

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

1. Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

2. Public Works Week Proclamation

NEW BUSINESS

3. Leavenworth County Humane Society
4. Engineering Services Contract – Ida/Gamble Street Sewer Relocation (City Project 2024-02)
5. Engineering Services Contract – Phase I Inflow and Infiltration Study (City Project 2024-03)
6. Ordinance No. 1109
7. Ordinance No. 1110
8. Ordinance No 1111
9. Ordinance No. 1112
10. Ordinance No. 1113
11. Ordinance No. 1114
12. Res B-6-2024 - A Resolution of Support
13. Executive Session - Economic Development

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

14. Library Update
15. Fleet Report
16. City Administrator Report

PROCLAMATIONS

OTHER ITEMS OF INTEREST

ADJOURNMENT

Regular meetings are held on the first and third Thursday of each month. For information on how to view prior meetings, please visit our website at <https://www.lansingks.org>. Any person wishing to address the City Council, simply proceed to the microphone in front of the dais after the agenda item has been introduced and wait to be recognized by the Mayor. When called upon, please begin by stating your name and address. A time designated "Audience Participation" is listed on the agenda for any matter that does not appear on this agenda. The Mayor will call for audience participation. Please be aware that the City Council and staff may not have had advance notice of your topic and that the City Council may not be able to provide a decision at the meeting. If you require any special assistance, please notify the City Clerk prior to the meeting.

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: May 8, 2024
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of May 2, 2024 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of May 2, 2024, as presented.

AGENDA ITEM # 1

CITY OF LANSING
CITY COUNCIL MEETING

REGULAR MEETING MINUTES
May 2, 2024

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 Marcus Majure
Ward 3: Jesse Garvey
Ward 4: Dan Clemons

Councilmembers Absent: Kerry Brungardt and Pete Robinson

OLD BUSINESS:

The Regular Meeting minutes of April 18, 2024, were provided for review.

Councilmember Kirby made a motion to approve the Regular Meeting Minutes of April 18, 2024, as presented. Councilmember Majure seconded the motion. No discussion took place.

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

Audience Participation:

Presentations:

Economic Development Week Proclamation

A proclamation in recognition of Economic Development Week on May 6th–10th, 2024.

Peace Officers’ Memorial Day and National Police Week Proclamation

A proclamation in recognition of Peace Officers’ Memorial Day on May 15th and National Police Week on May 12th–18th, 2024.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Ordinance No. 1105 – Amending Ordinance 1068

While updating the Code to reflect changes in hours of sale per HB 2137, a sentence was inadvertently left out. Under Section 6 of Ordinance 1068, the code amendment for Chapter 3, Article 3, Section 304 of the code of the City of Lansing is hereby amended to read as follows:

Sec. 3-304 Hours of sale. No person shall sell at retail any alcoholic liquor:

- A). On Sunday before 9:00 a.m. or after 8:00 p.m.
- B). On Easter Sunday, Thanksgiving Day, or Christmas Day; or
- C). Before 9:00 a.m. or after 11:00p.m. on any day when the sale is permitted. (K.S.A. 41-712)

Councilmember Majure made a motion to approve and adopt Ordinance No. 1105, An Ordinance amending Ordinance 1068 authorizing Sunday Sales of Alcoholic Liquor and Cereal Malt Beverages in the Original Package within the City of Lansing. Councilmember

Gardner seconded the motion. Councilmember Studnicka and City Clerk Tish Sims discussed if the ordinance would apply to wholesale liquor sales.

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

Ordinance No. 1106 – Amending Fees for Retail Sales of Alcoholic Liquor in Original Packaging

Ordinance #891 was approved establishing Business License fees for all Non- Home-Based Businesses. Prior to this fee, the cost for Liquor Licensing was at the State approved maximum of \$600. Once businesses were charged fees, according to K.S.A. 41-310 (k), the fee for a retailer’s license shall be \$500. While updating the Code to reflect the changes, the fee charged for liquor licensing was inadvertently left unchanged. Sections in Chapter 3, Article 3, Section 302 (e) have been amended to reflect the correction license fees charged.

Councilmember Garvey a motion to approve and adopt Ordinance No. 1106, An Ordinance amending License Fees Related to Retail Sales of Alcoholic Liquor in the Original Package within the City of Lansing. Councilmember Kirby seconded the motion. No discussion took place.

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

Ordinance No. 1107 – Amending Fees for Drinking Establishments and Private Clubs

State statutes do not allow the total amount of fees to exceed \$600; when fees include liquor licenses and business licenses. To amend the fees charged, by reducing this fee to \$500, when including the business license, the fee will not exceed \$600.

Councilmember Kirby made a motion to approve and adopt Ordinance No. 1107, An Ordinance Amending the Schedule of Fees Related to Licensing of Drinking Establishments and Private Clubs within the City of Lansing. Councilmember Studnicka seconded the motion. No discussion took place.

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

Ordinance No. 1108 – Amending Fees Related to Licensing of Transient Vendors

Ordinance No. 1108 amends the schedule of fees related to the licensing of transient vendors (solicitors/peddlers) in Lansing. Review, approval, and enforcement of transient vendors in Lansing has become more time consuming in recent years. Ordinance No. 1108 increases costs to offset some of the staff time associated with transient vendors. Sections in Chapter 5, Article 2, amends the licensing of Transient Vendors to include KBI Background Reports, the amount of time and fees to be charged.

Councilmember Clemons made a motion to approve and adopt Ordinance No. 1108, an Ordinance Amending the Schedule of Fees Related to Licensing of Transient Vendors within the City of Lansing. Councilmember Studnicka seconded the motion. The City Clerk, City Administrator, and councilmembers discussed the identification requirements for transient vendors.

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

REPORTS:

Department Heads: Community and Economic Development Director Joshua Gentzler provided an update regarding Code Enforcement over the last four months. The Code Enforcement Officer has a total of 199 opened cases and closed 153 with 46 cases currently open. Discussion continued regarding types of complaints, updates on the golf course, and proposed UDO changes.

City Attorney: Nothing to report.

City Administrator: The Police Chief and I had a good meeting with the Humane Society a couple days ago to work on the contract that was discussed at the work session a couple of months ago. An increase was discussed verbally. We did discuss \$42,000 a year. Right now, the city is paying \$21,000 or so between them and Leavenworth. Any changes would be brought to the council at a future meeting.

Discussion continued with the council regarding inflation and contacting the County Commissioners to ask other municipalities to put line items in their budget to assist.

The new apartments will break ground in a few weeks. The city recommended that work proceed after school has ended. Another productive meeting with Delaware Township on Monday night. In the preliminary work for the city budget, we are including 9 mils for the Fire Department. The meeting was very productive, and we're close to finalizing the contract. Chief Stackhouse was invited to meet with city staff and the mayor to discuss the budget. An explanation of how and where the 9 mils comes into play could be discussed in the summer issue of The Connection. At the last work session, there was discussion about potential areas where the city might be doing RHID. A future land use map was included in my report for the council to review.

Governing Body:

Councilmember Studnicka: I have received more phone calls in the last month about the golf course than I have received in the twenty years on the council. The citizens that back to the golf course are especially interested. Discussion continued with City Administrator Vandall regarding when the groundbreaking would be for Tractor Supply at Town Centre Dr.

Councilmember Gardner: Thank you to Community and Economic Development Director Gentzler and recognizing Economic Development week. Thank you to Police Chief Wayman in recognition of Law Enforcement Day and week, but we know that your department works 24/7 365 days a year.

Councilmember Kirby: I agree with what Councilmember Gardener said, and I wanted to add the fishing derby is Saturday. The Trinkle family has stepped up and donated prizes. Let's hope the weather allows for the fishing derby.

Councilmember Majure: When is the deadline for the joint proposal for the sidewalk grant?

City Administrator Vandall: The deadline for the grant is May 17. There has not been an update from the school regarding the letters of support from parents. The engineer’s initial estimate to install a sidewalk along 4-H and down 147th to create access to the high school was three million dollars. The grant would cover about 75% of that cost. It is the same program that funded the Angel Falls Trail. The city also applied for a grant from the Mid-America Regional Council to re-do 4-H Road to create a roundabout. The MARC grant would widen the roads, create gutters, and sidewalks. The council voted to apply the funds to the 4-H project during a previous work session.

Councilmember Majure: We need to get as many parents as we can to write letters supporting the sidewalk project compelling safety as the number one reason.

City Administrator Vandall: The State’s feedback from the previous grant application indicated letters from those impacted by the issue would be more beneficial.

Discussion continued between the council, mayor, and City Administrator Vandall about requesting community support letters on the city’s social media pages and in the weekly e-blast.

Councilmember Garvey: Ditto what everyone else said. Thanks to Community and Economic Development Director Gentzler and his team for everything you guys do. Thank you to the police officers. They really work hard. We appreciate everything they do to serve our city.

Councilmember Clemons: Like to echo what Councilmember Garvey and Gardner said. It may feel like a thankless job, but we do care and appreciate it.

ADJOURNMENT:

Councilmember Clemons made a motion to adjourn. Councilmember Kirby seconded the motion. No discussion took place.

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

The meeting was adjourned at 7:34 PM.

ATTEST:

City Clerk Tish Sims, CMC

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish, City Clerk
DATE: May 9, 2024
SUBJECT: National Public Works Week Proclamation

A proclamation in recognition of Public Works Week on May 19th – 25th, 2024.

Mike Spickelmier, Public Works Director will be in attendance to receive the proclamation.

Policy Consideration: N/A

Financial Consideration: N/A

Action: None

AGENDA ITEM # 2



National Public Works Week Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Kansas; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Lansing to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association be it now,

NOW, THEREFORE, I, Anthony R. McNeill, Mayor of the city of Lansing, Kansas, do hereby proclaim Lansing's full support in designating May 19-25, 2024, as

National Public Works Week

and I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

In Witness Thereof, I have hereunto set my hand this 2nd day of May, in the year Two Thousand Twenty-four.

City of Lansing

Anthony R. McNeill, Mayor

Tish Sims, CMC, City Clerk

AGENDA ITEM

TO: Mayor McNeill, Lansing City Council
FROM: Tim Vandall, City Administrator
DATE: May 10, 2024
SUBJECT: Leavenworth County Humane Society

The City Council heard a presentation and proposal from the Leavenworth County Humane Society at the March 28th work session. The proposal in March was to contract exclusively with LCHS for animal impound services for \$63,000. While the Council was supportive of LCHS, the feedback received was to continue working on the contract to find a number that was feasible for all parties.

Total costs for all impound services between LCHS and Leavenworth Animal Control totaled approximately \$21,000 in 2024. The City has been without an Animal Control Officer for three years due to the labor shortage and the part time nature of the position. Continuing to contract with LCHS for animal services alleviates some of the issues associated with having the Animal Control Officer vacancy. When staff met with representatives from LCHS, it was believed that \$42,000 was reasonable to keep them as a viable organization. The contract also includes language verifying they will accept animals from Lansing and reduced the original contract date from five years to three years.

Policy Consideration: N/A

Financial Consideration: This will increase total costs for animal control services from \$21,000 to \$42,000; however, some of the increase is offset by the long-term vacancy in the Animal Control Officer position.

Action: Approval of contract with Leavenworth County Humane Society.

AGENDA ITEM # 3

Contract for Animal Sheltering Services

This contract and Agreement, made this ___ day of ___, 2024 , by and between the City of Lansing, KS, hereinafter called “the City,” and Leavenworth County Humane Society, Inc. (LCHS, Inc.) or its successors, executors, administrators, assignees, hereinafter called “the Contractor” (collectively, “The Parties”).

The Parties agree as follows:

I. Contract Documents

The following contract requirements are hereby agreed to by the Parties. Where there is conflict between the requirements of State and City law, and the requirements set forth below, the law shall take precedence and govern.

II. Contractor Work Requirements

It is agreed that the service to be performed under this contract is to provide pet animal sheltering services (as herein defined).

The Contractor agrees that all pet animal sheltering services performed for the City shall be performed in full compliance with applicable Federal and State laws, regulations and guidelines for such services.

All records, reports, and documents relating to this contract shall be maintained by the Contractor for a period of three (3) years following termination of the contract.

The Contractor agrees to provide the following pet animal sheltering services:

1. The Contractor agrees to operate and maintain the shelter facility in accordance with the Kansas Department of Agriculture, Division of Animal Health regulations and the Kansas Pet Animal Act or their successors.

2. The Contractor shall impound pet animals apprehended in the City's jurisdiction by animal control officers or other employees of the City in accordance with laws or regulations of the State of Kansas. Pet animals apprehended by citizens in the City's jurisdiction shall be signed in to the shelter by an employee of the Lansing Police Department. The contractor verifies and gives assurance to City that all animals, unless dangerous animals or feral cats, shall be impounded.

3. The Contractor shall provide unobstructed access to impound areas to appropriate City employees through a controlled entry system. Designated employees of the City shall maintain control of their access and not share with any other persons without the express written permission of the Contractor.

4. The Contractor shall accept owner surrendered pets from within the City's jurisdiction on a space available basis. Owner surrendered pets become the property of the Contractor on the day of intake.

5. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to pet animals housed at the shelter as required by the Kansas Pet Animal Act and implementing Kansas Department of Agriculture regulations.

6. The Contractor shall provide a system for monitoring medical and other information on each sheltered pet animal.

7. The Contractor shall provide a notification list to the City for emergency contact of shelter management outside regular business hours.

8. The Contractor shall maintain all necessary records and reports of pet animals held at the shelter as required by the Kansas Pet Animal Act and associated regulations.

9. If the owner of a pet animal is located, the Contractor shall make reasonable effort to notify the owner within 24 hours of the animal's transfer to the Contractor. Animals will be released during regular business hours to the owner upon proof of payment of any licensing / impound / fines assessed by the City and any veterinary services provided by LCHS, Inc..

10. For purposes of this contract, "pet animals" shall exclude cats that, based on their behavior, are judged by the Contractor to be free-roaming or feral. These cats should be sterilized, vaccinated, and returned to their outdoor homes.

11. Veterinary treatment necessary for the care of pet animals for which the Contractor provides sheltering services and the overall health of the facility population will be provided based on assessment by the Contractor.

