEER.

6.02 Project Representatives

- A. At the start of the PROJECT, ENGINEER and OWNER shall designate specific individuals to act as Project Representatives with respect to the services to be performed or furnished by the ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have the authority to transmit instructions, receive information, and render decisions relative to the PROJECT, on behalf of each respective party.

6.03 Use of Documents

- A. All Documents are instruments of service in respect to this PROJECT, and ENGINEER will retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed.
- B. OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by OWNER for use, maintenance and repair of

the PROJECT. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project.

- C. If the ENGINEER for any reason is not allowed to complete all the services called for by this Agreement, the ENGINEER shall not be held responsible for the accuracy, completeness, or constructability of the construction documents prepared by the ENGINEER if used, reused, changed or completed by the OWNER or by another party. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants (collectively, ENGINEER) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by ENGINEER.

6.04 Insurance

- A. ENGINEER will procure and maintain insurance as set forth in Appendix D.
- B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the PROJECT.
- C. All policies of property insurance shall contain provisions to the effect that ENGINEER's interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

6.05 Termination

- A. In the event of termination of this Agreement by either party, the OWNER shall, within fifteen (15) calendar days of termination, pay the ENGINEER for all services rendered and all reimbursable costs incurred by the ENGINEER up to the date of termination, in accordance with the payment provisions of this Agreement.
- B. The OWNER may terminate this Agreement for the OWNER's convenience and without cause upon giving the ENGINEER not less than seven (7) calendar days written notice.
- C. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons.
 - 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 - 2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.
 - 3. Suspension of the Project or the ENGINEER's services by the OWNER for more than ninety (90) calendar days, consecutive or in the aggregate.
 - 4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
- D. In the event of any termination that is not the fault of the ENGINEER, the OWNER shall pay the ENGINEER, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the ENGINEER in connection with the orderly termination of this Agreement, including but not limited

to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

6.06 Successors, Assigns, and Beneficiaries

- A. OWNER and ENGINEER each is hereby bound to the other party in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent mandated or restricted by law.

6.07 Third-Party Beneficiaries

- A. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER's services under this Agreement are being performed solely for the OWNER's benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

6.08 Fiduciary Responsibility

- A. OWNER confirms that neither the ENGINEER nor any of the ENGINEER's subconsultants or subcontractors has offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEER or any of the ENGINEER's subconsultants or subcontractors, as a consequence of the ENGINEER's entering into this Agreement with the OWNER.

6.09 Jobsite Safety

- A. Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction/project site, shall impose any duty on the ENGINEER, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the General Contractor shall defend and indemnify the OWNER, the ENGINEER and the ENGINEER's subconsultants. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

6.10 Controlling Law

- A. This Agreement is to be governed by the law of the State of Kansas.

6.11 Dispute Resolution

- A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- B. OWNER and ENGINEER agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- C. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

6.12 Hazardous Environmental Conditions

- A. OWNER represents to ENGINEER that to the best of its knowledge a hazardous environmental condition does not exist at or near the PROJECT Site.
- B. Both parties acknowledge that the ENGINEER's scope of services does not include any services related to the presence or removal of any hazardous or toxic materials.

6.13 Allocation of Risks

- A. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.
- B. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.
- C. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.
- D. In recognition of the relative risks and benefits of the PROJECT to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the ENGINEER to the OWNER shall not exceed the insured limits for services rendered on this PROJECT. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- E. It is intended by the parties to this Agreement that the ENGINEER's services in connection with the PROJECT shall not subject the ENGINEER's individual employees, officers, members or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the OWNER agrees that as the OWNER's sole and exclusive

remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a Kansas limited liability company, and not against any of the ENGINEER's individual employees, officers, members or directors.

6.14 Consequential Damages

- A. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

6.15 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.16 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision that comes as close as possible to expressing the intention of the stricken provision.

6.17 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.18 Code Compliance

- A. The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

6.19 Betterment

- A. When a Change Order is necessitated by an act or omission of ENGINEER or an error in the design of the Project, responsibility for such act, omission, or error shall be determined in good faith by OWNER and ENGINEER. To the extent that such act, omission, or error arose out of the lack of quality professional services provided by ENGINEER or of the lack of professional quality deliverables prepared by ENGINEER, OWNER shall be entitled to an amount equal to the difference between the actual cost of the change Work and the estimated cost of the change Work (less added value to the OWNER) if there had been no such act, omission, or error. ENGINEER shall pay such sum to OWNER.

6.20 Construction Management

- A. If the OWNER elects to employ a construction manager, the OWNER will promptly notify the ENGINEER of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of the ENGINEER. If the employment of such construction manager by the OWNER results

in additional time or expense to the ENGINEER to prepare for, coordinate with or respond to the construction manager, the ENGINEER shall be entitled to an equitable adjustment in fees and time for performance of these services.

6.21 Changed Conditions

- A. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

6.22 Confidential Communications

- A. The ENGINEER may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the OWNER. Those about whom reports and opinions are rendered may as a consequence initiate claims against the ENGINEER. To help create an atmosphere in which the ENGINEER may freely report or express such opinions candidly in the interest of the OWNER, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harm-less the ENGINEER against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by the ENGINEER to the OWNER or to the OWNER's agents.

6.23 Permits and Approvals

- A. The ENGINEER shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the ENGINEER's services are being engaged. This assistance will consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the ENGINEER and included in the scope of Basic Services of this Agreement.

DEFINITIONS

7.01 Defined Terms

- A. As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.
 1. CERTIFY, CERTIFICATION: A statement of the ENGINEER's opinion, based on his or her observation of conditions, to the best of the ENGINEER's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the ENGINEER's certification shall not relieve the OWNER or the OWNER's contractors of any responsibility or obligation they may have by industry custom or under any contract.
 2. COST ESTIMATE: An opinion of probable construction cost made by the ENGINEER. In providing opinions of probable construction cost, it is recognized that neither the OWNER nor the ENGINEER has control over the costs of labor,

equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the ENGINEER's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the OWNER's budget or from any opinion of probable cost prepared by the ENGINEER.

3. DAY, DAYS: A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.
 4. INSPECT, INSPECTION: The visual observation of construction to permit the ENGINEER, as an experienced and qualified professional, to determine that the Work, when completed by the Contractor, generally conforms to the Contract Documents. In making such inspections, the ENGINEER makes no guarantee for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The ENGINEER shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.
 5. RECORD DOCUMENTS: Drawings prepared by the ENGINEER upon the completion of construction based upon the drawings and other data furnished to the ENGINEER by the Contractor and others showing significant changes in the Work made during construction. Because Record Documents are prepared based on unverified information provided by others, the ENGINEER makes no warranty of the accuracy or completeness of the drawings. Refer to Appendix B – ENGINEER Services to determine if preparation of Record Documents is part of Basic Services or Additional Services.
- B. Additional terms and definitions are referenced as part of this Agreement in Article 7 – Definitions of the Standard Form of Agreement Between Owner and Engineer for Professional Services Prepared by Engineers Joint Contract Documents Committee EJCDC No. 1910-1 (1996 Edition).

