

# **CITY COUNCIL REGULAR MEETING**

Council Chambers, 800 1st Terrace, Lansing, KS 66043 Tuesday, June 17, 2025 at 7:00 PM

# AGENDA

CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

ROLL CALL

#### **OLD BUSINESS**

- 1. Approval of Minutes
- **AUDIENCE PARTICIPATION**

### PRESENTATIONS

#### NEW BUSINESS

- 2. Appointment of Board of Zoning Appeals Member
- 3. 2026-2029 Independence Day Celebration RFP
- 4. Online Permitting System Purchase
- 5. Resolution B-6-2025 Fairlane Town Homes Phase II RHID

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

- 6. Fire Reports May 2025
- 7. Library Report May 2025
- 8. Fleet Report
- 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 <u>https://www.lansingks.org</u>. 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: June 10, 2025 SUBJECT: Approval of Minutes

The Regular Meeting Minutes of June 5, 2025, are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of June 5, 2025, as presented.

# AGENDA ITEM # 1

## **CITY OF LANSING**

#### **CITY COUNCIL MEETING**

#### 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 Kevin Gardner Ward 2: Don Studnicka and Jake Kowalewski Ward 3: Kerry Brungardt and Jesse Garvey Ward 4: Dan Clemons and Pete Robinson

**REGULAR MEETING MINUTES** 

June 5, 2025

#### **Councilmembers Absent:**

## OLD BUSINESS:

The Regular Meeting minutes of May 15, 2025, were provided for review.

Councilmember Clemons made a motion to approve the Regular Meeting Minutes of May 15, 2025, as presented. Councilmember Kirby seconded the motion.

Roll Call Vote: Aye: Councilmembers Gardner, Kirby, Kowalewski, Garvey, Robinson, Clemons, Brungardt and Studnicka,; Nay: none; Abstain: none; Absent: none; The motion was approved.

#### Audience Participation:

Paul Cromer – 23916 131st St Leavenworth, KS

- Thanked staff for making the Planning Commission and Zoning meeting available on the City's YouTube page.
- Other requests made included:
  - the City work sessions are posted to the City's YouTube page.
  - o City emails established for the BZA and Planning Commission members

#### Presentations:

#### **COUNCIL CONSIDERATION OF AGENDA ITEMS:**

#### Library Board Appointment

Jeanne Im applied for an appointment to the Lansing Community Library Board to serve a four (4) year term ending on April 30, 2029.

Staff recommended a motion for approval of the appointment.

Councilmember Brungardt made a motion to approve the Lansing Community Library Advisory Board appointment of Jeanne Im to a term ending on April 30, 2029. Councilmember Clemons seconded the motion.

Roll Call Vote: Aye: Councilmembers Gardner, Kirby, Kowalewski, Garvey, Robinson, Clemons, Brungardt and Studnicka,; Nay: none; Abstain: none; Absent: none; The motion was approved.

Streambank Stabilization SevenMile Creek tributary (Center Drive Sewer)

While the contractor is currently mobilized for the Centre Drive Sanitary Sewer Project, the City has the opportunity to affect some improvements by adding soil stabilization to the streambank of the tributary to SevenMile Creek. This condition continues to deteriorate over time, and placing Rip-Rap armor at the outfall of the box culvert as well as on the streambank will help to slow the degradation of the channel.

Staff recommends approving the price quote from Linaweaver construction to provide rip-rap armor to stabilize the streambank of the tributary to SevenMile Creek.

Councilmember Brungardt made a motion to accept the price quote of \$125 per ton for 235 tons installed Rip-Rap as streambank stabilization along the tributary of SevenMile Creek for a total price of \$29,375.00. Councilmember Clemons seconded the motion.

Roll Call Vote: Aye: Councilmembers Gardner, Kirby, Kowalewski, Garvey, Robinson, Clemons, Brungardt and Studnicka,; Nay: none; Abstain: none; Absent: none; The motion was approved.

#### **Riverbend Heights RHID Public Hearing Resolution**

The City Council will conduct a public hearing in accordance with K.S.A. 12-5245 to consider the establishment of a Reinvestment Housing Incentive District (RHID) and the adoption of the associated Development Plan for Riverbend Heights. The District encompasses approximately 146 acres southwest of McIntyre Road and 131st Street, with the intent to support public infrastructure improvements associated with approximately 417 single-family homes. In accordance with state law, the resolution:

- (1) declares the City's intent to establish the District;
- (2) adopts a development plan for housing and public facilities within the District;
- (3) sets July 17, 2025, as the date for a public hearing on the matter; and
- (4) directs notice of that public hearing to be published and delivered to Leavenworth County, Lansing USD 469, and the City's Planning Commission.

Staff recommends to adopt Resolution B-5-2025.

Discussion occurred.

Councilmember Robinson made a motion to approve the adoption of Resolution B-5-2025, calling for a public hearing on July 17, 2025. Councilmember Clemons seconded the motion.

Roll Call Vote: Aye: Councilmembers Gardner, Kirby, Kowalewski, Garvey, Robinson, Clemons, Brungardt and Studnicka,; Nay: none; Abstain: none; Absent: none; The motion was approved.

#### **REPORTS:**

#### Department Heads: None

City Attorney: Nothing to discuss.

#### **City Administrator:**

• Update on light at K-7 and Mary St. Discussion continued between Public Works Director Michael Spickelmier and Councilmember Garvey. • Pool ribbon cutting tentatively scheduled for Saturday, June 14, 2025. Discussion continued regarding pool passes.

#### **Governing Body:**

Councilmember Gardner:

• Thanked City Administrator Vandall and Finance Director Beth Sanford for their quick responses to emails.

Councilmember Kirby:

• Acknowledged Director Spickelmier for taking the time to answer questions.

Councilmember Kowalewski:

• Thanked City Administrator Vandall for his quick responses and to the Library Board Volunteer.

Councilmember Garvey:

• Thanked the Library Board volunteer Jeanne Im.

Councilmember Robinson:

• Promoted the idea of school and town spirit as is being done in neighboring cities.

Councilmember Clemons:

• Withdrew candidacy as he will be moving, but will, at the City's request, still be serving on the Port Authority.

Councilmember Brungardt:

- Recognized Councilmember Clemons and that he will be missed.
- Likes the idea of promoting the school and city spirit.
- Thanked the Library volunteer.

Councilmember Studnicka:

- Congratulated Library volunteer Jeanne Im.
- Question on Valley Dr underwater during the last rain event. Discussion continued with City Administrator Vandall.

#### ADJOURNMENT:

Councilmember Studnicka made a motion to adjourn. Councilmember Brungardt seconded the motion.

Roll Call Vote: Aye: Councilmembers Gardner, Kirby, Kowalewski, Garvey, Robinson, Clemons, Brungardt and Studnicka,; Nay: none; Abstain: none; Absent: none; The motion was approved.

The meeting was adjourned at 7:23 PM.

#### ATTEST:

City Clerk Tish Sims, CMC

# AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Joshua Gentzler, Director of Community & Economic Development
DATE: June 6, 2025
SUBJECT: Appointment of Board of Zoning Appeals Member – Allen

*Overview:* The Lansing Unified Development Ordinance requires that the Board of Zoning Appeals be available for the appeal process to administer the following matters regulated by the UDO:

- 1) Appeals of administrative decision;
- 2) Variances; and
- Any other exceptions for relief specifically referred to under the procedures and standards of these regulations.

UDO 1.04 D-4

Terrance Allen has agreed to fill a vacant seat on the Board of Zoning Appeals.

Policy Consideration: n/a

Financial Consideration: n/a

Action: Staff recommends a motion to appoint Terrance Allen to fill a vacant seat on the Board of Zoning Appeals with a term ending June 16, 2028.

# AGENDA ITEM # 2

Agenda Item 2.



#### APPLICATION FOR LANSING BOARD OF ZONING APPEALS

| Name: Terrance Allen            |
|---------------------------------|
| Lansing Address:2 Holiday Drive |
| Home Phone: (913)               |
| Business Phone:                 |
| E-mail: temperature gmail.com   |

Please attach a one-to-two-page written statement expressing your interest in being appointed to the Lansing Board of Zoning Appeals. Your written statement should address the following four topics:

- 1. Qualifications for the position.
- 2. Personal philosophy of the Lansing Board of Zoning Appeals and development in Lansing.
- 3. Desired accomplishments as a Lansing Board of Zoning Appeals member.
- 4. Willingness to attend meetings.

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

This volunteer position is for the Lansing Board of Zoning Appeals for a three (3) year term. Applicants must be at least 18 years of age and a U.S. Citizen. Applicants must also be a resident of the City of Lansing.

All applications should be returned to Lansing City Hall, 800 First Terrace, marked "Attention of the City Clerk".

My 15 years of experience in water and wastewater utilities has provided me with a comprehenunderstanding of both the operational and developmental aspects of municipal infrastructure. This extensive background includes hands-on involvement with the operations and maintenance of a wide range of mechanical and hydraulic systems. Furthermore, I've played a key role in the construction and installation of water distribution and wastewater collection systems. This practical expertise in essential community services directly translates to a valuable perspective when evaluating zoning and development proposals, ensuring that decisions consider the practical implications for Lansing's critical infrastructure.

I believe the Lansing Board of Zoning Appeals plays a vital role in serving the community and actively shaping the city's future. My personal philosophy aligns with this commitment, emphasizing responsible development that benefits all residents. I also hold a firm belief in adhering to established workflow processes and specifications. This dedication to structured procedures and technical guidelines ensures that decisions are made fairly, consistently, and with a thorough understanding of all relevant regulations, promoting orderly and sustainable growth within Lansing.

As a member of the Lansing Board of Zoning Appeals, my primary desired accomplishment is to diligently serve the community by contributing to well-reasoned and beneficial development. I am fully willing to attend meetings whenever I am available, as I understand the importance of consistent participation in fulfilling these responsibilities. My aim is to leverage my unique blend of practical experience and commitment to process to help guide Lansing's development in a way that enhances the quality of life for its citizens and ensures a prosperous future.

Lucas Schmalbeck 913 Jake Kowalewski 913 Jared Kachline

# AGENDA ITEM

TO:Tim Vandall, City AdministratorFROM:Joshua GentzlerDATE:June 6, 2025SUBJECT:2026-2029 Independence Day Celebration RFP

*Overview:* The City of Lansing issued a Request for Proposals (RFP) for professional fireworks display services for the City's annual Independence Day Celebration for a three-year term covering 2026, 2027, and 2028. Victory Pyro Productions submitted the sole complete proposal in response. Their proposal meets all minimum qualifications outlined in the RFP, including insurance, experience, duration, and value. They also propose an enhanced pyro-musical experience—a choreographed fireworks display synchronized to music—which represents a creative upgrade to past shows.

Victory Pyro has been the fireworks provider since 2019. The City's spending with Victory Pyro over the past 3 year has consisted of:

| Year    | Amount          |
|---------|-----------------|
| 2023    | \$<br>49,609.92 |
| 2024    | \$<br>10,852.17 |
| 2025    | \$<br>10,852.17 |
| Average | \$<br>23,771.42 |

#### Policy Consideration: N/A

*Financial Consideration:* The total cost of the proposed agreement does not exceed the City's budgeted cap of \$25,000 per year. Victory Pyro's selected payment option (Option 1) includes a 4% discount, bringing each year's cost to **\$25,625.66**, slightly above the stated cap of \$25,000 but justified by the added value of the quality of display Victory Pyro has demonstrated. Staff recommends Council approval contingent upon final budget verification and authorization to negotiate minor scope or price adjustments if necessary to remain within budget.

Action: A motion to authorize the City to execute a three-year agreement with Victory Pyro Productions for the City's annual Independence Day Fireworks Display in 2026, 2027, and 2028, in an amount not to exceed \$26,500.00 per year, subject to confirmation of budget availability.

# AGENDA ITEM # 3

Agenda Item 3.



# 2026 PYRO-PRODUCTION PROPOSAL

## FOURTH OF JULY

## **CITY OF LANSING**

Project #34689168701 / Pyromusical Production / Multi Event



Passion For People



Passion For Events



Passion To Thrill





VALID UNTIL

**Tim Vandal** City Administrator

# THE DETAILS

Below we have listed all the details we have collected during this initial phase of planning. These details are important to us; it is crucial that we have this information correct. Please review this information and confirm that what we have listed is up to date.

| CLIENT INFORMATION |  |
|--------------------|--|
| Host Organization: | City of Lansing<br>800 1st Ter, Lansing, KS 66043-1725 |
| Contact Name:      | Tim Vandal   |
| Title or Role:     | City Administrator                                     |
| Phone:             | +1 (913) 727-3233                                      |
| Email:             | tvandall@lansingks.org                                 |

By checking this box, you are confirming that the Client Information is correct

| Occasion & Event   | Municipal Event - Fourth of July        |
|--|---|
| Solution:  | PyroProduction - Pyromusical Productior |
| Project Date & Time:   | See Appx A for Schedule of Events       |
| oject Location: Lansing High Sch<br>1412 147th St, Lansing, Kansas |   |
| Type: Open Area - Free of Obstruction                              |   |

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Client: City of Lansing

# THE DREAM

We are ecstatic about the opportunity to create something special for you and your event utilizing our Pyro-Production services.

# **RECOMMENDED SERVICES**

Our team is dedicated to collaborating with you to develop a tailored selection of services for you and your event. Every aspect of our design approach is meticulously considered to deliver an amazing experience for both you and your audience.

## PYROMUSICAL PRODUCTION

Unlike any firework show you've ever seen before, our best-selling Pyromusical Production will incorporate a custom soundtrack with choreographed pyrotechnics to cap off your great event! The show we have envisioned will be a fully immersive and imaginative experience that is nothing short of extraordinary. Just trust us, you will watch in amazement as the fireworks dance to the music!

## DESIGN STEPS TO MAKE YOUR SHOW PERFECT



#### **Script and Audio Mastering**

Our dedicated team of audio wizards will work with you to create a soundtrack perfectly fit for your event. From Jazz to Rock and anything in between, our audio gurus will be there to help tell the story of your display.



#### Pyrotechnics Choreography

After the soundtrack is perfected, our pyro-designer magic will begin. In this phase, the focus will be on creating pyro-moments that perfectly fit the story and are effortlessly synchronized to create a captivating experience.

Note: Adequate audio will need to be provided for a pyromusical to be effective. At an additional cost, not listed on this proposal, Victory can coordinate and provide audio.

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Client: City of Lansing

# **PROJECT INSIGHTS**

Companies often present their proposals in slightly varying ways, which we recognize can complicate the decision-making process when selecting a vendor. While our approach is distinct, our commitment to upfront honesty and transparency remains most important, ensuring we craft a tailored service offering that suits your specific needs.

Truthfully speaking, our number one goal is to produce a high quality Pyro-Production, perfectly fit for you and your event. We hope the breakdown of the information below will provide further clarity and a better understanding of our dream for your event.

| Pyro-Production Type:                               | Pyromusical Production                                       |
|---|--|
| Duration (In Minutes):                              | 18 Minute(s)   |
| Effects Per Minute:                                 | Silver, 45 to 60   |
| Ignition Type:                                      | Electronically Fired   |
| Type of Product:                                    | Single Shots;Sweep and Slices;Multi Shot Cakes;Aerial Shells |
| Max Effect Size:<br>Contingent on final site review | 5.0"   |

#### By initialing, you are confirming that you understand the **Project Insights**

## **OUR STANCE ON SHELL COUNTS**

With over a half a decade's worth of experience in the pyrotechnics industry, we've opted to step away from the conventional proposal approach, often marred by inaccurate and deceptive shell counts. Instead, we've devised an innovative method to communicate our Vision to you, our valued client. This approach empowers us to deliver our finest craftsmanship while ensuring you're fully engaged in our intentions and unwavering commitment to offering the utmost in service excellence.



### Have more questions on shell counts? Give us a ring at (800) 516-4629

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## PYRO-PRODUCTION PROPOSAL

Client: City of Lansing

# EFFECT DESCRIPTIONS, TYPES OF PRODUCT

Our Pyro-Production design process goes beyond simply combining products at random; instead, we meticulously design the placement of each effect within your show. This deliberate approach is why we refrain from offering upfront effect counts, as it grants us the artistic liberty to craft something truly extraordinary for your event.

As previously stated, our proposals are based on general scope. This includes the Duration and Effects Per Minute (EPM). Moreover, we try to provide you with a foundational understanding of the effect categories we plan to incorporate. Below, you'll discover a condensed overview of the effect types that can be integrated.

## SINGLE SHOTS

Utilizing single shots, we deploy an array of colors to craft diverse patterns and visual aesthetics in sync with the chosen musical accompaniment. These devices excel particularly in intricate beat patterns, allowing precise control over the timing of each individual effect to achieve flawlessly synchronized sequences in high intensity moments.

## **SWEEPS AND SLICES**

Sweeps and slices often serve as impactful punctuation marks, enhancing specific segments of the show over its course. Similar to single shots, these effects encompass simultaneous launches, sweeping gracefully from left to right or vice versa. Employed strategically, these effects are reserved for grand crescendos and the gradual building of moments within your show.

# **MULTI SHOT CAKES**

Multi Shot Cakes prove to be the ideal selection for shows of varying scales, catering seamlessly to both intimate and grand spectacles. These devices serve as our artistic canvas, adorning the sky with a diverse array of stunning effects. From rapid fire finales to meticulously cascades spanning the skies, multi shot cakes are an essential element that adds the finishing touch to every show.

# **AERIAL SHELLS**

Aerial shells unquestionably captivate the audience's delight. Ascending into the night sky, these shells unfurl a captivating tapestry of colors, patterns, and effects at impressive altitudes. When conditions permit, these effects soar to remarkable heights, establishing moments that elevate the entire show.









## PYRO-PRODUCTION PROPOSAL

Client: City of Lansing

# **MULTI-YEAR PROJECT PROPOSAL**

A multi-year Pyro-Production proposal is a mutually beneficial agreement between Victory and City of Lansing that will ensure three years of successful shows together without all of the hassle of year to year paperwork, formalities, and simply put, the extra headaches that yearly proposals bring with them.

## BENEFITS OF A MULTI-YEAR PROJECT AGREEMENT

- Peace of Mind by locking in your event date and price in advance
- · Assurance of Quality and your projects associated value
- Saves You Time with less bureaucracy and time for approval
- · Discounts and Perks that will only make your project better
- Familiar Team and Process by working with Victory on a multi-year project

# (APPX A) SCHEDULE OF PROPOSED PROJECTS

| YEAR 1: | 2026-07-03 at 10:00 PM |
|---------|------------------------|
| YEAR 2: | 2027-06-26 at 10:00 PM |
| YEAR 3  | 2028-07-01 at 10:00 PM |

Please initial to confirm the Schedule of Proposed Projects

# HOW IT WORKS, WHAT ARE YOUR OPTIONS

With Victory's multi year project agreements, we offer several different versions to fit the needs of each of our client's unique needs.

#### Option 1 - Just sign, no deposit required for Year 2 or Year 3 - Includes a 4% Discount

Balance is due in full annually on the month and day, of the respective year this Agreement is accepted.

#### **Option 2 – Just sign, no deposit required for Year 2 or Year 3 – Includes a 6% Additional Product Allotment** Balance is due in full annually on the month and day, of the respective year this Agreement is accepted.

#### Option 3 - Sign, Year 1 paid in full + 50% deposit for Year 2 & 3 - Includes a 8% Discount

Year 1 paid in full with a 50% deposit for Years 2 and 3 is due when this Agreement is accepted. The remaining balance for the preceding years will be split equally and is due in full on the date of the respective year that this Agreement is accepted.

#### Option 4 - Sign, Year 1 paid in full + 50% deposit for Year 2 & 3 - Includes a 14% Additional Product Allotment

Year 1 paid in full with a 50% deposit for Years 2 and 3 is due when this Agreement is accepted. The remaining balance for the preceding years will be split equally and is due in full on the date of the respective year that this Agreement is accepted.

PYRO-PRODUCTION PROPOSAL

[P#34689168701] Proposal 296



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Client: City of Lansing

# PRICING BREAKDOWN

Please note that Sales Tax is not included in this pricing breakdown.

| SERVICE/PRODUCT   | PRICE       | ΦTY | DISCOUNT | SUBTOTAL    |
|---|-------------|-----|----------|-------------|
| (PYROMUSICAL) Soundtrack Creation<br>Custom-mixed soundtrack to the specifications listed in<br>the proposal. | \$2,025.00  | 3   | \$0.00   | \$6,075.00  |
| (PYROMUSICAL) Pyrotechnic Choreography<br>Design fee for pyrotechnic cherography.                             | \$3,937.50  | 3   | \$0.00   | \$11,812.50 |
| MATERIALS   |             |     |          |             |
| (PYROMUSICAL) Pyrotechnic Devices<br>Fireworks and other materials needed for the project.                    | \$13,500.00 | 3   | \$0.00   | \$40,500.00 |
| LOGISTICS   |             |     |          |             |
| (PYROMUSICAL) Crewing All necessary labor to complete proposed work.  | \$2,829.00  | 3   | \$0.00   | \$8,487.00  |
| (PYROMUSICAL) Delivery<br>Transportation for crew, gear, and materials (HAZMAT) to<br>the project site.       | \$610.50    | 3   | \$0.00   | \$1,831.50  |
| ADMINISTRATIVE  |             |     |          |             |
| (PYROMUSICAL) Insurance<br>Insurance in the amount listed on the agreement.                                   | \$2,117.44  | 3   | \$0.00   | \$6,352.32  |
| (PYROMUSICAL) Pre-Production Prep<br>Prep performed before arriving on site.                                  | \$1,398.96  | 3   | \$0.00   | \$4,196.88  |
| (PYROMUSICAL) Licensing<br>Necessary licensing and permitting.  | \$275.00    | 3   | \$0.00   | \$825.00    |

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## Total for 3 Pyro-Productions \$80,080.20

Selected discounts will be applied during billing and will be reflected in the pricing as outlined in APPX A.





**Client: City of Lansing** 

# (APPX B) SCHEDULE OF PAYMENTS

#### **OPTION 1 - NO DEPOSIT, 4% DISCOUNT**

Payment is due in full on an annual basis. Due dates are based on the month and day that this Proposal and Agreement are accepted by both Client and Victory.

| FOR    | DATE INVOICED              | DUE DATE | VALUE       | DISCOUNT   | AMOUNT DUE  |
|--------|----------------------------|----------|-------------|------------|-------------|
| YEAR 1 | DATE OF ACCEPTANCE         | NET 15   | \$26,693.40 | \$1,067.74 | \$25,625.66 |
| YEAR 2 | DATE OF ACCEPTANCE, YEAR 2 | NET 15   | \$26,693.40 | \$1,067.74 | \$25,625.66 |
| YEAR 3 | DATE OF ACCEPTANCE, YEAR 3 | NET 15   | \$26,693.40 | \$1,067.74 | \$25,625.66 |

#### **OPTION 2 - NO DEPOSIT, 6% ADDITIONAL PRODUCT ALLOTMENT**

Payment is due in full on an annual basis. Due dates are based on the month and day that this Proposal and Agreement are accepted by both Client and Victory.

| FOR    | DATE INVOICED              | DUE DATE | VALUE       | PRODUCT ALLOTMENT | AMOUNT DUE  |
|--------|----------------------------|----------|-------------|-------------------|-------------|
| YEAR 1 | DATE OF ACCEPTANCE         | NET 15   | \$28,295.00 | \$1,601.60        | \$26,693.40 |
| YEAR 2 | DATE OF ACCEPTANCE, YEAR 2 | NET 15   | \$28,295.00 | \$1,601.60        | \$26,693.40 |
| YEAR 3 | DATE OF ACCEPTANCE, YEAR 3 | NET 15   | \$28,295.00 | \$1,601.60        | \$26,693.40 |

#### OPTION 3 - YEAR 1 PIF, 50% DEPOSIT FOR YEARS 2 & 3, 8% CASH DISCOUNT (SELECTED IN 2023)

Year 1 paid in full with a 50% deposit for Years 2 and 3 is due when this Agreement is accepted. The remaining balance for the preceding years will be split equally and is due in full on the date of the respective year that this Agreement is accepted.

| FOR    | DATE INVOICED              | DUE DATE | VALUE       | CASH DISCOUNT | AMOUNT DUE  |
|--------|----------------------------|----------|-------------|---------------|-------------|
| YEAR 1 | DATE OF ACCEPTANCE         | NET 15   | \$26,693.40 | \$2,135.47    | \$49,115.86 |
| YEAR 2 | DATE OF ACCEPTANCE, YEAR 2 | NET 15   | \$26,693.40 | \$2,135.47    | \$12,278.96 |
| YEAR 3 | DATE OF ACCEPTANCE, YEAR 3 | NET 15   | \$26,693.40 | \$2,135.47    | \$12,278.96 |

#### OPTION 4 - YEAR 1 PIF, 50% DEPOSIT FOR YEARS 2 & 3, 14% ADDITIONAL PRODUCT ALLOTMENT

Year 1 paid in full with a 50% deposit for Years 2 and 3 is due when this Agreement is accepted. The remaining balance for the preceding years will be split equally and is due in full on the date of the respective year that this Agreement is accepted.

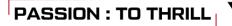
| FOR    | DATE INVOICED              | DUE DATE | VALUE       | PRODUCT ALLOTMENT | AMOUNT DUE  |
|--------|----------------------------|----------|-------------|-------------------|-------------|
| YEAR 1 | DATE OF ACCEPTANCE         | NET 15   | \$30,430.48 | \$3,737.08        | \$53,386.80 |
| YEAR 2 | DATE OF ACCEPTANCE, YEAR 2 | NET 15   | \$30,430.48 | \$3,737.08        | \$13,346.70 |
| YEAR 3 | DATE OF ACCEPTANCE, YEAR 3 | NET 15   | \$30,430.48 | \$3,737.08        | \$13,346.70 |

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Please select the Option you would like to proceed with and initial to confirm:

PYRO-PRODUCTION PROPOSAL

[P#34689168701] Proposal 296



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Client: City of Lansing

# **BILLING INFORMATION**

This information will be added to your account to ensure billing correspondents are routed through the appropriate channels within your organization.

| CLIENT SPECIFIC                                    |   |
|--|---|
| CLIENT SPECIFIC                                    |   |
| Bill To Company:                                   | City of Lansing (KS)                      |
| Bill To Contact:                                   |   |
| Bill To Phone:                                     |   |
| Bill To Email:                                     |   |
| Bill To Address:                                   |   |
|  |   |
| Purchase Order:                                    |   |
| Payment Method:                                    |   |
| Sales Tax Exempt:<br>Click here to learn more (KS) |   |
| If yes, please provide:                            |   |
|  |   |
| PROJECT SPECIFIC                                   |   |
| Price:   | \$80,080.20, Sales Tax Not Included       |
| Payment Terms:                                     | Net 15, Paid on schedule listed in APPX B |
| Agreement Type:                                    | Multi Event, 3 Years Term                 |

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Client: City of Lansing

# SUMMARY OF PROPOSAL

The following is a comprehensive summary of the contents detailed in the preceding pages, presented in a clear and concise format for easy review.

| INFORMATION   |  |
|---|--|
| Occasion & Event                                    | Municipal Event - Fourth of July                                 |
| Solution:   | PyroProduction - Pyromusical Production                          |
| Project Date & Time:                                | 2026-07-03, 2027-06-26, 2028-07-01 at 10:00 PM                   |
| Project Location:                                   | Lansing High School<br>1412 147th St, Lansing, Kansas, 66043     |
| Туре:   | Open Area - Free of Obstructions                                 |
| INSIGHTS  |  |
| Production Type & Duration:                         | Pyromusical Production, 18 Minute(s)                             |
| Effects Per Minute:                                 | Silver, 45 to 60   |
| Ignition Type:                                      | Electronically Fired   |
| Type of Product:                                    | Single Shots;Sweep and Slices;Multi Shot Cakes;Aerial Shells     |
| Max Effect Size:<br>Contingent on final site review | 5.0"   |
| AGREEMENT & BILLING                                 |  |
| Price:  | Shall not exceed \$80,080.20 for 3 shows, Sales Tax not included |
| Payment Terms:                                      | Net 15, Paid on schedule listed in APPX B                        |
| Agreement Type:                                     | Multi Event, 3 Years Term  |
| OTHER IMPORTANT DETAILS                             |  |
| Crew:   | State licensed pyrotechnician and support staff provided         |
| Licensing:  | Victory will secure all the necessary licensing and permits      |

Continue to the next page to complete the Pyro-Production Agreement.



Agenda Item 3.