12. The Contractor shall be responsible for arranging the humane euthanasia of pet animals in its care using means approved by the State Veterinarian if euthanasia is required for reasons of public safety and welfare, or when a pet is judged by the Contractor to be irremediably ill or injured and suffering. The City shall reimburse the Contractor for euthanasia costs not to exceed \$150 per pet.

13. The Contractor shall maintain adequate supplies for the performance of its obligations under this contract.

14. The Contractor shall provide a general liability and property damage policy of \$500,000 per person per occurrence, as well as any other insurance required for operation.

15. The City shall appoint an individual representing the City's animal control authority to serve as liaison with the Contractor's Director to review all matters related to this contract. At least once per quarter, the Contractor's Director and the City animal

control authority shall confer to carry out the Contractor work requirements as defined herein. Contact may be in person, by phone, or by e-mail.

16. The Contractor shall be responsible for the enforcement of 10-day period of quarantine for any pet animal which has bitten a person, as directed by the Kansas Department of Health and Environment.
17. The City shall reimburse Contractor for veterinary care necessary to sustain life or relieve suffering during an impound period.
18. The Contractor shall, upon request, furnish information in its possession about impounded animals and shall cooperate with law enforcement in the enforcement of laws prohibiting cruelty and / or neglect.
19. Ownership of impounded animals transfers to the Contractor upon the 4th business day of impound. Until that point, the animal is assumed to be the property of the City.
20. For purposes of this contract, "pet animals" shall exclude cats who based on their behavior are determined by the Contractor to be free-roaming or feral. These cats should be sterilized, vaccinated, and returned to their outdoor homes.
21. The Contractor shall maintain adequate supplies for the performance of its obligations under this contract.
22. The Contractor shall provide a general liability and property damage policy of \$500,000 per person per occurrence, which names the City as additional insured, as well as any other insurance required for operation.

23. The City shall appoint an individual to serve as liaison with the Contractor's Director for the purpose of reviewing all matters related to his contract. This person shall be a person designated as the City's Animal Control Authority. At least once per quarter, the Director and the City's Animal Control Authority shall be in contact to carry out these duties.
24. The City shall waive City controlled utility payments in support of the contracted operations.

III. Period for Contract Performance

The term of this contract is from July 1, 2024 through July 1, 2027. This contract supersedes any and all prior contracts for animal control services between the Parties. Either the City or the Contractor may request to negotiate any provision of this Agreement by written notice to the other party at any time during the term of this contract.

Execution and continuation of this Agreement is contingent upon annual appropriation of funds by the City's Governing Body in an amount sufficient to allow performance in accordance with the terms and conditions of the Agreement. The City shall, upon determining that sufficient funds are not available to continue full and faithful performance of the Agreement, provide prompt written notice to the Contractor of such event, and effective thirty (30) days after giving such notice or upon the expiration of the period of time for which funds were appropriated, whichever comes first. The Parties shall thereafter be released of further obligations in any way related to the Agreement.

IV. Contract Cost

The fixed price for intake and impound shall be firm for the term of the contract, and shall be \$42,000.00 per year, payable in twelve \$3,500 monthly installments. Annual

increase during the period of the contract shall not exceed the rate of estimated population increase of the jurisdiction or 5% per year whichever is greater.

The parties reserve the right to negotiate mutually agreed rates for other future specified services which shall be considered as a change order to the contract. Any change orders shall be in writing and incorporated into this agreement by reference.

V. Personnel Authorized to Represent the Parties

City – Lansing Chief of Police, or his/her designee

Contractor - Executive Director or his/her designee

VI. Tax requirements

By executing this contract, the Contractor agrees to comply with the laws, regulations and rulings of the United States Internal Revenue Service related to filing requirements, including IRS Form 1099.

VII. Payment Terms

The City shall pay the Contractor within 15 days of monthly invoice.

VIII. Termination and Default

Upon mutual agreement, the City or Contractor may terminate this contract by providing 90 calendar days written notice to the other party. The Contractor shall be paid for its work performed up to the date of termination under the contract.

No rights or obligations under this Agreement shall be assigned or otherwise transferred without prior written consent of the City. This Agreement is binding upon and fully enforceable against successors and assigns, whether consented to or not.

VIII. Indemnification, Limitation of Liability and Notice

The Contractor shall be responsible for, shall defend against, and shall indemnify and hold the City harmless against any and all suits, claims, demands, losses or actions made against the City based upon, arising from, or incident to the provision of services by the Contractor under this Agreement, unless the claim arises from the City's negligence, gross negligence or willful misconduct. This indemnification does not include indemnification for claims against the City based upon the alleged unconstitutionality or invalidity of any provision of the state or city codes pursuant to which the Contractor acts.

IX. Warranties

Each party to this contract warrants the following:

- A. This contract constitutes a valid, binding and enforceable agreement of the Party;
- B. The execution of this contract and the performance of its obligations are within the Parties' powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another entity not a party to this contract; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this contract.
- D. The parties agree that the failure of any of the above representations and warranties to be true during the term of this contract shall constitute material breach and the non-breaching party shall have the right, upon notice to the breaching party to immediately terminate the contract. All amounts outstanding hereunder shall be immediately due and payable upon termination. Court costs and other costs and expenses, including

reasonable attorney's fees incurred in collection of any amounts due hereunder, may also be recovered by the non-breaching party.

X. Severability

Should any provision of this contract be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this contract had been executed with the invalid provisions eliminated and it is hereby declared the intention of the Parties that they would have executed the other provisions of this contract without including therein such provisions which may for any reason be hereafter declared invalid.

XI. Non-waiver

The failure of the Contractor or the City to exercise any right, power or option arising under this contract or to insist upon strict compliance with the terms of this contract shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the City of their rights at any time thereafter to require exact and strict compliance with all the terms hereof.

XII. Survivability of Payment Obligations, Rights and Remedies

Provided the Contractor has not defaulted in the performance of its obligations under this contract, the obligation of the City or its participating departments to make payments as herein set forth shall continue until fully performed. Any rights and remedies the City or the Contractor may have with respect to each other arising out of either party's performance of services or obligations hereunder shall survive the expiration or termination of this contract.

XIII. Relation to the City


In performing services under this agreement, the Contractor shall be an independent contractor for the City, and neither the Contractor nor its employees / volunteers shall under any circumstances be considered employees, servants or agents of the City.

XV. Signatories

Crystal Swann Blackdeer, Executive Director, LCHS, Inc.

Anthony R. McNeill, Mayor, City of Lansing, Kansas

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Anthony J. Zell, Jr., Wastewater Utility Director 
DATE: May 10, 2024
SUBJECT: Engineering Services Contract – Ida/Gamble Street Sewer Relocation (City Project 2024-02)

Staff briefed the city council on this project during the April work session. This project will reroute sewers from the 43-year-old 21” interceptor to the new 36” interceptor that was installed as part of the 7 Mile Creek Action Plan. This rerouting is necessary to maintain the proper velocity in the sewer system since only 65 homes and 3 duplexes flow into the large line. This lack of flow contributed to the sewer overflow in the summer of 2023, and has necessitated routine cleaning/debris removal on 90-day intervals, at a cost of \$4,000 per occurrence.

Staff have met with and negotiated a scope and fee for the design of this project and anticipates it will be bid in conjunction with the Town Centre project (scheduled for September 2024). A copy of the scope documents is included with the agenda packet.

Policy Consideration: The City’s purchasing policy Section 4.4.1 allows the City Administrator to waive the selection process for consulting engineers who have worked on projects of similar nature within the previous 18 months.

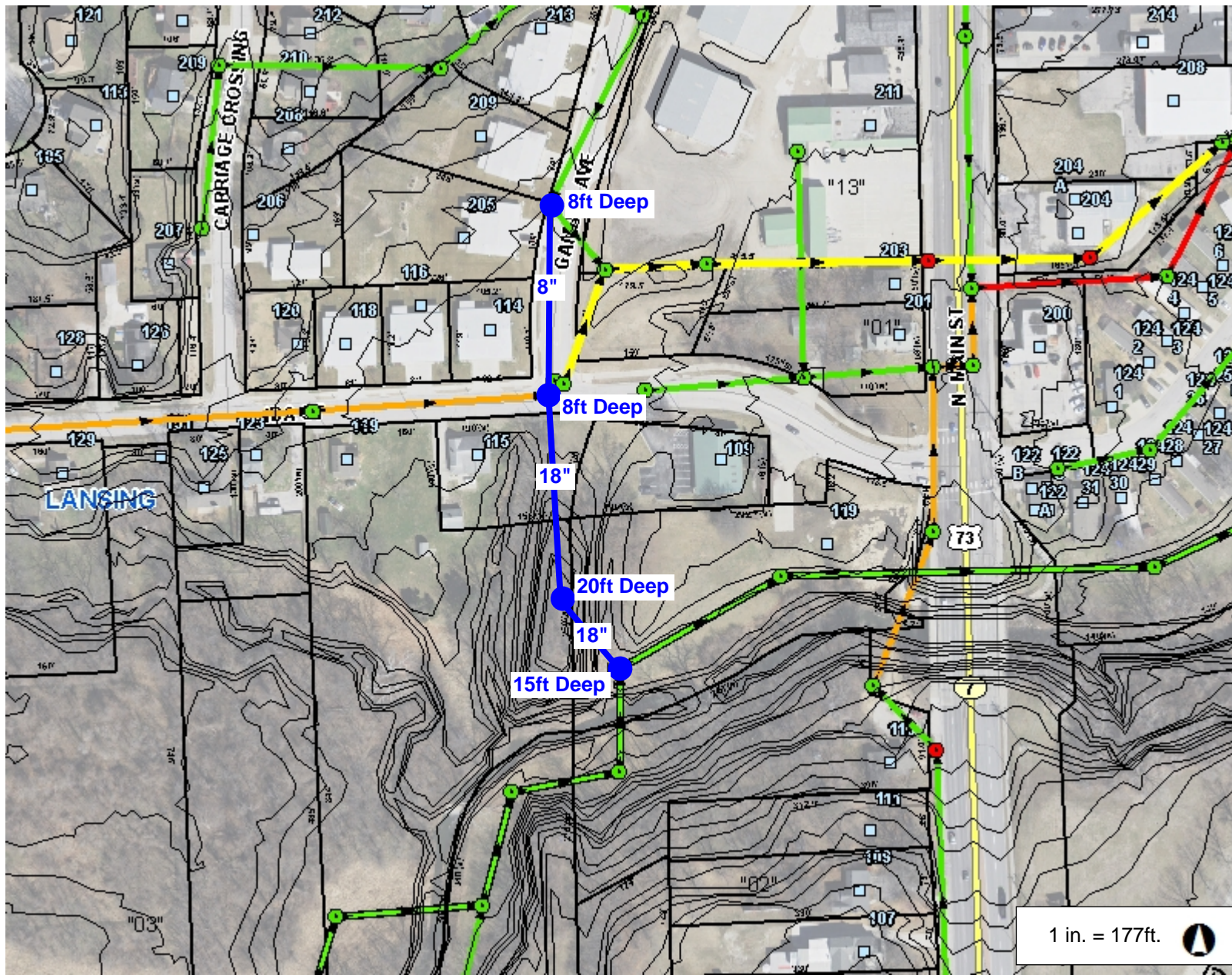
Financial Consideration: Funds are available in the 2024 base budget, line account for engineering services, 50-050-41120.

Recommended Action: A motion to approve the scope and fee from GBA for design services of City Project 2024-02, in the amount of \$91,265.00 (base fee of \$86,919.00 plus a contingency of 5%).

AGENDA ITEM # 4

Lansing, KS

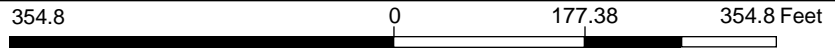
Agenda Item 4.



Legend

- Two Ft Contour
- Manhole
 - Not Verified
 - Verified
 - Verified/Buried
- Gravity Main by Size
 - <all other values>
 - 6"
 - 8"
 - 10"
 - 12"
 - 15"
 - 18"
 - 21"
 - 24"
 - 36"
 - 54"
- Major Road
 - <all other values>
 - 70
- Road
 - <all other values>
 - PRIVATE
- + Railroad
- Address Point
- Parcel

1 in. = 177ft.



This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF LANSING, KANSAS

AND

GEORGE BUTLER ASSOCIATES, INC.

ARTICLES OF AGREEMENT

This AGREEMENT made as of ___ day of _____ 2024 between the City of Lansing, Kansas, (hereinafter called the "CITY") and George Butler Associates, Inc., (hereinafter called the "ENGINEER").

WITNESSETH:

WHEREAS, the CITY is in need of professional assistance for Engineering Design Services for Ida Street Sewer Improvements; and

WHEREAS, the CITY is authorized and empowered to contract with the ENGINEER to provide professional services as hereinafter described; and

WHEREAS, the ENGINEER, a Kansas Corporation with offices at 9801 Renner Boulevard, Lenexa, Kansas, is registered in accordance with the laws of the State of Kansas and is qualified to provide the professional services desired by the CITY; and

NOW THEREFORE, the CITY and the ENGINEER, in consideration of the promises and covenants made herein, the parties agree as follows:

IT IS AGREED THAT:

SECTION I - PROJECT

The CITY has selected and hereby employs the ENGINEER to perform Engineering Design Services for Ida Street Sewer Extension, hereinafter referred to as the Project.

SECTION II - SCOPE OF SERVICES

A. BASIC SERVICES

Upon execution of this Agreement by the CITY, the ENGINEER shall provide the following professional services listed in Attachment A - Scope of Services.

B. ADDITIONAL SERVICES

The following additional services shall be furnished by the ENGINEER upon receipt of a

Supplemental Agreement from the CITY:

1. Services resulting from significant changes in the general scope of the Project or its design including but not limited to changes in size, complexity, CITY'S schedule, or character of construction; and revising studies, reports, design documents, or contract documents previously approved by CITY, including preparation of change orders during the construction phase of the Project.
2. Time spent in preparing for and attending public hearings at the request of CITY.
3. Services after completion of the construction phase such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in the Project; or observation of the Project after the end of the contractor's maintenance or guarantee period.
4. Preparing to serve or serving as a Consultant or Witness for CITY in any litigation or other legal or administrative proceeding involving the Project.
5. Those services not normally provided by the ENGINEER, but essential to the successful completion of the Project, will be subcontracted by the ENGINEER to sub-consultants who will be selected by the ENGINEER. Services to be provided by sub-consultants will include survey and easement preparation, soils and materials testing required for the preparation of any design reports, for construction period testing, and other services not included in Section II.A, Basic Services which are considered essential to the successful completion of the project by both the CITY and the ENGINEER.