END OF APPENDIX A 9 00003

APPENDIX B - ENGINEER'S SERVICES

ENGINEER will provide schematic design, design development, final design, bidding, and construction administration services for the PROJECT as set forth below.

BASIC SERVICES

2.01 Phase I - Schematic Design Services

- A. Evaluate the potential site based on visual information.
- B. Meet to establish project design criteria such as aquatic facility size, features, deck area, concession area, and bathhouse floor plan.
- C. Focus all that we hear into feasible design criteria.
- D. Provide a summary report outlining the project.
- E. Using the design criteria, create preliminary schematic designs for review and comment.
- F. Create alternate site development plans, including locations of the aquatic center, buildings, access drives, and parking.
- G. Create summary of features and surface areas for the schematic design.
- H. Prepare an Opinion of Probable Cost for the schematic design.
- I. Prepare an Opinion of Project Budget, which includes a summary of items such as the construction budget, consultant fees, allowances, assigned allowances, etc...
- J. Prepare a preliminary Opinion of Probable Operating Expenses and Projected Revenue for the schematic design.

2.02 Phase II - Preliminary Design/Design Development

- A. ENGINEER will complete the following Design Development Phase tasks:
 - 1. ENGINEER will use available information from the evaluation and concept phase as the basis for the pool layout and design criteria.
 - 2. ENGINEER's work will include further site development. ENGINEER will coordinate pool facilities within the available site.
 - 3. The Design Development will include a site drawing that shows the proposed pool facilities relative to existing site amenities. ENGINEER will use the topographic survey, furnished by the OWNER, for the existing site. The plan will show each selected aquatic feature. Construction costs, fees and contingencies will be identified to develop a project cost.
 - 4. When the Design Development is complete, ENGINEER will meet with OWNER to review the drawings and cost information. Based on comments by the OWNER, ENGINEER will adjust the design and prepare the final Preliminary Design documents.
 - 5. At the conclusion of the Design Development phase, ENGINEER will make a final presentation to the group designated by OWNER. The presentation will include a summary of the entire PROJECT in a written document as well as a verbal presentation. ENGINEER will create a Power Point presentation that describes the Preliminary Design and summarizes the PROJECT findings. ENGINEER will provide a colored layout drawing for the recommended pool design.

2.03 Phase III - Final Design/Construction Documents

- A. After acceptance by OWNER of the Design Development documents, ENGINEER will:
 - 1. On the basis of the above acceptance, prepare final engineering design and prepare final construction documents including bidding documents, specifications and drawings indicating the scope, extent, and character of the work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute.
 - 2. Provide design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the PROJECT and assist OWNER in consultations with appropriate authorities.
 - 3. Prepare and furnish Final Construction Documents for review and approval by OWNER.
 - 4. The number of prime contracts for work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is one (1).
 - 5. ENGINEER will provide an updated opinion of probable cost of the PROJECT.
- B. ENGINEER's services under the Final Design/Construction Documents Phase will be considered complete on the date when the final documents have been delivered to and accepted by the OWNER. Under this Agreement ENGINEER will furnish a few final sets of the plans and specifications to the OWNER.

2.04 Phase IV - Bidding

- A. After acceptance by OWNER of the Bidding Documents, and upon written authorization by OWNER to proceed ENGINEER will:
 - 1. Assist OWNER in advertising for qualified contractors to submit bids for constructing the PROJECT and distribute bidding documents to prospective bidders. Cost for printing and mailing of these documents will be paid for by prospective bidders.
 - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3. Assist OWNER in evaluating the low bidder's proposal. Furnish and assist in assembling up to four (4) sets of Contract Documents for execution by OWNER and Contractor.
 - 4. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with the prospective bidder.

2.05 Phase V - Construction Administration

- A. Upon successful completion of the Bidding Phase, ENGINEER will perform the following:
 - 1. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in performance of Construction Administration of the Construction Contract to the extent provided in this Agreement and said General Conditions.
 - 2. ENGINEER shall distribute plans and specifications to the selected reproduction company. The reproduction and shipping costs for these documents shall be

- paid for by the prospective bidders or by OWNER (at OWNER's discretion)
3. Selecting Independent Testing Laboratory. Assist OWNER in the selection of an independent testing laboratory to perform the services needed for the PROJECT.
4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work while it is in progress:
 - a. ENGINEER will visit the site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow ENGINEER, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
 - b. Based on this general observation, ENGINEER will keep the OWNER informed about the progress of the Work and shall advise the OWNER about observed deficiencies in the Work.
 - c. ENGINEER will not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the OWNER's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
 - d. If the OWNER desires more extensive project observation or full-time project representation, the OWNER shall request that such services be provided by ENGINEER as Additional Services in accordance with the terms of this Agreement.
 - e. ENGINEER will not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. ENGINEER does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.
5. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. ENGINEER will advise and consult with the OWNER on correction of Defective work and shall assist the OWNER in testing of work believed to be defective if necessary. Services in connection with the evaluation of and determination to accept Defective work by contractor, including required re-design services, will be paid in accordance with Section 2 - Additional Services.
6. Clarifications, Interpretations, and Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
7. Change Orders. Recommend Change Orders to OWNER, as appropriate, and prepare Change Orders as required.
8. Shop Drawing Review. Review and take other appropriate action on the submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. Review of a specific item shall not indicate that ENGINEER has reviewed the entire assembly of which the item is a component. ENGINEER will not be responsible for any deviations from the Construction

Documents not brought to the attention of ENGINEER in writing by the Contractor.

9. Substitutes and “or-equal”. Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor. If the substitute product requires re-design, the cost for these services will be paid as described in Section 2 – Additional Services.
10. Inspections and Tests. Require such special inspections or tests of Contractor’s work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER’s review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents. ENGINEER will be entitled to rely on the results of such tests.
11. Applications for Payment. Based on ENGINEER’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends be paid. Such recommendations of payment will be in writing and will constitute ENGINEER’s representation to OWNER, based on such observations and review, that, to the best of ENGINEER’s knowledge, information and belief, Contractor’s work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents.
 - b. By recommending any payment, ENGINEER will not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor’s work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor’s work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER’s review of Contractor’s work for the purposes of recommending payments nor ENGINEER’s recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor’s work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor’s compliance with Laws and Regulations applicable to Contractor’s furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.
12. Contractor’s Completion Documents.
 - a. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
 - c. ENGINEER will transmit these documents to OWNER.
13. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the work Substantially Complete, ENGINEER will deliver a notice of Substantial

Completion to OWNER and Contractor.

14. Final Notice of Acceptability of the Work. Conduct a final site visit to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER will also provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the PROJECT and will terminate upon written recommendation by ENGINEER for final payment to Contractor.