# 2026 PYRO-PRODUCTION AGREEMENT

## FOURTH OF JULY

## **CITY OF LANSING**

Project #34689168701 / Pyromusical Production / Multi Event



Passion For People



Passion For Events



Passion To Thrill





VALID UNTIL

**Tim Vandal** City Administrator THIS PYRO-PRODUCTION AGREEMENT ("Agreement") is entered into on 2025-05-15 by and between Victory Pyrotechnics & Special Effects, LLC, a Kansas limited liability company, whose address is set forth above ("Victory"), and City of Lansing, whose address is 800 1st Ter, Lansing, KS, 66043-1725 ("Client"). Victory and Client are sometimes individually referred to as a "Party" and collectively as the "Parties." In consideration of the terms and conditions set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

#### **1. PROPOSAL**

Victory agrees to supply, and Client agrees to pay for three (3) Pyro-Production, as detailed in Proposal 296, which has been accepted by the Client and incorporated herein.

| Scope of services to be provided by Victory | Detailed in Proposal 296                                     |  |
|---|--|--|
| Production Dates                            | 2026-07-03, 2027-06-26, 2028-07-01                           |  |
| Production Time                             | 10:00 PM   |  |
| Production Location                         | Lansing High School<br>1412 147th St, Lansing, Kansas, 66043 |  |

#### **2. DOCUMENT EXPIRATION**

The pricing provided in this Agreement is valid only for 30 days from the date this Agreement is sent to the Client via any means. Victory may, but is not required to, accept this Agreement if the Client does not return the signed Agreement within this time.

#### **3. PRICE AND PAYMENT TERMS**

Client agrees that the Total Price of \$80,080.20 less any discounts described below is to be paid to Victory as follows (please initial beside your desired Payment terms):

| INITIAL | # | PAYMENT TERMS   |
|---------|---|---|
|         | 1 | No deposit is required for Year 2 or Year 3 upon execution of this Agreement. This option includes a 4% discount. The total balance for each agreement year shall be due and payable in full on the anniversary of the Agreement's acceptance date.   |
|         | 2 | No deposit is required for Year 2 or Year 3 upon execution of this Agreement. This option includes a 6%<br>Additional Product Allotment. The total balance for each agreement year shall be due and payable in full<br>on the anniversary of the Agreement's acceptance date.                                   |
|         | 3 | Upon executing this Agreement, Year 1 must be paid in full, along with a 50% deposit for Years 2 and 3.<br>This option includes an 8% discount. The remaining balance for Years 2 and 3 shall be divided equally,<br>payable in full on the anniversary of the Agreement's acceptance date.                     |
|         | 4 | Upon executing this Agreement, Year 1 must be paid in full, along with a 50% deposit for Years 2 and 3.<br>This option includes a 14% Additional Product Allotment. The remaining balance for Years 2 and 3 shall be<br>divided equally, payable in full on the anniversary of the Agreement's acceptance date. |

Billing will be based on the Schedule of Payments outlined in Appendix B, in accordance with the agreed-upon payment terms selected above. Interest will accrue on all unpaid amounts from the payment due date at a rate of 1.5% per month (equivalent to an annual percentage rate of 18%) or at the maximum rate permitted by applicable law, whichever is lower. In the event of non-payment, Victory reserves the right to suspend services, terminate this Agreement, and/or pursue legal remedies to recover amounts owed, including any associated costs and attorney fees.

#### Pricing and Payment Terms continued on next page...

Agenda Item 3.

Additional Product Allotment Definition: For clients electing the Additional Product Allotment option as part of their payment terms, Victory agrees to provide an increased allotment of pyrotechnic materials, calculated as a percentage of the total cost of the Pyrotechnic Materials line item, in lieu of a cash discount. The Additional Product Allotment shall be applied exclusively to the pyrotechnic materials used in the contracted events under this Agreement and shall not be transferable, redeemable for cash, or applicable to any other services, fees, or costs. The additional allotment must be utilized in full for each individual event within the Agreement and cannot be reallocated, stored, or carried over to future events. The additional product will be allocated in accordance with Victory's standard inventory availability and procurement schedules. Victory reserves the right to determine the specific composition of the additional product allotment based on safety, regulatory compliance, and logistical considerations. The client acknowledges that any unused portion of the Additional Product Allotment for a given event shall be forfeited and will not be credited or applied to subsequent events.

Rate Increase: The parties agree that after the initial 12 months of the Term, Victory may increase its standard fees specified in Section 3/Appendix B upon 30 days' prior written notice to Client, provided, that:

- Such increases occur no more frequently than once per agreement year of the Term; and
- the amount of such increase shall not exceed five percent (5%).

#### **4. MUSICAL SOUNDTRACKS**

For Pyro-Productions using a musical soundtrack (i.e., Pyromusicals):

Agreements Signed 90 Days or More Before the Production Date: The Client must complete, sign, and return this Agreement at least 90 days prior to the Production Date. Victory will create a music soundtrack, ensuring a cohesive and engaging Pyro-Production. This soundtrack will be developed exclusively by Victory and provided to the Client for approval no later than 45 days prior to the Production Date. For multi-year agreements, each Production Date will be considered separately, with these terms applying to each event independently.

Agreements Signed Less Than 90 Days Before the Production Date: If the Agreement is signed within 90 days of the Production Date, Victory will expedite the creation of the music soundtrack.

The timeline and corresponding increases in audio design costs are as follows:

- Agreements signed between 60 and 89 days prior to the Production Date: The soundtrack will be provided for approval no later than 30 days prior to the Production Date. Audio design fees will increase by 10% due to the expedited timeline.
- Agreements signed less than 60 days prior to the Production Date: The soundtrack will be provided for approval as soon as possible but no later than 15 days prior to the Production Date. Audio design fees will increase by 20% due to the expedited timeline.
- Agreements signed less than 30 days prior to the Production Date: The soundtrack will be provided for approval as soon as possible, with no
  guarantee of approval before the Production Date. Audio design fees will increase by 30% due to the expedited timeline. Additionally, Victory reserves
  the right to limit the scope of services to ensure feasibility within the shortened time frame.

**Approval and Revisions:** The Client must provide approval or request revisions within 3 business days of receiving the soundtrack. If the Client does not respond within this timeframe, Victory reserves the right to finalize the soundtrack based on its professional judgment and proceed with the Production. The initial pricing includes the creation of one (1) soundtrack and one (1) round of revisions requested by the Client. Additional revisions will be billed at \$500 per set of revisions if time allows.

Intellectual Property: If Victory includes music or commercial video content in each Pyro-Production that is protected under intellectual property law, the Client assumes full responsibility for securing and paying any required licensing fees. Additionally, the Client agrees to indemnify and hold Victory harmless against any claims, liabilities, or expenses arising from the unauthorized use of such intellectual property.

#### **5. VICTORY DUTIES**

Victory agrees to:

- Supply all pyrotechnic devices listed in the Proposal, along with mortars, firing equipment, and any other required materials necessary to perform its services as outlined herein.
- Victory will remove all equipment, discharged pyrotechnic devices, and debris from the immediate Pyro-Production Site. Client acknowledges and agrees that additional debris may remain in the fallout area after Victory has completed its responsibilities. Victory will conduct a reasonable inspection of the fallout area after each Pyro-Production to ensure that no debris is on fire or poses an immediate danger to public health, safety, or welfare. Victory's obligations are limited to the scope outlined above, and Victory shall not be liable for any debris or conditions in the fallout area beyond those identified and addressed during its reasonable inspection. After Victory's responsibilities have been fulfilled, the client assumes responsibility for any additional cleanup, monitoring, or actions required within the fallout area.
- Comply with all local, state, and federal guidelines and obtain all permits, licenses, and required approvals necessary to conduct each Pyro-Production. This includes ensuring all **PYROTECHNIC-SPECIFIC** approvals are secured and properly documented as required by governing authorities and ensuring compliance with all local, state, and federal safety regulations related to each Pyro-Production, including adherence to National Fire Protection Association (NFPA).

#### **6. CLIENT DUTIES**

Client agrees to:

- Securing a suitable location for each Pyro-Production to take place (referred to as the "Pyro-Production Site").
- Arranging an appropriate location with either private or public security personnel to park Victory's truck(s) overnight (or for any other period reasonably required for the effective execution of each Pyro-Production).
- Ensure adequate protection—through private security, public security, police, or fire protection as necessary—to prevent unauthorized vehicles or individuals from accessing designated security areas, including each Pyro-Production Site, fallout area, and spectator viewing area, before, during, and after each Pyro-Production performance. This protection must remain in place until Victory's pyrotechnic operator has inspected and cleared the site.
- Clean up remaining debris from the fallout area after Victory's crew has inspected and cleaned the immediate Pyro-Production Site.
- Ensure the availability of trash receptacles or other appropriate disposal methods for debris generated by each Pyro-Production, limited to materials Victory has deemed safe for disposal.
- Ensure that all permits, licenses, and required approvals **EVENT-SPECIFIC** are obtained, except for those specifically identified as Victory's responsibility outlined in Victory Duties. This includes approvals for items like venue usage and crowd safety.

Furthermore, the Client accepts full responsibility for compensating their employees, contractors, or agents for any wages, fees, or other payments related to their involvement in each Pyro-Production, beyond the scope of services provided by Victory.

#### **7. PERMITING FEES**

Client is responsible for the payment of all governmental fees and expenses imposed or applied to each Pyro-Productions that this Agreement outlines, including any additional governmental fees assessed after the signing of this Agreement.

#### 8. CREDITING

Client will credit Victory as "Fireworks by VictoryPyro" in all advertising or marketing materials that are within the Client's authority. Client shall have sole discretion as to the size and location of said credit in advertising/marketing materials but must comply with Victory's brand standards, which can be provided at Client request.

#### 9. INSURANCE

- Commercial General Liability Insurance: Victory shall provide commercial general liability insurance with a policy limit of no less than \$2,000,000 per occurrence, covering bodily injury, property damage, and personal liability solely for claims arising directly from each Pyro-Production.
  - Certificate of Insurance: Victory shall issue a certificate of insurance naming the Client as an additional insured, which shall be delivered no later than ten (10) days prior to the Production Date for each year that this Agreement covers.
    - Additional Insured Parties Victory shall include as additional insureds any parties the Client is contractually obligated to insure, including but not limited to Client's sponsors, property owners, and municipal corporations. This coverage shall exclude claims arising from independent acts of negligence by those additional insureds.

Workers' Compensation and Automobile Liability Insurance: Victory shall maintain workers' compensation and automobile liability insurance as required by applicable law, covering all activities directly related to each Pyro-Production.

#### **10. INDEMNIFICATION**

To the extent permitted by law, Victory agrees to indemnify, defend, and hold harmless the Client, its officers, directors, employees, agents, representatives, and insurers from and against any and all demands, claims, causes of action, judgments, or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract, or otherwise, that occur directly or indirectly from:

- The gross negligence or willful misconduct of Victory or its employees, agents, contractors, or representatives; or
   The follower of Victory to comply with the obligations and representatives under this Agreement.
- The failure of Victory to comply with its obligations and responsibilities under this Agreement.

Similarly, the Client agrees to indemnify, defend, and hold harmless Victory, its officers, directors, employees, agents, representatives, and insurers from and against any and all demands, claims, causes of action, judgments, or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract, or otherwise, that occur directly or indirectly from:

- The gross negligence or willful misconduct of the Client or its employees, agents, contractors, or representatives; or
- The failure of the Client to comply with its obligations and responsibilities under this Agreement.

#### **11. CANCELLATION OF EACH PYRO-PRODUCTION**

The Client agrees to the following terms and conditions regarding the cancellation of services under this Agreement. These provisions are designed to address the costs, preparations, and commitments involved in planning and executing each Pyro-Production. By entering into this Agreement, the Client acknowledges their responsibility for any applicable fees or penalties outlined in this section if cancellation occurs. Should the Client cancel this Agreement in totality or any of the Production Dates individually, written notice must be provided to Victory via overnight mail using a nationally recognized courier or by certified mail addressed to Victory at PO Box 219, Clearwater, KS 67026. Victory will consider the cancellation notice effective upon receipt and will determine the applicable fees owed by the Client under this provision.

| CANCELLATION PERIOD - FROM THE PRODUCTION DATE | AMOUNT DUE TO VICTORY   |
|--|-------------------------|
| 90 or more days                                | 60% of the Total Price  |
| 30 to 89 days                                  | 80% of the Total Price  |
| 15 to 29 days                                  | 90% of the Total Price  |
| 14 or less days                                | 100% of the Total Price |

#### **11.1. NON-APPROPRIATION CLAUSE**

The parties acknowledge that this agreement is subject to the annual appropriations by the governing body of the Client as required by Kansas law (K.S.A. 10-1116b). If funds are not appropriated or are insufficient for the continuation of this agreement in any fiscal year, the Client shall have the right to terminate this agreement without penalty or further obligation. In such event, the Client shall provide written notice to Victory of such termination at least 90 days prior to that year's Production Date as outlined in Section 1. This clause shall not be construed to affect any obligation of the Client to make payments for services rendered prior to the date of termination.

#### **12. RESCHEDULING EACH PYRO-PRODUCTION**

Victory will work with the Client to reschedule each Pyro-Production for a mutually agreeable date within 6 months of the original Production Date. As part of rescheduling, the Client agrees to pay Victory the Rescheduling Fee listed below. If the Parties cannot agree on a rescheduled date within the 6-month period, Victory reserves the right to retain payments made to cover incurred costs. PLEASE NOTE THAT POSTPONEMENT IS NOT AVAILABLE FROM JULY 1ST THROUGH JULY 7TH UNLESS SPECIFICALLY NEGOTIATED AND STATED IN THIS AGREEMENT.

| RESCHEDULING TIMEFRAME - FROM THE PRODUCTION DATE | AMOUNT DUE TO VICTORY         |
|---|-------------------------------|
| 5 or more days                                    | Additional 20% of Total Price |
| 3 to 4 days                                       | Additional 30% of Total Price |
| 2 or less days                                    | Additional 40% of Total Price |

#### **13. ON-SITE INCLEMENT WEATHER AND OTHER RELATED SAFETY CONCERNS**

The Client agrees to the following terms and responsibilities related to inclement weather and other safety concerns that may arise once Victory's crews are on-site. These provisions prioritize the safety of personnel, spectators, and property while ensuring compliance with local regulations and industry best practices. The Client acknowledges their obligation to cooperate with Victory in addressing these concerns, including facilitating necessary adjustments to the schedule, site setup, or other requirements, and assumes responsibility for any additional costs incurred due to such circumstances.

- Authority to Postpone or Delay: Client and Victory agree that the pyrotechnic operator in charge, acting on Victory's behalf or under the Authority
  Having Jurisdiction, shall have the sole responsibility to postpone or delay each Pyro-Production if, in the operator's judgment, circumstances beyond
  the control of either Party pose an extraordinary risk to the health or safety of any person or property within the vicinity of each Pyro-Production Site.
- On-Site Matching of Pyrotechnic Devices: Once the pyrotechnic devices have been matched (electrically connected) on-site, each Pyro-Production Site.
   On-Site Matching of Pyrotechnic Devices: Once the pyrotechnic devices have been matched (electrically connected) on-site, each Pyro-Production will either proceed as planned or be postponed to the following night. HOWEVER, IF THE SCHEDULED PRODUCTION DATE FALLS BETWEEN JULY IST AND JULY 7TH, EACH PYRO-PRODUCTION WILL PROCEED AS SCHEDULED WHEN DEEMED SAFE BY VICTORY'S PYROTECHNIC OPERATOR WITHOUT THE OPTION FOR RESCHEDULING.
- Next-day Postponement: In the event of a next-day postponement, the Client agrees to provide and bear the cost of security to safeguard each
  Pyro-Production Site until the rescheduled Pyro-Production occurs. Additionally, the Client will be responsible for an additional 20% of the Total Price
  per day until the rescheduled Pyro-Production is completed and Victory's crew is released.
- Damaged Products: If any product is damaged during an attempt to execute each Pyro-Production and cannot be safely reused, 100% of the Total
  Price will remain payable.

#### **14. FORCE MAJEURE**

The Client assumes all risks related to weather, civil unrest, pandemics, or other uncontrollable events preventing each Pyro-Productions. The Parties agree to reschedule the event within 6 months, provided both Parties mutually agree on the rescheduled date. Any payments made by the Client prior to the force majeure event shall be applied toward the rescheduled event. Rescheduling due to a force majeure event will be subject to the same fees outlined in Section 12, titled Rescheduling of each Pyro-Production.

#### **15. LIMITATION ON DAMAGES**

IN NO EVENT SHALL VICTORY, ITS OWNERS, AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR VICTORY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL VICTORY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VICTORY PURSUANT TO THIS AGREEMENT.

#### **16. INDEPENDENT CONTRACTOR; NO JOINT VENTURE**

Victory and Client acknowledge that Victory is acting solely as an independent contractor in providing services under this Agreement. Nothing contained herein shall be construed to create any partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to bind or obligate the other Party in any manner whatsoever except as expressly provided in this Agreement.

#### **17. ATTORNEY FEES**

In the event that Victory enforces any provision of this Agreement through an action at law or in equity, Client agrees to pay all costs and expenses incurred by Victory, including reasonable attorney fees.

#### **18. ELECTRONIC SIGNATURES**

The Parties agree that this Agreement and any related documents may be signed electronically. Signatures delivered electronically shall be deemed binding and as valid as original signatures.

#### **19. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior Agreements, understandings, negotiations, and representations, whether written or oral, related to the subject matter hereof. Modifications must be in writing and signed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without regard to its conflict of laws principles.

#### **20. SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable (a "Severed Provision") such Severed Provision shall be stricken from this Agreement and all other provisions of this Agreement shall remain in full force and effect. Each Severed Provision shall immediately be replaced by a provision as near in terms as possible under the law to the Severed Provision, so as to give full force and effect, as near as possible to the original intent of the parties.

#### **21. SURVIVAL**

The provisions of this Agreement that by their nature are intended to survive termination or expiration, including but not limited to Section 9.Insurance, 10.Indemnification, 15.Limitation on Damages, and 17.Attorney Fees, shall survive the termination or expiration of this Agreement.

#### 22. MISCELLANEOUS

- a. Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by any party without the prior written consent of the other party.
- b. This Agreement may only be amended, revised, or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision, or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this Agreement.
- c. Tender of either the Initial Payment or Total Price by Client, without a signed Agreement, will represent Client's acceptance of this Agreement as written.
- d. All of the terms of this Agreement apply to and are binding upon the Parties and shall inure to the benefit of their successors, assigns, heirs and legal representatives, and all other persons claiming by, through, or under them.
- e. The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Production Date under this Agreement, or 2) any Rescheduled date agreed to either orally or in writing by the Parties.
- f. All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits.
- interpretation of this Agreement or any amendments or exhibits.
   g. If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights, or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights, or elections will not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election which it may have under this Agreement.
- h. All notices must be in writing and will be delivered personally with receipt acknowledged, or sent by certified mail, return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Victory, PO Box 219, Clearwater, KS 67026.
- i. The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim, or breach of this Agreement or any amendments (excluding any price or payment terms), the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.

City of Lansing

Victory Pyrotechnics & Special Effects, LLC

Cody Hauna

05 / 15 / 2025

Cody Hanna

Tim Vandal

# AGENDA ITEM

TO: Tim Vandall, City AdministratorFROM: Joshua GentzlerDATE: June 12, 2025SUBJECT: Online Permitting System Transition

*Overview:* The CED department is responsible for the oversight of the online permitting system that allows residents and others to submit building permits, planning cases, business licenses, citizen requests, code enforcement cases, and others. Staff recommends that the City partner with GovWell provide the City's permit system. Currently the City has a contract with iWorq to provide this service.

As allowed under **Section 4-4 Professional Services** of the *City of Lansing Purchasing Manual,* Staff is allowed to secure quotes of services required for services needed by requesting quotes from qualified vendors. CED has secured over the course of late 2023 through 2025 a range of quotes from online permitting system vendors.

Staff has considered the cost of the system combined with feature set, usability, and the public user interface to determine that GovWell provides the best combination of quality and value to the City.

Staff would like to start the project in 2025 with the transition and Go-Live date being completed before the City's contract with iWorq expires in January 2026. The contract with GovWell will be signed in 2025 with the majority of expense incurred upon completion of the project in 2026.

#### Policy Consideration: N/A

*Financial Consideration:* Year One costs for the service are \$38,500 to develop a custom permit portal. After year one, the annual costs are reduced to \$31,000.

Action: A motion to sign a 3-year contract for Online Permitting services with GovWell with costs not to exceed \$38,500 in 2026.

# AGENDA ITEM # 4



# Modern Software for Local Government

Proposal for Lansing, KS | May 9, 2025

© 2025 GovWell Technologies Inc.

Valid through 6/30/25

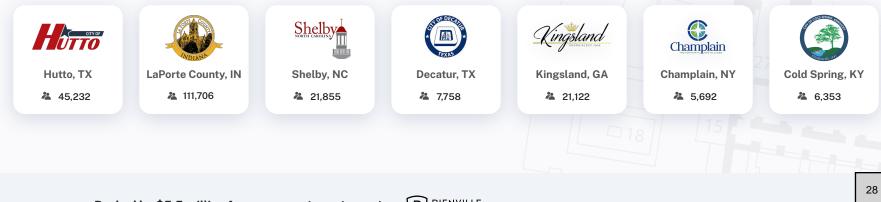
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Agenda Item 4.



GovWell helps local government agencies to simplify processes and modernize citizen services.

We specialize in working with small and medium sized municipalities and counties.





Agenda Item 4.

# **Department solutions**

Agenda Item 4.

#### **Building Permits & Inspections**

Build safely and efficiently with permit management, plan review, and inspections.



#### **Planning and Zoning**

Simplify development with online applications, workflow management, and plan review.

#### **Code Enforcement**

Uphold local laws and ordinances with case management and mobile-friendly inspections.



#### Licenses

Make it easy to apply, pay for, and renew licenses online.



#### Public Works

Track citizen complaints, manage assets, create & track work orders, and review plans.



#### **Fire Department**

Manage recurring fire inspections and review plans electronically.



# Simplify processes

Track and speed up common workflows with intuitive, mobile-friendly software for local government operations.

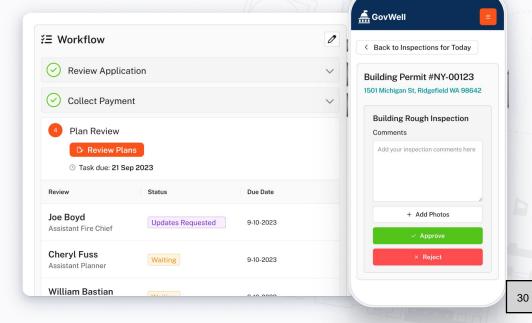


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- Reduce paper and citizen wait times.
- Improve collaboration across departments.



- Work from anywhere on any device.
- Customize to your unique needs.



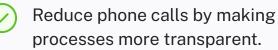
# Modernize citizen services

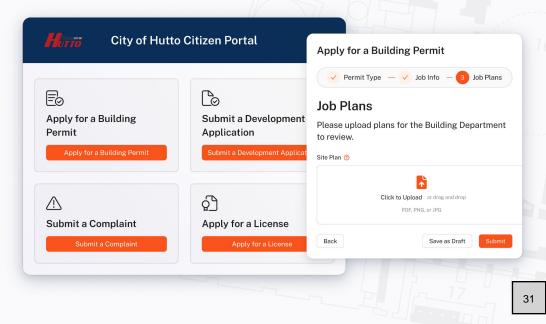
Facilitate access to government services online with intuitive portals and automated communications for routine processes.



Help citizens access essential services online.

Enable online payments via credit and debit card.





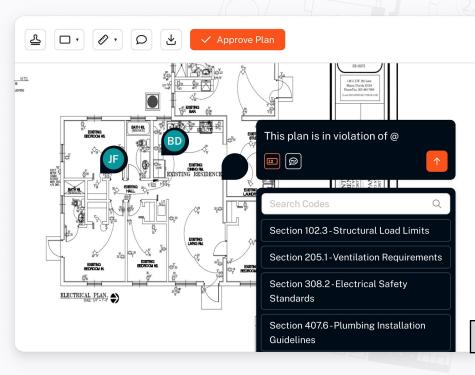
Agenda Item 4.

**Built-in electronic plan review** 

GovWell is the only solution that includes plan review for no extra cost.

- ) Work and collaborate faster in a single system
- Improve customer experience and transparency
- Save money on 3rd party plan review tools like Bluebeam

See It in Action



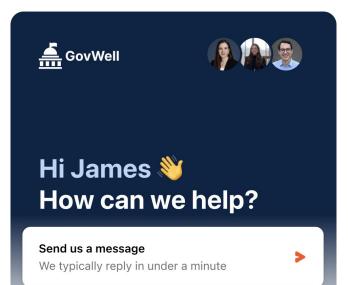
Agenda Item 4.

Agenda Item 4.

# Fast, unlimited support for staff and your community

## 1 minute response time

Contact us via chat, phone, and email



# We answer citizen questions for you

Reduce phone calls & emails to your office



Joe Smith - Contractor

How do I pull a new building permit?

## Zach - GovWell 🛞

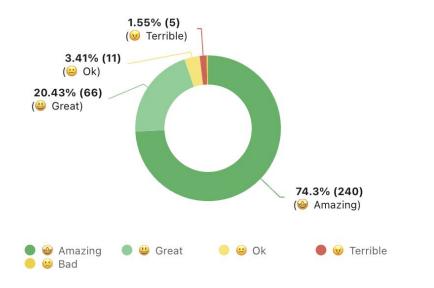
Hi, this is Zach from GovWell. I can help you start your application. Please follow the link below for a new building permit application.



Joe Smith - Contractor Thanks, I appreciate it!

# **Delight your residents**

#### Conversation ratings - by conversation rating



| Luis Alejandro Cadena Go | - | perfect  | Agenda Item 4.      |           |
|--------------------------|---|--|---------------------|-----------|
| Donna Hawkins            | - | no more to tell, ya'll are doing great!  | 🐸 Amazıng           |           |
| JASON STUBBLEFIELD       | - | loved the fact that Zach recognized how h<br>paying for multiple permits would be at on<br>that he would make a note to suggest to h<br>engineering team to make this possible in<br>5 stars!  | 😂 Amazing           |           |
| Ronald Burkett           | - | helped me with my question   | 😂 Amazing           |           |
| Isaiah Lee               | - | great  |                     | 😂 Amazing |
| Angel Kavanaugh          | _ | fast !   |                     | 😂 Amazing |
| Cheryl Waddle            | _ | amazing customer service!  | 😂 Amazing           |           |
| Chandler Guess           | _ | The video the online support person made<br>me through things step by step was awas<br>helped me complete exactly what the tow<br>was asking me to update on my permit ap<br>was great to be able to live chat with a rea<br>and get answers quickly. 5 stars :) | 😂 Amazing           |           |
| lan Means                | _ | Thanks for the help and quick response   | 😃 Great             |           |
| William A Hanes          | _ | Thanks Sarah for your help!  | 😂 Amazing           |           |
| Oli Snyder               | - | Thank you!   | 😃 Great             |           |
| Melina Watson            | _ | Thank you  |                     | 🎯 Amazing |
| Ldon Shipman             | - | So polite, helpful, and an amazingly quick   | <mark>∞</mark> ⁄ 34 |           |

Agenda Item 4.

# Easily adapts to your unique processes

GovWell is the most configurable workflow automation software for government. Instantly configure forms, workflows, reports, and more without waiting for IT or support.

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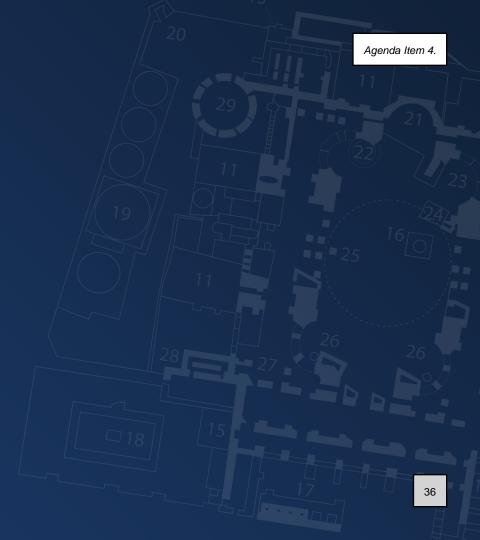
Empower your team to improve processes

- Automate routine workflows and tasks
- $\bigcirc$
- Simple to learn and use for non-technical staff

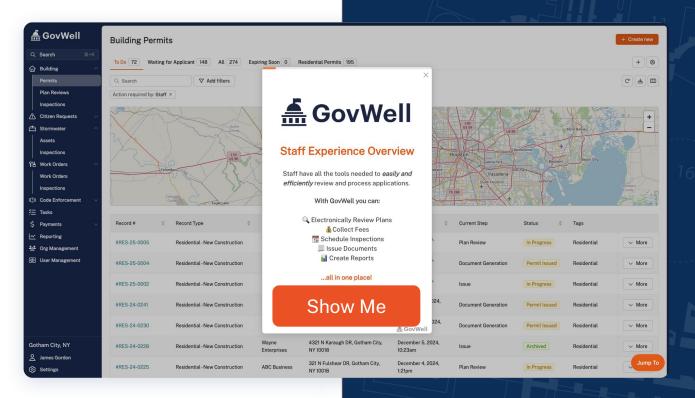
| <b>Residential - New Construction</b> |                          | Application Form Workflow 7 |                          | Automations | Fees | + Add Workflow Step |   |
|---------------------------------------|--------------------------|-----------------------------|--------------------------|-------------|------|---------------------|---|
|                                       | Workflow Step Name       | Own                         | er                       |             |      | Status              |   |
| ≡                                     | Plan Review              | Ар                          | plication Owner $\times$ |             |      | In Progress         | Ū |
| ≡                                     | Permit Fees              | Ар                          | plication Owner ×        |             |      | In Progress         | Ũ |
| ≡                                     | Issue Permit             | Ар                          | plication Owner ×        |             |      | Permit Issued       | Ũ |
| =                                     | Inspections              | Jac                         | k White ×                |             |      | Permit Issued       | Ũ |
| =                                     | Certificate of Occupancy | Ар                          | plication Owner $\times$ |             |      | Archived            | Û |



# Product



# Try a self guided demo





Agenda Item 4.