SECTION III - RESPONSIBILITIES OF CITY

The CITY shall provide information and assistance as follows:

A. CITY REPRESENTATIVE

The CITY shall designate a representative authorized to act on the CITY'S behalf with respect to the Project. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ENGINEER in order to avoid delay in the orderly and sequential progress of the ENGINEER'S services. The ENGINEER shall interpret all requests for Additional Services by the CITY'S representative to have the full approval of the governing body of the CITY.

B. AUTHORIZATION

1. The CITY shall furnish approval, consents, and letters of authority as may be necessary for performing the services required under this Agreement in a timely manner.
2. Furnish to the ENGINEER a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement.

C. INFORMATION

The CITY shall provide to the ENGINEER:

1. All available reports, plans, specifications, background information, and other data pertinent to the services required under this Agreement; all of which ENGINEER may rely upon on the accuracy and completeness of the information so furnished in performing services hereunder.
2. All requirements for the Project, including project objectives and constraints, capacity and performance requirements, and budgetary limitations.
3. A list, including names, addresses, and phone numbers (if available), of all affected property owners along the project corridor.
4. The ENGINEER shall be entitled to rely on the accuracy and completeness of the information so furnished.

D. ACCESS TO SITE

The CITY shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required by ENGINEER to perform services covered by this Agreement.

E. LEGAL DESCRIPTIONS

The CITY shall be responsible for obtaining all necessary easements and right-of-way for proposed improvements. If required in Section II Scope of Services ENGINEER will provide property legal description and exhibit. CITY shall provide the easement form.

F. CITY KNOWLEDGE OR CIRCUMSTANCES

1. The CITY shall give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents.
2. The CITY shall give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER services.
3. The ENGINEER shall not be responsible for delays in the Project, or in the services hereunder, when delays are caused by the CITY, its agents, employees or contractors, or other causes beyond the reasonable control of ENGINEER.

G. MISCELLANEOUS

1. The CITY shall obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for examination and rendering of decisions pertaining to documents presented by the ENGINEER within a

reasonable time so as not to delay the services of the ENGINEER.

- 2. If requested by the ENGINEER, the CITY shall furnish evidence that financial arrangements have been made to fulfill the CITY'S obligations under this Agreement.
- 3. The CITY shall provide and pay for the cost of any mutually agreed upon subconsultants, testing, or laboratory services identified in the Scope of Services, Section II.
- 4. The CITY shall obtain bids or proposals from Contractor(s).
- 5. The CITY shall pay for all filing fees, application fees and permits from all governmental authorities having jurisdiction over the Project, and from others as may be necessary for completion of the Project.
- 6. The ENGINEER shall have no obligation to CITY to execute any agreement or document subsequent to the signing of this agreement, (whether lender consent, certification or otherwise), which in the sole judgment of the ENGINEER may increase risk, modify its obligation under this agreement, require performance by the ENGINEER to any person or entity not a party to this agreement or adversely affect the availability or costs of its professional or general liability insurance.

SECTION IV - COMPENSATION

A. COMPENSATION

The CITY shall compensate the ENGINEER for services rendered and expenses incurred as described in this Agreement a maximum of \$86,919.00. The maximum compensation shall not be exceeded without further authorization by Supplemental Agreement as approved by the CITY.

Compensation to the ENGINEER by the CITY shall be based on actual hours worked plus direct expenses in accordance with the Standard Hourly Chargeout Rates schedule as shown in Attachment B.

It is hereby agreed that said Attachment B is subject to adjustment on July 1st of each year by the ENGINEER to reflect increase in salaries and overhead costs.

B. BASIS OF PAYMENT

Payments to the ENGINEER shall be made monthly upon receipt of an invoice to be submitted to the CITY). Invoices shall be accompanied by an appropriate breakdown consistent with Paragraph A - Compensation. The CITY shall make payment to the ENGINEER within 30 days following the date of each invoice.

C. ADDITIONAL SERVICES

Additional Services rendered shall be provided as stipulated in the Supplemental Agreement for such additional services.

SECTION V - TERMINATION

- A. The CITY may terminate this Agreement at any time with or without cause upon giving the ENGINEER 14 calendar days prior written notice. The ENGINEER may terminate this Agreement upon giving the CITY 14 calendar days prior written notice for any of the following reasons:
 - 1. Breach by the CITY of any material term of this Agreement, including, but not limited to, payment terms.
 - 2. Transfer of ownership of the Project by the CITY to any other persons or entities not a party to this Agreement without the prior written agreement of the ENGINEER.
 - 3. Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any Additional Services required because of such changes.
- B. The CITY shall within 30 calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.
- C. The CITY shall reimburse the ENGINEER for all expenses reasonably incurred by the ENGINEER in connection with termination of this Agreement, including but not limited to demobilization, reassignment of personnel, and space and equipment costs.

SECTION VI – TIME OF SERVICE

- A. This agreement shall remain in effect through December 31, 2024.
- B. Extension of this time of service may be granted in writing to the ENGINEER by the OWNER’S representative.

SECTION VII - MISCELLANEOUS

And, finally, it is agreed that:

- A. Before the initiation of performance under this Agreement, ENGINEER shall file with the CITY certificates of insurance, acceptable to the CITY, verifying coverages and identifying the CITY’S commissions and employees as additional insured as pertains to the Agreement. The additional insured clause shall not apply to the ENGINEER’S Professional Liability or Worker’s Compensation policies. This inclusion shall not make the CITY a partner or joint venture with ENGINEER in its operations hereunder. The CITY, its' officers, commissions, and employees, shall be named as additional insured as respects: Liability arising out of acts performed by or on behalf of the ENGINEER; products and completed operations of the ENGINEER; premises owned, leased or used by the ENGINEER; or automobiles, leased, hired or borrowed by the ENGINEER.

A certificate of Insurance is not required if the ENGINEER has on file with the CITY’S Risk Manager a Certificate evidencing that current coverage is in force and evidence of subsequent coverage renewals is provided annually.

In the event of an occurrence, it is further agreed that any insurance maintained by the CITY, its officers, commissions, and employees shall apply in excess of and not contribute with insurance provided by policies named in this Agreement.

This insurance shall include the specific coverages and be written for not less than the limits of liability as specified below or required by law, whichever is greater.

Professional Liability

\$2,000,000 per occurrence and as an annual aggregate.

The ENGINEER shall maintain the full limit or coverage as stated above for a minimum of one year after substantial completion of the Project to the best of his ability.

Commercial General Liability

This insurance shall be written in comprehensive form and shall protect CITY against all claims arising from injuries to persons, other than its' employees, or damage to property of the CITY, or others, arising out of any negligent act, error, or omission of ENGINEER or his employees, or subcontractors.

The Liability limits shall be not less than:

\$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage.

Policy will include:

1. Premises and Operations
2. Broad Form Contractual
3. Personal Injury with Employee Exclusion Deleted
4. Products/Completed Operations
5. Broad Form Property Damage

The insurance shall name the City of Lansing, Kansas as an additional insured.

Automobile Liability

This insurance shall be written in comprehensive form and shall protect ENGINEER against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the sites of the CITY of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be not less than:

\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

authority with proper jurisdiction, or if it is reasonably necessary for the ENGINEER in the defense of any suit or claim.

- D. To the fullest extent permitted by law, the ENGINEER shall be required to indemnify, defend, and hold harmless the City of Lansing, Kansas, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there-from, but only when caused in whole or in part by negligent acts or omissions of the ENGINEER. The ENGINEER shall not be responsible for indemnifying the City, or its agents and employees for such agent's and employee's sole negligence.

The CITY agrees, to the fullest extent permitted by law, to release and hold the ENGINEER harmless from any loss, damage, or cost (including reasonable attorneys' fees) to the extent caused by the CITY'S negligent acts, errors or omissions and those of the contractors, subcontractors or employees of the CITY.

- E. The following limitations of responsibility shall apply to the ENGINEER for services provided:
1. The ENGINEER shall not be held responsible for the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, or any programs incidental thereto, which shall remain the sole responsibility of the contractor.
 2. The ENGINEER shall not be responsible for the contractor's failure to perform the work in accordance with the contract documents.
 3. The ENGINEER shall not be held responsible for acts or omissions of the contractor, any subcontractor or their agents or their employees or any other persons performing any of the construction work.

The contractor is the person, firm, or corporation with whom the CITY has entered into an Agreement to construct this Project.

- F. In an effort to resolve any disputes that arise during the design or construction of the Project or following the completion of the Project, the CITY and the ENGINEER agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify in detail the facts of the dispute. The matter shall be submitted to a Mediator who shall hear the matter and provide an informal opinion and advice. Said informal opinion and advice shall be nonbinding on the parties but shall be intended to help resolve the dispute. The Mediator and the location where the mediation is held will be mutually agreeable between the parties. The Mediator's fees shall be shared equally by the parties.

The CITY and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to

require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

- G. The CITY shall promptly report to the ENGINEER any defects or suspected defects in the ENGINEER's services of which the CITY becomes aware, so that the ENGINEER can take measures to minimize the consequences of such a defect. The CITY further agrees to impose a similar notification requirement on all contractors in its CITY/CONTRACTOR contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the CITY and the CITY's contractors or subcontractors to notify the ENGINEER shall relieve the ENGINEER of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- H. Except as provided herein, services hereunder shall be carried to completion without undue interruption. Subject to acquisition of essential data from the CITY, the services hereunder shall be scheduled with subsequent authorizations and commissions from other clients of the ENGINEER.
- I. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas and in the Jurisdiction of Leavenworth County if applicable.
- J. Since the ENGINEER has no control over the cost of labor, material or equipment, or over contractor's methods of determining prices, or over competitive bidding or market conditions, the opinions of probable construction cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by the ENGINEER. If CITY desires more accurate information on Project cost, it shall retain the services of a professional construction estimator.
- K. ENGINEER shall perform its services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of the ENGINEER'S profession.
- L. Title VI Compliance Statement:
The City of Lansing assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low-income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Lansing further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

IN WITNESS WHEREOF, **CITY OF LANSING, KANSAS** and **GEORGE BUTLER ASSOCIATES, INC.**, by their authorized representatives, have hereunto subscribed their names this _____ day of _____, 2024. Executed in duplicate with copies to the CITY and ENGINEER.


CITY OF LANSING, KANSAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____
Timothy Vandall
City Administrator

By: Gary S. Beck
Gary S. Beck, PE
Vice President

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Anthony J. Zell, Jr., Wastewater Utility Director 
DATE: May 10, 2024
SUBJECT: Engineering Services – Phase I Inflow and Infiltration Study (City Project 2024-03)

Staff briefed the city council on this project during the April work session. This project will begin in the old Town of Progress, south of the prison and east of K7 highway. This sub-basin has shown to be one of the “leakiest” and should be addressed first. Future studies will allow for the same scope of work in other sub-basins over the next few years.

The scope of the work includes multiple investigative techniques, to include:

- CCTV of sewer lines and professional evaluation and recommendations for repair/rehabilitation/replacement.
- Smoke testing of all city sewers and documentation of findings,
- Surface level manhole inspections with 360-degree video and still images,
- Dyed water testing of a portion of the manholes based on the findings of the internal manhole inspections,
- Compile reports, recommendations, and cost estimates for the proposed remedies.

Staff have met with and negotiated a scope and fee for the requested work. A copy of the scope documents and a proposed schedule are included with the agenda packet.

Policy Consideration: The City’s purchasing policy Section 4.4.1 allows the City Administrator to waive the selection process for consulting engineers who have worked on projects of a similar nature within the previous 18 months.

Financial Consideration: Funds are available in the 2024 base budget, line account for collection system maintenance, 50-050-41154.

Recommended Action: A motion to approve the scope and fee from GBA for professional engineering services for City Project 2024-03, in the amount of \$132,253.00 (base fee of \$125,955.00 plus a contingency of 5%).





AGENDA ITEM # 5



SCHEDULE

2024 Inflow and Infiltration Reduction Program

Task No.	Work Task	July-24	August-24	September-24	October-24	November-24
TASK SERIES 100 - Project Management and Administration						
1.1	Kickoff Meeting	Planned				
1.2	Progress Meetings		Planned	Planned		
1.3	Monthly Invoice and Progress Report		Planned	Planned	Planned	Planned
1.4	Project Management and Administration	Planned	Planned	Planned	Planned	Planned
TASK SERIES 200 - Field Investigations						
2.1	Simple Manhole Inspections		Planned			
2.2	Internal Manhole Condition Assessment		Planned			
2.3	CCTV Inspections		Planned	Planned		
2.4	Smoke Testing			Planned		
2.5	Dyed Water Testing			Planned		
TASK SERIES 300 - GIS Database Preparation and Data Entry						
3.1	Develop GIS Database and Shapefiles		Planned	Planned		
3.2	Transfer GIS Databases and Shapefiles to City and Review Meeting			Planned		
TASK SERIES 400 - Data Analysis and Recommendations						
4.1	Inflow and Infiltration Evaluation			Planned	Planned	
4.2	Manhole Inspection and CCTV Data Analysis			Planned	Planned	
4.3	Develop Draft Report and Submit				Planned	
4.4	Draft Report Review Meeting					Planned
4.5	Develop Final Report and Submit					Planned
4.6	Present Findings to Council					Planned

-  Planned schedule
-  Actual schedule
-  Planned major deliverable submittal date
-  Actual major deliverable submittal date

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF LANSING, KANSAS

AND

GEORGE BUTLER ASSOCIATES, INC.

ARTICLES OF AGREEMENT

This AGREEMENT made as of ___ day of _____ 2024 between the City of Lansing, Kansas, (hereinafter called the "CITY") and George Butler Associates, Inc., (hereinafter called the "ENGINEER").

WITNESSETH:

WHEREAS, the CITY is in need of professional assistance for Engineering Design Services for Inflow and Infiltration Reduction Program; and

WHEREAS, the CITY is authorized and empowered to contract with the ENGINEER to provide professional services as hereinafter described; and

WHEREAS, the ENGINEER, a Kansas Corporation with offices at 9801 Renner Boulevard, Lenexa, Kansas, is registered in accordance with the laws of the State of Kansas and is qualified to provide the professional services desired by the CITY; and

NOW THEREFORE, the CITY and the ENGINEER, in consideration of the promises and covenants made herein, the parties agree as follows:

IT IS AGREED THAT:

SECTION I - PROJECT

The CITY has selected and hereby employs the ENGINEER to perform Engineering Design Services for the 2024 Inflow and Infiltration Reduction Program, hereinafter referred to as the Project.