ADDITIONAL SERVICES

3.01 Scope of Additional Services

- A. ENGINEER will advise OWNER as to the necessity of data or services of the types described in Section 2 – Additional Services, which are not part of ENGINEER's Basic Services, and assist OWNER in obtaining such data and services.
- B. If authorized in writing by OWNER, ENGINEER will furnish or obtain from others Additional Services of the types listed below. OWNER will pay for these services based on hourly charge rates and direct expenses at cost. All authorized Additional Services shall be paid for over and above the fees for the Basic Services.
 1. Preparation of applications and supporting documents for obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
 2. Services to make measured drawings of or to verify the accuracy of drawings or other information furnished by OWNER.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the PROJECT designed or specified by ENGINEER or its design requirements including, any other causes beyond ENGINEER's control.
 4. Services required for the evaluation of and determination to accept defective Work by Contractor including required re-design services.
 5. Services required for re-design as a result of substitute products during the construction phase.
 6. Services in connection with assistance with or coordination of fund raising efforts, donated items, or items furnished by OWNER or others.
 7. Services required as a result of OWNER's providing incomplete or incorrect PROJECT information with respect to Appendix B.
 8. Assistance in connection with Bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the OWNER's program or other instruction.
 9. Providing construction surveys and layouts to enable Contractor to perform its work.
 10. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
 11. Preparing to serve or serving as engineer or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT. Billing rates for expert witness services are higher than standard billing rates and will be furnished upon request.

12. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER.
13. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

END OF APPENDIX B 9 00004.03

APPENDIX C - OWNER'S RESPONSIBILITIES

The Agreement is amended and supplemented to include the following Agreement of the parties.

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Furnish copies of all design and construction standards that OWNER will require to be included in the Drawings and Specifications. Furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- C. Furnish to ENGINEER any other available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the Site. Items furnished thus far include
 - 1. Phase 1 Environmental Assessment
 - 2. Geotechnical Investigation of the site
 - 3. Topographic Survey (underway)
- D. Following ENGINEER's assessment of initially-available PROJECT information and data and upon ENGINEER's request, furnish or otherwise make available such additional PROJECT related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.
- E. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or if any other development that affects the scope or time of performance of ENGINEER's services, or any defect or non-conformance in ENGINEER's services or in the work of any Contractor.
- F. Authorize ENGINEER to provide Additional Services as required by OWNER.
- G. Arrange for safe access to and make all provisions for ENGINEER to enter upon public property as required for ENGINEER to perform services under the Agreement.
- H. Examine all alternate solutions, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or ENGINEER's as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the PROJECT designed or specified by ENGINEER.
- J. Provide, as required for the PROJECT:
 - 1. Accounting, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the PROJECT as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications

END OF APPENDIX C 9 00004.11.

APPENDIX D - INSURANCE

The Agreement is amended and supplemented to include the following Agreement of the parties.

The limits of liability for the insurance required by this Agreement are as follows:

- A. By ENGINEER:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability:
 - a. Each Accident \$500,000
 - b. Disease, Policy Limit \$500,000
 - c. Disease, Each Employee \$500,000
 - 3. General Liability:
 - a. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - b. Personal and advertising injury \$1,000,000
 - c. Products - completed operations aggregate \$2,000,000
 - d. General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability:
 - a. Each Occurrence \$2,000,000
 - b. General Aggregate \$2,000,000
 - 5. Automobile Liability:
 - a. Combined Single Limit (Bodily Injury and Property Damage and Hired and Non-Owned Auto Liability) Each Accident \$1,000,000
 - 6. Professional Liability Insurance
 - a. Limits of \$2,000,000 per claim and \$2,000,000 annual aggregate
 - b. Certificate can be furnished upon request.

END OF APPENDIX D 9 00004.12

APPENDIX E - BILLING RATES (2023)

The Agreement is amended and supplemented to include the following Agreement of the parties.

The following range of billing rates represent the range of individuals who may work on this project. These rates do not apply to expert witness services. Billing rates for expert witness services will be furnished upon request. Billing Rates are subject to change each year.

Principal Engineer	\$160 to \$210 per hour
Aquatic Design Engineer	\$100 to \$160 per hour
Aquatic Design Engineer-in-Training	\$85 to \$100 per hour
Senior Project Designer/Manager	\$95 to \$130 per hour
Project Designer	\$80 to \$95 per hour
Aquatics Consultant	\$100 to \$130 per hour
Administrative Assistant	\$60 to \$85 per hour

Expenses

- A. Direct project expenses will include basic expenses and special project expenses. Basic expenses include those needed to perform our work. Special project expenses are those that are requested by the OWNER for their project, such as renderings, models, testing or other special items. The OWNER must authorize any special expense prior to our incurring that expense.
- B. The following items are examples of basic expenses.
 - 1. Travel costs including airfare, rental vehicles, rental fuel, mileage, and other transportation costs.
 - 2. Mileage costs are billed at the IRS-approved rate.
 - 3. Lodging including motel costs and all related taxes.
 - 4. Meals including tips (no alcohol).
 - 5. Printing costs including photocopies, color CAD drawings, mounting and laminating presentation boards, plotting construction drawings and related items.

END OF APPENDIX E 9 00004.13

AGENDA ITEM

TO: Mayor McNeill, Lansing City Council
FROM: Tim Vandall, City Administrator
DATE: December 27, 2022
SUBJECT: Land Sale

Explanation: The City received an offer from Zimmerman Properties to purchase approximately four acres of Lot 1 of the Lansing Towne Centre plat (Lot 1 is currently 14.5 acres) to construct a 50 unit apartment complex. The final sale of the property is contingent upon Zimmerman receiving tax credits for the project from the State of Kansas. Zimmerman Properties also owns Covington Woods in Lansing, which would be directly south/southwest of the proposed parcel.

Policy Consideration: The subject property would border multifamily to the north and south, and is aligned on an arterial road (West Mary St) with nearby access to K7. If Zimmerman continues with the purchase of the property following the tax credit results, the four acres would need to be rezoned to R3, while retaining the remaining 10.5 acres at B-3.

Financial Consideration: The proposed purchase price is \$609,840 for approximately four acres. The subject property is on the western edge of the 14.5 acre parcel, leaving approximately 10.5 acres closer to K7 remaining for potential commercial development. The City purchased Town Center for \$2.15 million dollars. If approved, The City will have sold \$1,044,840 of the Town Center property, with an additional 23.5 acres remaining for development.

The proposed buyer is not requesting any tax abatements and would be fully on the tax rolls immediately. Depending on the final appraised value of the property, we anticipate it generating \$12,500-\$25,000/year in property taxes annually. We also anticipate the complex to generate about \$1,000/month in sewer fees.

Action: Authorize Mayor McNeill to sign land sale contract for four acres in Town Center.