# Make services accessible

Set up online portals for common services that enable form submission, document uploads, and prevent common submission errors.

#### Apply for a Building Permit



Agenda Item 4.

Please upload plans for the Building Department to review.

| C Site Plan ×   | Click to Upload or drag and drop  |
|---|---|
| A site plan is a type of drawing which shows existing and proposed conditions for a given area.<br>Site plans typically show buildings, roads, sidewalks and paths/trails, parking, drainage facilities,<br>sanitary sewer lines, water lines, lighting, and landscaping and garden elements. | Roof Sketch ?   |
| × Rejection: Common reasons why site plans are rejected include:  |   |
| Incomplete<br>Not signed and sealed by an architect   | <b>5</b>  |
| An example of a site plan can be found below. Click here to download the example site plan.   | Click to Upload or drag and drop<br>PDE, PNG, or JPG  |
|   | PUP, PNG, OF JPG  |
|   | e to be true and correct. All provisions of laws and ordinances governing this type of work |
|   | Save as Draft Submit Permit Applicat  |
|   |   |



# Staff portal

Move permit and license applications through simple and complex workflows easily. Reduce turnaround time by increasing staff efficiency and transparency across departments.

#### Agenda Item 4. 🚔 GovWell Building Permits / Building Permit #WA-00123 Q Search Building Permit #WA-00123 命 Building 1501 Michigan St, Ridgefield WA 98642 Permits Details Files Parcel Activity Participants Fee ੱΞ Workflow 0 Plan Reviews Inspections **Review Application** $\sim$ Plans Set Version 1 View & Planning & Zoning Applications Created on September 10, 2023 at 3:45pm Route for Plan Review $\sim$ (1) Code Enforcement Created by Applicant Michael Sanderson Plan Review Complaints Inspections Site Plan Consists of ( Task due: 21 Sep 2023 Asbestos Report Reporting Truss Drawing Review Status Due Date Route for Plan Review × **Bill Davis** Waiting 9-10-2023 **Building Plans** Reviewer Reviewers have been assigned automatically based on the Project Type. You can edit these Janet Frank Updates assignments below. 9-10-2023 Requested Planning Review Building Department Planning Department Fire Department Engineering Department Public Works Department Health Department 39

# Online payments

Enable customers to securely pay fees online via credit/debit card and bank transfer. Put fee collection on autopilot with email reminders.



To: You

GovWell <notifications@govwelltech.com>

Hello Michael Sanderson,

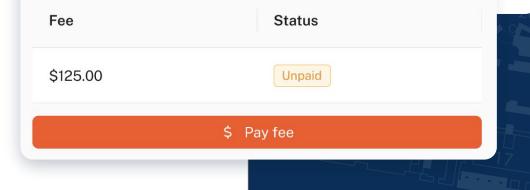
Congratulations! Your Roofing permit #NY-00123 has been approved.

You must pay the fee of \$125 in order to receive the permit approval documents an

Click here to pay the fee in GovWell.

#### My Task: Pay Fee

Once you pay the permit fee, you can print the Permit Approval Documents and begin working!



GovWell

Agenda Item 4.

at 854-

# Search, fast

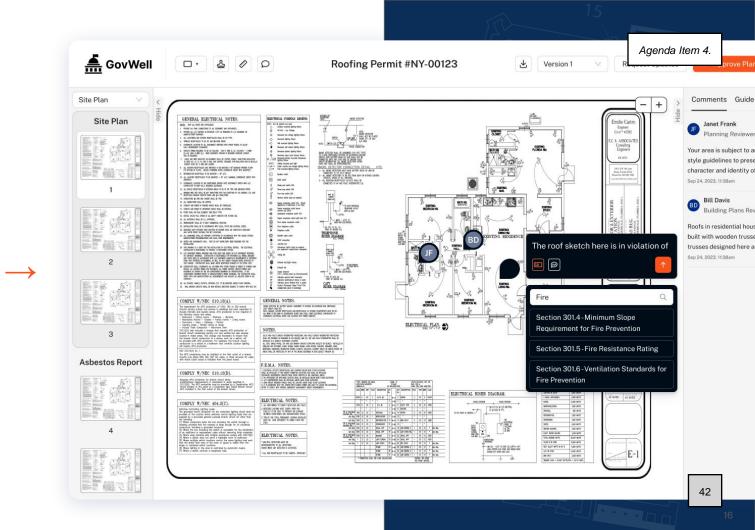
Search and filter across multiple record types.  $\rightarrow$ 

| 🟯 GovWell                 |           |  |
|---------------------------|-----------|--|
| Q Search                  | Permits   |  |
| 合 Building                | My Atte   | Q Search   |
|                           |           |  |
|                           |           | 1031   |
| 🗏 Planning & Zoning       | Permit    | All Parcel IDs Addresses Permits Applicants Violations   |
|                           | #23-00123 | Parcel ID  |
| (1) Code Enforcement      |           | D 103173747 (5 permits · 17 plans · 25 inspections · 2 violations)                               |
| Complaints<br>Inspections | #23-00124 | D Parcel ID<br>103125252 (1 permit · 3 plans · 2 inspections · 0 violations)                     |
| Reports                   | #23-00125 | D Parcel ID<br>103125252 (4 permits · 9 plans · 7 inspections · 1 violations)                    |
|                           |           | Address<br>1031 Sunset Drive, Nyack NY 10960 (1 permit · 3 plans · 2 inspections · 0 violations) |
|                           |           | Permit<br>#NY-01031 (Commercial Roofing Permit)  |
|                           |           | 5 results 1↓ Select ← Open 🗰 ← Open in New Tab   |



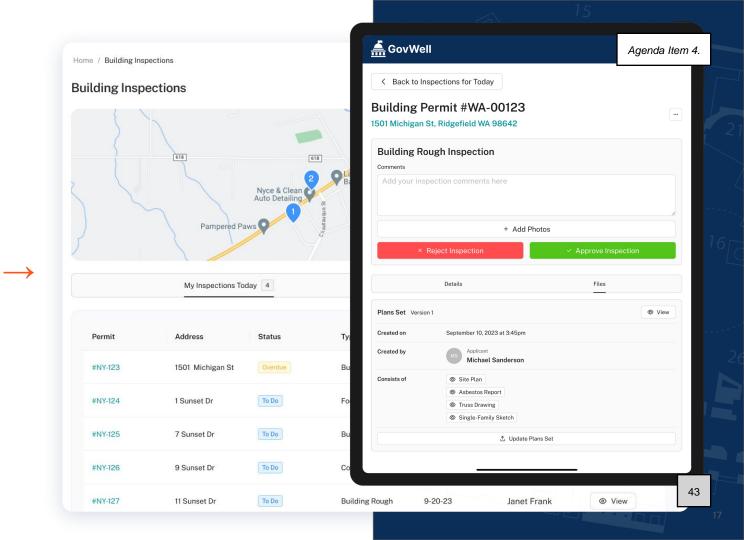
## Plan review

Collaborate to markup plans electronically and share corrections with applicants. Review faster with comment templates and code references.



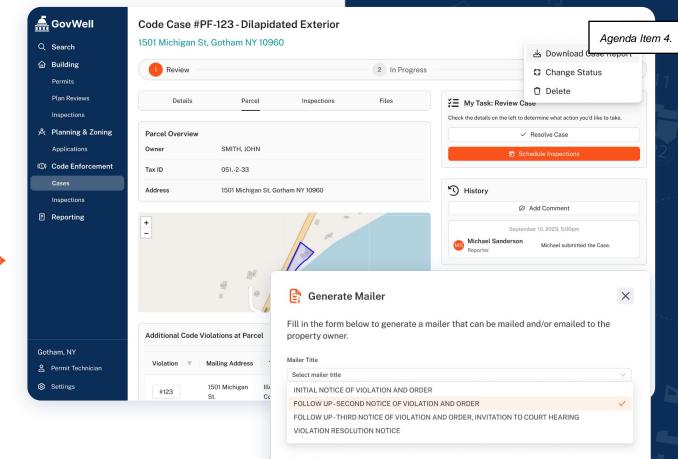
# Inspections made easy

Log inspections and add photos from any mobile device. Plan efficient routes by visualizing your day's work.



# Code enforcement

Track violations, log inspections, and prepare violation notices. Get ready for court with one click.



#### Comments

Enter comments for property owner

# Analytics and reporting

Effortlessly track key metrics, generate reports, and visualize data on maps.

| Dashboards                        |                     | Reports            | Maps  |
|-----------------------------------|---------------------|--------------------|---|
| Status                            | Project Type        |                    | Application Date                            |
| All Statuses                      | ✓ All Project Types | v ]                | Any Application Date                        |
| Active Building Permits <b>52</b> | © Vie               |                    | Zoning Applications <ul> <li>Vie</li> </ul> |
| Permits Issued Year To Da         | ate                 | Building Permits b |   |
| 300                               |                     | 120 1              | • Roof<br>100 • Deck                        |
|                                   |                     |                    |   |
| 200                               |                     | 30                 | New Construction     Mechanical             |

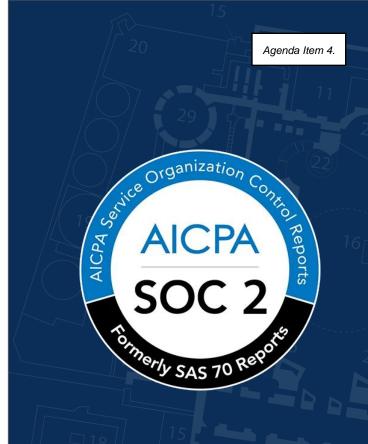
# Security 🕡

#### GovWell is SOC 2 Certified (Type II).

As a trusted provider of software to government agencies around the United States, GovWell takes security and privacy extremely seriously.

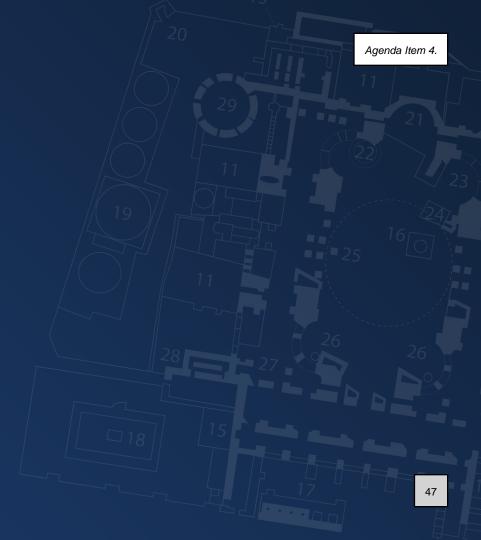
 $\rightarrow$ 

For more info on GovWell's controls please visit: <a href="https://trust.govwell.com/">https://trust.govwell.com/</a>





# Pricing



#### Modules and pricing

| Module                            | Description  | Price (annual) |
|-----------------------------------|--|----------------|
| Building Permits &<br>Inspections | Manage building permits, inspections, and plan review. Includes online portal for improving access and transparency to the public. | \$10,000       |
| Planning & Zoning                 | Online planning & zoning applications, workflow management, and plan review.   | \$5,000        |
| Code Enforcement                  | Online citizen complaints + code enforcement case management.  | \$5,000        |
| Business Licenses                 | Manage business license applications and renewals.   | \$4,000        |
| Citizen Requests                  | Online portal and management of citizen requests.  | \$4,000        |
| Contractor Registration           | Manage contractor license registration & renewals.   | \$3,000        |

Total: \$31,000

GovWell

#### Implementation and data migration fees

| Item  | Description   | Price (one-time) |
|---|---|------------------|
| Implementation - Standard                       | <ul> <li>Full-service configuration of system, including:</li> <li>Online forms / applications</li> <li>Workflows for each record type</li> <li>Document templates (Permit cards, COs, notices of violation)</li> <li>Inspection templates</li> <li>Reports</li> <li>Staff training</li> </ul>  | \$10,000         |
| Data Migration (Raw Data +<br>Files) - Standard | Migration of historical permit data to GovWell including data in CSV or Excel format. Customer is<br>responsible for providing GovWell the data in the aforementioned format(s), and GovWell is<br>responsible for importing it. Modules included:<br>Building Permits & Inspections<br>Planning & Zoning<br>Code Enforcement<br>Business Licenses<br>Citizen Requests<br>Contractor Registration | \$5,000          |

Total: <del>\$15,000</del> \$7,500

# **Implementation timelines**

Agenda Item 4.

We work quickly to get you live on GovWell. We deploy modules in stages so that you can get up and running faster on the most important functionality.

| Item                                  | Details     |
|---------------------------------------|-------------|
| Contract Signing Date<br>(Estimated)* | May 2025    |
| Go-Live Date<br>(Target)              | Winter 2026 |
| Current System Shut Off<br>Date       | -           |

\*We begin implementation typically within 1 week after we sign a contract.

#### Timplementation Time by # of Modules

| # of<br>Modules | Timeline<br>(Standard) | Timeline<br>(Priority) |
|-----------------|------------------------|------------------------|
| 1               | 3+ Months              | 2-3 months             |
| 2               | 5+ Months              | 3-5 months             |
| 3               | 7+ Months              | 4-7 months             |
| 4               | 9+ Months              | 6-9 months             |
| 5+              | 12+ Months             | 8-12 months            |

#### **Pricing Summary**

| Item                         | Details   |
|------------------------------|---|
| Year 1 Cost                  | <del>\$46,000</del> \$38,500                            |
| Annual Recurring<br>Services | \$31,000  |
| Annual<br>Uplift             | 5% (not applicable when signing a multi-year agreement) |
| Billing                      | Annual, invoiced upon signing                           |
| Initial Term                 | 3 years   |

Pricing valid through 6/30/25

Agenda Item 4.

### 

# Save money with multi-year agreements

We can lock in prices in exchange for longer commitments.

GovWell

# Included with your subscription



Access to purchased modules, including upgrades and maintenance



Full service implementation: GovWell owns system configuration, GIS integration, staff training



Unlimited data storage



Unlimited user licenses for purchased modules



GovWell

Same-day chat/email support and dedicated Deployment Strategist



# Fast, easy implementation

You'll partner with a dedicated GovWell Deployment Strategist who is responsible for making your transition seamless.

For more info on how we support you during implementation, view our <u>implementation guide here</u>.



#### Marykate McCarthy Sr. Deployment Strategist

Managed logistics for two presidential campaigns. BA Psychology, George Washington University



#### Briana Barlow-Maibaum Deployment Strategist

Child of two public servants, former D1 track & field athlete. BA Political Science, UCLA



#### Kenneth Taylor Sr. Deployment Strategist

10 years of experience in software deployment. BS Science of Economics, University of Pennsylvania



#### Nate Levin Deployment Strategist

A decade of experience in government and politics. BA Economics & Sociology, Bates College. MA Public Administration, Columbia University



Sarah Peters Sr. Deployment Strategist

Started two companies in travel logistics / hospitality. BS Applied Economics & Management, Cornell University

Agenda Item 4.

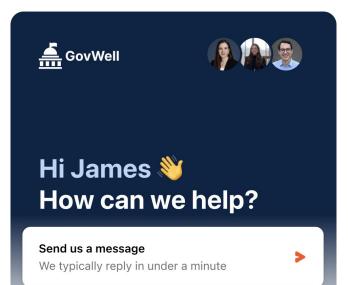
#### WHY GOVWELL?

Agenda Item 4.

# Fast, unlimited support for staff and your community

#### 1 minute response time

Contact us via chat, phone, and email



#### We answer citizen questions for you

Reduce phone calls & emails to your office



Joe Smith - Contractor

How do I pull a new building permit?

#### Zach - GovWell 🛞

Hi, this is Zach from GovWell. I can help you start your application. Please follow the link below for a new building permit application.



Joe Smith - Contractor Thanks, I appreciate it!

## References

1. Ashley Bailey, Hutto, TX

Director of Development Services 512-759-5961 ashley.bailey@huttotx.gov Ashley has used GovWell for a number of different modules since 2023.

#### 2. Roxanne Jasman, Camp Verde, AZ

Chief Building Official 928-554-0061 roxanne.jasman@campverde.az.gov Roxanne switched Camp Verde to GovWell from iWorQ last year.

#### 3. Robin Morency, Cold Spring, KY

City Clerk 859-441-5961 robin.m@coldspringky.gov Robin switched Cold Spring to GovWell from iWorQ last year.



## Leadership



Troy LeCaire CEO and Co-Founder

Originally from Green Bay, Wisconsin, Troy is passionate about empowering public servants to serve their communities better with modern technology. Before GovWell, Troy worked for two Wisconsin senators and spent 7 years in leadership roles at RippleMatch, a developer of hiring software used by 200+ employers like General Mills and eBay. He studied Government at Cornell University.







#### Ben Cohen CTO and Co-Founder

Ben grew up helping his dad, a general contractor, to pull thousands of permits. Ben's personal struggles navigating development processes as an applicant inspired him to build more user-friendly products for governments and citizens. Before GovWell, Ben spent 5 years developing software for Uber and Amazon. He studied Computer Science at Princeton University.





### Advisors

Agenda Item 4.



Michael A. Nutter Mayor of Philadelphia (2008-2016)

Michael Nutter served two terms as the 98th mayor of Philadelphia. He previously spent 15 years in the Philadelphia City Council.

Mayor Nutter is past President of the United States Conference of Mayors and founder of Cities United. He holds a BS in Economics from the Wharton School at the University of Pennsylvania.



Richard J. Berry Mayor of Albuquerque (2009-2017)

Richard Berry served two terms as the 29th mayor of Albuquerque. He is also a former member of the New Mexico House of Representatives.

Prior to entering politics, Mayor Berry was an entrepreneur in the construction industry. He received a BBA from University of New Mexico, Albuquerque.



Mick Cornett Mayor of Oklahoma City (2005-2018)

Mick Cornett served as the 37th mayor of Oklahoma City where he was re-elected to a record four consecutive terms. He was the President of the United States Conference of Mayors in 2016-17.

He received his BA from University of Oklahoma and MBA from New York University.



#### **C. William Frick** Majority Leader, Maryland House of Delegates (2017-2019)

Bill Frick served as the Majority Leader for the Maryland House of Delegates from 2017-2019, and as a member representing the 16th district from 2007-2019.

He received his JD from Harvard Law School and BA from Northwestern University.

Agenda Item 4.

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# CONNECTED GOVERNMENT, CONNECTED RESIDENTS.

**SDL** 

May 2, 2025 **Proposal By:** Josie Peery **Proposal For**: Lansing City - KS **Proposal Expiration**: Jul 31, 2025

# ♦ SDL

| Order Form                    |                     |  |
|-------------------------------|---------------------|--|
| Contract Information          | Billing Information |  |
| Customer: Lansing City - KS   | Contact Name:       |  |
| Kickoff Date: Sep 1, 2025     | Address:            |  |
| Contract Term: 1 years Email: |                     |  |
|                               | Phone:              |  |

#### **Pricing Information**

Spatial Data Logic is pleased to offer the following pricing.

| Item Name      | Total Quantity | Kickoff Date | Duration | Year 1 Total Investment |
|----------------|----------------|--------------|----------|-------------------------|
| Data Migration | 1              | -            | -        | 0                       |
| Training       | 14             | -            | -        | 0                       |
| SDL Premium    | 1              | Sep 1, 2025  | 1        | \$24,750                |
|                |                |              |          | \$24,750                |

#### **Required Hardware and Software:**

- Unless otherwise described in this proposal, SDL is not providing any hardware or software outside of the description above.
- Internet Access Internet access is a requirement.
- Client Computers The software requires the current Microsoft-supported Windows operating system or current Apple-supporting MacOS.
- iOS or Android devices are needed for the SDL Mobile App. Devices are required to have data plans for real-time syncing.

#### **Terms and Conditions:**

 All outstanding invoices beyond (60) days are subject to the accrual of interest at a rate of 1.5% per month.



- Past-due invoices over 30 days may subject the account to service interruptions.
- All payments will follow SDL's standard billing terms unless otherwise negotiated and agreed upon.

#### **PROPOSAL SIGN-OFF**

The above information outlines the scope of work and software services that will be provided by SDL. To begin implementation, SDL will need this signed document in addition to the approved Statement of Work

#### **Purchase Order**

Purchase Orders or Invoices will be issued directly to SDL unless using a Third-Party Reseller.

If you are using a third-party reseller, you will receive a quote from that vendor.

#### **Proposal Approval**

I have reviewed the information contained in this proposal and agree that:

- The attached quote meets my request.
- I understand the software and hardware requirements for my specific licensing

I confirm that I am authorized to sign on behalf of Lansing City - KS.

Signature:

Name: %BUYER\_SIGNEE\_NAME%

# ♦ SDL

#### SPATIAL DATA LOGIC LLC.

| Name Joshua | Gentzler |
|-------------|----------|
|-------------|----------|

Title Economic Development

Signature

Date



# Cloudpermit 🗩

#### Cloudpermit

11911 Freedom Drive, Ste. 720 Reston, Virginia 20190 **United States** 

Ship To Joshua Gentzler Lansing 800 First Terrace Lansing, Kansas 66043 United States 913-364-6920 jgentzler@lansingks.org

Subscription

Proposal #: Q-02885-2 Customer #: Expires On: Sales Person: Sales Person Email:

CUST-0035176 8/28/2024 9/20/2024 Brian Liszka brian.liszka@cloudpermit.com E-Mail

Agenda Item 4.

Τυρυσαι

United States

800 First Terrace Lansing, Kansas 66043

**Delivery Method:** 

Date:

**Bill To** Lansing

| Product Name                  |                   | Invoice 1  | Invoice 2  | Invoice 3  |
|-------------------------------|-------------------|------------|------------|------------|
| Code Enforcement              | Total             | USD 1,300  | USD 1,352  | USD 1,406  |
| Land Use                      | Total             | USD 2,000  | USD 2,080  | USD 2,163  |
| Licensing and<br>Registration | Total             | USD 2,700  | USD 2,808  | USD 2,920  |
| Building                      | Total             | USD 7,000  | USD 7,280  | USD 7,571  |
| Sul                           | bscription Total: | USD 13,000 | USD 13,520 | USD 14,060 |

#### Service

| Description   | Total     |
|---|-----------|
| Data Import   | USD 1,500 |
| Implementation Fee - Building Software Solution                   | USD 500   |
| Implementation Fee - Code Enforcement Software Solution           | USD 500   |
| Implementation Fee - Land Use Software Solution                   | USD 500   |
| Implementation Fee - Licensing and Registration Software Solution | USD 500   |
| Service Total:  | USD 3,500 |

**Customer Total First Invoice:** 

**USD 16,500** 

#### **Terms & Conditions**

Validity of this quote: 30 days from date of creation

Term: 3 years, billable annually

Payment Term: Net 30 days from Invoice Date

Invoicing: Subscription invoice to be sent after contract is signed and then annually.

Implementation payments: 50% (M1) due upon implementation start and 50% due after implementation is complete (M2). All stated prices are exclusive of any taxes.

### **Proposal Overview**

#### **Annual Subscription Fee**

Cloudpermit's software licensing model is different from most vendors because it is designed to reflect the needs, convenience, and business realities of small and mid-sized local governments.

The annual fee includes everything the client needs to operate and maintain the software on an ongoing basis. There are no hidden fees and no cost for newly developed features in each module.

#### Included in the Annual Subscription Fee:

- Oulimited user licenses for municipal staff
- Access to all software features (including mobile features)
- Unlimited data storage
- Online portal for public users to submit online
- Core integrations (GIS, Online Payments)
- Support and maintenance (described below)

#### Implementation and Training

#### Implementation

Cloudpermit is an out-of-the-box SaaS solution purpose-built for local government building departments. The implementation process is standardized, while considering the specific and unique needs of each client. Implementation typically takes between 4-8 weeks. Little to no IT support is required from the client.

#### Training

Cloudpermit provides training for end-users and administrative users throughout the implementation of the software. Training takes between 4-6 hours and is done in the client's uniquely configured environment.

#### **Maintenance and Support**

#### Maintenance

Maintenance is included with the annual subscription fee. Cloudpermit updates the software every 3-4 weeks, for a minimum of 12 updates per year. Updates are managed by Cloudpermit's development team, requiring no effort from the client's end-users or IT staff. Updates are hot-patched, meaning there is no system downtime for end-users. Cloudpermit's release notes are public and available at the following link: https://support.cloudpermit.com/support/solutions/67000379501

#### Support

Support is included with the annual subscription fee for each solution.

#### **Cloudpermit provides the following support resources:**

in @Cloudpermit

- Industry standard support ticketing portal for clients
- Self-help portal for municipal end-users, as well as public applicants (builders/developers)

Cloudpermit's support portal is updated in line with monthly releases, and is available to the public at the following link: <a href="https://support.cloudpermit.com/support/home">https://support.cloudpermit.com/support/home</a>

#### Cloudpermit 🗩

# Why Cloudpermit?

Community Development Made Simple

#### **Online Access**



Perform inspections with or without service in the field, issue applications from your couch, and cut down on time spent at the front counter. All users can access Cloudpermit from their phone, tablet, and computer — just log in.

#### **Time-Saver**



#### **User-Friendly**

Your staff, citizens, and workers can do everything online. Staff always get complete applications from their citizens, and no one needs to travel to the office to reinput notes or submit documents.

#### **Community Growth**



Facilitate community growth with increased revenue by speeding up processes. Make your community a better place to live, build, and grow. Agenda Item 4.

# **Our Products**

#### Community Development Made Simple



#### Permitting

Use government permitting software to provide better citizen service, organize your building permits, and accept complete applications.



#### Licensing

Enjoy licensing software that lets your team issue and renew licenses, access property information, and use interactive maps.



#### **Planning & Zoning**

Take advantage of planning and zoning software to issue land use permits and achieve greater land management.



**Code Enforcement** 

Leverage inspection software to complete assessments in the field, add photos to notes, and schedule inspections online.



#### Inspections

Use government permitting software to provide better citizen service, organize your building permits, and accept complete applications.

#### Don't take our word for it...

# **Listen to our partners**

"Our Customer Success Manager was amazing at walking us through the software and went above and beyond our expectations. He ensured we had the necessary tools for success, answered our questions, and gave us the confidence to explore new things. **The excellent customer service we received during implementation enabled us to provide excellent service to our citizens.**"

Henry Hemphill, City Planner City of Fruita, Colorado

Agenda Item 4.

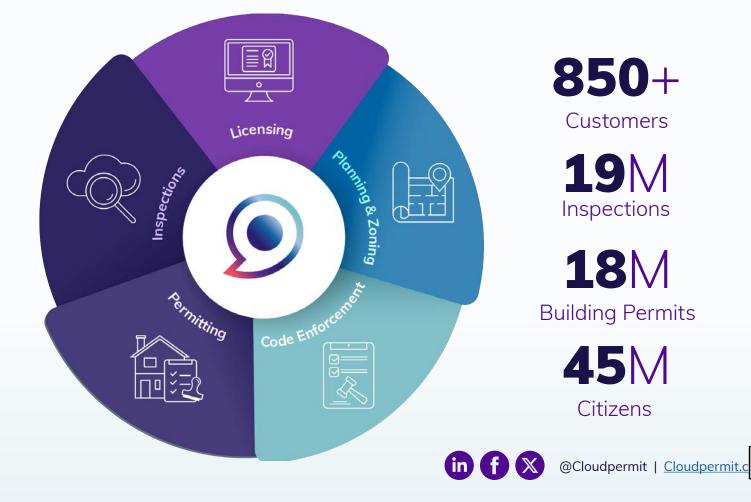
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"Cloudpermit seamlessly integrated with our government's existing systems and proved to be an excellent fit for our team. We no longer worry about servers or user licenses since this software **hosts our data with unlimited user licenses.**"

Mark Shaw, Code Enforcement Officer Seneca County, New York

"If a country boy like me can figure out how to manipulate and navigate Cloudpermit without any training, then the software must be really user-friendly. It took me 20 years to learn how to use other systems **as effectively as I could use Cloudpermit in just one day.**"

Tim Murray, Director of Planning and Development City of Brownwood, Texas



## **Implementation Timeline**

The implementation schedule is mutually agreed upon before the kickoff meeting and documented with a project plan.