SECTION II - SCOPE OF SERVICES

A. BASIC SERVICES

Upon execution of this Agreement by the CITY, the ENGINEER shall provide the following professional services listed in Attachment A - Scope of Services. The scope of services will be for I&I investigations, analysis, and reporting generally described in the scope of services.

B. ADDITIONAL SERVICES

The following additional services shall be furnished by the ENGINEER upon receipt of a Supplemental Agreement from the CITY:

1. Services resulting from significant changes in the general scope of the Project or its design including but not limited to changes in size, complexity, CITY'S schedule, or character of construction; and revising studies, reports, design documents, or contract documents previously approved by CITY.
2. Time spent in preparing for and attending public hearings at the request of CITY beyond those included in this scope of services.
3. Preparing to serve or serving as a Consultant or Witness for CITY in any litigation or other legal or administrative proceeding involving the Project.

SECTION III - RESPONSIBILITIES OF CITY

The CITY shall provide information and assistance as follows:

A. CITY REPRESENTATIVE

The CITY shall designate a representative authorized to act on the CITY'S behalf with respect to the Project. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ENGINEER in order to avoid delay in the orderly and sequential progress of the ENGINEER'S services. The ENGINEER shall interpret all requests for Additional Services by the CITY'S representative to have the full approval of the governing body of the CITY.

B. AUTHORIZATION

1. The CITY shall furnish approval, consents, and letters of authority as may be necessary for performing the services required under this Agreement in a timely manner.
2. The CITY shall furnish to the ENGINEER a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement.

C. INFORMATION

The CITY shall provide to the ENGINEER:

1. Available reports, plans, specifications, background information, and other data pertinent to the services required under this Agreement; all of which ENGINEER may rely upon on the accuracy and completeness of the information so furnished in performing services hereunder.
2. All requirements for the Project, including project objectives and constraints, capacity and performance requirements, and budgetary limitations.

3. The ENGINEER shall be entitled to rely on the accuracy and completeness of the information so furnished.

D. ACCESS TO SITE

The CITY shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required by ENGINEER to perform services covered by this Agreement.

E. CITY KNOWLEDGE OR CIRCUMSTANCES

1. The CITY shall give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents.
2. The CITY shall give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER services.
3. The ENGINEER shall not be responsible for delays in the Project, or in the services hereunder, when delays are caused by the CITY, its agents, employees or contractors, or other causes beyond the reasonable control of ENGINEER.

F. MISCELLANEOUS

1. The CITY shall obtain advice of an attorney, insurance counselor, and other consultants as CITY deems appropriate for examination and rendering of decisions pertaining to documents presented by the ENGINEER within a reasonable time so as not to delay the services of the ENGINEER.
2. If requested by the ENGINEER, the CITY shall furnish evidence that financial arrangements have been made to fulfill the CITY'S obligations under this Agreement.
3. The ENGINEER shall have no obligation to CITY to execute any agreement or document subsequent to the signing of this agreement, (whether lender consent, certification or otherwise), which in the sole judgment of the ENGINEER may increase risk, modify its obligation under this agreement, require performance by the ENGINEER to any person or entity not a party to this agreement or adversely affect the availability or costs of its professional or general liability insurance.

SECTION IV - COMPENSATION

A. COMPENSATION

The CITY shall compensate the ENGINEER for services rendered and expenses incurred as described in this Agreement a maximum of \$125,955.00. The maximum compensation shall not be exceeded without further authorization by Supplemental Agreement as approved by the CITY.

Compensation to the ENGINEER by the CITY shall be based on actual hours worked plus direct expenses in accordance with the Standard Hourly Chargeout Rates schedule as shown in Attachment B.

It is hereby agreed that said Attachment B is subject to adjustment by the ENGINEER to reflect increase in salaries and overhead costs.

B. BASIS OF PAYMENT

Payments to the ENGINEER shall be made monthly upon receipt of an invoice to be submitted to the CITY. Invoices shall be accompanied by an appropriate breakdown consistent with Paragraph A - Compensation. The CITY shall make payment to the ENGINEER within 30 days following the date of each invoice.

C. ADDITIONAL SERVICES

Additional Services rendered shall be provided as stipulated in the Supplemental Agreement for such additional services.

SECTION V - TERMINATION

A. The CITY may terminate this Agreement at any time with or without cause upon giving the ENGINEER 14 calendar days prior written notice. The ENGINEER may terminate this Agreement upon giving the CITY 14 calendar days prior written notice for any of the following reasons:

1. Breach by the CITY of any material term of this Agreement, including, but not limited to, payment terms.
2. Transfer of ownership of the Project by the CITY to any other persons or entities not a party to this Agreement without the prior written agreement of the ENGINEER.
3. Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any Additional Services required because of such changes.

B. The CITY shall within 30 calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

C. The CITY shall reimburse the ENGINEER for all expenses reasonably incurred by the ENGINEER in connection with termination of this Agreement, including but not limited to demobilization, reassignment of personnel, and space and equipment costs.

SECTION VI – TIME OF SERVICE

A. This agreement shall remain in effect through December 31, 2024.

B. Extension of this time of service may be granted in writing to the ENGINEER by the OWNER’S representative.

SECTION VII - MISCELLANEOUS

And, finally, it is agreed that:

- A. Before the initiation of performance under this Agreement, ENGINEER shall file with the CITY certificates of insurance, acceptable to the CITY, verifying coverages and identifying the CITY'S commissions and employees as additional insured as pertains to the Agreement. The additional insured clause shall not apply to the ENGINEER'S Professional Liability or Worker's Compensation policies. This inclusion shall not make the CITY a partner or joint venture with ENGINEER in its operations hereunder. The CITY, its' officers, commissions, and employees, shall be named as additional insured as respects: Liability arising out of acts performed by or on behalf of the ENGINEER; products and completed operations of the ENGINEER; premises owned, leased or used by the ENGINEER; or automobiles, leased, hired or borrowed by the ENGINEER.

A certificate of Insurance is not required if the ENGINEER has on file with the CITY'S Risk Manager a Certificate evidencing that current coverage is in force and evidence of subsequent coverage renewals is provided annually.

In the event of an occurrence, it is further agreed that any insurance maintained by the CITY, its officers, commissions, and employees shall apply in excess of and not contribute with insurance provided by policies named in this Agreement.

This insurance shall include the specific coverages and be written for not less than the limits of liability as specified below or required by law, whichever is greater.

Professional Liability

\$2,000,000 per occurrence and as an annual aggregate.

The ENGINEER shall maintain the full limit or coverage as stated above for a minimum of one year after substantial completion of the Project to the best of his ability.

Commercial General Liability

This insurance shall be written in comprehensive form and shall protect CITY against all claims arising from injuries to persons, other than its' employees, or damage to property of the CITY, or others, arising out of any negligent act, error, or omission of ENGINEER or his employees, or subcontractors.

The Liability limits shall be not less than:

\$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage.

Policy will include:

- 1. Premises and Operations
- 2. Broad Form Contractual
- 3. Personal Injury with Employee Exclusion Deleted

- 4. Products/Completed Operations
- 5. Board Form Property Damage

The insurance shall name the City of Lansing, Kansas as an additional insured.

Automobile Liability

This insurance shall be written in comprehensive form and shall protect ENGINEER against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the sites of the CITY of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall be not less than:

\$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Workers' Compensation and Employer's Liability

This insurance shall protect ENGINEER against all claims under applicable state Workers' Compensation laws. ENGINEER shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be not less than:

- 1. Workers Compensation Statutory
- 2. Employer's Liability \$1,000,000 each occurrence

Umbrella Excess Liability

ENGINEER shall maintain Umbrella Excess Liability Insurance (General and Automobile Liability) with a limit of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate. The insurance shall name the City of Lansing, Kansas as an additional insured.

Mutual Waiver of Subrogation

To the extent that damages are covered by property insurance maintained during or after the completion of the Services, the CITY and the PROFESSIONAL SERVICES AGREEMENT waive all rights, including rights of subrogation, against each other and all contractors, consultants, and employees of the other, except for rights they may have to the proceeds of that insurance. The CITY and the PROFESSIONAL SERVICES AGREEMENT shall require the same waiver by their respective contractors, subcontractors, consultants.

- B. The ENGINEER agrees to keep confidential and not to disclose to any person or entity, other than the ENGINEER'S employees, subconsultants, the general contractor, subcontractors, or any permit authorities, if appropriate, any data and information not previously known to and generated by the ENGINEER or furnished to the ENGINEER and marked CONFIDENTIAL by the CITY. These provisions shall not apply to

information in whatever form that comes into the public domain, nor shall it restrict the ENGINEER from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the ENGINEER in the defense of any suit or claim.

- C. To the fullest extent permitted by law, the ENGINEER shall be required to indemnify, defend, and hold harmless the City of Lansing, Kansas, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there-from, but only when caused in whole or in part by negligent acts or omissions of the ENGINEER. The ENGINEER shall not be responsible for indemnifying the City, or its agents and employees for such agent's and employee's sole negligence.

The CITY agrees, to the fullest extent permitted by law, to release and hold the ENGINEER harmless from any loss, damage, or cost (including reasonable attorneys' fees) to the extent caused by the CITY'S negligent acts, errors or omissions and those of the contractors, subcontractors or employees of the CITY.

- D. In an effort to resolve any disputes that arise during the design or construction of the Project or following the completion of the Project, the CITY and the ENGINEER agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify in detail the facts of the dispute. The matter shall be submitted to a Mediator who shall hear the matter and provide an informal opinion and advice. Said informal opinion and advice shall be nonbinding on the parties but shall be intended to help resolve the dispute. The Mediator and the location where the mediation is held will be mutually agreeable between the parties. The Mediator's fees shall be shared equally by the parties.

The CITY and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

- E. The CITY shall promptly report to the ENGINEER any defects or suspected defects in the ENGINEER's services of which the CITY becomes aware, so that the ENGINEER can take measures to minimize the consequences of such a defect. The CITY further agrees to impose a similar notification requirement on all contractors in its CITY/CONTRACTOR contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the CITY and the CITY's contractors or subcontractors to notify the ENGINEER shall relieve the ENGINEER of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

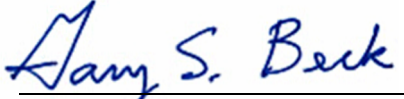
- F. Except as provided herein, services hereunder shall be carried to completion without undue interruption. Subject to acquisition of essential data from the CITY, the services hereunder shall be scheduled with subsequent authorizations and commissions from other clients of the ENGINEER.
- G. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas and in the Jurisdiction of Leavenworth County if applicable.
- H. Since the ENGINEER has no control over the cost of labor, material or equipment, or over contractor's methods of determining prices, or over competitive bidding or market conditions, the opinions of probable construction cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by the ENGINEER. If CITY desires more accurate information on Project cost, it shall retain the services of a professional construction estimator.
- I. ENGINEER shall perform its services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of the ENGINEER'S profession.
- J. Title VI Compliance Statement:
The City of Lansing assures that no person shall on the grounds of race, color, national origin, sex, disability, age or low-income status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Lansing further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

IN WITNESS WHEREOF, **CITY OF LANSING, KANSAS** and **GEORGE BUTLER ASSOCIATES, INC.**, by their authorized representatives, have hereunto subscribed their names this _____ day of _____, 2024. Executed in duplicate with copies to the CITY and ENGINEER.

CITY OF LANSING, KANSAS

GEORGE BUTLER ASSOCIATES, INC.

By: _____
Timothy Vandall
City Administrator


By: 

Gary S. Beck, PE
Vice President

ATTEST:

City Clerk

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Joshua Gentzler 
 DATE: May 16, 2024
 SUBJECT: Ordinance No. 1109 – Unified Development Ordinance Amendment - Section 4.02, Table 4-1: General Development Standards

Overview: At the February 29th work session, Staff was tasked with reviewing the Unified Development Ordinance (UDO) to recommend revisions that would open up opportunity for development within the City. Staff reviewed the UDO and returned with the following three revisions to promote Residential and Commercial property development within the City. The first revision addresses Lansing’s capacity for residential development within the City. This revision to the UDO involves amending the allowed lot sizes within the R-1 and R-2 zoning districts. The proposed Minimum Size are:

- R-1 zoning district- 6,000 s.f.; and
- R-2 zoning district- 4,000 s.f.

As a result of these changes, the minimum setback of the R-1 and R-2 districts are also adjusted to allow a building envelope that would allow construction on these lots. The changes are outlined below.

Table 4-1: General Development Standards

ELIGIBLE ZONING DISTRICT	HEIGHT, AREA AND BULK STANDARDS					
	LOT STANDARDS			MINIMUM SETBACK		
	MIN. SIZE	MIN. WIDTH	HEIGHT	FRONT	INTERIOR SIDE	REAR
A-1	1 acre	160 ft.	2.5 stories / 35 ft.	40 ft.	16 ft.	40 ft.
R-1	10,000 6,000 s.f.	75 50 ft.	2.5 stories / 35 ft.	30 20 ft.	10 ft.	30 20 ft.
R-2	6,000 4,000 s.f.	60 40 ft.	2.5 stories / 35 ft.	30 15 ft.	10 ft.	15 30 ft.
R-3	See Article 5 development standards specific to R-3 Walkable Neighborhood District.					
R-4	10,000 s.f.	60 ft.	3 stories / 45 ft.	25 ft.	10 ft.	30 ft.
R-5	See Article 5 for development standards specific to Residential Manufactured Home Planned District.					
B-1	6,000 s.f.	50 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	25 ft.
B-2	6,000 s.f.	50 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	None.
B-3	10,000 s.f.	60 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	20 ft.
I-1	6,000 s.f.	50 ft.	3 stories / 45 ft.	20 ft.	N/A**	25 ft.
I-2	10,000 s.f.	80 ft.	3 stories / 45 ft.	20 ft.	N/A**	N/A**

*Front setbacks for commercial districts are based on street contexts and allowed Frontage Types defined in 5.03.
 **If abutting residential district, setback shall be a minimum of 10 ft.