COMMERCIAL AND INDUSTRIAL REAL ESTATE SALE CONTRACT

I. PARTIES: This contract ("Contract") is made by and between **City of Lansing Kansas** ("Seller") and **Zimmerman Properties Development, LLC and / or assigns** ("Buyer") and is effective as of the date and time of acceptance on the signature page of this Contract (the "Effective Date").

PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate that is located in **Lansing, Leavenworth**, County, **Kansas**, consisting of **approximately 4.00 (+-) acres, more or less. Buyer and Seller will mutually agree on the location and size of the property to be sold. See Attached "Exhibit A" location to be determined by mutual consent:**

LEGAL ON SURVEY TO GOVERN

3. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in paragraph 8 of this Contract), and the existing leases, contracts and agreements disclosed by Seller to Buyer pursuant to paragraph 19 of this Contract.

4. PURCHASE PRICE: The purchase price is **SIX HUNDRED NINE THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO/100'S (\$609,840.00)** which Buyer agrees to pay as follows: Earnest Money in the amount of **TWENTY-FIVE THOUSAND DOLLARS AND NO/100'S (\$25,000.00)** as "Earnest Money" which is to be deposited within ten (10) days of execution of this Contract in the insured trust or escrow account of **Kansas Secured Title - Northeast Kansas 901 NE. River Road, Topeka KS, 66616 Attn: Greg Haehl - President.** ("Escrow Agent") as part of the consideration of the sale; the balance to be paid in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for prorations, closing costs and other agreed adjustments.

Furthermore, upon mutual execution of this Real Estate Contract, Buyer shall pay a **ONE THOUSAND DOLLAR (\$1,000.00)** Consideration fee. This consideration fee shall be considered earned, nonrefundable, credited to the Purchase Price at Closing, and immediately released to the Seller. Furthermore, if contract is not terminated by Buyer on or before **July 15, 2023**, Buyer shall pay a **ONE THOUSAND (\$1,000.00)** Consideration Fee considered earned, nonrefundable, credited to Purchase Price at Closing, immediately released to the Seller.

5. CLOSING DATE: Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of the Title Company (as hereinafter defined) or such other place as the parties mutually agree on the **November 30 2023**, or prior thereto by mutual consent, and possession shall be delivered at Closing.

6. EXISTING FINANCING: Seller shall make any payments required on existing mortgages or deeds of trust until Closing.

7. PRORATIONS: The rents, income and expenses from the Property shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments assessed for or attributable to the years prior to the calendar year of Closing. All such taxes and installments of special assessments assessed for or attributable to the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, proration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

8. TITLE INSURANCE: Seller shall deliver to Buyer within a reasonable time after the Closing an owner's **Kansas** Standard Policy (the "Owner's Policy") insuring good and indefeasible title to Buyer in the amount of the purchase price as of the time and date of recordation of Seller's General Warranty Deed, subject only to the Permitted Exceptions defined below. The Owner's Policy shall not contain any exception for mechanic's liens or claims of mechanic's liens or for parties in possession and Buyer herein objects to any such exceptions. Seller shall, as soon as possible and not later than ten (10) days after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the Owner's Policy (the "Title Commitment"), the cost of said commitment shall be paid by Buyer issued through a title insurance company acceptable to Buyer and authorized to issue title insurance in the state in which the Property is located (the "Title Company"), together with complete and legible copies of all documents and instruments, including plats and surveys (the "Exceptions Documents") creating exceptions to title in the Title

Commitment. Buyer shall have until thirty (30) days after receipt of the Title Commitment, Exception Document and the Survey (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). Within thirty (30) days after receipt of Buyer's objections, (the "Cure Period") Seller shall either: (i) cure all such matters objected to by Buyer and notify Buyer in writing that the same have been cured; or (ii) provide such evidence as is reasonably satisfactory to Buyer and the Title Company that all such matters will be cured on or before the Closing in order that the Title Company may, as of the Closing, issue the Owner's Policy subject only to the Permitted Exceptions; or (iii) notify Buyer in writing that Seller elects not to cure one or more of the matters objected to by Buyer. In the event Seller elects not to cure Buyer's title objections and notifies Buyer that the same have been cured or provide evidence reasonably satisfactory to Buyer and the Title Company that Buyer's title objections will be cured on or before the Closing, then Buyer shall have the right to terminate this Contract by giving Seller written notice of termination at any time after expiration of the Cure Period and prior to the Closing. In the event Buyer terminates this Contract in accordance with this paragraph 8, the Earnest Money will be returned to Buyer and the parties shall be relieved of their respective rights and obligations set forth in this Contract. In the event Buyer does not terminate this Contract during said thirty (30) day period, Buyer shall be deemed to have elected to waive its title objections and accept title subject to the matter reflected in the Title Commitment and not cured by Seller. If Seller fails to completely perform, in a timely manner, all of the obligations and requirements of Seller set forth in the terms and conditions of this paragraph 8, Buyer, at Buyer's sole option, may terminate this Contract by giving notice to Seller as provided herein, in which event the Earnest Money shall be immediately returned to Buyer and thereafter this Contract shall be null and void and of no further force or effect.

9. **DUE DILIGENCE INSPECTION.** Buyer shall have reasonable access to the Property for the purpose of inspecting its physical condition and performing other investigations of the Property and the suitability and feasibility of the Property for Buyer's proposed use. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections, and such other inspections as Buyer may reasonably determine are necessary or desirable, performing development planning, engineering, feasibility and other studies, reviewing applicable state, federal and local laws, reviewing all leases, contracts and agreements affecting the Property, and performing such other tests, reviews and investigations and obtaining such approvals as Buyer deems necessary or appropriate. Buyer shall indemnify and hold Seller harmless from and against any and all loss, cost, expense and liability arising out of Buyer's due diligence investigation of the Property; provided, however, that Buyer shall not be responsible for any existing conditions on the Property. All inspections and investigations shall be at Buyer's expense. At all times prior to the expiration of the Inspection Period (as hereinafter defined), Seller shall allow Buyer and its counsel, accountants, or other representatives to have full access during reasonable hours to the Property, subject to the rights of any tenants of the Property, and Seller shall furnish Buyer with all information in his possession concerning the physical condition or financial aspects of the Property as Buyer may reasonably request. Buyer's obligations under this Contract are contingent upon these inspections and investigations revealing that the physical condition and other aspects of the Property are satisfactory to Buyer, in Buyer's sole opinion. If Buyer is not satisfied with the physical condition or other aspects of the Property, Buyer may elect to terminate this Contract, provided that this election must be made by written notice to Seller prior to **November 30th, 2023** (the "Inspection Period"). If Buyer elects to terminate this Contract within this time period, the Earnest Money shall be returned to Buyer and this Contract shall be null and void. If, however, Buyer does not elect to terminate this Contract within this time period, the contingency stated in this paragraph shall have been waived by Buyer and Buyer shall be obligated to proceed with the Closing of this transaction and to accept the Property in the condition existing at the Effective Date, ordinary wear and tear excepted.