Check out our standard implementation schedule below.

| Cloudpermit Estimated<br>Project Timeline | Week<br>1 | Week<br>2 | Week<br>3 | Week<br>4 | Week<br>5 | Week<br>6 | Week<br>7 | Week<br>8 | Week<br>9 | Week<br>10 | Week<br>11 | Week<br>12 | Week<br>13 | Week<br>14 | Week<br>15 | Week<br>16 | Week<br>17 | Week<br>18 | Week<br>19 |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Building Department                       | 5-6 weeks |           |           |           |           |           |           |           |           |            |            |            |            |            |            |            |            |            |            |
| Code Enforcement                          |           |           |           |           |           | 4-5 weeks |           |           |           |            |            |            |            |            |            |            |            |            |            |
| Planning Department                       |           |           |           |           |           |           |           |           |           | 8-10 weeks |            |            |            |            |            |            |            |            |            |

## Implementation Model

Both Cloudpermit's team and the customer are responsible for performing tasks during the implementation process.

#### **Kickoff**:

The kickoff meeting starts the implementation process. Your designated Implementation Specialist, your staff, and key stakeholders meet to review an overview of the software, discuss goals and objectives, schedule, and plan for a successful implementation.

#### Workshop:

The workshop ensures that the Implementation Specialist has a clear understanding of the business processes, details that government staff needs to collect from the applicant, fee schedules, payment providers, any needed integrations and costs, and any needed templates.

#### **Configuration:**

The software is configured with the features and functionalities the customer needs.

Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, business licensing, planning & zoning, and code enforcement.









### Cloudpermit Implementation Model

#### **Training & Testing:**

The customer will meet with their Implementation Specialist for two standard training sessions.

Additional Training: Most customers feel prepared to start using Cloudpermit at the end of their training sessions. Sometimes, additional training is necessary. In this case, customers can order additional training for an additional cost.

#### **Go-Live:**

The go-live includes a go/no go decision prior to a scheduled go-live meeting where the training environment goes to production. At the go-live meeting, the customer will submit their first building permit, application, or create their first case within Cloudpermit.

#### **Milestones & Acceptance Criteria:**

Milestones are used to accept that you have completed a step in the implementation process. As each milestone is completed, the customer receives and must sign a Milestone Acceptance Document to agree the milestone has been reached.

If there are any go-live blockers or corrections needed, customers must inform Cloudpermit's team.

#### **Change Management:**

If additional needs are identified during the implementation process that are outside of the project scope, a change request is made.

#### **Additional Services Cost**

Cloudpermit can provide additional services as per the price list with a change order.

For on-site meetings, travel and per diem expenses will be invoiced to the customer in accordance with the Cloudpermit Travel Policy. This includes airfare, mileage, hotel accommodations, and daily per diem.

Let us know if you have any questions and we're looking forward to working with you.

Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, business licensing, planning & zoning, and code enforcement.



@Cloudpermit



위원 상태





### **Data Security**

FAQs

#### Where is the data stored?

All data is stored in the US and hosted on Google Cloud Services.

#### How is data stored securely?

Triple redundant co-location is in place with three geographically separate data centers. All data is encrypted both in transit and at rest.

#### How often are passwords reset?

Minimum password strength requirements are in place for all users, and passwords must be reset every 6 months.

#### How often are backups done?

System backups are done hourly.

#### What is Cloudpermit uptime guarantee?

Cloudpermit guarantees 99.99% uptime annually.

#### Who owns the data?

The client owns their data. Cloudpermit merely hosts it.

#### Is there a limit to the amount of data storage?

There is no data storage limit..

#### What are the benefits of Cloudpermit's security?

Cloudpermit's security measures ensure that client data is stored safely, and accessibility is maintained at all times.

#### Can I view more information about **Cloudpermit's** security protocols?

Yes, you can visit our website for more information on our security measures.

#### Are there any known security issues with **Cloudpermit's system?**

No, Cloudpermit's security system is regularly updated to prevent any security breaches.



Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, business licensing, planning & zoning, and code enforcement. Aim your phone camera here and tap the link that appears!



### **Building Permitting**

#### **Use Anytime, Anywhere**

Access Cloudpermit 24/7 on your phone, tablet, or laptop with any browser or operating system.

#### Accept, Review, and Issue **Building Permits**

Work online to receive and issue building permit applications with ease and without paper.

#### **Receive Complete Building Permit Applications**

Force citizens to complete applications before they can click 'submit' with mandatory input fields.

#### **Conduct On-site Mobile Building Inspections**

Manage all data, contact information, drawings, reports, etc., in the field by starting and finishing building inspections on-site.

#### **Use Maps Integrated with** Your GIS

Select building permit locations, view detailed property information and plan optimal inspection routes.

#### Change and Modify Workflows

Select building permit types from a pre-configured structure, and manage requirements, including forms, drawings, reviews, and inspections for each type of application.

#### **Gain Insight with Reports**

Create reports, such as for permits, assessments, payments, inspections, reviews, etc.

#### **Accept Payment**

Enable online and over-the-counter payments, send notifications for due payments, and determine a detailed list of fees.

#### **Keep All Communication in One Place**

Send direct and group time-stamped messages for organized conversations.

#### Get Up and Running Quickly

Start using Cloudpermit within weeks without costly integrations or IT support.

Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, planning & zoning, and code enforcement.

### **Code Enforcement**

#### **Use Anytime, Anywhere**

Access Cloudpermit 24/7 on your phone, tablet, or laptop with any browser or operating system.

# Accept Complaints from Citizens

Accept complaints and determine what contact information is required for complainants.

# Create Cases and Violations in the Field

Work in the field and search past building permits, previous complaints, cases, and history of a property.

#### **Conduct On-site Inspections**

Input notes and complete reports in the field on any mobile device.

#### View Case History in Chronological Order

Access data, contact information, reports, photos, etc., in chronological order.

#### **Share Photos**

Upload photos to cases, violations, and inspections.

Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, planning & zoning, and code enforcement.

#### Use Maps Integrated with Your GIS

Select case locations, view detailed property information, plan optimal inspection routes.

#### **Accept Payment**

Enable online and over-the-counter payments, send notifications for due payments, and determine a detailed list of fees.

# Keep All Communication in One Place

Send direct and group time-stamped messages for organized conversations.

#### **Get Up and Running Quickly**

Start using Cloudpermit within weeks without costly integrations or IT support.

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## **Business Licensing**

SOFTWARE SOLUTION

#### **Online Portal in the Cloud**

Log into Cloudpermit whenever and wherever suits you best.

- Use any mobile device via the Internet
- Benefit from storing information in the cloud
- Automatically save and protect information in real-time
- Send direct or group time-stamped messages

#### **License Dashboard View**

Access all the information you need most often on your dashboard as soon as you log into Cloudpermit.

- Find the most recent applications
- View upcoming due dates
- Automate fee calculations
- Check business owner information
- Verify the status of an application

#### **GIS Integrated Maps**

Seamlessly integrate your GIS for accurate and relevant location information.

- Find up-to-date property information
- Plan routes for site visits
- Separate areas into zones

#### **Data Import**

Easily import past business licenses into Cloudpermit.

- Move existing data into a new system
- Store past business licenses online
- Keep all information in one place

#### **Renewal Management**

Renew business licenses with ease online.

- Get notified before renewals are due
- Send automatic email notifications to business owners for renewals
- See dashboard view for upcoming renewals

#### **Document Management**

Manage and sort documents simply and quickly with Cloudpermit.

- Manage documents for multiple business licenses
- Silter and sort relevant information

#### Reporting

Take advantage of custom reports and one-click downloads to learn more about the data surrounding your business licenses.

- Create reports for business license renewals
- Use templates
- Track outstanding fees
- Oownload reports as an Excel or CSV file

#### **Payment and Fee Calculations**

Set up online and over-the-counter payments.

- Send notifications for due payments
- Calculate fees for business licenses
- Manage overdue fees







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## Land Use Permitting

SOFTWARE SOLUTION

## **Online Portal in the Cloud**

Log into Cloudpermit whenever and wherever suits you best.

- Use any mobile device via the Internet
- Benefit from storing information in the cloud
- Automatically save and protect information in real-time
- Send direct or group time-stamped messages

## Building Permits and Land Use Permits

Accept and issue a land use permit before accepting a building permit application.

- Building, planning, and zoning departments can work together
- Require land use permits before building permits can be issued
- Allow collaboration between building, planning, and zoning departments

## Applications

Receive complete land use permit applications as citizens must complete all fields before their application can be submitted.

- Send automatic updates when the status of a permit changes
- Accept land use permit and building permit applications in the same software

## **GIS Integrated Maps**

Seamlessly integrate your GIS for up-to-date information and interactive maps.

- Find accurate property information
- Calculate the size of a property
- Access detailed property information including different layers like heritage areas
- Search permit locations on a map

## **Meetings**

Manage and sort meetings online.

- Organize meetings with stakeholders such as the board of appeals
- Generate meeting packages with important documentation for the board members
- Manage pre-consultation requests
- Create agendas using templates
- Assign applications to upcoming applications

## **Public Notice**

Follow public notice guidelines with ease.

- Find public notice radius and use links/QR code to send updates to citizens
- Upload public opinion documents
- Track public opinion and set up a list of who needs to be contacted

Cloudpermit provides community development software. We offer simple and online software solutions for building permitting, business licensing, planning & zoning, and code enforcement.

Aim your phone camera here and tap the link that appears!

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## **Land Use Permitting**

## Circulation

Send circulation requests to receive responses in real-time.

- Record and organize all responses in the same software
- Enable real-time responses from stakeholders

## Reporting

Determine and review different reports.

- Save commonly used reports with presets
- Oownload reports as CSV or Excel file

## Configuration

Work with a trained Implementation Specialist to learn how to use the software.

- Modify lists and descriptions
- Access tutorials and support documents
- Configure default review types and descriptions

## Conditions

Assign conditions to permits and clear them prior to closing the files.

 Allow collaboration between building, planning, and zoning departments

## **Payments**

Collect payments from citizens.

- Allow citizens to pay with a credit card
- Let citizens know when their payment is due
- Configure fees and bills

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# Cloudpermit Data Import

March 2023



## Description

Cloudpermit Data Import allows the Customer to import the Customer's existing legacy data (applications, permits, inspections, and attachments) into the Cloudpermit system.

The information in this document is subject to change without notice aligning with future releases.

### **Data Import Process**

The data import process includes five (5) steps:

- 1. Exporting data from the Customer's existing system.
- 2. Adding the exported data into an Excel spreadsheet.
- 3. Reviewing the data in the spreadsheet.
- 4. Correcting possible errors in the spreadsheet.
- 5. Importing data into the Cloudpermit system.

### **Roles and responsibilities**

- 1. *Exporting data from existing system:* Customer is responsible for exporting cleansed and normalized data from its existing system into a CSV file format.
  - Data Cleansing: the process of fixing incorrect, incomplete, duplicate or otherwise erroneous data in a data set.
  - Data Normalization: the process of organizing data entries so they appear similar across all fields and records, making it possible to find, group and analyse the information.
- 2. Adding exported data into an Excel spreadsheet. Customer adds the data into the Cloudpermit-provided Excel template. Customer is responsible that the data matches the Excel template's format.
- 3. *Reviewing data.* Cloudpermit does one round of reviewing the spreadsheet and provides information to Customer about possible errors in entry of the data to the Excel spreadsheet.
- 4. *Possible correction of errors.* Customer corrects possible errors and provides a cleansed Excel spreadsheet back to Cloudpermit.
- 5. *Import data into Cloudpermit system*. Cloudpermit and Customer imports the data from the spreadsheet into the Cloudpermit system.

After data has been successfully imported to Cloudpermit, the Customer can find and use the data in the Cloudpermit workspace section as if it would have been created in the Cloudpermit system.

## **Excel Spreadsheet and data requirements**

In order for the content to operate properly within the Cloudpermit system, the exported data will need to be in certain required column and format. Cloudpermit provides an Excel template to Customers who are importing data. The examples below shows the required formatting for each import and field found within the Import Excel templates:

#### Workspace Import format requirements

| Column | Field Name                                 | Required Y/N | Field Type 🗾    | Req. Formatting      |
|--------|--|--------------|-----------------|----------------------|
| В      | Permit Number                              | YES          | TEXT OR NUMBER  | N/A                  |
| с      | Location                                   | YES          | TEXT OR NUMBER  | Match GIS Format     |
| D      | Municipality                               | NO           | TEXT OR NUMBER  | N/A                  |
| E      | Roll Number/PIN                            | YES          | TEXT OR NUMBER  | Match GIS Format     |
| F      | Permit description                         | NO           | TEXT OR NUMBER  | N/A                  |
| G      | Category                                   | NO           | TEXT OR NUMBER  | Map to CP Categories |
| н      | Work Type                                  | NO           | TEXT OR NUMBER  | Map to CP Categories |
| 1      | Work Target                                | NO           | TEXT OR NUMBER  | Map to CP Categories |
| J      | Workspace Status                           | NO           | TEXT OR NUMBER  | Map to CP Categories |
| к      | Assignee (Workspace)                       | NO           | TEXT OR NUMBER  | Map to CP Users      |
| L      | Date Submitted                             | NO           | DATE AND TIME   | MM/DD/YYY 00:00:00   |
| м      | Date issued                                | NO           | DATE AND TIME   | MM/DD/YYY 00:00:00   |
| N      | Issued by                                  | NO           | TEXT OR NUMBER  | N/A                  |
| 0      | Zoning                                     | NO           | TEXT OR NUMBER  | Match GIS Format     |
| Р      | Worksla                                    | NO           | TEXT OR NUMBER  | N/A                  |
| Q      | Construction cost                          | NO           | NUMBER          | N/A                  |
| R      | Applicant first Name                       | NO           | TEXT OR NUMBER  | Initcap              |
| S      | Applicant last name                        | NO           | TEXT OR NUMBER  | Initcap              |
| т      | Applicant street address                   | NO           | TEXT OR NUMBER  | N/A                  |
| U      | Applicant unit number                      | NO           | TEXT OR NUMBER  | N/A                  |
| V      | Applicant postal code                      | NO           | TEXT OR NUMBER  | N/A                  |
| Ŵ      | Applicant municipality                     | NO           | TEXT OR NUMBER  | N/A                  |
| х      | Applicant province                         | NO           | TEXT OR NUMBER  | N/A                  |
| Y      | Applicant corporation or partnership       | NO           | TEXT OR NUMBER  | Initcap              |
| Z      | Applicant mobile phone                     | NO           | TEXT OR NUMBER  | (XXX) XXX-XXXX       |
| AA     | Applicant other phone                      | NO           | TEXT OR NUMBER  | (XXX) XXX-XXXX       |
| AB     | Applicant email                            | NO           | TEXT OR NUMBER  | N/A                  |
| AC     | Owner first name                           | NO           | TEXT OR NUMBER  | Initcap              |
| AD     | Owner last name                            | NO           | TEXT OR NUMBER  | Initcap              |
| AE     | Owner street address                       | NO           | TEXT OR NUMBER  | N/A                  |
| AF     | Owner unit number                          | NO           | TEXT OR NUMBER  | N/A                  |
| AG     | Owner postal code                          | NO           | TEXT OR NUMBER  | N/A                  |
| AH     | Owner municipality                         | NO           | TEXT OR NUMBER  | N/A                  |
| AI     | Owner province                             | NO           | TEXT OR NUMBER  | N/A                  |
| AJ     | Owner corporation or partnership           | NO           | TEXT OR NUMBER  | Initcap              |
| AK     | Owner mobile phone                         | NO           | TEXT OR NUMBER  | (XXX) XXX-XXXX       |
| AL     | Owner other phone                          | NO           | TEXT OR NUMBER  | (XXX) XXX-XXXX       |
| AM     | Owner email                                | NO           | TEXT OR NUMBER  | N/A                  |
| AN     | Builder first name                         | NO           | TEXT OR NUMBER  | Initcap              |
| AO     | Builder last name                          | NO           | TEXT OR NUMBER  | Initcap              |
| AP     | Builder street address                     | NO           | TEXT OR NUMBER  | N/A                  |
| AQ     | Builder unit number                        | NO           | TEXT OR NUMBER  | N/A                  |
| AR     | Builder postal code                        | NO           | TEXT OR NUMBER  | N/A                  |
| AS     | Builder municipality                       | NO           | TEXT OR NUMBER  | N/A                  |
| AT     | Builder province                           | NO           | TEXT OR NUMBER  | N/A                  |
| AU     | Builder corporation or partnership         | NO           | TEXT OR NUMBER  | Initcap              |
| AV     | Builder mobile phone                       | NO           | TEXT OR NUMBER  | (XXX) XXX-XXXX       |
| AW     | Builder noble phone<br>Builder other phone | NO           | TEXT OR NUMBER  | (XXX) XXX-XXXX       |
| AX     | Builder email                              | NO           | TEXT OR NUMBER  | N/A                  |
| AX     | Permit Comments                            | NO           | TEXT OR NUMBER  | N/A                  |
| A1     | r ennit comments                           | NO           | TEXT ON NONIBER | 11/7                 |

\*Initcap = replace the first letter of every word in a character string with an uppercase letter.

#### Inspection Import format requirements

| Column | Field Name                      | Required Y/N | Field Type                  | Field Formatting      |
|--------|---------------------------------|--------------|-----------------------------|-----------------------|
| В      | Permit Number                   | YES          | TEXT OR NUMBER              | N/A                   |
| с      | Inspection Type                 | YES          | TEXT OR NUMBER              | Map to CP Inspections |
| D      | Result for this visit           | NO           | TEXT OR NUMBER              | Map to CP Results     |
| E      | Site Conditions                 | NO           | TEXT OR NUMBER              | N/A                   |
| F      | Internal Notes                  | NO           | TEXT OR NUMBER              | N/A                   |
| G      | Inspection Date                 | NO           | DATE AND TIME               | MM/DD/YYY 00:00:0     |
| н      | Inspector                       | NO           | EMAIL (USER IN CLOUDPERMIT) | N/A                   |
| I      | Inspector Status                | NO           | TEXT OR NUMBER              | Map to CP Statuses    |
| J      | Inspection Comments             | NO           | TEXT OR NUMBER              | N/A                   |
| к      | Requested inspection start time | NO           | DATE AND TIME               | MM/DD/YYY 00:00:0     |
| L      | Confirmed inspection start time | NO           | DATE AND TIME               | MM/DD/YYY 00:00:0     |

#### Attachment Import format requirements

| Column | Field Name      | Required Y/N | Field Type 🗾   | Field Formatting 💌 |
|--------|-----------------|--------------|----------------|--------------------|
| В      | File Name       | YES          | TEXT OR NUMBER | N/A                |
| с      | Permit          | YES          | TEXT OR NUMBER | N/A                |
| D      | Attachment Type | NO           | TEXT OR NUMBER | N/A                |
| E      | Description     | NO           | TEXT OR NUMBER | N/A                |
|        |                 |              |                |                    |

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## AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Joshua Gentzler
DATE: June 17, 2025
SUBJECT: Resolution B-6-2025 – Fairlane Town Homes Phase II RHID

*Overview:* The City of Lansing is proposing to establish a Reinvestment Housing Incentive District (RHID) for the second phase of the Fairlane Town Homes project. This area has been identified as a location where new housing is needed to meet growing demand. The proposed project will include approximately 21 townhome units, including five triplexes and three duplexes, offering both one-bedroom and two-bedroom units. The RHID tool allows the City to support housing development by reimbursing certain eligible costs through the increase in property taxes generated by the new housing over time.

*Policy Consideration:* This project is being pursued under Kansas law K.S.A. 12-5241 et seq., which authorizes cities to use RHIDs to address housing shortages. A housing analysis previously completed by the City found that a lack of quality housing options is limiting economic growth. On August 12, 2024, the Kansas Department of Commerce approved Lansing's request to establish this RHID. A public hearing is scheduled for August 7, 2025, to allow residents and stakeholders to give feedback before the final decision. If approved, the City will enter into a development agreement with Greenamyre Rentals, Inc. to support the project through eligible tax reimbursement mechanisms.

*Financial Consideration:* The total assessed value of the land in the RHID district is currently \$27,141, with no existing improvements. The developer is not requesting reimbursement for public infrastructure (like roads and sewers), as these are already in place. Instead, the developer is seeking reimbursement for vertical construction costs — meaning the cost of building the townhomes themselves. A feasibility analysis has been completed, showing that the expected increase in property tax revenue from the new development will be enough to pay for the eligible costs over time, without requiring additional funding from the City.

Action: Staff recommends that the City Council approve Resolution B-6-2025 setting a public hearing date for August 7, 2025, to consider the establishment of the Fairlane Townhomes Phase II RHID and adoption of the related development plan. If there is no objection following the hearing, Council may proceed with formal approval of the RHID and execution of a development agreement with Greenamyre Rentals, Inc.

## AGENDA ITEM # 5

(Published in the *Leavenworth Times* on the \_\_\_\_\_ day of \_\_\_\_\_, 2025)

### **Resolution No. B-6-2025**

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT)

**WHEREAS,** the Kansas Reinvestment Housing Incentive District Act, K.S.A. 12-5241 *et seq.* (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the State) to designate Reinvestment housing incentive districts ("RHID") within such city; and

**WHEREAS**, the City of Lansing, Kansas (the "City") constitutes a City as said term is defined in the Act; and

**WHEREAS,** a housing needs analysis titled Housing Lansing (the "Analysis") has been performed with regard to the City, a copy of which is on file in the office of the City Clerk;

**WHEREAS,** Resolution No. B-10-2024 adopted by the City Council (the "Governing Body") made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a Reinvestment Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and Analysis to the Kansas Department of Commerce in accordance with the Act; and

**WHEREAS,** the Secretary of the Kansas Department of Commerce, pursuant to a letter dated August 12, 2024, authorized the City to proceed with the establishment of a Reinvestment Housing Incentive District pursuant to the Act; and

**WHEREAS,** the City has caused to be prepared a plan (the "Plan") for the development or redevelopment of housing and public facilities in the Fairlane Town Homes Phase II Reinvestment Housing Incentive District (the "District") in accordance with the provisions of the Act; and

WHEREAS, the Plan includes:

- 1. The legal description and map required K.S.A. 12-5244(a);
- 2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;

- 3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
- 4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the District, and the location thereof;
- 5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
- 6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
- 7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the Eligible Costs and public improvements that may be undertaken in such District. If other sources of public or private funds are to be used to finance the improvements, they shall be identified in the analysis; and

**WHEREAS,** the Governing Body proposes to continue proceedings necessary to create the District and adopt the Plan by the calling of a public hearing on such matters.

**THERFORE BE IT RESOLVED** by the Governing Body of the City of Lansing, Kansas as follows:

**Section 1. Proposed Reinvestment Housing Incentive District.** The Governing Body hereby declares an intent to establish the District. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached herein, and shown on the map depicting the existing parcels of land attached herein as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land improvement values separately, is attached hereto as *Exhibit C*.

**Section 2. Proposed Plan.** The Governing Body hereby further declares intent to adopt the Plan in substantially the form presented to the Governing Body on this date, with such changes or supplements as may be approved by the City. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in *Exhibit D* attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in *Exhibit E* attached hereto.

**Section 3. Public Hearing.** Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on **August 7, 2025** at the City Hall, located at 800 First Terrace, Lansing, Kansas 66043; the public hearing to commence at 7:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

**Section 4.** Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

- A. A certified copy of this Resolution shall be delivered to:
  - i. The Board of County Commissioners of Leavenworth County, Kansas;
  - ii. The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing); and
  - iii. The Planning Commission of the City.
- B. This Resolution, specifically including *Exhibits A* thru *E* attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing.
- C. The Resolution, including *Exhibits A* thru *E* attached hereto, is available for inspection at the office of the clerk of the City at normal business hours. Members of the public are invited to review the plan and attend the public hearing on the date announced in this Resolution.

**Section 5. Further Action.** The Mayor, City Administrator, City Clerk and the officials and employees of the City, including the City Attorney and Gilmore & Bell, P.C. as counsel to the City, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

**Section 6.** Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Lansing, Kansas on this 17th day of June 2025.

Anthony R. McNeill, Mayor

ATTEST:

(SEAL)

Tish Sims, City Clerk

### EXHIBIT A

## LEGAL DESCRIPTION OF PROPOSED RHID BOUNDARIES FOR THE FAIRLANE TOWN HOMES PHASE II RHID

Legal Description:

A tract of land being a part of Lot 1, Fairlane Townhomes, 1st Plat, an Administrative Plat in Lansing, Leavenworth County, Kansas, filed as Document Number 2023P00058 at the Register of Deeds office of Leavenworth County; a description written by D. Steven West, PS No. 1614, on June 10, 2025, and being more particularly described as follows:

Beginning at the Northwest Corner of said Lot 1, said point being the same point as the Point of Beginning for said plat boundary of Fairlane Townhomes, 1st Plat; thence N 88°45'25" E along the North boundary line of said plat, a distance of 118.22 feet; thence S 68°29'00" E along the North boundary line of said plat, a distance of 88.51 feet to a point of curvature; thence S outhwesterly along the East boundary line of said plat along a curve to the right having an initial tangent bearing of S 21°31'00" W, a radius of 3270.00 feet, a delta angle of 04°45'10", and an arc length of 271.25 feet; thence continuing along the East boundary line of said plat S 26°16'09" W, a distance of 93.31 feet; thence N 63°27'11" W, a distance of 236.04 feet;

thence N 01°04'45" W along part of the West boundary of said plat, a distance of 162.94 feet;

thence N 88°38'53" E along part of the West boundary of said plat, a distance of 77.92 feet;

thence S 63°07'28" E along part of the West boundary of said plat, a distance of 50.04 feet;

thence N 20°22'03" E along part of the West boundary of said plat, a distance of 121.48 feet to the Point of Beginning, and containing 81,198.56 square feet, more or less.

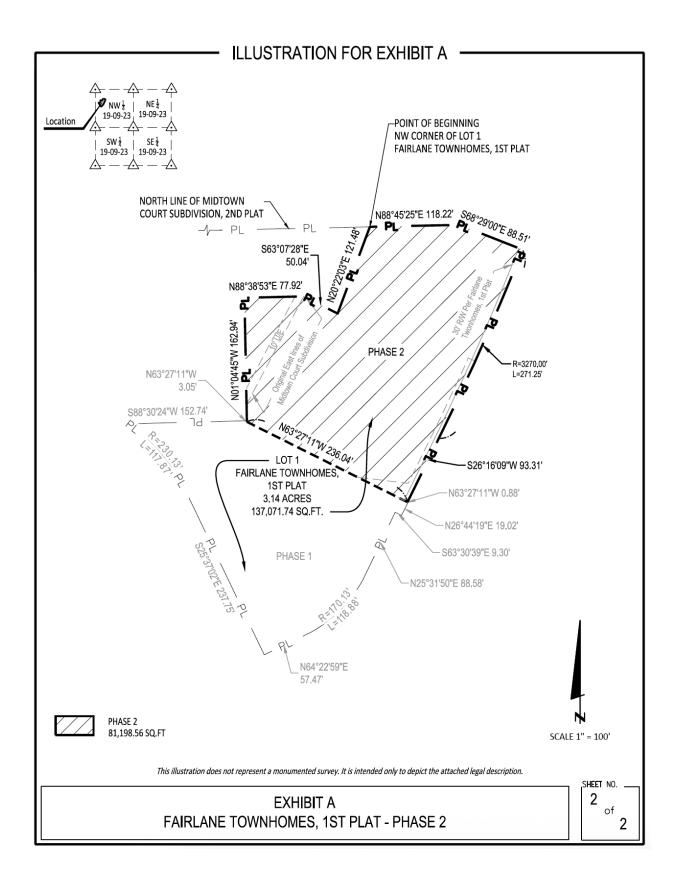
## EXHIBIT B

### MAP OF PROPOSED

## FAIRLANE TOWN HOMES PHASE II REVINVESTMENT HOUSING INCENTIVE DISTRICT



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## **EXHIBIT C**

## NAME AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT AND THE EXISTING ASSESSED VALUATION OF SAID REAL ESTATE PARCELS AND NAMES AND ADDRESSES OF THE DEVELOPERS

| Owners of Real Property:                    | Greenamyre Rentals, Inc.<br>2500 S. 2 <sup>nd</sup> Street<br>Leavenworth, KS 66048 |
|---|---|
| Developer:                                  | Greenamyre Rentals, Inc.<br>2500 S. 2 <sup>nd</sup> Street<br>Leavenworth, KS 66048 |
| Individuals with specific interest          | Greenamyre Rentals, Inc.<br>2500 S. 2 <sup>nd</sup> Street<br>Leavenworth, KS 66048 |
| Existing Assessed Valuation of the District | Land: \$27,141.00   |
|   | Improvements: \$0.00  |

### EXHIBIT D

## DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED RHID

The housing and public facility project will include the construction and extension of certain infrastructure and utility improvements needed to develop a townhome project within the District, which is currently anticipated to include approximately 21 units, consisting primarily of five (5) triplex buildings (15 units) and three (3) duplexes (6 units), which will include nineteen (19) 2-bedroom/1.5-bath units and two (2) 1-bed/1-bath units, as ultimately determined by developer consistent with the City of Lansing's RHID Policy.