AGENDA ITEM # 6

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Joshua Gentzler
DATE: May 16, 2024
SUBJECT: Ordinance No. 1109 – Unified Development Ordinance Amendment - Section 4.02, Table 4-1: General Development Standards

For full review, please see the attached report.

Policy Consideration: n/a

Financial Consideration: n/a

Action: Staff recommends a motion to adopt Ordinance No. 1109 to amend the City of Lansing Unified Development Ordinance.

AGENDA ITEM

ORDINANCE NO. 1109

AN ORDINANCE OF THE CITY OF LANSING, KANSAS, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, AS ADOPTED BY REFERENCE.

WHEREAS, the Planning Commission of the city of Lansing has recommended to amend the adopted Unified Development Ordinance, Section 4.02 General Development Standards, Table 4-1: General Development Standards on Page 4-2. The official Unified Development Ordinance is adopted by reference in Lansing City Code, Section 17-101; and,

WHEREAS, after proper legal publication and notice pursuant to the statutes of the State of Kansas, a public hearing was held by the Planning Commission on April 17, 2024, at 7:00 p.m. at the Lansing City Hall, Lansing, Kansas.

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

SECTION 1. Unified Development Ordinance, Section 4.02 General Development Standards Table 4-1: General Development Standards on Page 4-2 is hereby amended to be as follows:

Table 4-1: General Development Standards

ELIGIBLE ZONING DISTRICT	HEIGHT, AREA AND BULK STANDARDS					
	MIN. SIZE	LOT STANDARDS MIN. WIDTH	HEIGHT	FRONT	MINIMUM SETBACK INTERIOR SIDE	REAR
A-1	1 acre	160 ft.	2.5 stories / 35 ft.	40 ft.	16 ft.	40 ft.
R-1	6,000 s.f.	50 ft.	2.5 stories / 35 ft.	20 ft.	10 ft.	20 ft.
R-2	4,000 s.f.	40 ft.	2.5 stories / 35 ft.	15 ft.	10 ft.	15 ft.
R-3	See Article 5 development standards specific to R-3 Walkable Neighborhood District.					
R-4	10,000 s.f.	60 ft.	3 stories / 45 ft.	25 ft.	10 ft.	30 ft.
R-5	See Article 5 for development standards specific to Residential Manufactured Home Planned District.					
B-1	6,000 s.f.	50 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	25 ft.
B-2	6,000 s.f.	50 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	None.
B-3	10,000 s.f.	60 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	20 ft.
I-1	6,000 s.f.	50 ft.	3 stories / 45 ft.	20 ft.	N/A**	25 ft.
I-2	10,000 s.f.	80 ft.	3 stories / 45 ft.	20 ft.	N/A**	N/A**

**Front setbacks for commercial districts are based on street contexts and allowed Frontage Types defined in 5.03. **If abutting residential district, setback shall be a minimum of 10 ft.*

SECTION 2. SEVERABILITY. If any section, clause, sentence, or phrase of this ordinance is held to be unconstitutional or is otherwise held invalid by a court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect from and after its passage, approval, and publication by summary in the official city newspaper.

PASSED AND APPROVED by the governing body of the city of Lansing, Kansas, this 16th day of May, 2024.

Anthony R. McNeill, Mayor

ATTEST

Tish Sims, City Clerk

(SEAL)

Publication Date: _____

Published: The Leavenworth Times

CITY OF LANSING
FORM OF SUMMARY FOR PUBLICATION OF ORDINANCES

Agenda Item 6.

Ordinance No. 1109: An Ordinance amending the Unified Development Ordinance of the City of Lansing, Kansas.

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

Ordinance No. 1109 Summary:

On May 16th 2024, the City of Lansing, Kansas, adopted Ordinance No. 1109, an ordinance amending the Unified Development Ordinance of the City of Lansing, Kansas, Section 4.02 General Development Standards, Table 4-1: General Development Standards on Page 4-2. A complete copy of this ordinance is available at www.lansingks.org or at City Hall, 800 First Terrace, Lansing, KS 66043. This summary certified by Gregory C. Robinson, City Attorney.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: May 16, 2024

Gregory C. Robinson, City Attorney



Summary

Staff was tasked with reviewing the Unified Development Ordinance (UDO) to recommend revisions that would open up opportunity for development within the City. Staff reviewed the UDO and returned with the following three revisions to promote Residential and Commercial property development within the City. The three revisions are:

- 1) Reduce the minimum lot size for the R-1 and R-2 zoning districts (**UDO Section 4.02**);
- 2) Open Accessory Dwelling Unit development (**UDO Section 4.03 & 4.04**); and
- 3) Amend the Required Parking ordinance (**UDO Section 7.03**).

The Planning Commission divided the question into three separate parts, based on the revisions as listed above.

Community & Economic Development Comments

Introduction

The proposals within this text amendment are written to reflect the changing nature of development across the country. The development community is faced with a challenging environment with higher interest rates, labor costs and availability, and acquisition costs for development. These amendments can enable developers to spread out the cost of developments across a broader population. In addition, these amendments certain homeowners within the City to have more control over their property through subdivision and opening the opportunity for to build accessory dwelling units (ADUs). Homeowners are currently required to receive a conditional use permit in order to build ADUs. The purpose of these amendments are to encourage more creativity through freedom to explore new housing options that support Lansing's current and future population.

UDO Purpose

The stated purposes of Lansing's UDO are:

1. To promote the health, safety, and welfare of the City and its residents;
2. To implement the City of Lansing's Comprehensive Plan;
3. Promote planning and urban design that emphasizes distinct places and unique elements of community character documented throughout Lansing;
4. Divide the city into zones and districts that promote the character, compatibility, scale and transitions of land use patterns;
5. To conserve and protect property values throughout the City; and
6. Regulate and restrict the development and use of buildings and land within each zoning district to create a compatible scale and range of building types within districts, and to promote the appropriate relationship of development to the public realm and to adjacent property.

The purpose of the proposed amendments meets these purposes.

Comprehensive Plan

Staff finds that numerous Comprehensive Plan goals that align with the proposed subdivision ordinance. These goals are:

- 1) Provide a range of residential facilities that includes single family dwelling and multi-family structures which accommodate a diverse community
- 2) Pursue and promote commercial services that are easily and safely accessible and attract residents and visitors to the area.
- 3) Provide a range of commercial services that satisfies the full spectrum of consumer requirements.

The following implementation strategies are also met through the text amendments proposed.

- 1) Commercial & Residential - Encourage the rezoning and redevelopment of properties to be consistent with the Future Land Use Plan and evaluated future rezoning applications for consistency with the Future Land Use Plan as well as the goals contained within this plan.
- 2) Develop neighborhood revitalization strategies that take an integrated approach to housing rehabilitation, infrastructure improvements, and community involvement.

Summary of Changes

Article 4. Zoning Districts & Use Standard Amendments

The R-1 and R-2 zoning districts are amended to lower the Height, Area, and Bulk standards as outlined in **Table 4-1: General Development Standards**. The Minimum Size for:

- R-1 zoning district is reduced to 6,000 s.f.; and
- R-2 zoning district is reduced to 4,000 s.f.

As a result of these changes, the minimum setback of the R-1 and R-2 districts are also adjusted to allow a building envelope that would allow construction on these lots.

Acknowledgments

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

- Joshua Gentzler, AICP – Director, Community & Economic Development

Recommendation

Staff recommends approval of amendments to Table 4-1: General Development Standards as outlined in Case 2024-UDO-001, Minimum Lot Size, Accessory Dwelling Units & Parking Requirements.

Action Options

1. Approve the Code Amendment as proposed and adopt **Table 4-1** as written in Ordinance 1109 (Case 2024-UDO-001); or
2. Deny the Code Amendment to **Table 4-1** as written in Ordinance 1109 (Case 2024-UDO-001) for specified reasons with 2/3rds vote;
3. Return the proposed amendment to the Planning Commission with statement of basis for the Governing Body's failure to approve or disapprove; or
4. Table the case to another date, time and place.

Attachments

1. Redline of **UDO Article 4**
2. Proposed amendment of **UDO Article 4**

"B-3" Regional Business District. The intent of the B-3 district is to provide for those commercial uses which are intensive in nature and require larger lots and direct access to major streets. The B-3 district is most appropriate for automobile oriented, regional commercial and office development. Within this area, pedestrian links shall be provided to connect the local streets located on each side of K-7 that serve to connect the residential neighborhoods, schools and parks.

"I-1" Light Industrial District. The intent of the I-1 district is to permit industrial uses that are not obnoxious due to appearance, noise, dust, or odor; that do not require intensive land coverage; and that can be compatibly developed with adjacent districts.

"I-2" Heavy Industrial District. The intent of the I-2 district is to allow basic or primary industries which are generally incompatible with residential or commercial uses.

4.02 GENERAL DEVELOPMENT STANDARDS

A. **Generally.** The height, area, and bulk requirements for the various districts are established by Table 4-1. The Development Standards for each district are dependent on the provisions in Article 5 and Article 6.

Table 4-1: General Development Standards

ELIGIBLE ZONING DISTRICT	HEIGHT, AREA AND BULK STANDARDS					
	MIN. SIZE	LOT STANDARDS MIN. WIDTH	HEIGHT	FRONT	MINIMUM SETBACK INTERIOR SIDE	REAR
A-1	1 acre	160 ft.	2.5 stories / 35 ft.	40 ft.	16 ft.	40 ft.
R-1	6,000 s.f.	50 ft.	2.5 stories / 35 ft.	20 ft.	10 ft.	20 ft.
R-2	4,000 s.f.	40 ft.	2.5 stories / 35 ft.	15 ft.	10 ft.	15 ft.
R-3	See Article 5 development standards specific to R-3 Walkable Neighborhood District.					
R-4	10,000 s.f.	60 ft.	3 stories / 45 ft.	25 ft.	10 ft.	30 ft.
R-5	See Article 5 for development standards specific to Residential Manufactured Home Planned District.					
B-1	6,000 s.f.	50 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	25 ft.
B-2	6,000 s.f.	50 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	None.
B-3	10,000 s.f.	60 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	20 ft.
I-1	6,000 s.f.	50 ft.	3 stories / 45 ft.	20 ft.	N/A**	25 ft.
I-2	10,000 s.f.	80 ft.	3 stories / 45 ft.	20 ft.	N/A**	N/A**

*Front setbacks for commercial districts are based on street contexts and allowed Frontage Types defined in 5.03.

**If abutting residential district, setback shall be a minimum of 10 ft.

"B-3" Regional Business District. The intent of the B-3 district is to provide for those commercial uses which are intensive in nature and require larger lots and direct access to major streets. The B-3 district is most appropriate for automobile oriented, regional commercial and office development. Within this area, pedestrian links shall be provided to connect the local streets located on each side of K-7 that serve to connect the residential neighborhoods, schools and parks.

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4.02 GENERAL DEVELOPMENT STANDARDS

A. **Generally.** The height, area, and bulk requirements for the various districts are established by Table 4-1. The Development Standards for each district are dependent on the provisions in Article 5 and Article 6.

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R-2	6,000 4,000 s.f.	60 40 ft.	2.5 stories / 35 ft.	30 15 ft.	10 ft.	15 30 ft.
R-3	See Article 5 development standards specific to R-3 Walkable Neighborhood District.					
R-4	10,000 s.f.	60 ft.	3 stories / 45 ft.	25 ft.	10 ft.	30 ft.
R-5	See Article 5 for development standards specific to Residential Manufactured Home Planned District.					
B-1	6,000 s.f.	50 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	25 ft.
B-2	6,000 s.f.	50 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	None.
B-3	10,000 s.f.	60 ft.	3 stories / 45 ft.	Sec. 5.03*	0 ft. **	20 ft.
I-1	6,000 s.f.	50 ft.	3 stories / 45 ft.	20 ft.	N/A**	25 ft.
I-2	10,000 s.f.	80 ft.	3 stories / 45 ft.	20 ft.	N/A**	N/A**

*Front setbacks for commercial districts are based on street contexts and allowed Frontage Types defined in 5.03.

**If abutting residential district, setback shall be a minimum of 10 ft.



PLANNING COMMISSION APRIL WORK SESSION MEETING

Council Chambers, 800 1st Terrace, Lansing, KS 66043
 Wednesday, April 17, 2024, at 7:00 PM

MINUTES

CALL TO ORDER

The April work session meeting of the Lansing Planning Commission was called to order by Chairman Jake Kowalewski at 7:02 p.m.

ROLL CALL / QUORUM ANNOUNCEMENT-

In attendance were Chairman Jake Kowalewski, Commissioners Janette Labbee-Holdeman, Jerry Gies, Richard Hannon and Mike Suozzo. Commissioners Brian Payne and Nancy McDougal were not in attendance. Chairman Jake Kowalewski noted that there was a quorum present.

OLD BUSINESS-

1. Approval of Minutes, January 17th, 2024, Regular Meeting

Motion was made by Commissioner Labbe-Holdeman to approve the minutes as written, and it was seconded by Commissioner Gies. Motion passed 5-0.

NEW BUSINESS-

2. Case 2024-UDO-001: Minimum Lot Size, Accessory Dwelling Units & Parking Requirements

Staff was tasked with reviewing the Unified Development Ordinance (UDO) to recommend revisions that would open up opportunity for development within the City. Staff reviewed the UDO and returned with the following three revisions to promote Residential and Commercial property development within the City. The three revisions are: 1) Reduce the minimum lot size for the R-1 and R-2 zoning districts (UDO Section 4.02); 2) Open Accessory Dwelling Unit development (UDO Section 4.03 & 4.04); and 3) Amend the Required Parking ordinance (UDO Section 7.03)

The open hearing was opened at 7:04 pm. There was no public present and no discussion for the public hearing. The public hearing was closed at 7:05 pm.

1. Discussion started with Commissioner Labbe-Holding expressing her concerns about reducing the minimum of lot sizes. Commissioner Geis stated that there are no limited space issues in Lansing. Commissioner Hannon asked why we would need to limit size. Various discussions occurred about these issues among the Planning Commission members as well as the potential and options that could occur in the future. There was also discussion about what has worked in the past for other counties/cities and what would work best for the citizens of Lansing.