10. **REAL ESTATE BROKER:** Seller and Buyer agree that **SVN / The Hurst Company, LLC**, is only real estate brokers negotiating this sale, and **Seller** agrees to pay **SVN / The Hurst Company, LLC**, a real estate commission at closing per the terms of the listing agreement between the Seller and Broker. Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph 10, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including, without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph 10 shall survive Closing or termination of this Contract.

Seller and Buyer acknowledge that real estate licensees involved in this transaction may be functioning as an agent of the Seller, agents of the Buyer, or Transaction Brokers. Licensees functioning as an agent of the Seller, "designate or not", have a duty to represent the Seller's interest and will not be the agent of the Buyer. Information given by the Buyer to an agent for the Seller will be disclosed to the Seller. Licensees functioning as an agent of the Buyer, "designated or not", have a duty to represent the Buyer's interest and will not be an agent of the transaction broker are not agents for either party and do not advocate the interest of either party. Seller and Buyer acknowledge that the Real Estate Brokerage Relationships Brochures have been furnished to them.

Listing Company: SVN / The Hurst Company, LLC is functioning as: X Seller's Agent
 ___ Designated Seller's Agent (Supervising Broker acts as Transaction Broker: ___ Transaction Broker

Selling Company: SVN / The Hurst Company, LLC are functioning as: X Seller's Agent ___
 Designated Seller's Agent (Supervising Broker acts as Transaction Broker) ___ Buyer's Agent ___
 Designated Buyer's Agent (Supervising Broker acts as Transaction Broker) ___ Transaction Broker

11. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver to the Title Company to hold in escrow a General Warranty Deed and all other documents and funds reasonably necessary to complete the Closing. The General Warranty Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow with the Title Company a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the General Warranty Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust relating to Buyer's financing have been recorded and the Title Company can issue the Owner's Policy containing only the Permitted Exceptions on Schedule B thereof.

12. INSURANCE; MAINTENANCE: Seller agrees to maintain Seller's liability coverage insurance, if any, on the Property until Closing. Seller shall perform all ordinary and necessary maintenance, upkeep and repair to the Property to maintain it in its present condition through Closing.

13. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

14. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract or upon failure of any contingency or condition precedent, Buyer shall not be entitled to an immediate return of the Earnest Money deposit, unless Seller was the party in default, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

15. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of paragraph 16 of this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisitions of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money shall be returned to Buyer upon written demand.

(b) If Buyer defaults, Seller may retain the Earnest Money as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's

breach, and that the Earnest Money represents as fair an approximation of such actual damages as the now determine).

If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the nondefaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the nondefaulting party in connection with the default.

16. DISPOSITION OF EARNEST MONEY AND OTHER FUNDS AND DOCUMENTS: In the absence of written escrow instructions, and notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money, the Escrow Agent shall not distribute the Earnest Money or other escrowed funds or documents, once deposited, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow Agent or Title Company shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent or Title Company, if different, within ten (10) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent or Title Company, as applicable, for return or forfeiture of the Earnest Money, other escrowed funds or documents within ten (10) days after receiving written notice of cancellation of this Contract, shall constitute consent to distribution of all funds and documents deposited with the Escrow Agent or Title Company as suggested in any such certified letter or written demand.

17. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to paragraph 16 of this Contract) shall be in writing and shall be served by either electronic facsimile transmission (if receipt is verified and a signed copy is promptly mailed), by hand delivery, by prepaid United States certified mail, return receipt requested, or by reputable overnight delivery service guaranteed next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the date of transmission (in the case of electronic facsimile transmission), upon the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

19. EXISTING LEASES AND CONTRACTS. Within ten (10) days after the Effective Date of this Contract, Seller shall deliver to Buyer true and complete copies of (i) all existing leases and other contracts and agreements which do or will materially affect the use, ownership, operation or management of the Property (excluding any documents evidencing exceptions to title referenced in the Title Commitment), (ii) statements of income and expenses relating to the operation of the Property for the past two (2) years, (iii) a rent roll showing rent due and rent paid under all existing leases covering the past two years, and (iv) utility bills for the past year. At that time, Seller shall certify to Buyer in writing that the documents so delivered do constitute true, complete and accurate copies of all existing leases, contracts, agreements, and other items required to be delivered under this paragraph. If, in Buyer's sole judgment, the existing leases, contracts, agreements, or other items are unsatisfactory, Buyer shall have the right to terminate this Contract by written notice given to Seller on or prior to the end of the Inspection Period, in which event the Earnest Money shall be refunded to Buyer and neither party shall have any further liability under this Contract, and this Contract shall be null and void. If, however, Buyer does not elect to terminate this Contract during the specified time period, this right of termination shall have been waived by Buyer. On or before the date of Closing, Seller shall (a) confirm to Buyer that there exists no default under any of the leases, tenancies, contracts or agreements for all or any portion of the Property by Seller, as landlord or otherwise, and (b) use its best efforts to furnish to Buyer customary estoppel certificates from each tenant which shall include, without limitation, confirmation from each tenant with respect to the lease and income and expense information supplied by landlord with respect to that tenant, and confirmation that such tenant holds no unrecorded deeds, contracts, or options to purchase the Property, has no unilateral right to renew an existing tenancy, is not entitled to any abatement or reduction of rent or right of set-off against rents, and is not entitled to any performance by Seller as landlord of any construction or other service. At Closing, Seller shall assign to Buyer all of Seller's rights to all leases affecting the Property together with the other contracts or agreements which Buyer elects to have assigned and, without limiting the representations of Seller set forth herein, Buyer shall assume the Seller's responsibilities under such leases and contracts arising after the effective date of such assignment. At closing, Buyer shall receive a credit against the Purchase Price for all security deposits provided for under any lease affecting the Property.

18. **SURVEY.** Buyer may obtain, at its sole expense, a current survey of the Property prepared and Buyer by a surveyor licensed in the state in which the Property is located. If it elects to obtain a survey, Buyer may require, among other things, that the certificate of survey be in accordance with the Minimum Standard Detail requirements for ALTA/ACSM Land Title Surveys, contain a legal description of the Property and identify the boundaries of the Property, the dimensions thereof, the location and dimensions of any improvements on the Property, the location and dimensions of all recorded easements on the Property, the location and dimensions of all easements, rights-of-way, driveways, roads, power lines, fences and encroachments on the Property which are observable from a visual inspection of the Property, and access to public roads or rights-of-way. If upon receipt of the survey, Buyer has any objection to a matter shown therein which affects or could affect the Property or Buyer's use of the Property, including, without limitation, objections to the legal description, size, dimensions or location of Property, Buyer shall have until expiration of the Inspection Period to notify Seller of said objection(s) in writing and Seller shall have Thirty (30) days (the "Survey Cure Period") to correct such matters to Buyer's satisfaction. If Seller elects not to correct such matters to Buyer's satisfaction prior to the expiration of the Survey Cure Period, Buyer shall have the right to terminate the Contract by written notice given to Seller on or prior to the date of Closing, in which event the Earnest Money shall be refunded to Buyer and neither party shall have any further liability under the Contract.