**ELIGIBLE COSTS**. Developer is largely not seeking reimbursement of traditional infrastructure expenses as they are already constructed, but is seeking reimbursement for the vertical construction per K.S.A. 12-5249(a)(12), which allows for eligible costs to include:

(12) renovation or construction of residential dwellings, multi-family units or buildings or other structures exclusively for residential use located on existing lots if:

(A) The infrastructure, including streets, sewer, water and utilities, has been in existence for at least 10 years; or

(B) the existing lot has been subject to any tax assessment levied pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto, because such lot is located in an improvement district established pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto.

Developer and City agree that such construction costs are eligible pursuant to K.S.A. 12-5249(a)(12)(A) as the infrastructure, including streets, sewer, water and utilities, has been existence for at least 10 years.

#### EXHIBIT E

## SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

#### **Contractual Assurances**

The Governing Body of the City of Lansing will enter into a development agreement with Greenamyre Rentals, Inc., the developer. This agreement, as supplemented and amended, will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Lansing, Kansas.

#### Feasibility Study

The Developer conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer, would be sufficient to pay for the public improvements and other Eligible Costs to be undertaken in the District. The analysis estimates the property tax revenues that will be generated from the Development, less existing property taxes and certain unavailable property tax revenues to determine the revenue stream available to support the costs of the public infrastructure and other Eligible Costs. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

### **CERTIFICATE OF DELIVERY AND PUBLICATION**

STATE OF KANSAS

) §:

)

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

The undersigned, City Clerk of the City of Lansing, Kansas (the "City"), does hereby certify, as follows:

- (a) On the \_\_\_\_\_th day of \_\_\_\_\_, 2025, I caused a certified copy of Resolution No. **B-6-2025** with *Exhibits A* thru *E* attached (the Resolution), to be delivered to the following:
  - 1) The Board of County Commissioners of Leavenworth County, Kansas;
  - 2) The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing); and
  - 3) The Planning Commission of the City.
- (b) I caused a copy of the Resolution to be published one time in the *Leavenworth Times*, the official newspaper of the City, on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, which date was not less than one week nor more than two weeks preceding the date fixed for the public hearing. A true copy of the affidavit of publication of the Resolution is attached to this Certificate.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Tish Sims, City Clerk

#### **EXHIBIT A**

### Fairlane Town Homes Phase II Request for Reinvestment Housing Incentive District (RHID) Cover Letter



June 9, 2025

Fairlane Town Homes Phase II Reinvestment Housing Incentive District is a project consisting of the development of approximately 21 units, consisting primarily of five (5) triplex buildings (15 units) and three (3) duplexes (6 units). The project will include nineteen (19) 2-bedroom/1.5-bath units of 1,100 square feet that will rent for \$1,375 per month, and two (2) 1-bed/1-bath units of 600 square feet that will rent for \$900 per month, as determined by the developer consistent with the City of Lansing's RHID Policy.

The project is being developed by Greenamyre Rentals, Inc. Greenamyre is a residential rental developer based in Leavenworth, Kansas. The rental unit development for Fairlane Town Homes Phase II will take approximately 24 months. Greenamyre has a long history of developing and owning rental units in Lansing. Since 2017, Greenamyre has been the only developer of market rate rental units in Lansing.

The City's 2023 Housing Study revealed through analysis what community leaders, citizens, and City officials already have recognized. Lansing is in dire need of all types of housing. The study (through stakeholder meetings and analysis of community demographics, existing housing, and recent housing activity) indicated the following:

- There is a shortage of rental housing
- ✓ There is little or no new subdivision development
- ✓ The cost of infrastructure is a prohibitive factor
- ✓ Relatively slow absorption rates and lack of economies of scale are a barrier to housing development
- ✓ There is a lack of housing choice in the housing supply in the market
- ✓ There is perceived development risk because of Lansing being on the geographic edge of the KC metro area

### Highlights from stakeholders and community input indicated the following:

- Lot and development costs were a barrier: Infrastructure costs have nearly doubled in recent years which makes it extremely difficult for developers to take the risk of developing new subdivisions. Unfortunately, Lansing has experienced this with the miniscule number of building permits pulled in recent years as evidence. Without tools like RHID, communities like Lansing will continue to see limited growth and stagnant population growth.
- RHID could be an effective tool for funding infrastructure: As highlighted later in the narrative, rather than saddling future homeowners with special assessments to pay for the infrastructure, RHID allows the developer to finance it and pay for those costs through future real estate taxes on the homes constructed.
- Lansing has a story to tell, developers and builders are less enthused about more regulated 'red tape' environments for development: We **are open for business**: By joining the other municipalities in the region in implementing the RHID program, Lansing is advertising that they are open for business and are pro-growth.
- It is difficult to build attainable housing because of construction costs, NIMBY ("not in my backyard") opposition and lack of incentives. Employees who work in the city (including teachers) live outside the community and many even across state lines in Missouri. In the school system, only 20-25% live in Lansing.
- At one time Lansing had 25 active builders, that number has now dwindled to two or three.
- Lansing has a large number of single-family rentals. In the Rock Creek area, 20-30% of homes are rentals. Short-term owners often flip houses to property managers. Prospective apartment residents cannot find settings with modern amenities. Limited rental options allow landlords to rent units with reduced upkeep. Lansing and Leavenworth both lack market rate rentals.
- Resistance to townhouses has always been there, but that will have to change. The only way to get unit costs down is to build density. Builders expressed significant interest in building medium-density housing or mixed density projects incorporating twin-homes, duplexes, and townhouses. There was some resistance to traditional apartments, with greater appeal for townhouse settings.
- 64.5% of respondents had incomes between \$50,000 and \$149,999. 65.5% of respondents pay between \$500 and \$1,999 monthly rent or mortgage payments.

### Housing Study Summary -

### Population Growth -

Non-LCF population growth was 6.9% between 2010 – 2020 - a .67% annual growth. Basehor grew by nearly 50% during that same period and Tonganoxie grew by 11.5% during the same period. USD 469 grew by only 2.69% in total in the last five (5) years while experiencing some years of decline.

### **Construction Activity**

RDG (the author of the housing study) uses a "50 new housing units per 10,000 residents" as a benchmark for a city experiencing steady growth. Lansing has fallen well behind this benchmark constructing 73 units between 2017 – 2022 – an average of around 12 units a year. A total of only 28 duplex and multifamily units were constructed during that time (all by Greenamyre), an average of just under 5 per year - a surprisingly low number for a community of Lansing's size.

|                      |      |      |      |      |      | _    |       |
|----------------------|------|------|------|------|------|------|-------|
| PERMIT TYPE          | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | TOTAL |
| 1-Family             | 15   | 8    | 7    | 6    | 1    | 8    | 45    |
| Duplex               | 4    | 0    | 0    | 4    | 6    | 0    | 14    |
| Multifamily          | 0    | 0    | 0    | 0    | 0    | 14   | 14    |
|                      |      |      |      |      |      |      |       |
| Total                | 19   | 8    | 7    | 10   | 7    | 22   | 73    |
|                      |      |      |      |      |      |      |       |
|                      |      |      |      |      |      |      |       |
| Source: City of Lans | sing |      |      |      |      |      |       |

## Figure 2.16: Lansing Building Permits Issued 2010-2022

#### Housing Affordability

A standard in common use is that a household can afford to allocate 30% of its adjusted gross income to housing-related costs. With 64.5% of respondents having incomes between \$50,000 and \$149,999 for comparison purposes, a household with \$50,000 in income can afford \$1,050 per month in housing costs while a household with \$150,000 in income can afford \$3,550 in housing costs.

Housing Gap – There is a Gap of 211 housing units in the \$75,000 - \$150,000 household income range. The Gap for households with incomes of \$150,000 or more is 607. This project is focused on affordable housing which will include both cohorts between \$75,000 - \$150,000 but will also include some residents in the cohort between \$25,000-\$49,999 for the smaller and lower cost rental units.

### Figure 2.25: 2020 Value to Income Ratio

| Households With Income: \$0 - \$24,999<br>(0-50% AMI)                            | 152                 |              |
|--|---------------------|--------------|
| Affordable Homes: \$0 - \$59,999<br>Affordable Rentals: \$0 - \$499              | 90 Gap<br>-43<br>19 |              |
| Households With Income: \$25,000 - \$49,999<br>(50-95% AMI)                      | 517                 | +304 Surplus |
| Affordable Homes: \$60,000 - \$124,999<br>Affordable Rentals: \$500 - \$999      | 352                 | 469          |
| Households With Income: \$50,000 - \$74,999<br>(95-140% AMI)                     | 450                 | +557 Surplus |
| Affordable Homes: \$125,000 - \$199,999<br>Affordable Rentals: \$1,000 - \$1,499 | 83                  | 7 170        |
| Households With Income: \$75,000 - \$99,999<br>(140-186% AMI)                    | 587                 |              |
| Affordable Homes: \$200,000 - \$249,999<br>Affordable Rentals: \$1,500 - \$1,999 | 364                 | Gap<br>-25   |
| Households With Income: \$100,000 - \$149,999<br>(186-200% AMI)                  | 777                 | /13          |
| Affordable Homes: \$250,000 - \$399,999<br>Affordable Rentals: \$2,000 - \$2,999 | 578                 | Gap<br>-186  |
| Households With Income: More than \$150,000<br>(200+% AMI)                       | 783                 |              |
| Affordable Homes: \$400,000 +<br>Affordable Rentals: \$3,000 +                   |                     | Gap<br>607   |

Source: American Community Survey (5-Year Estimates); RDG Planning & Design

#### Recent market changes to home types according to the Housing Study -

Substantial changes in the market are taking place.

'Some of these changes are driven by preferences – younger families with a number of demands on their free time are attracted to less time spent on lawn maintenance, want greater walkability, and are sometimes motivated by environmental impact and climate concerns. But the leading influences are economic – land and development costs per conventional subdivision lots are very high and the relatively large, detached homes on them are also expensive as construction costs rise. Typical new construction home costs are typically starting at \$400,000 to \$450,000 and upward, and younger prospective homebuyers are priced out of the market. Higher interest rates are exacerbating the problem There are two primary ways to address some of these issues: higher residential densities to reduce land and development cost per unit and reducing construction cost by building smaller houses and/or using common walls and rooflines through attached configurations like duplexes, twin homes, and townhomes. These forms are now commonly referred to as "missing middle" development – the middle range between conventional large lot single family development and typical apartments. But economic imperatives and changing development practices are beginning to make these housing forms less "missing."

The project directly addresses these factors by developing 21 housing units between 600 and 1,000 square feet.

#### Demand through 2030

The Housing Study indicates a need for 112 middle-density residential and 112 multi-family residential units for a total of 224 units. This project addresses both of those unit types.

| Figure 3.7: New | Residential | Land Needs | for Scenario |
|-----------------|-------------|------------|--------------|
|-----------------|-------------|------------|--------------|

| HOUSING TYPE                  | UNITS/ACRE | NUMBER OF<br>PROJECTED<br>UNITS | REQUIRED<br>LAND AREA<br>(A) |
|-------------------------------|------------|---------------------------------|------------------------------|
| Conventional 1-family         | 2.75       | 168                             | 61                           |
| Small lot 1-family            | 5.0        | 168                             | 34                           |
| Middle-density<br>residential | 5.0        | 112                             | 14                           |
| Multifamily<br>residential    | 16.0       | 112                             | 7                            |
|                               |            |                                 |                              |
| TOTAL                         | 4.84       | 560                             | 116                          |

Source: RDG Planning & Design

#### Housing Study Strategy –

Two of the key recommendations are lot development and mitigating risk.

The study suggests lowering the risk related to infrastructure and public improvements in ways that help share the cost and address housing gaps.

Without improved lots or development sites, there is no place to build new housing. Lot development through private financing is a high risk, low reward proposition for developers. Money is spent on the front end for streets, sewers, and water. If residential lot absorption is slow, the developer experiences financial risk and stress. Kansas has two primary tools to address this problem.

#### Special Assessments -

The development team views special assessments as necessary in some cases, such as building major offsite infrastructure or addressing major onsite issues. However, the overall view is specials mitigate the developer's risk but place larger risk on the city and a cost burden for the homebuyers. They are also confusing to the homebuyer and distort the value of the home.

#### Revitalization Housing Incentive District (RHID) -

RHID places the risk on the developer, incentivizes builders because of lower site work costs, and ultimately helps the renter when RHID savings are passed on to the end consumer. With RHID, the developer will pay for site work and utilize the RHID tool to recoup costs.

The RHID statute dictates that the state school fund will retain 20 mills for state school funding. Schools are partially funded on a 'per student basis.' Students living in the project would attend USD 469 schools, however, if the first phase of Fairlane is an indicator there won't be many students living in the project. The first phase has had two students in 2023/24 and one student in 2024/25 attending Lansing schools. With the acknowledgment that school funding is complex, this should result in an **increase** or no effect on the school district.

This project will be a catalyst for the housing that is needed and desired in Lansing and will indicate to other developers that Lansing has a thriving market that is open for business.

#### The request is for a 20-year RHID with an 80% Developer and 20% Taxing Jurisdiction Split.

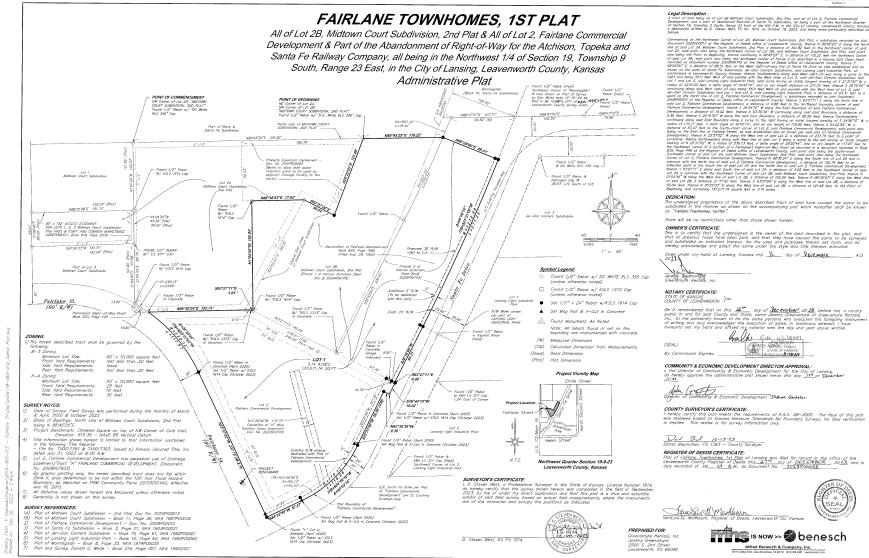
The total project value is estimated to be approximately \$4,300,000.

## Exhibit B: Legal Description & Map of Proposed District

#### Legal Description :

A tract of land being all of Lot 2B Midtown Court Subdivision, 2nd Plat, and all of Lot 2, Fairlane Commercial Development, and a part of Abandoned Railroad of Santa Fe Subdivision, all being a part of the Northwest Quarter of Section 19, Township 9 South, Range 23 East of the 6th P.M. in the City of Lansing, Leavenworth County, Kansas, a description written by D. Steven West, PS No. 1614, on October 19, 2023, and being more particularly described as follows:

Commencing at the Northwest Corner of Lot 2A, Midtown Court Subdivision, 2nd Plat, a subdivision recorded as plat Document 2020P00013 at the Register of Deeds office of Leavenworth County; thence N 88'45'25" E along the North line of said Lot 2A, Midtown Court Subdivision, 2nd Plat, a distance of 341.82 feet to the Northeast corner of said Lot 2A, said point olso being the Northwest Corner of Lot 2B, said Midtown Court Subdivision, 2nd Plat, said point also being the Point of Beginning; thence continuing N 88'45'25" E, a distance of 118.22 feet the Northeast Corner of said Lot 2B; said point also being the Northwest comer of Parcel 2 as described in a Kansas Quit Claim Deed recorded as Document number 2020R09745 at the Register of Deeds office of Leavenworth County; thence S 58'29'00" E, a distance of 88.51 feet to the West right-of-way line of Santa Fe Drive as now established and as shown on the plats of Santa Fe Subdivision, Jer-Dan Corners Subdivision, and Lansing Light Industrial Park, all subdivisions in Leavenworth County, Kansas; thence Southwesterly along said West right—of—way along a curve to the right and being 55.0 feet West of and parallel with the West lines of Lot 3, said Jer-Dan Corners Subdivision and Lot 1 and Lot 2, said Lansing Light Industrial Park, said curve having an initial tangent bearing of S 2131'00" W, a radius of 3270.00 feet, a delta angle of 04'45'10", and an arc length distance of 271.25 feet; thence 5 26'16'09" continuing along said West right-of-way being 55.0 feet West of and parallel with the West lines of Lot 3, said Jer-Dan Corners Subdivision and Lot 1 and Lot 2, said Lansing Light Industrial Park, a distance of 93.31 feet to a point on the North line of Lot 2, Fairlane Commercial Development, a subdivision recorded as plat Document 2009P00010 at the Register of Deeds office of Leavenworth County; thence S 63'27'11" E along the North line of said Lot 2, Fairlane Commercial Development, a distance of 0.88 feet to the Northeast boundary corner of said Fairlane Commercial Development; thence S 26'44'19" W along the East Boundary of said Fairlane Commercial Development, a distance of 19.02 feet; thence N 63'30'39" W continuing along said East Boundary, a distance of 9.30 feet; thence S 25'31'50" W along the said East Boundary, a distance of 88.58 feet; thence Southeasterly continuing along sold East Boundary along a curve to the right having an initial tangent bearing of \$ 24'56'10" W, a radius of 170.13 feet, a delta angle of 4002'14", and an arc length of 118.88 feet; thence S 64'22'59" W, a distance of 57.47 feet to the South-most corner of Lot 2, said Fairlane Commercial Development; said point also being on the East line of Fairlane Street, as now established and as shown per said plat of Fairland Commercial Development; thence N 25'37'02" W along the West line of said Lot 2, a distance of 237.75 feet to a point of curvature; thence Northwesterly along said West line of said Lot 2 along a curve to the left having an initial tangent bearing of N 25'37'02" W, a radius of 230.13 feet, a delta angle of 29'20'44", and an arc length of 117.87 feet to the Southeast corner of a portion of a Permanent Right—of—Way Grant as recorded in a document recorded in Book 835, Page 448 at the Register of Deeds office of Leavenworth County, said point also being the South-most Southwest Corner of said Lot 2A, said Midtown Court Subdivision, 2nd Plat; said point also being the Northwest Corner of Lot 2, Fairland Commercial Development; thence N 88'30'24" E along the South line of Lot 2A and in common with the North line of said Lot 2 Fairlane Commercial Development, a distance of 152.74 feet to an inflection point in the South line of said Lot 2A and the North line of said Lot 2, Fairlane Commercial Development; thence S 63'27'11" E along said South line of said Lot 2A, a distance of 3.05 feet to the Southeast Corner of said Lot 2A in common with the Southwest Comer of said Lot 2B, said Midtown Court Subdivision, 2nd Plat; thence N 01'04'45" W along the West line of said Lot 2B, a distance of 162.94 feet; thence N 88'38'53" E along the West line of said Lot 2B, a distance of 77.92 feet; thence S 63'07'28" E along the West line of said Lot 2B, a distance of 50.04 feet; thence N 20'22'03" E along the West line of said Lot 2B, a distance of 121.48 feet, to the Point of Beginning, and containing 137,071.74 square feet or 3.14 acres.



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NOTE:
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This is to certify that the undersigned is the owner of the land described in the plat, and that all previous large have been plat, and that they have cousied the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and do thereby acknowledge and adapt the same under the style and little thereon indicated.

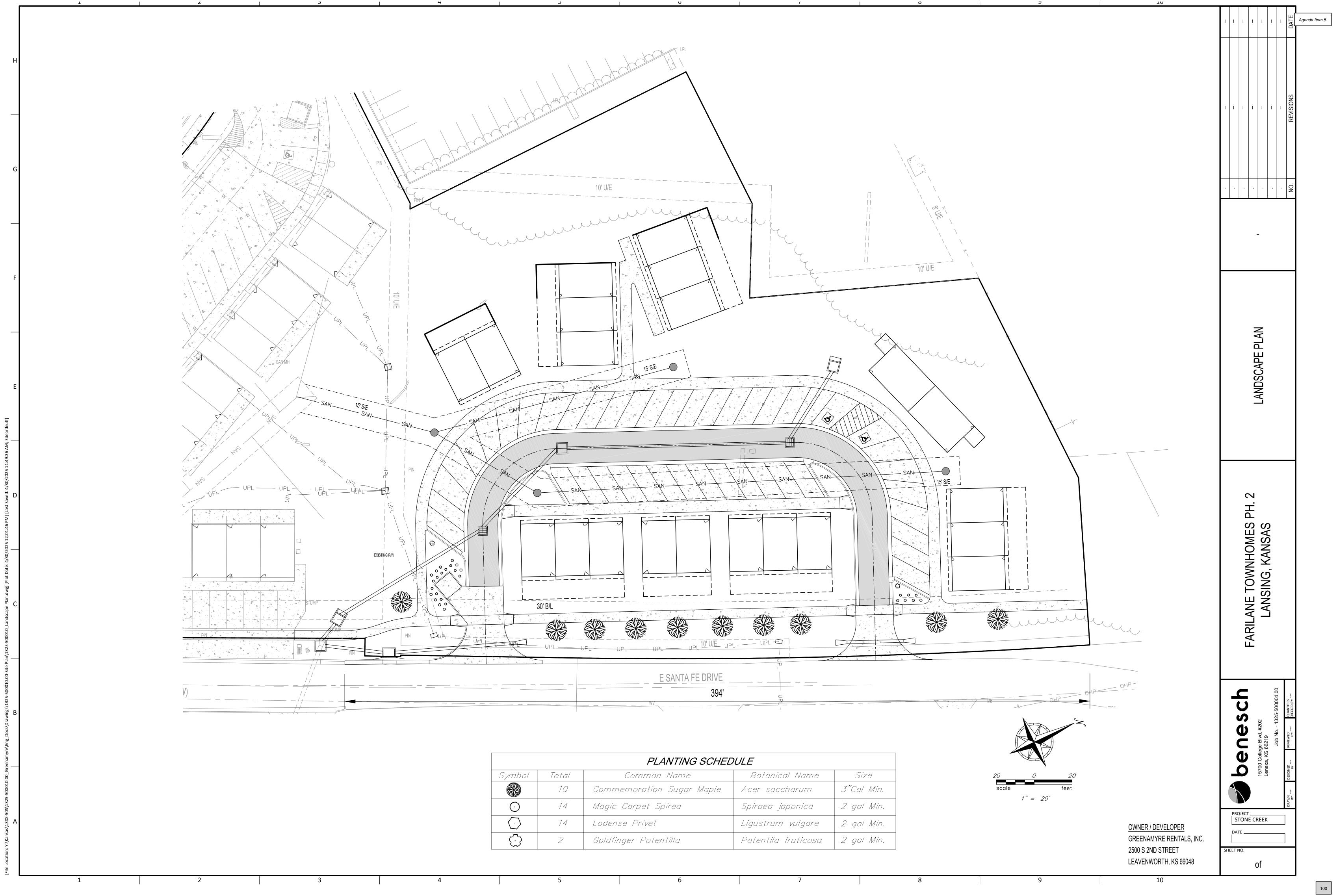


97

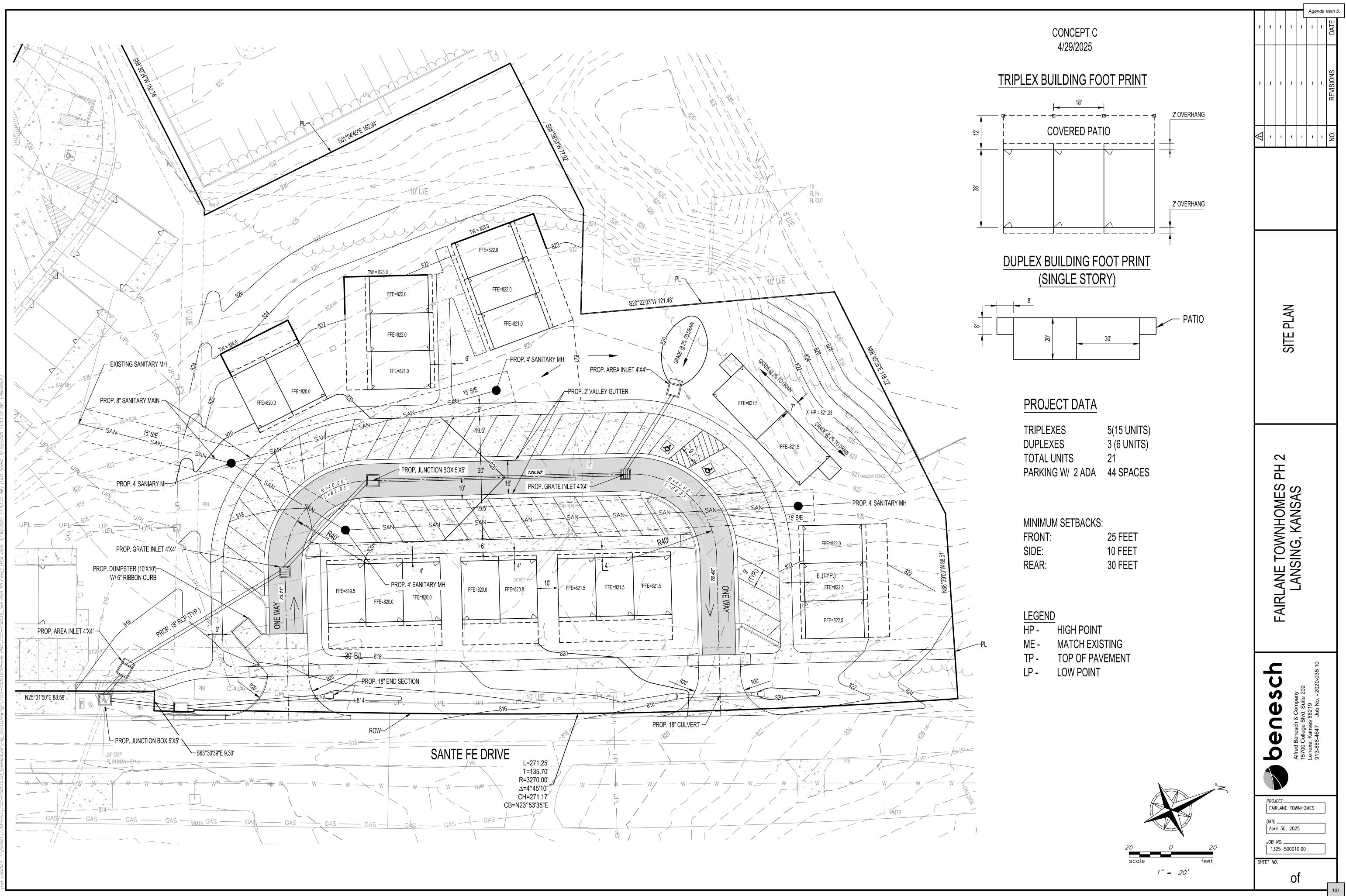
SEAL

## Exhibit C: Preliminary Site Plan





| PLANTING SCHEDULE |       |                           |                     |            |  |  |  |  |
|-------------------|-------|---------------------------|---------------------|------------|--|--|--|--|
| Symbol            | Total | Common Name               | Botanical Name      | Size       |  |  |  |  |
|                   | 10    | Commemoration Sugar Maple | Acer saccharum      | 3"Cal Min. |  |  |  |  |
|                   | 14    | Magic Carpet Spirea       | Spiraea japonica    | 2 gal Min. |  |  |  |  |
|                   | 14    | Lodense Privet            | Ligustrum vulgare   | 2 gal Min. |  |  |  |  |
| <b>\$</b>         | 2     | Goldfinger Potentilla     | Potentila fruticosa | 2 gal Min. |  |  |  |  |



Agenda Item 5.