Motion was made by Commissioner Hannon for approval of reduction of the minimum Lot size requirement (R-1 and R-2) as presented and it was seconded by Commissioner Suozzo. Motion passed 4-1.

2. Discussion then began about Accessory Dwelling Units with Commissioner Geis, regarding shed sizes and garages, stating there can be no more than one per lot with the exception of ADU. It was stated that we should allow people to do, within reason, what they want on their property. Mr. Gentzler explained that we are keeping the requirement the rear coverage of thirty percent of your lot area, as is. There was then discussion about the size of the unit vs the percentage of lot space that it takes up, and which one should be allowed. There was further discussion on the different types and sizes of ADU's and what should or should not be allowed.

Motion was made by Commissioner Hannon to approve Accessory Dwelling Unit development ordinance and it was seconded by Commissioner Labbee-Holdeman. Motion passed 4-1.

3. Discussion was held about parking requirements for different zoning areas, and what the needs are vs. what we require for the use of those properties. The purposed amendment changes that the minimum parking requirements would become suggested parking requirements. Which allows businesses to dictate how much parking is needed to meet their customer demands. In this, we would establish maximum parking, just not requiring a minimum parking.

Motion was made by Commissioner Labbee-Holdeman to approve the amendment of required parking ordinances and it was seconded by Commissioner Suozzo. Motion passed 5-0.

NOTICES AND COMMUNICATIONS- None

REPORTS-


ADJOURNMENT-

Commissioner Hannon made a motion to adjourn the meeting, the motion was seconded by Commissioner Labbee-Holdeman and the meeting was adjourned by acclamation at 8:21 pm.

Respectfully submitted,
Melissa Baker, Secretary

Reviewed by,
Joshua Gentzler, Community and Economic Development Director

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Joshua Gentzler 
DATE: May 16, 2024
SUBJECT: Ordinance No. 1110 – Unified Development Ordinance Amendment - Section 4.02
General Development Standards, Section 4.03 Table 4-2: Permitted Uses, Section 4.03
Permitted Uses, and Section 4.04 Accessory Use Standards

Overview: At the February 29th work session, Staff was tasked with reviewing the Unified Development Ordinance (UDO) to recommend revisions that would open up opportunity for development within the City, based off of current practices and policies across the Country. Staff proposed to amend the UDO to allow Accessory Dwelling Units, also known as Casitas, Carriage Houses, or Granny Flats, by-right and remove the familial restrictions on the residents of the ADU on residentially zoned property.

Staff developed an amendment to the UDO and the Planning Commission voted 4-1 in favor of recommending the adoption of the proposed language.

For full review, please see the attached report.

Policy Consideration: n/a

Financial Consideration: n/a

Action: Staff recommends a motion to adopt Ordinance No. 1110 to amend the City of Lansing Unified Development Ordinance.

AGENDA ITEM # 7

ORDINANCE NO. 1110

AN ORDINANCE OF THE CITY OF LANSING, KANSAS, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, AS ADOPTED BY REFERENCE.

WHEREAS, the Planning Commission of the city of Lansing has recommended to amend the adopted Unified Development Ordinance, Section 4.02 General Development Standards, D. Accessory Buildings on Page 4-4, Section 4.03 Table 4-2: Permitted Uses on Page 4-6, Section 4.03 Permitted Uses on Page 4-9, and Section 4.04 Accessory Use Standards, D. Accessory Dwelling on Page 4-19. The official Unified Development Ordinance is adopted by reference in Lansing City Code, Section 17-101; and,

WHEREAS, after proper legal publication and notice pursuant to the statutes of the State of Kansas, a public hearing was held by the Planning Commission on April 17, 2024, at 7:00 p.m. at the Lansing City Hall, Lansing, Kansas.

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

SECTION 1. Unified Development Ordinance, Section 4.02 General Development Standards D. Accessory Buildings on Page 4-4 is hereby amended to be as follows:

3. *Detached Building.* Accessory buildings over 120 square feet shall meet the following:
 - a. Located behind the front building line.
 - b. Be at least five feet from the rear or side lot line, except that any accessory building providing garage access off a rear alley may be located within three feet of the rear lot line.
 - c. Be no more than one and one-half stories, or no higher than the principal building, whichever is less.
 - d. Be limited to no more than 30% of the required rear yard.
 - e. Be constructed with materials, architectural details and style, and roof forms that are compatible with the principal structure. Any accessory building larger than 120 square feet not meeting this criteria shall meet the setback requirements for the principal structure.

Unified Development Ordinance, Section 4.03 Permitted Uses Table 4-2: Permitted Uses on Page 4-6 is hereby amended, in part, to be as follows:

Table 4-2: Permitted Uses	A1	R1	R2	R3	R4	R5	B1	B2	B3	I1	I2
RESIDENTIAL DWELLING											
Accessory Dwelling*	■	■	■	■							

Unified Development Ordinance, Section 4.03 Permitted Uses on Page 4-9 is hereby amended, in part, to be as follows:

Accessory Dwelling – A dwelling unit, either in a detached accessory structure, or included within a principal structure, that is located on the same lot as a detached house and is incidental to the principal use of the lot for a principal dwelling. Examples include a garage apartment, basement apartment or second level / attic apartment. Can also be known as an Alley flat, carriage house, casita, granny suite, in-law suite, or guest house, among other names.

Unified Development Ordinance, Section 4.04 Accessory Use Standards, D. Accessory Dwelling
19 is hereby amended to be as follows:

Agenda Item 7.

- D. Accessory Dwelling.** Where accessory dwellings are permitted, all of the following standards shall be met:
1. One accessory dwelling may be permitted per lot, only when associated with a detached house.
 2. Accessory dwelling units may be located in a detached accessory building or located within the principal building (such as an attic or basement apartment).
 3. The accessory dwelling shall not exceed 50 percent of the living area of the principal dwelling or 1,200 square feet, whichever is less.
 4. The property owner shall occupy either the principal or accessory dwelling as their permanent residence.
 5. The following additional design considerations apply to accessory dwellings:
 - a. The accessory dwelling shall be designed to maintain the architectural design, style, appearance and character of the principal building as a detached house.
 - b. A separate entrance to the accessory dwelling is not permitted on the front facade of the principal dwelling.
 - c. The accessory dwelling shall have a roof pitch, siding, and window proportions similar to that of the principal dwelling.
 - d. No exterior stairway to the second floor is permitted at the front of the building.

SECTION 2. SEVERABILITY. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by a court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect from and after its passage, approval, and publication by summary in the official city newspaper.

PASSED AND APPROVED by the governing body of the city of Lansing, Kansas, this 16th day of May, 2024.

Anthony R. McNeill, Mayor

ATTEST

Tish Sims, City Clerk

(SEAL)

Publication Date: _____

Published: The Leavenworth Times

CITY OF LANSING
FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

Ordinance No. 1110: An Ordinance amending the Unified Development Ordinance of the City of Lansing, Kansas.

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

Ordinance No. 1110 Summary:

On May 16th 2024, the City of Lansing, Kansas, adopted Ordinance No. 1110, an ordinance amending the Unified Development Ordinance of the City of Lansing, Kansas, Section 4.02 General Development Standards, D. Accessory Buildings on Page 4-4, Section 4.03 Table 4-2: Permitted Uses on Page 4-6, Section 4.03 Permitted Uses on Page 4-9, and Section 4.04 Accessory Use Standards, D. Accessory Dwelling on Page 4-19. A complete copy of this ordinance is available at www.lansingsks.org or at City Hall, 800 First Terrace, Lansing, KS 66043. This summary certified by Gregory C. Robinson, City Attorney.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: May 16, 2024

Gregory C. Robinson, City Attorney



Summary

Staff was tasked with reviewing the Unified Development Ordinance (UDO) to recommend revisions that would open up opportunity for development within the City. Staff reviewed the UDO and returned with the following three revisions to promote Residential and Commercial property development within the City. The three revisions are:

- 1) Reduce the minimum lot size for the R-1 and R-2 zoning districts (**UDO Section 4.02**);
- 2) Open Accessory Dwelling Unit development (**UDO Sections 4.02, 4.03 & 4.04**); and
- 3) Amend the Required Parking ordinance (**UDO Section 7.03**).

The Planning Commission divided the question into three separate parts, based on the revisions as listed above.

Planning Commission Recommendation

The Planning Commission voted 4-1 to approve the amendment to Section 4.02, 4.03, and 4.04 as written.

Community & Economic Development Comments

Introduction

The proposals within this text amendment are written to reflect the changing nature of development across the country. The development community is faced with a challenging environment with higher interest rates, labor costs and availability, and acquisition costs for development. These amendments can enable developers to spread out the cost of developments across a broader population. In addition, these amendments certain homeowners within the City to have more control over their property through subdivision and opening the opportunity for to build accessory dwelling units (ADUs). Homeowners are currently required to receive a conditional use permit in order to build ADUs. The purpose of these amendments are to encourage more creativity through freedom to explore new housing options that support Lansing's current and future population.

UDO Purpose

The stated purposes of Lansing's UDO are:

1. To promote the health, safety, and welfare of the City and its residents;
2. To implement the City of Lansing's Comprehensive Plan;
3. Promote planning and urban design that emphasizes distinct places and unique elements of community character documented throughout Lansing;
4. Divide the city into zones and districts that promote the character, compatibility, scale and transitions of land use patterns;
5. To conserve and protect property values throughout the City; and
6. Regulate and restrict the development and use of buildings and land within each zoning district to create a compatible scale and range of building types within districts, and to promote the appropriate relationship of development to the public realm and to adjacent property.

The purpose of the proposed amendments meets these purposes.

Comprehensive Plan

Staff finds that numerous Comprehensive Plan goals that align with the proposed subdivision ordinance. These goals are:

- 1) Provide a range of residential facilities that includes single family dwelling and multi-family structures which accommodate a diverse community
- 2) Pursue and promote commercial services that are easily and safely accessible and attract residents and visitors to the area.
- 3) Provide a range of commercial services that satisfies the full spectrum of consumer requirements.

The following implementation strategies are also met through the text amendments proposed.

- 1) Commercial & Residential - Encourage the rezoning and redevelopment of properties to be consistent with the Future Land Use Plan and evaluated future rezoning applications for consistency with the Future Land Use Plan as well as the goals contained within this plan.
- 2) Develop neighborhood revitalization strategies that take an integrated approach to housing rehabilitation, infrastructure improvements, and community involvement.

Summary of Changes

Article 4. Zoning Districts & Use Standard Amendments

Table 4-2: Permitted Uses is amended to allow *Accessory Dwelling* by right, a use that currently requires a Conditional Use Permit to be granted by the City Council.

To support the changes to **Table 4-2, Section 4.04 Accessory Use Standards** are also amended, removing both the parking and occupancy requirements. **Section 4.02-D Accessory Buildings** is amended, removing the numerical restriction while leaving the rear yard percentage coverage restriction in place.

Acknowledgments

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

- Joshua Gentzler, AICP – Director, Community & Economic Development

Recommendation

Staff recommends approval of amendments to the Accessory Dwelling requirements as outlined in Case 2024-UDO-001, Minimum Lot Size, Accessory Dwelling Units & Parking Requirements.

Action Options

1. Approve the Code Amendment as proposed and adopt revisions to **Table 4-2, Section 4.02-D Accessory Building, and Section 4.04-D Accessory Dwelling** as written in Ordinance 1110 (Case 2024-UDO-001); or
2. Deny the Code Amendment to **Table 4-2, Section 4.02-D Accessory Building, and Section 4.04-D Accessory Dwelling** as written in Ordinance 1110 (Case 2024-UDO-001) for specified reasons with 2/3rds vote;
3. Return the proposed amendment to the Planning Commission with statement of basis for the Governing Body's failure to approve or disapprove; or
4. Table the case to another date, time and place.

Attachments

1. Redline of **UDO Article 4**
2. Proposed amendment of **UDO Article 4**
3. Planning Commission Minutes

- (2) Any roof structure associated with the features shall be single-story.
- (3) Any porch must include usable space, typically a depth of at least eight feet and a width of at least 12 feet.
- (4) Any enclosure is limited to no more than 24 square feet.
- (5) All primary entry features are integrated into the overall building design including materials, architectural style and details, and roof structures.

- D. **Accessory Buildings.** Accessory buildings shall be permitted in association with and on the same lot as a principal building and are subject to the following additional limitations:
1. *Generally.* No accessory building shall be erected in any required front or side yard, and no detached accessory building shall be erected closer than 5 feet to any other building. No accessory building shall cover more than 30% of the rear yard.
 2. *Small Sheds.* Accessory buildings 120 square feet or less and less than 10 feet tall shall be limited to one per lot, located behind the rear building line of the principal building, and be no closer than 5 feet from the rear or side property line.
 3. *Detached Building.* Accessory buildings over 120 square feet shall meet the following:
 - ~~a.~~ ~~No more than one per lot.~~
 - b.a. Located behind the front building line.
 - c.b. Be at least five feet from the rear or side lot line, except that any accessory building providing garage access off a rear alley may be located within three feet of the rear lot line.
 - d.c. Be no more than one and one-half stories, or no higher than the principal building, whichever is less.
 - e.d. Be limited to no more than 30% of the required rear yard.
 - f.e. Be constructed with materials, architectural details and style, and roof forms that are compatible with the principal structure. Any accessory building larger than 120 square feet not meeting this criteria shall meet the setback requirements for the principal structure.

4.03 PERMITTED USES

A. **Table of Uses & Definitions.** In order to implement the intent of each zoning district, facilitate complimentary transitions between districts, and to regulate a variety of compatible uses within zoning districts, use categories and general uses have been established for principal uses of land and buildings. Table 4-2 indicates permitted uses (■) subject to general district and building development standards, conditional uses (C) subject to the discretionary review process, and uses with supplementary standards (*) related to specific uses.