20. **EARNEST MONEY DEPOSIT.** To the extent permitted by applicable law, Seller and Buyer hereby direct the Escrow Agent to place the Earnest Money and other funds deposited with it at the execution of this Contract in an interest-bearing account. All interest and other earnings on the funds so placed shall become part of the Earnest Money deposit and shall be disposed of as called for in this Contract in the same manner as the funds originally deposited. The cash payment due at Closing shall be reduced by the amount of any interest or other earnings on the Earnest Money deposit that are paid to or accrue for the benefit of Seller.

21. **ESCROW FEES** Buyer shall pay escrow fees charged by the Title Company for handling the closing of this transaction.

22. **RECORDING AND CLOSING COSTS.** Buyer shall pay for all fees and expenses in connection with Buyer's financing, if any, including, without limitation, all mortgage registration taxes and recording fees. Seller shall pay for all recording fees and other costs in connection with the release of any liens on the Property which are not Permitted Exceptions. Buyer shall pay for the Title Commitment and the Owner's Policy described in paragraph 8. Except as otherwise set forth in this Contract, all other Closing costs, including, without limitation, miscellaneous recording fees which are not addressed above and escrow fees shall be paid by Buyer.

23. **CONDITIONS.** The obligations of Buyer to close this transaction and to complete the purchase and pay the purchase price are subject, without limitation, to the following conditions precedent being in effect or complied with on the Closing Date, and Seller agrees that it will use its best efforts to cause such conditions to be in effect or complied with on such date: (i) no materially adverse change shall have occurred with respect to the condition or operation of the Property between the date hereof and the Closing date; and (ii) no part of the Property shall be subject to any pending or threatened condemnation or public taking.

24. **CONTINGENCIES.** The obligations of Buyer to close this transaction and to complete the purchase and pay the purchase price are subject, without limitation, to satisfaction of the following contingencies on or before **November 30th, 2023**: (i) Buyer obtaining low income housing tax credits in an amount acceptable to Buyer, in Buyer's sole discretion, from the **Kansas Housing Resources Corporation**; If buyer does not receive low income housing tax credits than this contract becomes null and void, (ii) Seller assisting Buyer in obtaining approval of a Re-Plat of the Property, if needed; (iii) Seller assisting buyer in obtaining approval of a site or final plan of the Property; (iv) Buyer verifying that there is adequate water, sewer, storm sewer, water detention, electricity, gas and other required utilities to the Property in a size and capacity necessary to adequately service Buyer's proposed **apartment development**; (v) Seller assisting Buyer in obtaining adequate zoning approval to allow for Buyer's apartment development if needed, (vi) Seller assisting Buyer in obtaining a "Support Resolution" from the city in favor of said apartments development, and (vii) Buyer having obtained all necessary approvals from governmental authorities having jurisdiction, including zoning, rezoning, site plan or development plan approval, plat approval, lot split, subdivision or similar matters, permitting Buyer to use the Property for an **apartment development**. In the event the contingencies set forth above have not been satisfied on or before **November 30th, 2023**, Buyer may, at its option, terminate this agreement in writing and the earnest money deposit shall be returned to Buyer, or waive this contingency and proceed with the closing. Furthermore, Buyer agrees to

keep Seller notified of the progress of each of these milestones listed above. If it is found that one of the milestones listed above cannot be met, Buyer shall immediately notify Seller of this issue and this contract shall be deemed cancelled and become null and void.

25. INCLUDED PROPERTY. The Property sold and to be conveyed hereunder shall include the following: (i) all those certain plots, parcels or tracts of land referred to in Exhibit "A" attached hereto and made a part hereof, together with all right, title and interest of Seller in and to all rights, privileges, servitudes and appurtenances thereto belonging or appertaining, including without limitation streets, alleys and rights of way adjacent thereto.

27. NO OTHER BROKERS. Except as provided in paragraph 10 of this Contract, Seller and Buyer each hereby represent and warrant to the other that no other brokers or agents are due any commissions from or relating to the closing of this transaction and each party hereby indemnifies and agrees to hold the other harmless against and from all claims asserted by any others for any such commission or fee.

28. COVENANTS PENDING CLOSING. From the Effective Date until the Closing, Seller agrees as follows:

A. Seller shall advise Buyer in writing of any material changes known to the Seller to information provided and representations and warranties made to Buyer pursuant to the terms and conditions of this Contract.

B. Seller shall not make application for any building permits, use permits or zoning variances from any governmental authority with respect to the Property without Buyer's prior written consent.

C. Subject to the indemnity clause in paragraph 9, Seller shall allow Buyer to enter the Property and to inspect or cause to be inspected the condition of the Property, at any time or times from the Effective Date to and including the Closing, such inspections to be made during reasonable hours.

D. Seller will not incur any new lease or obligation or enter into or alter, amend, or modify any lease, contract or commitment relating to the Property without Buyer's prior written consent.

29. DAMAGE BY CONDEMNATION. If before the Closing Date, the Property or any part thereof are taken or are threatened to be taken by condemnation or other eminent domain proceedings, Seller will immediately give written notice thereof to Buyer and Buyer shall have the option to cancel this Contract by written notice to Seller within ten (10) days after the date of the Seller's notice to Buyer of such event. If so canceled, Buyer and Seller shall be released from all obligations to each other under this Contract; in which event, the Earnest Money shall be promptly returned to Buyer. If Buyer shall not cancel this Contract, Buyer shall purchase the Property without reduction in Purchase Price, in which event Seller shall assign to Buyer at closing all of Seller's rights to any condemnation proceeds payable as a result of such condemnation.

30. REPRESENTATIONS. Seller represents and hereby warrants to Buyer that as of the Effective Date:

A. To the best of Seller's knowledge, the Property complies with all city, county and state laws, ordinances, conditions and regulations applicable to the ownership and operation thereof, including, without limitation, all applicable zoning laws and environmental laws and all amendments and regulations thereto.

B. There is no litigation at law, in equity or in proceedings before any commission or other administrative authority, or any governmental investigation, pending or, to the knowledge of Seller, threatened against or affecting the Property or Seller's interest in the Property.

C. Seller is not aware of any rezoning or condemnation proceedings or contemplated rezoning or condemnation proceedings affecting all or any part of the Property or any property adjacent to the Property.

D. Buyer hereby acknowledges that the land is subject to current and future special assessments. Buyer has had the opportunity to determine the amounts of current or future special assessments concerning the Lots prior to the execution hereof, and Buyer hereby releases Seller of an obligation to inform Buyer concerning the special assessments.

delivers this Contract and all documents to be delivered to Buyer hereunder is and shall be duly authorized to do so.