## **Exhibit D: Project Proforma/Sources of Funds**

103

| Fairlane Townh                           | omes Phase II      |             |     |
|--|--------------------|-------------|-----|
| ltem                                     | E                  | Budget Amou | unt |
| Land Acquisition Cost                    | ć                  | \$ 27,2     | 190 |
| Infrastructure Cost                      | ¢,                 | \$ 765,0    | 000 |
| Contruction Cost                         | ¢,                 | \$ 2,950,0  | 000 |
| Const. Orig. Fee                         | ¢,                 | \$ 20,0     | 000 |
| Contingency                              | ¢,                 | \$ 150,0    | 000 |
| Engineering Architectural                | ¢,                 | \$ 125,0    | 000 |
| Development Fee                          | ¢,                 | \$ 21,0     | 000 |
| Appraisal                                | ¢,                 | \$ 7,5      | 500 |
| R.E. Tax During Construction             | ¢,                 | \$7,2       | 200 |
| Insurance (Included in Construction Bid) | ¢,                 | \$ 21,0     | 000 |
| Construction Interest                    | ¢,                 | \$ 170,6    | 675 |
|  | Total Project Cost | \$ 4,264,5  | 565 |
|  | MIH Net Revenue    | \$ 450,0    | 000 |
| Total Cost Less MIH                      | Ç                  | \$ 3,814,5  | 565 |
|  |                    |             |     |
| Financed Amount                          | ć                  | \$ 3,051,6  | 652 |
| Equity                                   | Ş                  | \$ 762,9    | 913 |

#### Property Pro-Forma (20 YR) Farilane Townhomes Phase II

| Failiaile Tuwilluilles Fliase II |                         |                          |       |         |             |     |            |          |                    |             |             |    |           |      |          |      |          |       |         |
|----------------------------------|-------------------------|--------------------------|-------|---------|-------------|-----|------------|----------|--------------------|-------------|-------------|----|-----------|------|----------|------|----------|-------|---------|
|                                  |                         |                          |       | Year 1  | Year 2      | 2   | Year 3     | Yea      | r 4                | Year 5      | Year 6      |    | Year 7    |      | Year 8   |      | Year 9   | )     | Year 10 |
|                                  |                         | Year Start               | 1/    | /1/2026 | 1/1/2027    | 7   | 1/1/2028   | 1/1/20   | 29                 | 1/1/2030    | 1/1/2031    |    | 1/1/2032  | 1    | /1/2033  | 1    | /1/2034  | 1/    | /1/2035 |
|                                  | 20 Units                | Year Ending              | 12/3  | 31/2026 | 12/31/2027  | 7   | 12/31/2028 | 12/31/20 | 29                 | 12/31/2030  | 12/31/2031  | 12 | 2/31/2032 | 12/  | 31/2033  | 12/  | 31/2034  | 12/3  | 81/2035 |
|                                  |                         | Income Inflation         |       |         | 2.00%       | 6   | 2.00%      | 2.0      | 0%                 | 2.00%       | 2.00%       |    | 2.00%     |      | 2.00%    |      | 2.00%    |       | 2.00%   |
|                                  |                         | <b>Expense Inflation</b> |       |         | 2.00%       | 6   | 2.00%      | 2.0      | 0%                 | 2.00%       | 2.00%       |    | 2.00%     |      | 2.00%    |      | 2.00%    |       | 2.00%   |
| Revenue                          |                         | Per Unit                 |       |         |             |     |            |          |                    |             |             |    |           |      |          |      |          |       |         |
| Base Rental Revenue              |                         | \$0                      | \$    | -       | \$-         | \$  | 335,100    | \$ 341,8 | )2 \$              | \$ 348,638  | \$ 355,611  | \$ | 362,723   | \$ 3 | 369,977  | \$   | 377,377  | \$ 38 | 84,925  |
| General Vacancy                  | 5.00% of Base Rev.      | \$0                      | \$    | -       | \$-         | \$  | (16,755)   | \$ (17,0 | <del>9</del> 0) \$ | \$ (17,432) | \$ (17,781) | \$ | (18,136)  | \$   | (18,499) | \$   | (18,869) | \$ (2 | 19,246) |
| Developer RHID Income            |                         | \$0                      | \$    | -       | \$-         | \$  | -          | \$ 40,7  | 19 \$              | \$ 41,533   | \$ 42,364   | \$ | 43,211    | \$   | 44,076   | \$   | 44,957   | \$ 4  | 45,856  |
| Effective Gross Revenue          |                         | \$0                      | \$    | -       | \$-         | \$  | 318,345    | \$ 365,4 | 31 \$              | \$ 372,740  | \$ 380,194  | \$ | 387,798   | \$ 3 | 395,554  | \$ 4 | 403,465  | \$ 41 | 11,535  |
| Expenses                         |                         |                          |       |         |             |     |            |          |                    |             |             |    |           |      |          |      |          |       |         |
| RE Taxes                         |                         | \$345                    | \$    | 6,896   | \$ 6,896    | \$  | 6,896      | \$ 63,8  | 53 \$              | \$ 65,130   | \$ 66,433   | \$ | 67,761    | \$   | 69,117   | \$   | 70,499   | \$ 7  | 71,909  |
| Operating Expenses               |                         | \$0                      | \$    | -       | \$-         | \$  | 42,221     | \$ 43,0  | 65 \$              | \$ 43,927   | \$ 44,805   | \$ | 45,701    | \$   | 46,615   | \$   | 47,548   | \$ 4  | 48,499  |
| Total Operating Expenses         | #DIV/0! of EGR          | \$345                    | \$    | 6,896   | \$ 6,896    | \$  | 49,117     | \$ 106,9 | 18 \$              | \$ 109,057  | \$ 111,238  | \$ | 113,463   | \$ 3 | 115,732  | \$ : | 118,047  | \$ 17 | 20,408  |
| Net Operating Income             | -0.17% Entry Cap        | -\$345                   | \$    | (6,896) | \$ (6,896   | )\$ | 269,228    | \$ 258,5 | 12 \$              | \$ 263,683  | \$ 268,956  | \$ | 274,336   | \$ 2 | 279,822  | \$ 3 | 285,419  | \$ 29 | 91,127  |
| Annual Debt Service              |                         |                          | \$    | 52,067  | \$ 156,202  | \$  | 281,719    | \$ 281,7 | 19 \$              | \$ 281,719  | \$ 281,719  | \$ | 281,719   | \$ 2 | 281,719  | \$   | 281,719  | \$ 28 | 81,719  |
| Cash Flow Before Tax             |                         |                          | \$ (! | 58,963) | \$ (163,098 | )\$ | (12,491)   | \$ (23,2 | )7) \$             | \$ (18,036) | \$ (12,763) | \$ | (7,384)   | \$   | (1,897)  | \$   | 3,700    | \$    | 9,408   |
| Return on Equity                 | \$ 762,913 Equity       | -3.73% Avg.              |       | -7.73%  | -21.38%     | 6   | -1.64%     | -3.0     | 4%                 | -2.36%      | -1.67%      |    | -0.97%    |      | -0.25%   |      | 0.48%    |       | 1.23%   |
| Return on Investment             | \$ 4,264,565 Investment | -0.67% Avg.              |       | -1.38%  | -3.82%      | 6   | -0.29%     | -0.5     | 4%                 | -0.42%      | -0.30%      |    | -0.17%    |      | -0.04%   |      | 0.09%    |       | 0.22%   |
| Debt Service Coverage Ratio      |                         |                          |       | (0.13)  | (0.04       | )   | 0.96       | 0.       | 92                 | 0.94        | 0.95        |    | 0.97      |      | 0.99     |      | 1.01     |       | 1.03    |
|                                  |                         |                          |       |         |             |     |            |          |                    |             |             |    |           |      |          |      |          |       |         |

| STANDARD            | STANDARD LOAN |  |  |  |  |  |  |
|---------------------|---------------|--|--|--|--|--|--|
| Loan Amount         | \$ 3,051,652  |  |  |  |  |  |  |
| Interest Rate       | 6.90%         |  |  |  |  |  |  |
| Loan Term           | 5 Years       |  |  |  |  |  |  |
| Amortization        | 20 Years      |  |  |  |  |  |  |
| Interest Only       | 0 Months      |  |  |  |  |  |  |
| Monthly Payment     | \$23,476.60   |  |  |  |  |  |  |
| Annual Payment      | \$ 281,719.14 |  |  |  |  |  |  |
| Ending Loan Balance |               |  |  |  |  |  |  |

#### Property Pro-Forma (20 YR) Farilane Townhomes Phase II

| Farilane Townhomes Phase II |                         |                   |    |          |    |          |    |           |    |           |    |           |             |         |       |         |      |          |    |           |    |           |    |           |  |
|-----------------------------|-------------------------|-------------------|----|----------|----|----------|----|-----------|----|-----------|----|-----------|-------------|---------|-------|---------|------|----------|----|-----------|----|-----------|----|-----------|--|
|                             |                         |                   |    | Year 11  |    | Year 12  |    | Year 13   |    | Year 14   |    | Year 15   | ١           | /ear 16 | ۱     | /ear 17 |      | Year 18  |    | Year 19   |    | Year 20   |    | Year 21   |  |
|                             |                         | Year Start        |    | 1/1/2036 |    | 1/1/2037 | 1  | 1/1/2038  |    | 1/1/2039  |    | 1/1/2040  | 1/:         | 1/2041  | 1/:   | 1/2042  |      | 1/1/2043 | 1  | 1/1/2044  |    | 1/1/2045  |    | 1/1/2046  |  |
|                             | 20 Units                | Year Ending       | 12 | /31/2036 | 12 | /31/2037 | 17 | 2/31/2038 | 12 | 2/31/2039 | 12 | 2/31/2040 | 12/3        | 1/2041  | 12/3  | 1/2042  | 12,  | /31/2043 | 17 | 2/31/2044 | 12 | 2/31/2045 | 17 | 2/31/2046 |  |
|                             |                         | Income Inflation  |    | 2.00%    |    | 2.00%    |    | 2.00%     |    | 2.00%     |    | 2.00%     |             | 2.00%   |       | 2.00%   |      | 2.00%    |    | 2.00%     |    | 2.00%     |    | 2.00%     |  |
|                             |                         | Expense Inflation |    | 2.00%    |    | 2.00%    |    | 2.00%     |    | 2.00%     |    | 2.00%     |             | 2.00%   |       | 2.00%   |      | 2.00%    |    | 2.00%     |    | 2.00%     |    | 2.00%     |  |
| Revenue                     |                         | Per Unit          |    |          |    |          |    |           |    |           |    |           |             |         |       |         |      |          |    |           |    |           |    |           |  |
| Base Rental Revenue         |                         | \$0               | \$ | 392,623  | \$ | 400,476  | \$ | 408,485   | \$ | 416,655   | \$ | 424,988   | \$ 43       | 33,488  | \$ 44 | 12,157  | \$   | 451,000  | \$ | 460,020   | \$ | 469,221   | \$ | 478,605   |  |
| General Vacancy             | 5.00% of Base Rev.      | \$0               | \$ | (19,631) | \$ | (20,024) | \$ | (20,424)  | \$ | (20,833)  | \$ | (21,249)  | \$ (2       | 21,674) | \$ (2 | 22,108) | \$   | (22,550) | \$ | (23,001)  | \$ | (23,461)  | \$ | (23,930)  |  |
| Developer RHID Income       |                         | \$0               | \$ | 46,773   | \$ | 47,709   | \$ | 48,663    | \$ | 49,636    | \$ | 50,629    | \$ 5        | 51,642  | \$ 5  | 52,674  | \$   | 53,728   | \$ | 54,802    | \$ | 55,898    | \$ | 57,016    |  |
| Effective Gross Revenue     |                         | \$0               | \$ | 419,765  | \$ | 428,161  | \$ | 436,724   | \$ | 445,458   | \$ | 454,367   | \$ 46       | 53,455  | \$ 47 | 72,724  | \$   | 482,178  | \$ | 491,822   | \$ | 501,658   | \$ | 511,691   |  |
| Expenses                    |                         |                   |    |          |    |          |    |           |    |           |    |           |             |         |       |         |      |          |    |           |    |           |    |           |  |
| RE Taxes                    |                         | \$345             | \$ | 73,347   | \$ | 74,814   | \$ | 76,310    | \$ | 77,836    | \$ | 79,393    | \$ 8        | 30,981  | \$ 8  | 32,601  | \$   | 84,253   | \$ | 85,938    | \$ | 87,656    | \$ | 89,410    |  |
| Operating Expenses          |                         | \$0               | \$ | 49,469   | \$ | 50,458   | \$ | 51,467    | \$ | 52,497    | \$ | 53,546    | \$ 5        | 54,617  | \$ 5  | 55,710  | \$   | 56,824   | \$ | 57,960    | \$ | 59,120    | \$ | 60,302    |  |
| Total Operating Expenses    | #DIV/0! of EGR          | \$345             | \$ | 122,816  | \$ | 125,272  | \$ | 127,777   | \$ | 130,333   | \$ | 132,940   | \$ 13       | 35,598  | \$ 13 | 38,310  | \$   | 141,077  | \$ | 143,898   | \$ | 146,776   | \$ | 149,712   |  |
| Net Operating Income        | -0.17% Entry Cap        | -\$345            | \$ | 296,950  | \$ | 302,889  | \$ | 308,946   | \$ | 315,125   | \$ | 321,428   | \$ 32       | 27,856  | \$ 33 | 34,413  | \$   | 341,102  | \$ | 347,924   | \$ | 354,882   | \$ | 361,980   |  |
| Annual Debt Service         |                         |                   | \$ | 281,719  | \$ | 281,719  | \$ | 281,719   | \$ | 281,719   | \$ | 281,719   | \$ 28       | 31,719  | \$ 28 | 31,719  | \$   | 281,719  | \$ | 281,719   | \$ | 281,719   | \$ | 281,719   |  |
| Cash Flow Before Tax        |                         |                   | \$ | 15,230   | \$ | 21,169   | \$ | 27,227    | \$ | 33,406    | \$ | 39,709    | \$ <u>4</u> | 16,137  | \$ 5  | 52,694  | \$   | 59,383   | \$ | 66,205    | \$ | 73,163    | \$ | 80,261    |  |
| Return on Equity            | \$ 762,913 Equity       | -3.73% Avg.       |    | 2.00%    |    | 2.77%    | -  | 3.57%     |    | 4.38%     |    | 5.20%     |             | 6.05%   |       | 6.91%   |      | 7.78%    |    | 8.68%     | _  | 9.59%     | _  | 10.52%    |  |
| Return on Investment        | \$ 4,264,565 Investment | -0.67% Avg.       |    | 0.36%    |    | 0.50%    |    | 0.64%     |    | 0.78%     |    | 0.93%     |             | 1.08%   |       | 1.24%   |      | 1.39%    |    | 1.55%     |    | 1.72%     |    | 1.88%     |  |
| Debt Service Coverage Ratio |                         |                   |    | 1.05     |    | 1.08     |    | 1.10      |    | 1.12      |    | 1.14      | 1.16        |         | 1.19  |         | 1.21 |          |    | 1.24      |    | 1.26      |    | 1.28      |  |
| 2                           |                         |                   |    |          |    |          |    |           |    |           |    |           |             |         |       |         |      |          |    |           |    |           |    |           |  |

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## **Exhibit E: Investors**

## Exhibit E: Schedule of Investors with percentages of invested debt and equity

• Land Development (RHID) -

Greenamyre Rentals, Inc – 100% Jeremy Greenamyre - 45% Member Michael Greenamyre – 55% Member

100% of equity and debt

Agenda Item 5.

## Exhibit F: Project Feasibility Analysis

| Fairlane Townhomes Phase II Reinvestment Housing Incentive District Fe |                |                |           |                |            |       |
|--|----------------|----------------|-----------|----------------|------------|-------|
|  | Assessed Value | Property Class | Mill Levy | Number of Lots | Tax Amount |       |
| Existing Land  | \$ 27,141      | 11.5%          | 0.139158  | 1              | \$         | 3,777 |
|  |                |                |           | Total Current  | \$         | 3,777 |

|          |                    | Estimated Value    |                |           |                   |                |             |
|----------|--------------------|--------------------|----------------|-----------|-------------------|----------------|-------------|
|          | Estimated Value of | of Buildings to be |                |           |                   |                |             |
|          | Lots               | Constructed        | Property Class | Mill Levy | Est. Property Tax | Number of Lots | Total Value |
| Per Unit | \$ 10,000          | \$ 180,000         | 11.5%          | 0.119158  | \$ 2,604          | 21             | \$ 54,676   |

| Grand Total Less Incentive Percent      | \$<br>54,676 |
|---|--------------|
| Tax Increment                           | \$<br>50,899 |
| 25 Year RebateTotal, 2.5% Growth        | \$<br>-      |
| Total Tax Less State Mils/Local Schools | \$<br>54,676 |
| Total Captured Mill Levy                | 0.119158     |
|   |              |
|   |              |
| Total Milla                             | 0 1 201 5 0  |

| Total Mills                | 0.139158 |
|----------------------------|----------|
| Less State School 20 Mills | 0.119158 |

| RHID Split after 21.5 Mills for State | School & Bldg |
|---------------------------------------|---------------|
| Developer                             | 80%           |
| City                                  | 6.67%         |
| County                                | 6.67%         |
| Local School Distrist                 | 6.67%         |

Total RE Taxes \$ 63,853

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| YEAR | RHID YEAR      | BASE RE TAX | TOTAL REAL ESTATE<br>TAX | REAL ESTATE TAX<br>INCREMENT | DEVELOPER<br>PORTION OF<br>INCREMENT - 80% | CITY PORTION OF<br>INCREMENT | COUNTY PORTION<br>OF INCREMENT | LOCAL USD<br>PORTION OF<br>INCREMENT | TOTAL RHID   |
|------|----------------|-------------|--------------------------|------------------------------|--|------------------------------|--------------------------------|--------------------------------------|--------------|
| 1    | 2025           | \$ 3,777    | \$ -                     | \$ -                         | \$ -                                       | \$ -                         | \$ -                           | \$ -                                 | \$ -         |
| 2    | 2026           | \$ 3,777    | \$ -                     | \$ -                         | \$ -                                       | \$ -                         | \$ -                           | \$ -                                 | \$ -         |
| 3    | 2027           | \$ 3,777    | \$ 38,273                | \$ 34,496                    | \$ 27,597                                  | \$ 2,300                     | \$ 2,300                       | \$ 2,300                             | \$ 34,496    |
| 4    | 2028           | \$ 3,777    | \$ 54,676                | \$ 50,899                    | \$ 40,719                                  | \$ 3,393                     | \$ 3,393                       | \$ 3,393                             | \$ 85,395    |
| 5    | 2029           | \$ 3,777    | \$ 55,769                | \$ 51,992                    | \$ 41,594                                  | \$ 3,466                     | \$ 3,466                       | \$ 3,466                             | \$ 137,387   |
| 6    | 2030           | \$ 3,777    | \$ 56,885                | \$ 53,108                    | \$ 42,486                                  | \$ 3,540                     | \$ 3,540                       | \$ 3,540                             | \$ 190,495   |
| 7    | 2031           | \$ 3,777    | \$ 58,022                | \$ 54,245                    | \$ 43,396                                  | \$ 3,616                     | \$ 3,616                       | \$ 3,616                             | \$ 244,740   |
| 8    | 2032           | \$ 3,777    | \$ 59,183                | \$ 55,406                    | \$ 44,325                                  | \$ 3,693                     | \$ 3,693                       | \$ 3,693                             | \$ 300,146   |
| 9    | 2033           | \$ 3,777    | \$ 60,366                | \$ 56,590                    | \$ 45,272                                  | \$ 3,772                     | \$ 3,772                       | \$ 3,772                             | \$ 356,736   |
| 10   | 2034           | \$ 3,777    | \$ 61,574                | \$ 57,797                    | \$ 46,237                                  | \$ 3,853                     | \$ 3,853                       | \$ 3,853                             | \$ 414,533   |
| 11   | 2035           | \$ 3,777    | \$ 62,805                | \$ 59,028                    | \$ 47,223                                  | \$ 3,935                     | \$ 3,935                       | \$ 3,935                             | \$ 473,561   |
| 12   | 2036           | \$ 3,777    | \$ 64,061                | \$ 60,284                    | \$ 48,228                                  | \$ 4,019                     | \$ 4,019                       | \$ 4,019                             | \$ 533,845   |
| 13   | 2037           | \$ 3,777    | \$ 65,342                | \$ 61,566                    | \$ 49,253                                  | \$ 4,104                     | \$ 4,104                       | \$ 4,104                             | \$ 595,411   |
| 14   | 2038           | \$ 3,777    | \$ 66,649                | \$ 62,872                    | \$ 50,298                                  | \$ 4,191                     | \$ 4,191                       | \$ 4,191                             | \$ 658,283   |
| 15   | 2039           | \$ 3,777    | \$ 67,982                | \$ 64,205                    | \$ 51,364                                  | \$ 4,280                     | \$ 4,280                       | \$ 4,280                             | \$ 722,489   |
| 16   | 2040           | \$ 3,777    | \$ 69,342                | \$ 65,565                    | \$ 52,452                                  | \$ 4,371                     | \$ 4,371                       | \$ 4,371                             | \$ 788,054   |
| 17   | 2041           | \$ 3,777    | \$ 70,729                | \$ 66,952                    | \$ 53,562                                  | \$ 4,463                     | \$ 4,463                       | \$ 4,463                             | \$ 855,006   |
| 18   | 2042           | \$ 3,777    | \$ 72,143                | \$ 68,367                    | \$ 54,693                                  | \$ 4,557                     | \$ 4,557                       | \$ 4,557                             | \$ 923,372   |
| 19   | 2043           | \$ 3,777    | \$ 73,586                | \$ 69,809                    | \$ 55,848                                  | \$ 4,653                     | \$ 4,653                       | \$ 4,653                             | \$ 993,182   |
| 20   | 2044           | \$ 3,777    | \$ 75,058                | \$ 71,281                    | \$ 57,025                                  | \$ 4,752                     | \$ 4,752                       | \$ 4,752                             | \$ 1,064,463 |
|      | TOTALS         |             |                          | \$ 1,064,463                 | \$ 851,570                                 | \$ 70,957                    | \$ 70,957                      | \$ 70,957                            |              |
|      | NET PRESENT VA | LUE         | 8.00%                    | \$449,663.82                 | \$359,731.06                               | \$29,974.59                  | \$29,974.59                    | \$29,974.59                          |              |

Bond Proceeds (NPV of Revenue Divided by DSCR)

Notes:

| The projected appraised value is assumed to increase at the following percent every year: | 2.0% |
|---|------|
| NET PRESENT VALUE   | 8.0% |

#### Percentage of Completion Assessed:

| 2025 | 0.00%   |
|------|---------|
| 2026 | 0.00%   |
| 2027 | 70.00%  |
| 2028 | 100.00% |

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#### Exhibit G Not Applicable

#### Developer & Lender Commitment Letters



2500 S. 2500 S. 2500 Leavenworth, KS 66048

(913) 651-9717 www.Greenamyre.com



November 13, 2024

Alissa Ice and Deanne Engstrom Kansas Housing Resource Corporation (KHRC) Moderate Income Housing RFP 611 S. Kansas Ave., Suite 300 Topeka, KS 66603

Alissa & Deanne,

Please accept this letter as our commitment to develop Fairlane Townhomes Phase II, located in Lansing, KS (21 units), assuming approval of the requisite city and state incentives. The Lansing area needs more housing and has severely lagged the metropolitan area in residential development for the last decade. This project will serve as a catalyst for residential construction in Lansing and we are excited about being part of the reactivation of home development in the local market.

Greenamyre Rentals, Inc. is fully committed to funding the project, including owner equity and any debt required to complete the project. Our lender for the project is Commerce Bank (see commitment letter) and with the city's support we are in the process of creating a Reinvestment Housing Improvement District (RHID) to assist with project viability.

Greenamyre Rentals, Inc. encourages the Kansas Housing Resources Corporation to approve funding for a Moderate-Income Housing (MIH) Grant, so that the project development work may begin as soon as possible.

Thank you for your consideration, we look forward to working with KHRC on this important project.

Respectfully,

Jeremy Greenamyre, Vice President Jeremy@Greenamyre.com (913) 828-4440



Leavenworth Banking Center 2830 South 4th Street Leavenworth, Kansas 66048 (913) 682-8282 commercebank.com

November 21, 2024

City of Lansing

Kansas Housing Resource Corporation

Moderate Income Housing RFP

RE: Greenamyre Rentals, Inc.

Fairlane Phase 2 housing units project in Lansing Ks.

To whom it may concern:

Commerce Bank has had a long standing, positive and continuing relationship with Greenamyre Rentals, Inc. Commerce Bank has been their primary lender for over 35 years. In that time, Commerce Bank has financed every new construction project that the company has built in the Lansing, and Leavenworth County area.

The Fairlane Phase 2 project will serve as a catalyst for new rental housing units in the area. We are excited to work with them on this potential project.

Commerce Bank encourages the City of Lansing, Kansas Housing Resource Corporation, and Moderate Income Housing programs to fund this project request to the fullest extent, any potential loan approval at Commerce Bank will be dependent on full credit committee approval, satisfactory appraisal requirements and on Greenamyre Rentals, Inc. receiving the funding and credits from these programs as we have been presented in their application package.

Thank you for your consideration, and we look forward to working with everyone involved in the project to help increase the supply of housing in Lansing Kansas. Please let me know if you have any questions about our attached term sheet. <u>Brian.habjan@commercebank.com</u> 913-758-2822.

Sinceret

Brian Habjan

Vice President

#### Additional Information

#### **Developer PowerPoint Presentation**

# Fairlane Town Homes Phase II - RHID

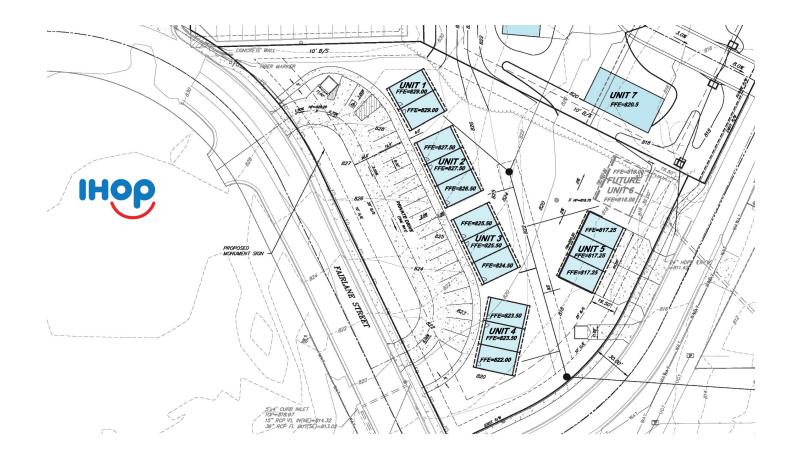
Jeremy Greenamyre, Vice President



## Fairlane Town Homes History

- Owned land for decades.
- Main Street Enhancement / Fairlane Extension Early 2000s
- Replat 2009
- Additional land 2020
- Rezone 2021
- Groundbreaking (Phase I) 2022

#### Fairlane Town Homes – Phase I



3



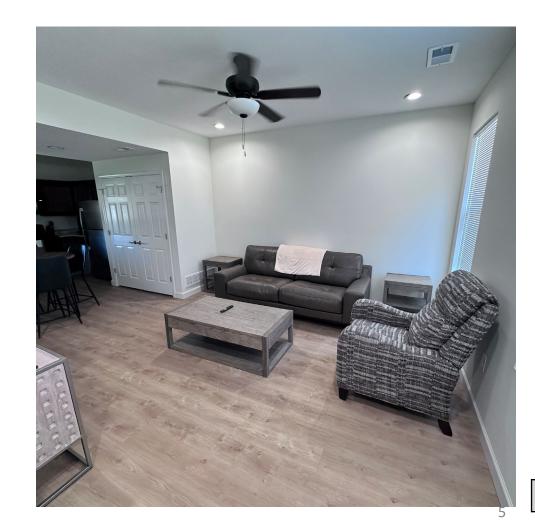
### Fairlane Town Homes – Phase I Exterior Photos





### Fairlane Town Homes – Phase I Interior Photos







### Fairlane Town Homes – Phase I Interior Photos





### Fairlane Town Homes – Phase I

- 14 units 2 bed/1.5 bath, about 1000 sq. ft.
- Construction Start: Summer 2022.
- Construction Completion: Fall 2024.
- Positives:
  - Flat site.
  - Existing sidewalks, curb and gutter.
  - No drainage issues.
  - ARPA grant for sewer extension (about \$90k).
- Over 95% occupancy.