Table 4-2: Permitted Uses	A1	R1	R2	R3	R4	R5	B1	B2	B3	I1	I2
CIVIC / INSTITUTIONAL											
Armed Forces Reserve Center							■	■	■		
Assembly – Small											
Assembly – General	C						■	■	■		
Assembly – Event Venue							■	■	■		
Bus Passenger Terminals							■	■	■	■	
Cemeteries and Mausoleums	■	■	■	■	■	■	■	■	■	■	■
Cultural and Public Service	■	■	■	■	■	■	■	■	■	■	■
Open / Civic Space	■	■	■	■	■	■	■	■	■	■	■
Schools –Neighborhood	■	■	■	■	■	■	■	■	■		
Schools – Community	■	■	■	■	■	■	■	■	■		
Schools - Regional							C	■	■		
Social Services Agency (Ord. 424, Sec. 1)		C	C	C	C	C	C	C			
RESIDENTIAL DWELLINGS											
Detached house, standard	■	■	■	■	■						
Detached House – Neighborhood Lot				■							
Detached House – Compact Lot				■							
Duplex or two-unit house			C	■	■						
3- to 4-plex				■	■						
Row house				■	■						

Table 4-2: Permitted Uses	A1	R1	R2	R3	R4	R5	B1	B2	B3	I1	I2
Small Apartment (3-12 units)				■							
Medium Apartment (12-40 units)				■	■		C				
Mixed-use* (Dwellings above commercial / service)							■	■	■		
Live/Work				C	C		■	■			
Congregate Living				■	■		C				
Accessory Dwelling*	■C	■C	■C	■C							
Home Occupation*	■	■	■	■	■	■					
Manufactured Home						■					
RETAIL											
Retail – Micro*					■	■	■	■	■	■	
Retail – Light							■	■	■		
Retail – General								■	■		
Retail – Heavy									■	■	
Grocery – Market							■	■	■		
Grocery – Store								■	■		
Grocery – Supermarket									■		
Outdoor Sales and Display – Yard	C						■	■	■	■	■
Outdoor Sales – General	C								■	■	
Outdoor Sales – Heavy	C								■	■	■
Convenience Store/Fuel Station							C	■	■	■	
SERVICE AND EMPLOYMENT											
Adult Entertainment							C				
Animal Care – Kennel*	C								C	C	
Animal Care – General	C						■	■	■		

Table 4-2: Permitted Uses	A1	R1	R2	R3	R4	R5	B1	B2	B3	I1	I2
AGRICULTURE											
Agri-Tourism	C										
Agriculture – Light Processing	■										
Agriculture – Heavy Processing	C									C	■
Apiaries (Hobby)*	■*	C	C								
Farmers Market	■						C	■	■		
Farming – Light	■										
Farming – Commercial	C									C	C
Farming – Homestead	■										
Riding Stables	C										
COMMUNICATIONS											
Wireless Communication Antenna	C							■	■	■	■

RESIDENTIAL DWELLINGS

The Residential Dwelling category is the principal use of land and buildings for dwelling units. The arrangement and extent of dwelling units depends on the zoning district, lot sizes and building types, arranged in the following types:

Accessory Dwelling – A dwelling unit, either in a detached accessory structure, or included within a principal structure, that is located on the same lot as a detached house and is incidental to the principal use of the lot for a principal dwelling. Examples include a garage apartment, basement apartment or second level / attic apartment. Can also be known as an Alley flat, carriage house, casita, granny suite, in-law suite, or guest house, among other names.

Congregate Living – Congregate Living is characterized by the residential occupancy of a structure by a group of people who do not meet the definition of “one household,” but often share a common situation or facilities. Congregate living does not include residential care facilities or correctional facilities, but may include dormitories, monasteries, or convents.

Home Occupation - A business, profession, service, or trade conducted for gain or support entirely within an owner-occupied residential dwelling and/or its accessory structures, when such activities are clearly incidental or subordinate in use to the dwelling and may involve limited on premise interaction with customers.

Live / Work - A residential building type designed with a single dwelling unit, but where an additional component of the structure is designed for a small-scale business function run by the occupant. Live /

- h. Professional offices for physicians, osteopaths, chiropractors, ophthalmologists, dentists, and other related health care professions.

D. Accessory Dwelling. Where accessory dwellings are permitted, all of the following standards shall be met:

1. One accessory dwelling may be permitted per lot, only when associated with a detached house.
2. Accessory dwelling units may be located in a detached accessory building or located within the ~~principle~~principal building (such as an attic or basement apartment).
3. The accessory dwelling shall not exceed 50 percent of the living area of the principal dwelling or 1,200 square feet, whichever is less.
- ~~4. One additional parking space shall be provided on site, although this provision may be waived if the context and circumstances of each dwelling unit prove the space unnecessary.~~
- 5.4. The property owner shall occupy either the principal or accessory dwelling as their permanent residence.
- ~~6. Occupancy of the accessory or principal unit is limited to family members related by blood, marriage or adoption or persons providing nursing or domiciliary care of assistance to the owner in exchange for lodging.~~
- 7.5. The following additional design considerations apply to accessory dwellings:
 - a. The accessory dwelling shall be designed to maintain the architectural design, style, appearance and character of the principal building as a detached house.
 - b. A separate entrance to the accessory dwelling is not permitted on the front facade of the principal dwelling.
 - c. The accessory dwelling shall have a roof pitch, siding, and window proportions similar to that of the principal dwelling.
 - d. No exterior stairway to the second floor is permitted at the front of the building.

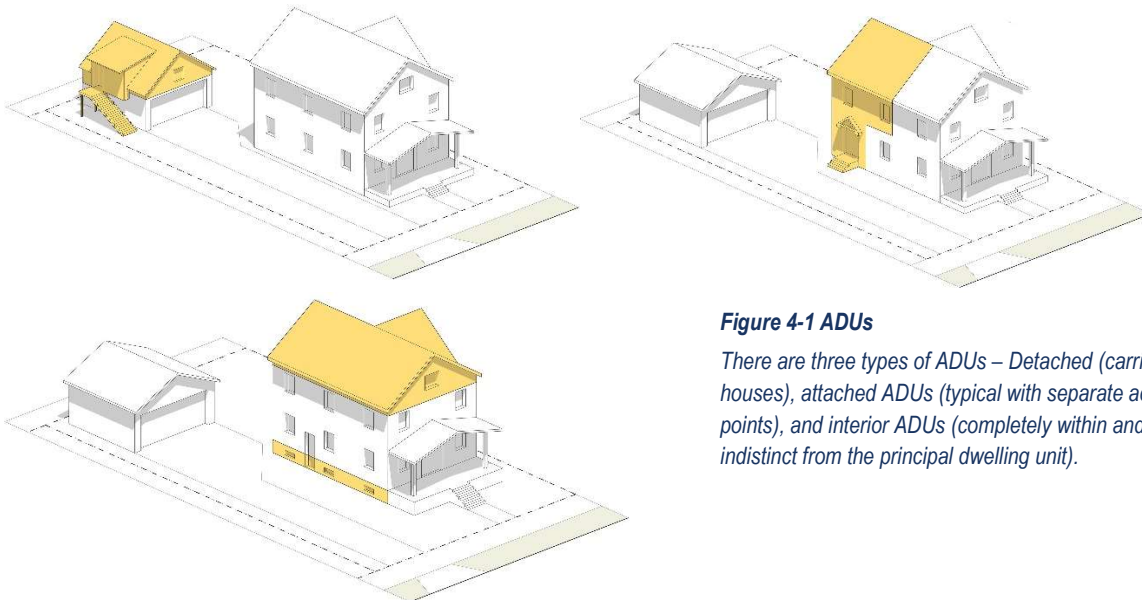


Figure 4-1 ADUs

There are three types of ADUs – Detached (carriage houses), attached ADUs (typical with separate access points), and interior ADUs (completely within and indistinct from the principal dwelling unit).

E. Accessory Drive-Through. Where accessory drive-thru facilities are permitted they shall be located in side or rear locations that do not interrupt the lot and building frontage, or otherwise be

- (2) Any roof structure associated with the features shall be single-story.
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Assembly – Event Venue							■	■	■		
Bus Passenger Terminals							■	■	■	■	
Cemeteries and Mausoleums	■	■	■	■	■	■	■	■	■	■	■
Cultural and Public Service	■	■	■	■	■	■	■	■	■	■	■
Open / Civic Space	■	■	■	■	■	■	■	■	■	■	■
Schools –Neighborhood	■	■	■	■	■	■	■	■	■		
Schools – Community	■	■	■	■	■	■	■	■	■		
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3. The accessory dwelling shall not exceed 50 percent of the living area of the principal dwelling or 1,200 square feet, whichever is less.
4. The property owner shall occupy either the principal or accessory dwelling as their permanent residence.
5. The following additional design considerations apply to accessory dwellings:
 - a. The accessory dwelling shall be designed to maintain the architectural design, style, appearance and character of the principal building as a detached house.
 - b. A separate entrance to the accessory dwelling is not permitted on the front facade of the principal dwelling.
 - c. The accessory dwelling shall have a roof pitch, siding, and window proportions similar to that of the principal dwelling.
 - d. No exterior stairway to the second floor is permitted at the front of the building.

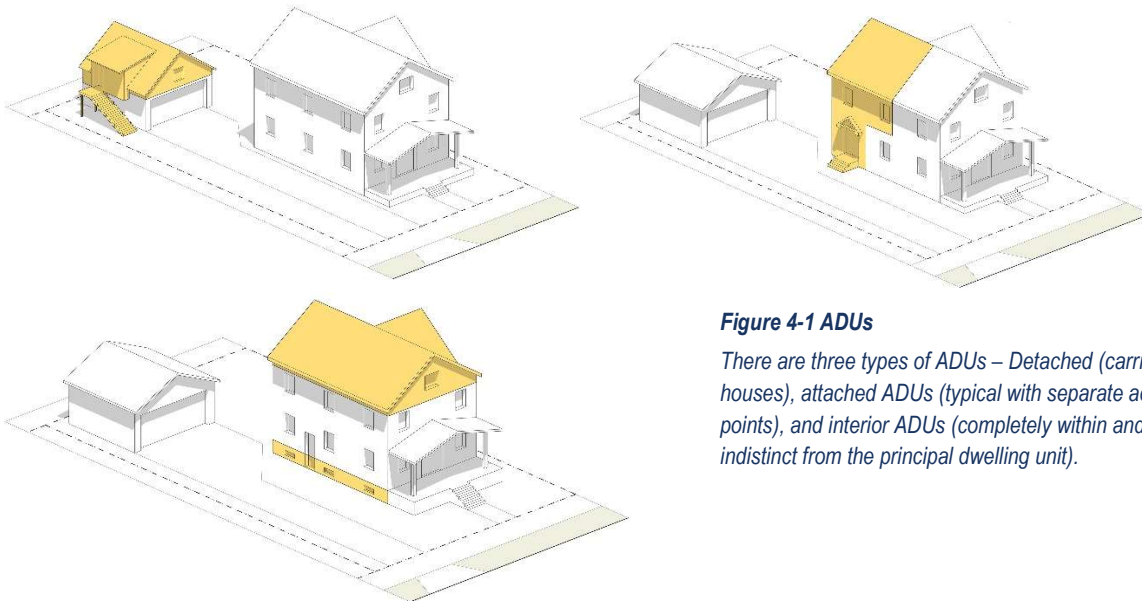


Figure 4-1 ADUs

There are three types of ADUs – Detached (carriage houses), attached ADUs (typical with separate access points), and interior ADUs (completely within and indistinct from the principal dwelling unit).

E. Accessory Drive-Through. Where accessory drive-thru facilities are permitted they shall be located in side or rear locations that do not interrupt the lot and building frontage, or otherwise be set back at least 60 feet from the lot frontage. The design and layout of drive-thru facilities for restaurants, banks, stand-alone automated teller machines (ATM's) or other uses shall:

1. Avoid potential pedestrian/vehicle conflicts on the site and along the streetscape. Access and circulation should be oriented to remote locations of the site and avoid access and circulation impacting walkable streets as defined in Article 3.
2. Provide adequate stacking spaces for automobiles before and after use of the facility; and



PLANNING COMMISSION APRIL WORK SESSION MEETING

Council Chambers, 800 1st Terrace, Lansing, KS 66043
Wednesday, April 17, 2024, at 7:00 PM

MINUTES

CALL TO ORDER

The April work session meeting of the Lansing Planning Commission was called to order by Chairman Jake Kowalewski at 7:02 p.m.

ROLL CALL / QUORUM ANNOUNCEMENT-

In attendance were Chairman Jake Kowalewski, Commissioners Janette Labbee-Holdeman, Jerry Gies, Richard Hannon and Mike Suozzo. Commissioners Brian Payne and Nancy McDougal were not in attendance. Chairman Jake Kowalewski noted that there was a quorum present.

OLD BUSINESS-

1. Approval of Minutes, January 17th, 2024, Regular Meeting

Motion was made by Commissioner Labbe-Holdeman to approve the minutes as written, and it was seconded by Commissioner Gies. Motion passed 5-0.

NEW BUSINESS-

2. Case 2024-UDO-001: Minimum Lot Size, Accessory Dwelling Units & Parking Requirements

Staff was tasked with reviewing the Unified Development Ordinance (UDO) to recommend revisions that would open up opportunity for development within the City. Staff reviewed the UDO and returned with the following three revisions to promote Residential and Commercial property development within the City. The three revisions are: 1) Reduce the minimum lot size for the R-1 and R-2 zoning districts (UDO Section 4.02); 2) Open Accessory Dwelling Unit development (UDO Section 4.03 & 4.04); and 3) Amend the Required Parking ordinance (UDO Section 7.03)

The open hearing was opened at 7:04 pm. There was no public present and no discussion for the public hearing. The public hearing was closed at 7:05 pm.

1. Discussion started with Commissioner Labbe-Holding expressing her concerns about reducing the minimum of lot sizes. Commissioner Geis stated that there are no limited space issues in Lansing. Commissioner Hannon asked why we would need to limit size. Various discussions occurred about these issues among the Planning Commission members as well as the potential and options that could occur in the future. There was also discussion about what has worked in the past for other counties/cities and what would work best for the citizens of Lansing.

Motion was made by Commissioner Hannon for approval of reduction of the minimum Lot size requirement (R-1 and R-2) as presented and it was seconded by Commissioner Suozzo. Motion passed 4-1.

2. Discussion then began about Accessory Dwelling Units with Commissioner Geis, regarding shed sizes and garages, stating there can be no more than one per lot with the exception of ADU. It was stated that we should allow people to do, within reason, what they want on their property. Mr. Gentzler explained that we are keeping the requirement the rear coverage of thirty percent of your lot area, as is. There was then discussion about the size of the unit vs the percentage of lot space that it takes up, and which one should be allowed. There was further discussion on the different types and sizes of ADU's and what should or should not be allowed.