F. There are no unrecorded leases that effect the Property.

G. No representation or warranty by Seller in this Contract and no statement or certificate furnished or to be furnished by Seller pursuant hereto or in connection with the transaction contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

Seller covenants that all of Seller's representations contained in this Contract shall remain true as of the date of Closing, shall survive the Closing with an effective date as of the Closing Date, and shall not be merged with the title conveyed to Buyer or any document executed in connection with this transaction.

31. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addendums hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

32. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn or (ii) January 20, 2023.

33. Vaughn C. Zimmerman is a licensed real estate Broker in the State of Kansas and a principle in Zimmerman Properties Development, LLC.

35. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT

IN WITNESS WHEREOF, Seller and Buyer execute this Contract on the date(s), and at the time(s), indicated below their respective signatures.

BUYER

Zimmerman Properties Development, LLC
and or assigns

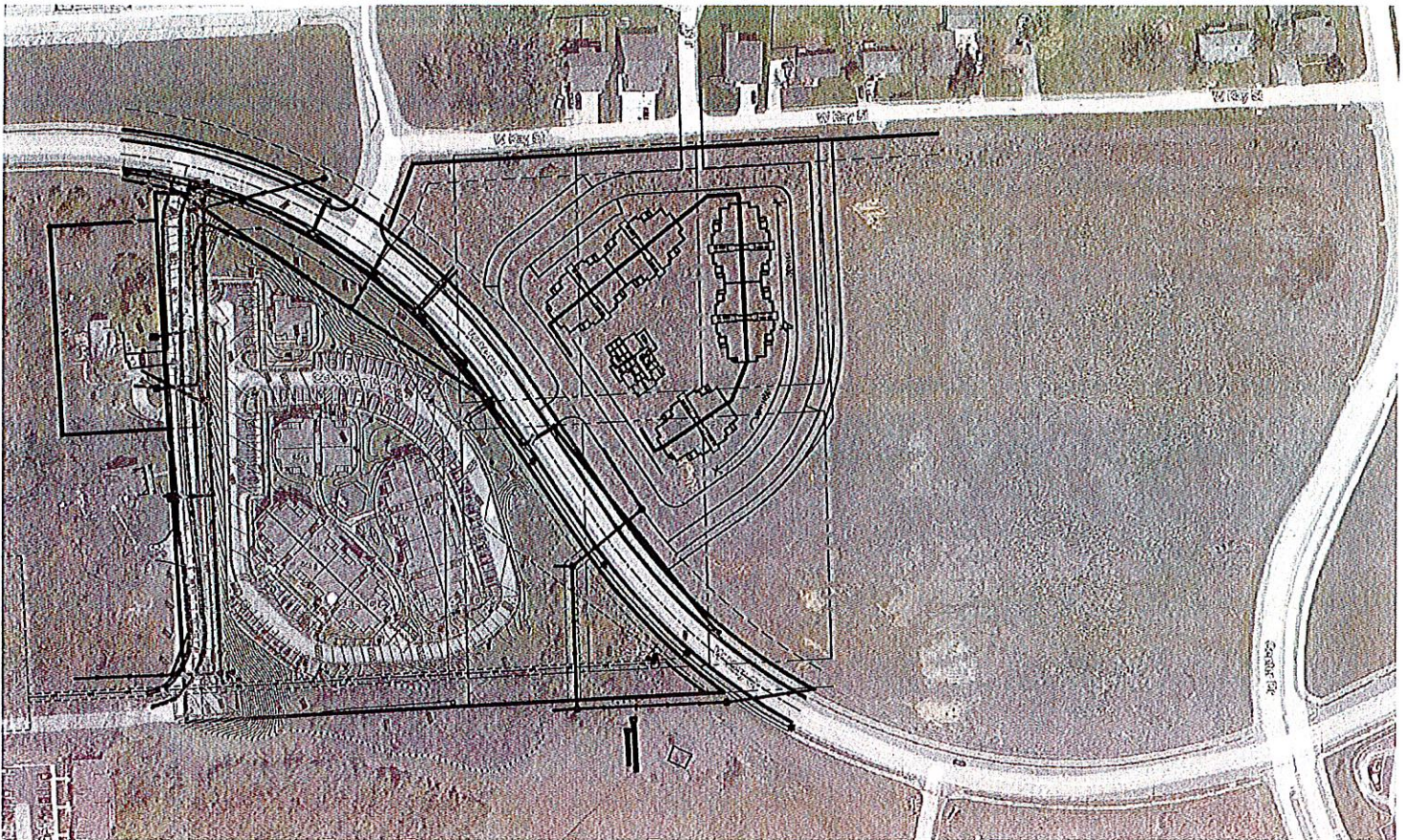
By: [Signature]
Print Name: Justin M. Zimmerman
Title: member
Date: December 15, 2022 Time: 2:00 p.m.
Mailing Address: 1329 E. Lark St.
Springfield, MO 65804
Telephone: (417) 883-1632
Fax: (417) 883-643
Email: jzimmerman@wilhoitproperties.com
imcdonald@wilhoitproperties.com
("Buyer")

SELLER

City of Lansing Kansas

By: _____
Print Name: _____
Title: _____
Date: _____ Time: _____
Address: 800 First Terrace
Lansing, KS 66224
Telephone: _____
Fax: _____
Email: _____
("Seller")

EXHIBIT A / +/- 4 ACRES



AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: January 3, 2023
SUBJECT: Executive Session – Economic Development

Executive Session will be called for a period of 15 minutes to review Economic Development activities pursuant to the discussion of confidential data relating to the financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorship, K.S.A. 75-4319(b)(4).

AGENDA ITEM

City Administrator's Report

January 5, 2023

Agenda Items:

Dr. McGrath will be present and update the City Council on the 2022 pay study.

The Leavenworth County Humane Society reached out to the City about assistance in order to remain open. Enclosed in the City Council materials are information and data from the LCHS.

The Lansing Police Department put out bids to three vendors for the purchase of a Dodge Durango Police package vehicle. The low bid came from Main Street Chrysler Dodge Jeep Ram of Lansing at \$41,260. This cost does not include upfitting. We replaced three police vehicles last year, two due to regularly scheduled replacement and an additional vehicle when a squad car was totaled in February.

The Administration Department solicited bids to replace the 2005 Ford Econoline van. Based on Council feedback, we sought out prices for used vehicles, as well as a bid for new vehicles. It is possible the used vehicles listed in the agenda materials are no longer on the market by the time the Council meeting begins, but we felt they give perspective to the price difference between preowned trucks and new trucks. Based on the negligible difference between new and preowned vehicles, staff is recommending approval of the Ram 1500 from MainStreet Chrysler Dodge Jeep Ram of Lansing for \$38,015. This does not include the upfitting cost.

An agreement for professional engineering services with Waters Edge Aquatic Design, LLC is on the agenda for Thursday night. The total amount of engineering and design services for the facility totals \$658,751 for schematic design, design development, construction documents, bidding, and construction administration. Funds for engineering can come from the Special Parks & Recreation Fund, and the special sales tax once it begins on July 1, 2023. Mr. Jeff Bartley from Waters Edge will be present to answer any questions from the governing body.