### Fairlane Town Homes – Phase I and Phase II Site Plan

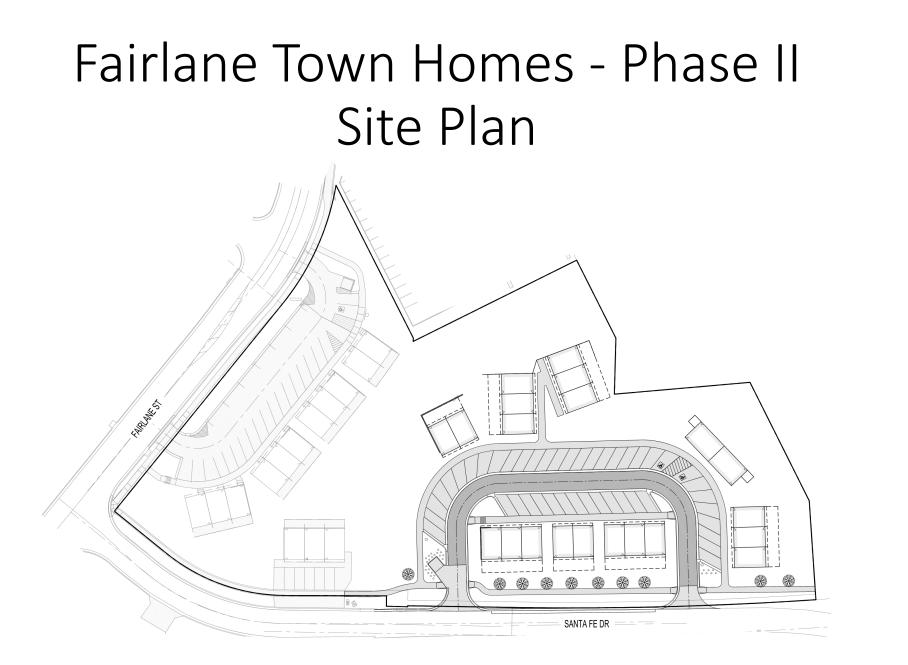


8

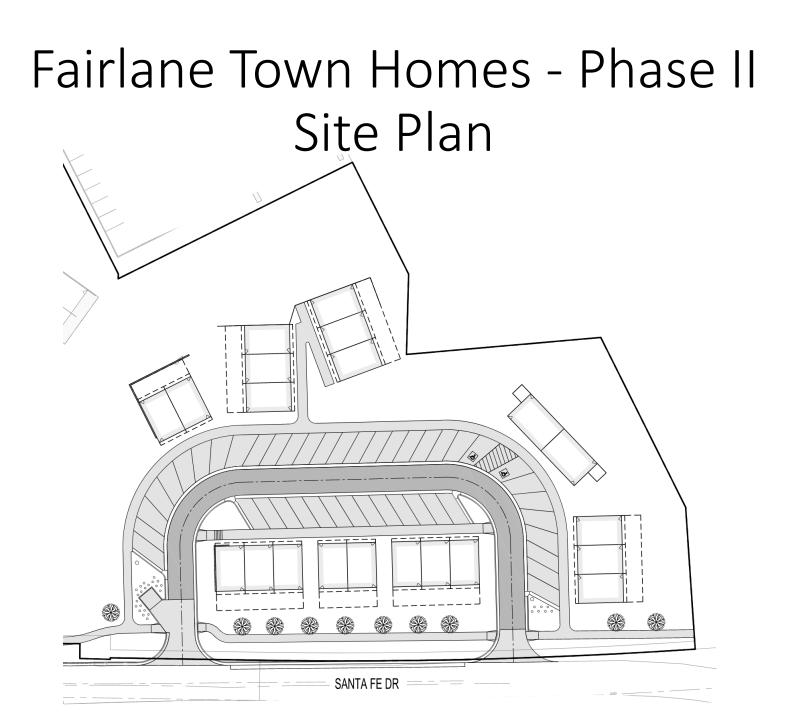
Agenda Item 5.

### Fairlane Town Homes – Phase II Project Overview

- 19 units 2 bed/1.5 bath, about 1000 sq. ft. (same as Phase I)
- 2 units 1 bed/1 bath, about 600 sq. ft., no steps
- Potential Construction Start: Fall 2025.
- Construction Timeline: 24 months.



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Agenda Item 5.

- Construction Costs
- Interest Rates: January 2022 3.50% vs. Today 7.50%
  - Every \$1mm adds \$2257/mo. in financing costs
  - Phase II = \$9,000/mo. additional cost (about \$429/mo. per unit!)
- More difficult site:
  - More site work required: grading, retaining walls.
  - Sewer extension.
  - No existing sidewalks, curb and gutter.
  - Multiple drainage issues: retention pond,  $\approx$  6 acres off-site drainage.

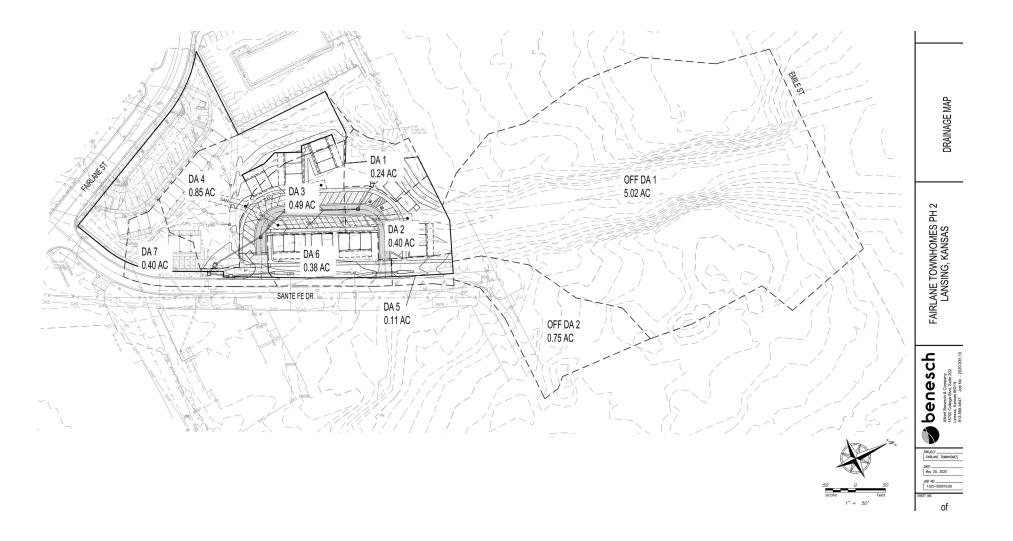


- Hotel retention pond
  - Overflow gets hard piped
- ≈ 6 acres of off-site drainage
  - Drainage gets hard piped



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130

- Engineer's estimates: "The project site requires substantial investment in infrastructure due to its location on low-lying, undeveloped land." Required improvements include:
  - 1,130 LF of Curb & Gutter (395 LF along Santa Fe Dr.)
  - 6,300 SF of Sidewalk (1,785 SF along Santa Fe Dr.)
  - 640 LF of Storm Sewer
  - 640 LF of Sanitary Sewer
  - 20,900 SF of Pavement
  - 700 LF of Water Line
- Engineer's Estimated Total Infrastructure Cost: \$765,000

## Fairlane Town Homes – Phase II Why RHID?

- Incentives are the only way to fill the funding gap.
  - Even with RHID, breakeven is *six years* after completion.
- Our project has a neutral effect on the schools.
  - Phase I
    - School year 2023/24: 2 students
    - School year 2024/25: 1 student
  - Phase II: Estimate 2.25 students per year

## Fairlane Town Homes – Phase II *Potential* Residents

- Phase I
  - Average Occupancy: 1.55 people per unit
  - Median Income: \$63,185 (79.1% AMI)
  - Occupations:
    - Dealership support representative
    - Military ministry
    - CGSC student
    - Estimator
    - Insurance accounts manager
    - USM student
    - Military police

- Culinary chef
- Account manager at VA
- Teacher
- Owner of cleaning company
- Hotel manager
- Sales agent auto dealership
- Electrician



### Fairlane Town Homes – Phase II Positive Local Impact

- Market-rate, workforce housing.
- Local contractors.
- Local management and maintenance.
- Improves Santa Fe Dr.

Agenda Item 5.



#### DEVELOPMENT PLAN OF THE CITY OF LANSING, KANSAS FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT

**JUNE 2025** 

#### **INTRODUCTION**

On August 1, 2024, the City Council (the "Governing Body") of the City Lansing, Kansas (the "City") adopted Resolution No. B-10-2024, which found and determined that:

- 1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
- 2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
- 3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
- 4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Reinvestment Housing Incentive District within the City pursuant to K.S.A. 12-5241 *et seq.* (the "Act").

Following the adoption of Resolution No. B-10-2024, such Resolution was published once in the official newspaper of the City, and a certified copy of such Resolution was submitted to the Secretary of Commerce for approval of the establishment of the Reinvestment Housing Incentive District in the City as required by K.S.A. 12-5244(c). On August 12, 2024, the Secretary of Commerce provided written confirmation approving the establishment of the Reinvestment Housing Incentive District within the City.

#### **DEVELOPMENT PLAN ADOPTION**

K.S.A. 12-5245 states that once a city receives approval from the Secretary of Commerce for the development of a reinvestment housing incentive district, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

#### **DEVELOPMENT PLAN**

As a result of the shortage of quality housing within the City, the City proposes this development plan (the "Development Plan") to assist in the development of quality housing within the City.

(1) *Legal Description and Map of the District*. The legal description of the Fairlane Town Homes Phase II Reinvestment Housing Incentive District (the "District") is attached as *Exhibit A* to this Development Plan. A map of the District is attached as *Exhibit B* to this Development Plan.

(2) *Existing Assessed Valuation of the District*. The assessed valuation of all real estate within the District for 2024 is:

| Land         | \$27,141.00   |
|--------------|---------------|
| Improvements | <u>\$0.00</u> |
| Total        | \$27,141.00   |

(3) *Owners of Record*. The name and addresses of the owners of record for the real estate within the District is:

Greenamyre Rentals, Inc. 2500 S. 2<sup>nd</sup> Street Leavenworth, KS 66048

(4) **Description of Housing and Public Facilities Projects**. The housing and public facilities projects that are proposed to be constructed include the following:

#### **Housing and Public Facilities**

The housing and public facility project will include the construction and extension of certain infrastructure and utility improvements needed to develop a townhome project within the District, which is currently anticipated to include approximately 21 units, consisting primarily of five (5) triplex buildings (15 units) and three (3) duplexes (6 units), which will include nineteen (19) 2-bedroom/1.5-bath units and two (2) 1-bed/1-bath units, as ultimately determined by developer consistent with the City of Lansing's RHID Policy.

**ELIGIBLE COSTS**. Developer is largely not seeking reimbursement of traditional infrastructure expenses (public facilities) as they are already constructed, but is seeking reimbursement for the vertical construction per K.S.A. 12-5249(a)(12), which allows for eligible costs to include:

(12) renovation or construction of residential dwellings, multi-family units or buildings or other structures exclusively for residential use located on existing lots if:

(A) The infrastructure, including streets, sewer, water and utilities, has been in existence for at least 10 years; or

(B) the existing lot has been subject to any tax assessment levied pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto, because such lot is located in an improvement district established pursuant to chapter 12, article 6a or chapter 19, article 27 of the Kansas Statutes Annotated, and amendments thereto.

Developer and City agree that such construction costs are eligible pursuant to K.S.A. 12-5249(a)(12)(A) as the infrastructure, including streets, sewer, water and utilities, has been existence for at least 10 years.

(5) *Developer's Information*. The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

| Owners of Real Property: | Greenamyre Rentals, Inc.<br>2500 S. 2 <sup>nd</sup> Street<br>Leavenworth, KS 66048 |
|--------------------------|---|
| Developer:               | Greenamyre Rentals, Inc.<br>2500 S. 2 <sup>nd</sup> Street<br>Leavenworth, KS 66048 |

| Individuals with specific interest: | Greenamyre Rentals, Inc.       |
|-------------------------------------|--------------------------------|
|                                     | 2500 S. 2 <sup>nd</sup> Street |
|                                     | Leavenworth, KS 66048          |

(6) **Contractual Assurances.** The Governing Body expects to enter into a Development Agreement (the "Development Agreement") with Greenamyre Rentals, Inc., a Kansas Corporation (the "Developer"). The Development Agreement will include the project construction schedule, a description of projects to be constructed, financial obligations of the developer, and administrative support from the City. The Development Agreement will include contractual assurances, if any, the Governing Body has received from the Developer guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed district.

(7) **Comprehensive Analysis of Feasibility**. The Developer conducted a comprehensive analysis to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements and Eligible Costs to be undertaken in the District. A copy of the analysis is attached as **Exhibit C** to this Development Plan. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, together with all public and private sources of funding, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the Eligible Costs and public improvements. The estimates indicate that the revenue realized from the project together with other sources of Developer funds would be adequate to pay the eligible costs.

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#### EXHIBIT A DEVELOPMENT PLAN FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT

#### LEGAL DESCRIPTION OF DISTRICT

Legal Description:

A tract of land being a part of Lot 1, Fairlane Townhomes, 1st Plat, an Administrative Plat in Lansing, Leavenworth County, Kansas, filed as Document Number 2023P00058 at the Register of Deeds office of Leavenworth County; a description written by D. Steven West, PS No. 1614, on June 10, 2025, and being more particularly described as follows:

Beginning at the Northwest Corner of said Lot 1, said point being the same point as the Point of Beginning for said plat boundary of Fairlane Townhomes, 1st Plat; thence N 88°45'25" E along the North boundary line of said plat, a distance of 118.22 feet; thence S 68°29'00" E along the North boundary line of said plat, a distance of 88.51 feet to a point of curvature; thence Southwesterly along the East boundary line of said plat along a curve to the right having an initial tangent bearing of S 21°31'00" W, a radius of 3270.00 feet, a delta angle of 04°45'10", and an arc length of 271.25 feet; thence continuing along the East boundary line of said plat S 26°16'09" W, a distance of 93.31 feet; thence N 63°27'11" W, a distance of 236.04 feet;

thence N 01°04'45" W along part of the West boundary of said plat, a distance of 162.94 feet;

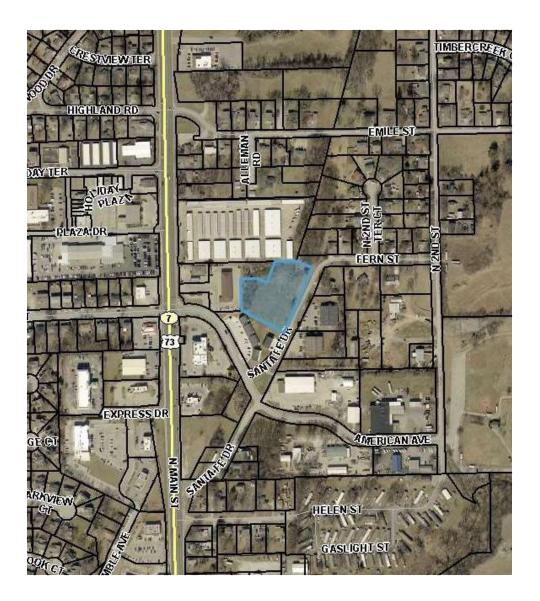
thence N 88°38'53" E along part of the West boundary of said plat, a distance of 77.92 feet;

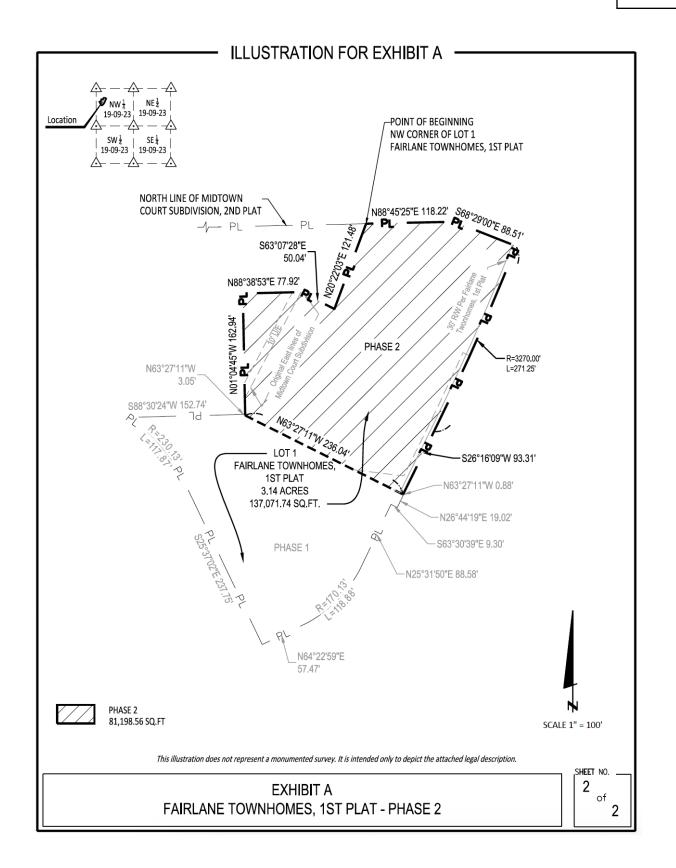
thence S 63°07'28" E along part of the West boundary of said plat, a distance of 50.04 feet;

thence N 20°22'03" E along part of the West boundary of said plat, a distance of 121.48 feet to the Point of Beginning, and containing 81,198.56 square feet, more or less.

#### EXHIBIT B DEVELOPMENT PLAN FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT

#### MAP OF THE DISTRICT





#### EXHIBIT C DEVELOPMENT PLAN FAIRLANE TOWN HOMES PHASE II REINVESTMENT HOUSING INCENTIVE DISTRICT

#### COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

| Fairlan       | e Townhomes F  | Phase II Reinv | estment Hou | ising Incentiv | e D | istrict F |
|---------------|----------------|----------------|-------------|----------------|-----|-----------|
|               | Assessed Value | Property Class | Mill Levy   | Number of Lots | Tax | x Amount  |
|               |                |                |             |                |     |           |
| Existing Land | \$ 27,141      | 11.5%          | 0.139158    | 1              | \$  | 3,777     |
|               |                |                |             |                |     |           |
|               |                |                |             | Total Current  | \$  | 3,777     |

|   | Esti | mated Value of | Estimated Value of<br>Buildings to be |   |      |           |                   |                |    |           |
|---|------|----------------|---------------------------------------|---|------|-----------|-------------------|----------------|----|-----------|
|   |      | Lots           | Constructed                           | Property Class                                |      | Mill Levy | Est. Property Tax | Number of Lots | To | tal Value |
| Per Unit                                | \$   | 10,000         | \$ 180,000                            | 11.5%   |      | 0.119158  | \$ 2,604          | 21             | \$ | 54,676    |
|   |      |                |                                       |   |      |           |                   |                |    |           |
| Grand Total Less Incentive Percent      | \$   | 54,676         |                                       | RHID Split after 20 Mill State School Funding |      |           |                   | Total RE Taxes | \$ | 63,853    |
| Tax Increment                           | \$   | 50,899         |                                       | Developer                                     |      | 80%       |                   |                |    |           |
| 20 Year Reimbursement Model Total, 2%   |      |                |                                       |   |      |           |                   |                |    |           |
| Growth                                  | \$   | 1,064,463      |                                       | City  |      | 6.67%     |                   |                |    |           |
| Total Tax Less State Mils/Local Schools | \$   | 54,676         |                                       | County  |      | 6.67%     |                   |                |    |           |
| Total Captured Mill Levy                |      | 0.119158       |                                       | Local School Dist                             | rist | 6.67%     |                   |                |    |           |
|   |      |                |                                       |   |      |           |                   |                |    |           |

Total Mills Less State School 20 Mills 0.139158

0.119158

| YEAR | RHID YEAR                                  | BASE RE TAX           | RHID TOTAL REAL<br>ESTATE TAX    | REAL ESTATE TAX<br>INCREMENT | DEVELOPER<br>PORTION OF<br>INCREMENT - 80% | CITY PORTION OF<br>INCREMENT | COUNTY PORTION<br>OF INCREMENT | LOCAL USD<br>PORTION OF<br>INCREMENT | TOTAL RHID   |
|------|--|-----------------------|----------------------------------|------------------------------|--|------------------------------|--------------------------------|--------------------------------------|--------------|
| 1    | 2025                                       | \$ 3,777              | s -                              | s -                          | s -  | \$ -                         | s -                            | s -                                  | \$-          |
| 2    | 2026                                       | \$ 3,777              | s -                              | s -                          | s -  | \$ -                         | s -                            | s -                                  | \$-          |
| 3    | 2027                                       | \$ 3,777              | \$ 38,273                        | \$ 34,496                    | \$ 27,597                                  | \$ 2,300                     | \$ 2,300                       | \$ 2,300                             | \$ 34,496    |
| 4    | 2028                                       | \$ 3,777              | \$ 54,676                        | \$ 50,899                    | \$ 40,719                                  | \$ 3,393                     | \$ 3,393                       | \$ 3,393                             | \$ 85,395    |
| 5    | 2029                                       | \$ 3,777              | \$ 55,769                        | \$ 51,992                    | \$ 41,594                                  | \$ 3,466                     | \$ 3,466                       | \$ 3,466                             | \$ 137,387   |
| 6    | 2030                                       | \$ 3,777              | \$ 56,885                        | \$ 53,108                    | \$ 42,486                                  | \$ 3,540                     | \$ 3,540                       | \$ 3,540                             | \$ 190,495   |
| 7    | 2031                                       | \$ 3,777              | \$ 58,022                        | \$ 54,245                    | \$ 43,396                                  | \$ 3,616                     | \$ 3,616                       | \$ 3,616                             | \$ 244,740   |
| 8    | 2032                                       | \$ 3,777              | \$ 59,183                        | \$ 55,406                    | \$ 44,325                                  | \$ 3,693                     | \$ 3,693                       | \$ 3,693                             | \$ 300,146   |
| 9    | 2033                                       | \$ 3,777              | \$ 60,366                        | \$ 56,590                    | \$ 45,272                                  | \$ 3,772                     | \$ 3,772                       | \$ 3,772                             | \$ 356,736   |
| 10   | 2034                                       | \$ 3,777              | \$ 61,574                        | \$ 57,797                    | \$ 46,237                                  | \$ 3,853                     | \$ 3,853                       | \$ 3,853                             | \$ 414,533   |
| 11   | 2035                                       | \$ 3,777              | \$ 62,805                        | \$ 59,028                    | \$ 47,223                                  | \$ 3,935                     | \$ 3,935                       | \$ 3,935                             | \$ 473,561   |
| 12   | 2036                                       | \$ 3,777              | \$ 64,061                        | \$ 60,284                    | \$ 48,228                                  | \$ 4,019                     | \$ 4,019                       | \$ 4,019                             | \$ 533,845   |
| 13   | 2037                                       | \$ 3,777              | \$ 65,342                        | \$ 61,566                    | \$ 49,253                                  | \$ 4,104                     | \$ 4,104                       | \$ 4,104                             | \$ 595,411   |
| 14   | 2038                                       | \$ 3,777              | \$ 66,649                        | \$ 62,872                    | \$ 50,298                                  | \$ 4,191                     | \$ 4,191                       | \$ 4,191                             | \$ 658,283   |
| 15   | 2039                                       | \$ 3,777              | \$ 67,982                        | \$ 64,205                    | \$ 51,364                                  | \$ 4,280                     | \$ 4,280                       | \$ 4,280                             | \$ 722,489   |
| 16   | 2040                                       | \$ 3,777              | \$ 69,342                        | \$ 65,565                    | \$ 52,452                                  | \$ 4,371                     | \$ 4,371                       | \$ 4,371                             | \$ 788,054   |
| 17   | 2041                                       | \$ 3,777              | \$ 70,729                        | \$ 66,952                    | \$ 53,562                                  | \$ 4,463                     | \$ 4,463                       | \$ 4,463                             | \$ 855,006   |
| 18   | 2042                                       | \$ 3,777              | \$ 72,143                        | \$ 68,367                    | \$ 54,693                                  | \$ 4,557                     | \$ 4,557                       | \$ 4,557                             | \$ 923,372   |
| 19   | 2043                                       | \$ 3,777              | \$ 73,586                        | \$ 69,809                    | \$ 55,848                                  | \$ 4,653                     | \$ 4,653                       | \$ 4,653                             | \$ 993,182   |
| 20   | 2044                                       | \$ 3,777              | \$ 75,058                        | \$ 71,281                    | \$ 57,025                                  | \$ 4,752                     | \$ 4,752                       | \$ 4,752                             | \$ 1,064,463 |
|      | TOTALS                                     |                       |                                  | \$ 1,064,463                 | \$ 851,570                                 | \$ 70,957                    | \$ 70,957                      | \$ 70,957                            |              |
|      | NET PRESENT VALUE Bond Proceeds (NPV       |                       | 8.00%                            | \$449,663.82                 | \$359,731.06                               | \$29,974.59                  | \$29,974.59                    | \$29,974.59                          |              |
|      |  |                       | of Revenue Divided by DSCI       | R)                           |  |                              |                                |                                      |              |
|      | Notes:                                     |                       |                                  |                              |  |                              |                                |                                      |              |
|      | The projected appraise                     | d value is assumed to | increase at the following percer | nt every year:               | 2.0%                                       |                              |                                |                                      |              |
|      | NET PRESENT VA                             | LUE                   |                                  |                              | 8.0%                                       |                              |                                |                                      |              |
|      | Percentage of Completion Assessed:<br>2025 |                       |                                  |                              |  |                              |                                |                                      |              |
|      |  |                       | 0.00%                            |                              |  |                              |                                |                                      |              |
|      | 2026                                       |                       | 0.00%                            |                              |  |                              |                                |                                      |              |
|      | 2027                                       |                       | 70.00%                           |                              |  |                              |                                |                                      |              |
|      | 2028                                       |                       | 100.00%                          |                              |  |                              |                                |                                      |              |



Filters

Alarm Date Range 5/1/25 to 5/31/25 | Is Locked true | Is Active true

### Fire Incident Count

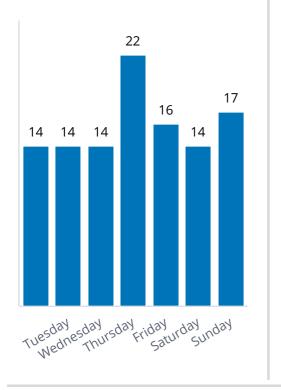
Count of Total Incidents

Incident Count by Month (This Year)

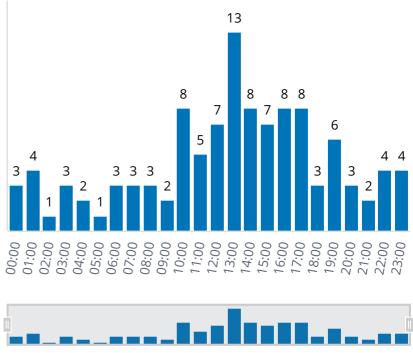




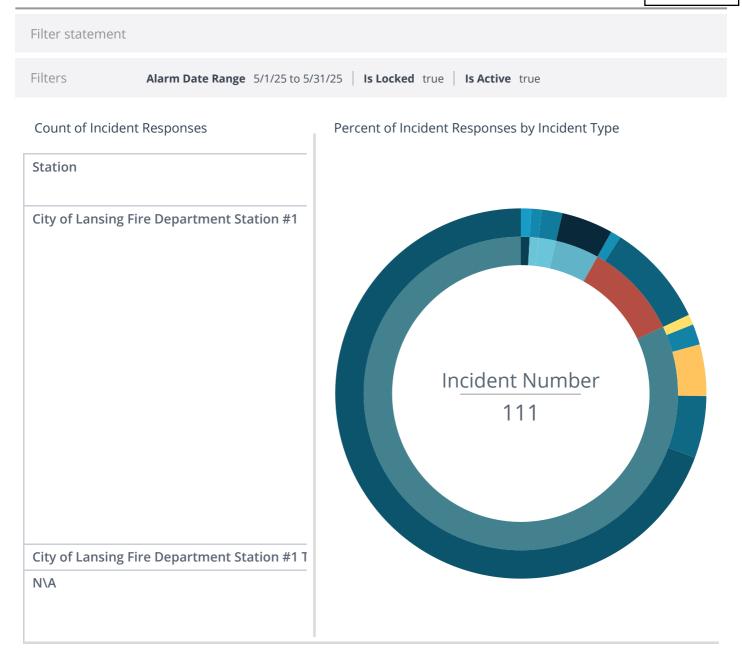
Incident Count by Day of Week

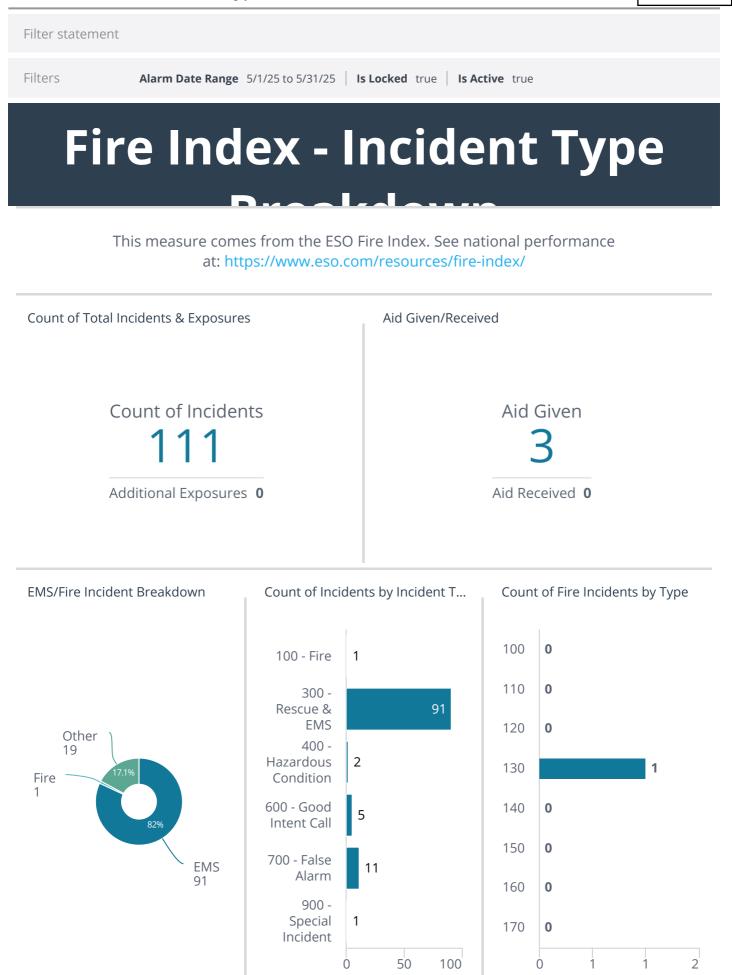


Incident Count by Hour of Day









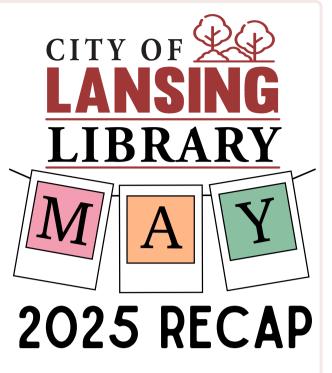
Filter statement

Filters

Alarm Date Range 5/1/25 to 5/31/25 | Is Locked true | Is Active true

### **Incident Details**

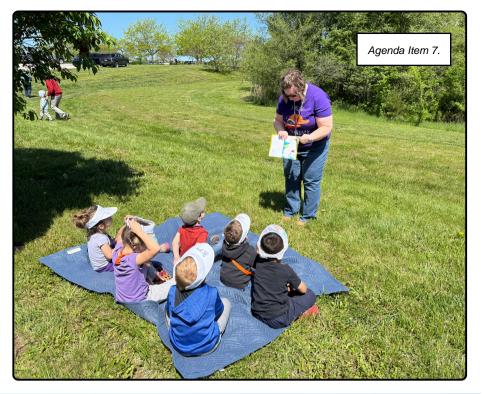
| Incident Number | Time in Alarm DateTime | Incident Type Group | Incident Type Code |
|-----------------|------------------------|---------------------|--------------------|
| LC202500473     | 05/01/2025 04:32:40    | 300 - Rescue & EMS  | 321                |
| LC202500474     | 05/01/2025 06:27:35    | 300 - Rescue & EMS  | 311                |
| LC202500475     | 05/01/2025 08:00:46    | 300 - Rescue & EMS  | 322                |
| LC202500476     | 05/01/2025 12:33:29    | 700 - False Alarm   | 745                |
| LC202500477     | 05/01/2025 15:35:28    | 300 - Rescue & EMS  | 311                |
| LC202500478     | 05/01/2025 16:38:51    | 300 - Rescue & EMS  | 322                |
| LC202500479     | 05/02/2025 13:58:04    | 700 - False Alarm   | 745                |
| LC202500480     | 05/02/2025 14:51:52    | 300 - Rescue & EMS  | 311                |
| LC202500481     | 05/03/2025 10:06:17    | 300 - Rescue & EMS  | 311                |
| LC202500482     | 05/03/2025 17:29:34    | 300 - Rescue & EMS  | 311                |
| LC202500483     | 05/04/2025 00:42:22    | 300 - Rescue & EMS  | 311                |
| LC202500484     | 05/04/2025 04:55:46    | 300 - Rescue & EMS  | 311                |
| LC202500485     | 05/04/2025 19:56:37    | 300 - Rescue & EMS  | 311                |
|                 |                        |                     | ~                  |



A MESSAGE FROM

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THE DIRECTOR 🕑



We had a reel good time at the Parks & Rec Annual Fishing Derby! The library joined the fun with a special outdoor storytime, and it was a big catch with families. There's something magical about sharing stories under the open sky with fishing poles and giggles all around.

And speaking of outdoor fun, we're getting ready to break ground on our brandnew library patio! It's going to be the perfect spot to relax, read, and enjoy library programs in the fresh air. Stay tuned—big things are coming just outside our doors!

# MONTHLY CIRCULATION: PHYSICAL & DIGITAL CHECKOUTS

# A SNAPSHOT OF LIBRARY USAGE FOR MAY 2025



physical

kits, sponsored by the

Friends of the Library

149

public computer usage.

### City Clerk's Office/Building Maintenance Vehicle and Equipment Report

| <b>T</b> 7 | 1   | •   | 1   |   |
|------------|-----|-----|-----|---|
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| , enneres |      |       |             |         |         |        |          |
|-----------|------|-------|-------------|---------|---------|--------|----------|
|           |      |       |             | Mileage | Mileage | Miles  |          |
| Year      | Make | Model | Description | Start   | Ending  | Driven | Comments |
| 2023      | Ram  | 1500  | SSV Pickup  | 5280    | 5,567   | 287    |          |
|           |      |       |             |         |         | 0      |          |
|           |      |       |             |         |         | 0      |          |
|           |      |       |             |         |         | 0      |          |
|           |      |       |             |         |         | 0      |          |
| Total     |      |       |             |         |         | 287    |          |

|       |         |         |                            | Hours | Hours | Hours |                           |
|-------|---------|---------|----------------------------|-------|-------|-------|---------------------------|
| Year  | Make    | Model   | Description                | Start | End   | Used  | Comments                  |
| 2018  | Advance | SC1500  | AutoScrubber Floor Machine | 79.03 | 79.32 | 0.29  | Community Center Cleaning |
| 2018  | Kubota  | ZG227-A | Mower                      | 419.2 | 431   | 11.8  |                           |
| 2021  | Kaivac  | 1750    | Cleaning Machine           | 13.6  | 13.6  | 0     |                           |
|       |         |         |                            |       |       | 0     |                           |
|       |         |         |                            |       |       | 0     |                           |
|       |         |         |                            |       |       | 0     |                           |
| Total |         |         |                            |       |       | 12.09 |                           |

### Agenda Item 8.

### Lansing Community and Economic Development Department

### Monthly Fleet Report

Month May Year 2025

### Vehicles

|      |       |          |                 |                    | Mileage  | Mileage |              |          |
|------|-------|----------|-----------------|--------------------|----------|---------|--------------|----------|
| Year | Make  | Model    | License Plate # | Description        | Starting | Ending  | Miles Driven | Comments |
| 2015 | Dodge | Journey  | A6545           | SUV                | 88,257   | 88,546  | 289          |          |
| 2019 | Ford  | Ecosport | A4358           | SUV                | 15,560   | 15,750  | 190          |          |
| 2022 | Dodge | Ram      | D100764         | 1500 Pick up Truck | 11,033   | 11,305  | 272          |          |

# Lansing Fire Department

### Vehicles

|           |        |            |                       | Mileage | Mileage | Miles  | Hours | Hours  | Hours |          |
|-----------|--------|------------|-----------------------|---------|---------|--------|-------|--------|-------|----------|
| Year      | Make   | Model      | Description           | Start   | Ending  | Driven | Start | End    | Used  | Comments |
| 2018- 562 | Pierce | PUC        | 1000 Gallon Pumper    | 23,000  | 23,868  | 868    | 2189  | 2263   | 74    |          |
| 2007-563  | E-One  | Typhoon    | 1000 Gallon Pumper    | 43,196  | 43,278  | 82     | 3917  | 3923.5 | 7     |          |
| 2017-568  | Chevy  | 3500       | Utility Truck         | 78,094  | 78,370  | 276    | 3421  | 3444.7 | 24    |          |
| 2011-565  | Dodge  | 5500       | Brush Truck           | 52,133  | 52,183  | 50     | 3683  | 3690   | 7     |          |
| 2024-569  | Ford   | Expedition | Command Vehicle-Chief | 1,408   | 1,700   | 292    | 73    | 92     | 19    |          |
| Total     |        |            |                       |         |         | 1,568  | -     |        | 130   |          |

|       |       |       |                 | Hours | Hours | Hours |                             |
|-------|-------|-------|-----------------|-------|-------|-------|-----------------------------|
| Year  | Make  | Model | Description     | Start | End   | Used  | Comments                    |
| 2005  | Bauer |       | SCBA Compressor | 469   | 470.7 |       | Breathing Air<br>Compressor |
|       |       |       |                 |       |       | 0     |                             |
|       |       |       |                 |       |       | 0     |                             |
|       |       |       |                 |       |       | 0     |                             |
|       |       |       |                 |       |       | 0     |                             |
|       |       |       |                 |       |       | 0     |                             |
| Total |       | •     |                 |       |       | 1.7   |                             |

## Parks and Recreation Fleet Report May 2025

### Vehicles:

| Year       | Make            | Model            | Description     | Mileage<br>Start | Mileage<br>Ending | Miles<br>Driven | Current Use         | Comments |
|------------|-----------------|------------------|-----------------|------------------|-------------------|-----------------|---------------------|----------|
| 2006       | Dodge           | Caravan          | Minivan         | 57,623           | 57,875            | 252             | AC/Parks use        |          |
| 2014       | Ford            | F-350            | Dump Truck      | 27,786           | 27,883            | 97.0            | Parks maintenance   |          |
| 2016       | Jeep            | Patriot          | SUV             | 68,435           | 68,570            | 135             | Activity Center use |          |
| 2017       | Chevrolet       | Silverado        | Truck           | 33,395           | 33,990            | 595             | Parks maintenance   |          |
| 2018       | Ford            | F-350            | 4-DR Crew       | 51,849           | 52,698            | 849             | Parks maintenance   |          |
| Total      |                 |                  |                 |                  |                   | 1928.00         |                     |          |
| Equipment: |                 |                  |                 |                  |                   |                 |                     |          |
| Year       | Make            | Model            | Description     | Hours<br>Start   | Hours<br>End      | Hours<br>used   | Current Use         | Comments |
| 1992       | Massey Ferguson | 1020             | Tractor         | 1993.8           | 1993.8            | 0               | Parks maintenance   |          |
| 2005       | Kubota          | F3060            | Mower           | 466.7            | 471.9             | 5.2             | Parks maintenance   |          |
| 2007       | Turbo Tool Cat  | 5600             | Utility Vehicle | 1395.4           | 1398.3            | 2.9             | Parks maintenance   |          |
| 2012       | Wright          | ZK               | Stander Mower   | 1272.4           | 1287.6            | 15.2            | Parks maintenance   |          |
| 2016       | ABI             | Force            | Infield Groomer | 422.3            | 427.3             | 5               | Parks maintenance   |          |
| 2017       | Kubota          | ZD1211           | Mower           | 1214.5           | 1245.8            | 31.3            | Parks maintenance   |          |
| 2018       | Polaris         | Ranger           | Utility Vehicle | 600.5            | 608.8             | 8.3             | Parks maintenance   |          |
| 2019       | Exmark          | LZ 72            | Mower           | 941.2            | 975.5             | 34.3            | Parks maintenance   |          |
| 2019       | Emark           | LZ 96            | Mower           | 390.7            | 402.1             | 11.4            | Parks maintenance   |          |
| 2020       | Kubota          | ZD1211           | Mower           | 735.8            | 768.3             | 32.5            | Parks maintenance   |          |
| 2022       | Wright          | ZK               | Stander Mower   | 86.3             | 96.2              | 9.9             | Parks maintenance   |          |
| 2024       | Cushman         | Hauler Pro Elite | Golf Cart       | 8.3              | 9.1               | 0.80            | Parks maintenance   |          |
| Total      |                 |                  |                 |                  |                   | 156.8           |                     |          |

# Lansing Police Department Vehicle Fleet End of Month Report

|      | VIN    |      |               | Mileage   | Mileage     | Miles  | Assigned/          |            |                                     |
|------|--------|------|---------------|-----------|-------------|--------|--------------------|------------|-------------------------------------|
| Unit | Last 4 | Year | Make/Model    | as of 5/1 | as of 6/1   | Driven | <b>Current Use</b> | Future Use | Comments                            |
| 1    | 9291   | 2023 | Dodge Durango | 15340     | 15965       | 625    | Chief              | Chief      | Limited use Chief                   |
| 2    | 4459   | 2021 | Dodge Durango | 17571     | 17730       | 159    | Captain            | Captain    | Limited use Captain                 |
| 3    | 0      | 0    | Dodge Durango |           | 14          | 14     | Lieutenant         | Lieutenant | Limited use Lieutenant / Not in use |
| 4    |        | Re   | served        |           |             |        |                    |            |                                     |
| 5    |        | Re   | served        |           |             |        |                    |            |                                     |
| 6    | 9963   | 2023 | Dodge Durango | 26594     | 28665       | 2071   | Patrol             | Sergeant   |                                     |
| 7    |        | Re   | served        |           |             |        |                    |            |                                     |
| 8    |        | Re   | served        |           |             |        |                    |            |                                     |
| 9    |        | Re   | served        |           |             |        |                    |            |                                     |
| 10   | 4004   | 2018 | Ford Explorer | 46594     | 46969       | 375    | Patrol             | Patrol     | Patrol                              |
| 11   | 4219   | 2024 | Dodge Durango | 14346     | 18127       | 3781   | New                | Patrol     |                                     |
| 12   | 5335   | 2019 | Dodge Durango | 72195     | 73496       |        | Patrol             | Patrol     |                                     |
| 13   | ????   | 2024 | Dodge Durango | 15        | 15          | 0      | Patrol             | Patrol     | being upfitted                      |
| 14   | 2907   | 2024 | Dodge Durango | 16        | 1108        | 1092   | Patrol             | Patrol     | being upfitted                      |
| 15   | 4580   | 2021 | Dodge Durango | 68300     | 72199       | 3899   | Patrol             | Patrol     |                                     |
| 16   | 4003   | 2018 | Ford Explorer | 54458     | 54796       | 338    | Patrol             | Patrol     |                                     |
| 17   | 5063   | 2022 | Dodge Ram     | 30194     | 32619       | 2425   | Patrol             | Patrol     |                                     |
| 18   | 4458   | 2021 | Dodge Durango | 62655     | 65010       | 2355   | Patrol             | Patrol     |                                     |
| 19   | 9829   | 2024 | Dodge Durango | 5377      | 6030        |        | Patrol             | Patrol     |                                     |
|      | 2908   |      |               | Mile      | eage Total: | 18435  |                    |            |                                     |

May-2025

### Lansing Public Works Department Monthly Fleet Report

Month May Year 2025

### Vehicles

| Year | Make          | Model        | License Plate<br># | Description        | Mileage<br>Starting | Mileage<br>Ending | Miles Driven | Comments |
|------|---------------|--------------|--------------------|--------------------|---------------------|-------------------|--------------|----------|
| 2022 | Dodge         | Ram 2500     | B3859              | Pick-up            | 5,799               | 6,057             | 258          |          |
| 1998 | Ford          | 1/2 ton      | 48091              | Pick-up            | 75,362              | 75,362            | 0            |          |
| 2005 | Sterling      | LT 8500      | 64614              | Dump Truck         | 65,963              | 66,428            | 465          |          |
| 2007 | Elgin         | Crosswind J+ | 70295              | Street Sweeper     | 8,027               | 8,028             | 1            |          |
| 2017 | Chevrolet     | 3500         | 88437              | Pick-up Truck      | 43,471              | 44,020            | 549          |          |
| 2011 | International | 7400         | 75269              | Dump Truck         | 26,608              | 26,738            | 130          |          |
| 2016 | Ford          | F350 4x4     | 88468              | One-ton Dump Truck | 24,230              | 24,383            | 153          |          |
| 2013 | Ford          | Explorer     | 80551              | SUV                | 89,681              | 90,024            | 343          |          |
| 2020 | Chevrolet     | 3500         | A8914              | One-ton Dump Truck | 12,556              | 12,813            | 257          |          |
| 2005 | Mack          | Granite      | B0282              | Dump Truck         | 66,522              | 66,666            | 144          |          |
| 2005 | Ford          | Ranger       | 57932              | LT- Pick-up Ext    | 54,285              | 54,442            | 157          |          |
| 2003 | Ford          | F150         |                    | Pickup             | 8,432               | 88,689            | 80,257       |          |

| Year | Make       | Model    | Description    | Hours<br>Starting | Hours<br>Ending | Hours Used | Comments |
|------|------------|----------|----------------|-------------------|-----------------|------------|----------|
| 1997 | JD         | 770BH    | Grader         | 5,198             | 5,198           | 0          |          |
| 2004 | IR         | DD-24    | Asphalt Roller | 343               | 344             | 1          |          |
| 2006 | IR         | 185      | Air Compressor | 248               | 248             | 0          |          |
| 1997 | Bobcat     | 763      | Skid Steer     | 2,391             | 2,392           | 1          |          |
| 2014 | Case       | 580 SNWT | Backhoe        | 2,400             | 2,420           | 20         |          |
| 2002 | Crafco     | 110      | Crack Sealer   | 909               | 909             | 0          |          |
| 2009 | Case       | 465      | Skid Steer     | 934               | 936             | 2          |          |
| 2018 | John Deere | 5065E    | Tractor        | 306               | 325             | 0          |          |
| 2018 | Vermeer    | BC1000   | Chipper        | 22                | 22              | 0          |          |
| 2022 | Case       | SV280B   | Skidsteer      | 209               | 219             | 10         |          |
| 2023 | Bobcat     | CT5558   | Tractor        | 53                | 61              | 8          |          |

Vehicles

|       |              |        |               | Mileage | Mileage | Miles  |                    |          |
|-------|--------------|--------|---------------|---------|---------|--------|--------------------|----------|
| Year  | Make         | Model  | Description   | Start   | Ending  | Driven | Current Use        | Comments |
| 1999  | Sterling     | Vactor | Jet Truck     | 9050    | 9056    | 6      | Collection System  |          |
| 2012  | Chevrolet    | Tahoe  | SUV           | 119809  | 120511  | 702    | Ops/Maint.         |          |
| 2019  | Ford         | F250   | Pick Up Truck | 14364   | 14557   | 193    | Ops/Maint.         |          |
| 2019  | Ford         | F250   | Flatbed Truck | 7232    | 7434    | 202    | Ops/Maint.         |          |
| 2023  | Polaris      | Ranger | Ops Utility   | 893     | 923     | 30     | Operations         |          |
| 2023  | Polaris      | Ranger | Maint Utility | 390     | 405     | 15     | Maintenance        |          |
| 2005  | Freightliner | M2106  | Dump Truck    | 28659   | 28753   | 94     | Biosolids Disposal |          |
| Total |              |        |               |         |         | 1242   |                    |          |

|      |            |        |               | Hours | Hours  | Hours |                    |          |
|------|------------|--------|---------------|-------|--------|-------|--------------------|----------|
| Year | Make       | Model  | Description   | Start | Ending | Used  | Current Use        | Comments |
| 1991 | Case       | 1825   | Uni-Loader    | 999   | 1000   | 1     | Plant Activities   |          |
| 1999 | Sterling   | Vactor | Jet Truck     | 2585  | 2588   | 3     | Collection System  |          |
| 2004 | John Deere | 7920   | Tractor       | 1432  | 1434   | 2     | Biosolids Disposal |          |
| 2004 | Case       | 621D   | Loader        | 2658  | 2664   | 6     | Operations         |          |
| 2023 | Polaris    | Ranger | Ops Utility   | 277   | 289    | 12    | Operations         |          |
| 2023 | Polaris    | Ranger | Maint Utility | 137   | 142    | 5     | Maintenance        |          |
| 2006 | JCB        | 531-70 | Telehandler   | 751   | 751    | 0     | Plant Activities   |          |

CITY OF REP LANSING KANSAS

City of Lansing 800 First Terrace Lansing, Kansas 66043

### City Administrator's Report June 17, 2025

Agenda Items:

Terrance Allen has applied for a seat on the Board of Zoning Appeals. His application is included in the City Council materials.

The City issued a request for proposals (RFP) for professional fireworks services for the City's annual Independence Day celebration. Only one proposal was received, from Victory Pyrotechnics. Victory Pyrotechnics has been the City's fireworks provider since 2019. The average cost over the previous three-year contract was \$23,771.42/year. Different payment options are included on Page 17 of the Council materials (page 8 of the proposal). The City selected Option 3 in 2023, which included a larger up-front cost, with over \$6,300 in savings over the life of the agreement.

The purchase of a different permitting system for the Community & Economic Development Department is on the agenda. This system is responsible for the building permits, planning cases, business licenses, citizen requests, code enforcement cases, etc. The City's contract with our current provider expires in January 2026. Staff received multiple quotes and feels the GovWell system is best suited for our needs.

An application for the RHID program for the Fairlane Townhomes project Phase II was received last week. This parcel was included in the original RHID paperwork submitted to the Department of Commerce. This project would be comparable to the Fairlane Townhomes Phase I project and would add 21 new market rate townhomes to Lansing. This project also received a Moderate-Income Housing Grant from the State of Kansas in partnership with the City. Approval of this resolution would call for a public hearing on August 7<sup>th</sup> to consider the establishment of the Fairlane Townhomes Phase II RHID.

A Fire Department Report, Library Report, and Fleet Report are included in the agenda materials.

### Library:

The Library and the Friends of the Library are working together on a new patio project that will provide a great outdoor space for programs, patrons, and staff. If all goes smoothly, the work could be complete by mid-summer. The estimated \$10,000 project is being funded through a combination of the Development Grant—made possible by the Library's recent regional accreditation—and support from the Friends of the Library 501c3, who are covering half the cost. The patio will give the Library more flexibility for things like story times, book clubs, and other library events.



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### Parks & Recreation:

A summary of the Parks & Recreation T-ball, baseball, and softball registrations are below.

| Division  | 2024             | 2025             |
|-----------|------------------|------------------|
| Tball     | 80               | 92               |
| 8U Boys   | 66               | 81               |
| 8U Girls  | 27               | 25               |
| 10U Boys  | 60               | 52               |
| 10U Girls | 26               | 27               |
| 12U Boys  | 35               | 33               |
| 12U Girls | 18               | 31               |
| 15U Boys  | 38               | 28               |
| 15U Girls | 30               | 32               |
| TOTAL     | 380 Participants | 401 Participants |

### **Public Works:**

J.M. Fahey, the contractor for this summer's Capital Improvement Plan, plans to begin work on curb replacement in early July, with asphalt work beginning shortly thereafter. The contractor should put out notifications in neighborhoods where they are working prior to the improvements. This year's budget for capital improvements totals \$822,000. This work was approved at the April 17<sup>th</sup> City Council meeting.

The traffic signal at K7/Mary Street began to malfunction on Tuesday, June 3<sup>rd</sup> in the midst of the thunderstorm and major rainfall. The signal was repaired and became functional again on Wednesday, June 11<sup>th</sup>. We suspect the signal may have been struck by lightning, and plan to submit to our insurance provider.

Staff is working with the property owner to repair a lingering drainage issue near Nine Mile Creek on Robin Road. We are hopeful to bid the repairs this August and have the contractor make the repairs this fall.

Staff is hoping to bid repairs for the bridge at Bernard Park. We have engineered plans for repairs and are hopeful we can bid the work later this summer, with repairs to occur in fall/winter to minimize the impact. We have a gravel secondary entrance to Bernard Park that was created during the park improvements of 2022-2023.

### Wastewater:

Construction on the Town Centre Trunk Sewer Replacement Project began on February 2<sup>nd</sup>. Approximately 800 linear feet of sewer line has been installed, and the project is gradually proceeding as they grind rock. This project was originally scheduled for 120 days.



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A preconstruction meeting for the Ida/Gamble sewer project was held on May 20<sup>th</sup>. A Notice to Proceed was issued for June 9<sup>th</sup>. Shop drawings are under staff review and manholes have been ordered. The existing pipe abandonment is scheduled to begin sometime during the week of June 16<sup>th</sup>. Construction will begin while school is on summer break, as Ida Street and Gamble Street will be temporarily closed. The project will relocate sewers near this intersection that are oversized for current flows to the new 7 Mile 36" interceptor.

Phase II of the Inflow/Infiltration study began in May, with crews from George Butler Associates (GBA) completing a manhole survey and evaluations. Ace Pipe Cleaning is currently in town cleaning and televising the sewers within the project area and should conclude by June 27<sup>th</sup>. Future work includes smoke testing and dyed water testing during the drier ground conditions. This work will generally take place north of Brookwood Street and south of the golf course.

### Year End Sales Tax Update:

The year-to-date sales tax updates are below.

|                                 | 2024 YTD    | 2025 YTD    | Difference         |
|---------------------------------|-------------|-------------|--------------------|
| Local Sales & Use Tax<br>(1.9%) | \$1,111,192 | \$1,262,631 | \$151,439, 13.63%  |
| County Sales Tax                | \$367,165   | \$389,590   | \$22,425, 6.11%    |
| County Use Tax                  | \$156,957   | \$177,957   | \$20,815, 13.26%   |
| Guest Tax                       | \$41,301    | \$29,921    | -\$11,381, -27.56% |

The total non-food sales tax rate in Lansing is broken down as follows:

6.5% State Sales Tax (varies on food)
1% Countywide Sales Tax
1% City General Sales Tax-General Fund
.45% DeSoto Road & Park Improvements (20 years)
.45% Aquatic Center (20 years)
9.4% TOTAL
1% Community Improvement Dist. (Mainstreet Chrysler Dodge Jeep Ram property only)

The special sales tax to pay for the Aquatic Center generated \$303,032 this year. The special sales tax to pay for DeSoto Road and Bernard Park Improvements also generated \$303,032 (both special sales taxes are for the same amount, .45%). At this rate, both special sales taxes would generate \$727,276 by the end of the year.

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### Meetings & Announcements:

The City is receiving opioid settlement money through the Kansas Attorney General's Office to treat and fight opioid addiction. Government agencies throughout Kansas will receive over \$340 million over the next 18 years to treat and fight opioid addiction. Lansing is on pace to receive over \$166,000 over the life of the opioid settlement. Thus far, the City is considering utilizing these funds to fund AEDs and mobile radios to assist our first responders in responding to overdoses. The City can also utilize funds to partner with agencies that fight the opioid crisis at its root cause, mental health/homelessness, etc.

There are multiple openings for Police Officer I/II. Starting pay for police officers is competitive, with abundant opportunities for overtime. Officers with experience, education, or certification can be started higher on the pay scale. Additionally, the City offers a \$3,000 sign-on bonus for new, uncertified police officers! The City also has seasonal Parks & Recreation Laborer positions available. Interested candidates can apply by clicking on the "How Do I?" tab under the website and selecting Job Opportunities.

A question was raised about annexing a property at a previous City Council meeting. If a parcel is in another municipality's jurisdiction, that parcel could not be annexed unless another municipality de-annexed it. There are examples of communities in Johnson County that have reconfigured boundaries when it benefits both municipalities; however, this would require consent of both municipalities.

- Tuesday, June 17
- Thursday, June 19
- Thursday, June 26
- Thursday, June 26
- Saturday, June 28
- Thursday, July 3
- Friday, July 4
- Wednesday, July 16
- Thursday, July 17
- Thursday, July 31

Sincerely,

Tim Vandall

- City Council Meeting, 7:00pm, City Hall
- Juneteenth Federal Holiday
  - Joint Session with Leavenworth Co. 6:00pm, City Hall
- City Council Budget Work Session, 7:00pm, City Hall
  - Independence Day Fireworks Celebration
- City Council Meeting, 7:00pm, City Hall
- Independence Day Holiday, City Offices Closed
- Planning Commission Meeting, 7:00pm, City Hall
- Flamming Commission Meeting, 7.00pm, City Har
- City Council Meeting, 7:00pm, City Hall
- City Council Work Session, 7:00pm, City Hall