A proposed land sale contract for \$609,840 for approximately four acres on the western side of Lot 1 in Town Center is on the agenda Thursday night. Zimmerman is proposing the construction of 50 units. The property would remain contingent until Zimmerman Properties learns of their request for tax credits with the State of Kansas. The property would eventually need to be rezoned from B3 to R3. The property will not receive any tax abatements and would be fully on the tax rolls immediately. The City would have approximately 23.5 acres remaining in Town Center for commercial development. Jeff Beckler will be present to address any questions from the Council.

Parks & Recreation:

The contractor for Bernard Park is currently slated to be complete in mid-January. The focus now is wrapping up the building and constructing the batting cage. Our consultant is working on a punch-list of things for the contractor to wrap up before final completion. It is the City's intention to play sports at KBP in the summer of 2023; however, to give additional time for the turf to establish, we may have practices at City Park but then have games at Bernard Park.

Library:

The library is starting off the year with the launch of an "All-In-One" library app called myLIBRO. This enhancement is expected to aid our patrons in using library services and have access to the library's activities calendar. They will be able to receive notifications straight to their devices when they have items waiting, schedule curbside pick-ups for items that are ready to be picked up, renew items, and place holds through the app, and so much more. We will hold myLIBRO trainings to acquaint patrons with the new app in during the 2nd week of January.

Public Works:

The final lanes (free flow southbound right turn, westbound receiving lane, two northbound left turn lanes) can be reopened once the retaining wall in front of QuikTrip is completed. Work on the southern islands for the K7/Eisenhower intersection is wrapping up. Work on the light controller should take place shortly, with the final asphalt overland and pavement markings taking place in early spring 2023. All businesses have had accessibility throughout the duration of the project. The intersection will vastly improve the flow of traffic and make the intersection safer for motorists.

Linaweaver Construction began work on the northern Town Center detention pond on December 5th. As a safety measure, a portion of the sidewalk was closed to pedestrians. A tentative completion date for this project is set for January 9th, 2023.

Clearwave Fiber has been issued 14 permits within Lansing, and an additional four KDOT permits to conduct work in the right-of-way. Clearwave is in the process of planting grass in some areas, with additional seeding likely to take place over the next couple of months. AT&T has been issued six permits, and one KDOT permit to work in the right-of-way. AT&T will likely continue working in Lansing in 2023 and perhaps beyond. AT&T has also stated they will cease installation of the above ground utility boxes in front yards but may still install in rear utility easements. Moving forward, AT&T will utilize at-grade utility boxes, also known as flowerpots. No permits will be released from bonds until soil restoration has been accepted.

Work is scheduled to begin on the Southfork pipe repair in January 2023, with completion tentatively scheduled for May 2023.



City of Lansing
800 First Terrace
Lansing, Kansas 66043

The City is again working with KDOT to replace the plain green signage along K7 with wayfinding signs directing drivers to City Hall, the library, Lansing High School, etc.

Community & Economic Development:

We anticipate Family Eye Care to open in early January.

Work has begun on the townhomes at Fairlane and Santa Fe. The completion date for the 14-unit townhome complex is tentatively scheduled for the summer of 2023.

Discussions are beginning at LCDC regarding the sites of future industrial parks in Leavenworth County. These discussions could be expedited if the existing parks in the area are filled soon. Completion of the sewer line toward McIntyre could make that site appealing, or even construction to the southern edge of the property to begin, as we discussed in the summer. As the discussions progress, staff will keep the Council abreast of the industrial park search.

YTD Sales Tax Update:

	2021 Year End	2022 Year End	Difference
Local Sales & Use Tax (1.45%)	\$1,855,391	\$2,152,908	\$297,517, 16.04%
County Sales Tax	\$1,007,216	\$1,019,942	\$12,726, 1.26%
County Use Tax	\$314,071	\$374,361	\$60,290, 19.2%
Guest Tax	\$200,109	\$93,460	-\$106,648, -53.29%

Through the final disbursement, the .45% sales tax has generated \$667,401. The 2022 debt payment for DeSoto Road was \$388,075. This left \$279,326 toward park improvements this year.

Final valuations were completed, and the County recently sent us our finalized mill levy of 36.448. Based on the final mill levy, property taxes on a \$300,000 home would be \$1,257.46, a decrease from \$1,415.57 last year (41.031 mills). One mill in Lansing currently generates \$109,171.72.

Wastewater:

Three of the four easements needed for the Town Center Sewer Replacement project have been negotiated and signed. The final parcel is involved in a probate case and contact with the property owners has been limited. One of the family members is in the process of purchasing the property. 100% plans, specifications, and permitting are complete. The latest engineering estimate totals \$900,000, which would be paid from the Wastewater Utility Fund. The City Council approved staff to advertise the project for bids, which will occur in the fall of 2023.

In the coming weeks, pending weather, the gas line that conflicts with the McIntyre Sewer Interceptor project will be excavated and surveyed. There is a question about how owns the gas line and its exact size. Once this information has been gathered, legal counsel will prepare appropriate documents to send to the pipeline's owner. 90% plans for this project have been reviewed by staff and returned to the design engineer. The next step for the project is to acquire easements or permission from landowners to perform Geotech work to refine the cost estimate. This project will extend sewers to McIntyre Road and include the installation of nearly 9,500 feet of pipe.

Meetings & Announcements:

The City currently has an opening on the Parks & Recreation Advisory Board and multiple openings on the Building Trade Board of Appeals and Plumbing Trade Board of Appeals.

We will be hosting a going away party for Community & Economic Development Director Matt Schmitz on Thursday, January 19th from 3pm-5pm in the Community Center. Please be sure to attend and wish Matt well before he departs for Iowa!

The City currently has openings for Director of Community & Economic Development, Police Officer I/II, and Parks & Recreation Laborer.

- Thursday, January 5th City Council Meeting, 7:00pm, City Hall
- Monday, January 16th Martin Luther King Jr. Day, City Offices Closed
- Wednesday, January 18th Planning Commission Meeting, 7:00pm, City Hall
- Thursday, January 19th City Council Meeting, 7:00pm, City Hall
- Thursday, January 26th City Council Work Session, 7:00pm, City Hall
 - Town Center Roadway/Island Design Feedback
 - Potential Discussion with Humane Society
- Thursday, February 2nd City Council Meeting, 7:00pm, City Hall
- Wednesday, February 15th Planning Commission Meeting, 7:00pm, City Hall
- Thursday, February 16th City Council Meeting, 7:00pm, City Hall
- Monday, February 20th President's Day Holiday, City Offices Closed
- Thursday, February 23rd City Council Work Session, 7:00pm, City Hall
 - Review Capital Improvement Plan

Sincerely,

Tim Vandall