Motion was made by Commissioner Hannon to approve Accessory Dwelling Unit development ordinance and it was seconded by Commissioner Labbee-Holdeman. Motion passed 4-1.

3. Discussion was held about parking requirements for different zoning areas, and what the needs are vs. what we require for the use of those properties. The purposed amendment changes that the minimum parking requirements would become suggested parking requirements. Which allows businesses to dictate how much parking is needed to meet their customer demands. In this, we would establish maximum parking, just not requiring a minimum parking.

Motion was made by Commissioner Labbee-Holdeman to approve the amendment of required parking ordinances and it was seconded by Commissioner Suozzo. Motion passed 5-0.

NOTICES AND COMMUNICATIONS- None

REPORTS-


ADJOURNMENT-

Commissioner Hannon made a motion to adjourn the meeting, the motion was seconded by Commissioner Labbee-Holdeman and the meeting was adjourned by acclamation at 8:21 pm.

Respectfully submitted,
Melissa Baker, Secretary

Reviewed by,
Joshua Gentzler, Community and Economic Development Director

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Joshua Gentzler 
DATE: May 16, 2024
SUBJECT: Ordinance No. 1111 – Unified Development Ordinance Amendment - Section 7.03
Required Parking

Overview: At the February 29th work session, Staff was tasked with reviewing the Unified Development Ordinance (UDO) to recommend revisions that would open up opportunity for development within the City, based off of current practices and policies across the Country. Staff proposed to amend the UDO to remove the Minimum Parking requirements from Article 7 of the UDO.

Staff developed an amendment to the UDO and the Planning Commission voted 5-0 in favor of recommending the adoption of the revision.

For full review, please see the attached report.

Policy Consideration: n/a

Financial Consideration: n/a

Action: Staff recommends a motion to adopt Ordinance No. 1111 to amend the City of Lansing Unified Development Ordinance.

AGENDA ITEM # 8

ORDINANCE NO. 1111

AN ORDINANCE OF THE CITY OF LANSING, KANSAS, AMENDING THE UNIFIED DEVELOPMENT ORDINANCE, AS ADOPTED BY REFERENCE.

WHEREAS, the Planning Commission of the city of Lansing has recommended to amend the adopted Unified Development Ordinance, Section 7.03 A. Vehicle Parking Rates on Page 7-4, 7-6 thru 7-8 and Section 7.03 Required Parking, Table 7-5 on Page 7-5 and 7-6, and Section 7.04 Parking Lot Design, A. General Standards on Page 7-8. The official Unified Development Ordinance is adopted by reference in Lansing City Code, Section 17-101; and,

WHEREAS, after proper legal publication and notice pursuant to the statutes of the State of Kansas, a public hearing was held by the Planning Commission on April 17, 2024, at 7:00 p.m. at the Lansing City Hall, Lansing, Kansas.

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

SECTION 1. Unified Development Ordinance, Section 7.03 Parking A. Vehicle Parking Rates on Page 7-4 is hereby amended to be as follows:

7.03 PARKING

A. **Vehicle Parking Rates.** Table 7-5: Parking Guidelines provides suggested minimum parking rates of all similar uses. Where the classification of the use is not determinable from the table, the Director shall determine the appropriate classification based on industry guides and the most similar use in terms of scale, function and operation. The follow criteria shall be used in interpreting the table:

Unified Development Ordinance, Section 7.03 Parking Table 7-5: Parking Guidelines on Page 7-5 and 7-6 is hereby amended to be as follows:

Table 7-5: Parking Guidelines

Residential Dwellings	
Boarding or Rooming House	1 per bedroom
Hotel or Motel	2 per unit
Mobile Home Parks	2 per unit
Nursing Homes, Rest Homes	1 per 5 beds
Single Family Home	2 per unit
Multi-Unit Residential	2 per unit
Civic / Institutional	
Religious Institutions	1 per every 6 seats
Elementary, Junior High and Equivalent Parochial and Private	2 per classroom

Table 7-5: Parking Guidelines

Schools	
High Schools, Colleges, Universities and Other Similar Public or Private Institutions of Higher Learning	8 per classroom
Hospitals	1 per every 1.5 beds
Nursery Schools and Day Care Centers, Public or Private	1 per employee; AND 1 per 500 sq. ft. floor area
Fraternal Associations	1 per every 4 seats
Commercial / Industrial	
Automobile, Truck, Recreational Vehicle and Mobile Home Sales and Rental Lot	1 per 3,000 sq. ft. lot
Automobile Salvage Yards	1 per employee AND; 10,000 sq. ft. storage area
Laundromats	1 per every 2 machines
Financial, Business, and Professional	1 per 400 sq. ft. gross floor area
Bowling Alleys	4 per bowling lane
Cartage, Express, Parcel Delivery and Freight Terminal Establishments	1 per 2 employees* AND; Vehicles maintained
Automobile Wash	3 per washing stall
Funeral Homes and Mortuaries	1 per 4 seats
Furniture and Appliance Stores, Household Equipment or Furniture Repair Shop	1 per 400 sq. ft. floor area
Adult Entertainment Uses	1 per every 2 occupants
Manufacturing, Production, Processing, Assembly, Disassembly, Cleaning, Servicing, Testing or Repairing of Goods, Materials, or Products	1 per 3 employees
Medical and Dental Clinics or Offices	1 per 400 sq. ft. floor area
Restaurants, Private Clubs and Taverns	1 per 4 seats
Retail Stores and Shops	1 per 400 sq. ft. floor area
Service Stations	1 per employee 2 per service bay
Theaters, Auditoriums, and Places of Assembly with Fixed Seats	1 per 4 seats
Warehouse, Storage and Wholesale Establishments	1 per 4 employees
All Other Business and Commercial Establishments Not Specified Above	1 per 400 sq. ft. floor area

Unified Development Ordinance, Section 7.03 Parking on Page 7-6 is hereby amended, in part, follows:

- B. **Maximum Parking.** No use shall provide more than 20% more than the minimum suggested parking without documented evidence of actual parking demand based on studies of similar uses in similar contexts. In addition, any parking permitted over 20% shall require mitigating potential impacts of more parking through one or more of the following strategies:
 1. Provide shared parking for other uses on the block or adjacent blocks according to Section 7.03.D.
 2. Design all parking areas over the minimum as dual purpose space, such as plazas, playgrounds, event areas for regular use of the space during non-peak times (see civic space design standards).
 3. Use alternative surface areas designed to infiltrate stormwater.
 4. Provide additional buffers and site open spaces to screen parking and provide more active usable outdoor spaces for people in relation to the streetscape, of at least a 10% increase in the open space or buffers and at least a 25% increase in the amount of landscape material required for the parking.

- C. **Parking Reductions.** The parking suggested by Table 7-5 may be reduced depending on context, and according to the following strategies:

Unified Development Ordinance, Section 7.03 Parking Table 7-7 on Page 7-7 is hereby amended, in part, to be as follows:

Table 7-7: Bicycle Parking

<i>Activity</i>	<i>Required Spaces</i>
Primary or secondary School	25% of the number of students; AND 10% of number of employees
Retail or office uses	10% of the suggested vehicle spaces.
Other Institutional or Entertainment uses	5% of the suggested vehicle spaces.
Industrial Uses	3% of the number of employees.
Residential	0.5 per dwelling unit

Unified Development Ordinance, Section 7.04 Parking Lot Design, A. General Standards on Page 7-8 is hereby amended to be as follows:

1. All minimum suggested parking shall be reserved and used for that purpose except for what may be permitted through a Conditional Use Permit or Temporary Use Permit.

SECTION 2. SEVERABILITY. If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by a court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect from and after its passage, approval, and publication by summary in the official city newspaper.

PASSED AND APPROVED by the governing body of the city of Lansing, Kansas, this 16th day of M

Agenda Item 8.

Anthony R. McNeill, Mayor

ATTEST

Tish Sims, City Clerk

(SEAL)

Publication Date: _____

Published: The Leavenworth Times

CITY OF LANSING
FORM OF SUMMARY FOR PUBLICATION OF ORDINANCES

Agenda Item 8.

Ordinance No. 1111: An Ordinance amending the Unified Development Ordinance of the City of Lansing, Kansas.

Pursuant to the general laws of the State, a general summary of the subject matter contained in this ordinance shall be published in the official City newspaper in substantially the following form:

Ordinance No. 1111 Summary:

On May 16th 2024, the City of Lansing, Kansas, adopted Ordinance No. 1111, an ordinance amending the Unified Development Ordinance of the City of Lansing, Kansas, Section 7.03 A. Vehicle Parking Rates on Page 7-4, 7-6 thru 7-8 and Section 7.03 Required Parking, Table 7-5 on Page 7-5 and 7-6, and Section 7.04 Parking Lot Design, A. General Standards on Page 7-8. A complete copy of this ordinance is available at www.lansingks.org or at City Hall, 800 First Terrace, Lansing, KS 66043. This summary certified by Gregory C. Robinson, City Attorney.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: May 16, 2024

Gregory C. Robinson, City Attorney



Summary

Staff was tasked with reviewing the Unified Development Ordinance (UDO) to recommend revisions that would open up opportunity for development within the City. Staff reviewed the UDO and returned with the following three revisions to promote Residential and Commercial property development within the City. The three revisions are:

- 1) Reduce the minimum lot size for the R-1 and R-2 zoning districts (**UDO Section 4.02**);
- 2) Open Accessory Dwelling Unit development (**UDO Sections 4.02, 4.03 & 4.04**); and
- 3) Amend the Required Parking ordinance (**UDO Section 7.03**).

The Planning Commission divided the question into three separate parts, based on the revisions as listed above.

Planning Commission Recommendation

The Planning Commission voted 5-0 to approve the amendment to **Section 7.03 Required Parking Table 7-5: Required Parking**, as written.

Community & Economic Development Comments

Introduction

The proposals within this text amendment are written to reflect the changing nature of development across the country. The development community is faced with a challenging environment with higher interest rates, labor costs and availability, and acquisition costs for development. These amendments can enable developers to spread out the cost of developments across a broader population. In addition, these amendments certain homeowners within the City to have more control over their property through subdivision and opening the opportunity for to build accessory dwelling units (ADUs). Homeowners are currently required to receive a conditional use permit in order to build ADUs. The purpose of these amendments are to encourage more creativity through freedom to explore new housing options that support Lansing's current and future population.

UDO Purpose

The stated purposes of Lansing's UDO are:

1. To promote the health, safety, and welfare of the City and its residents;
2. To implement the City of Lansing's Comprehensive Plan;
3. Promote planning and urban design that emphasizes distinct places and unique elements of community character documented throughout Lansing;
4. Divide the city into zones and districts that promote the character, compatibility, scale and transitions of land use patterns;
5. To conserve and protect property values throughout the City; and
6. Regulate and restrict the development and use of buildings and land within each zoning district to create a compatible scale and range of building types within districts, and to promote the appropriate relationship of development to the public realm and to adjacent property.

The purpose of the proposed amendments meets these purposes.

Comprehensive Plan

Staff finds that numerous Comprehensive Plan goals that align with the proposed subdivision ordinance. These goals are:

- 1) Provide a range of residential facilities that includes single family dwelling and multi-family structures which accommodate a diverse community
- 2) Pursue and promote commercial services that are easily and safely accessible and attract residents and visitors to the area.

- 3) Provide a range of commercial services that satisfies the full spectrum of consumer requirements.

The following implementation strategies are also met through the text amendments proposed.

- 1) Commercial & Residential - Encourage the rezoning and redevelopment of properties to be consistent with the Future Land Use Plan and evaluated future rezoning applications for consistency with the Future Land Use Plan as well as the goals contained within this plan.
- 2) Develop neighborhood revitalization strategies that take an integrated approach to housing rehabilitation, infrastructure improvements, and community involvement.

Summary of Changes

Article 7. Access & Parking Standards Amendments

Section 7.03 Required Parking is amended to list **Table 7-5: Required Parking** as guidelines, instead of minimums. This removes off-street parking as a requirement for any and all development that occurs within the City. Developers will be able to choose a parking design that fits the needs of their client's needs.

Acknowledgments

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

- Joshua Gentzler, AICP – Director, Community & Economic Development

Recommendation

Staff recommends approval of amendments to the Parking requirements as outlined in Case 2024-UDO-001, Minimum Parking Requirements.

Action Options

1. Approve the Code Amendment as proposed and adopt revisions to **Section 7.03 Required Parking Table 7-5: Required Parking**, as written in Ordinance 1111 (Case 2024-UDO-001); or
2. Deny the Code Amendment to **Section 7.03 Required Parking Table 7-5: Required Parking**, as written in Ordinance 1111 (Case 2024-UDO-001) for specified reasons with 2/3rds vote;
3. Return the proposed amendment to the Planning Commission with statement of basis for the Governing Body's failure to approve or disapprove; or
4. Table the case to another date, time and place.

Attachments

1. Redline of **UDO Article 7**
2. Proposed amendment of **UDO Article 7**
3. Planning Commission Minutes

3. *Pedestrian Amenities.* Site plans shall include amenities that enhance safety and convenience and promote walking or bicycling as an alternative means of transportation. Site amenities may include bike racks, drinking fountains, canopies and benches. Sidewalks and internal circulation shall be separated from moving vehicles to the extent feasible with curbs, landscape buffers, curbside parking, and limited cross-walks.
 4. *Crossings.* All driveways and alleys shall generally intersect with sidewalks on the perimeter of the block at the sidewalk grade, and the material and construction of the sidewalk shall continue across the drive. For drive aisles and internal access streets, the vehicle grade may interrupt the sidewalk. Where the pedestrian crossing exceeds 24 feet, cross-walks or other features to identify pedestrian crossings may be required. Design features such as bump outs, raised crossings, medians or other landscape and urban design amenities that emphasize the pedestrian crossing and shorten the distance pedestrians cross dedicated vehicle ways may be considered.
- D. **Traffic Impacts.** Wherever the Director of Public Works determines that the above requirements will adversely impact the function of the transportation network in the vicinity of the site, either due to traffic impacts of the proposed use, or the design of the access in relation to the street scape, alternative access standards may be required to better meet the intent of this section. In addition, any specific access management study or plan for a portion of the city may alter the application of these standards and guidelines.

7.03 **REQUIRED PARKING**

- A. **Vehicle Parking Rates.** Table 7-5: Required Parking Guidelines provides general-suggested minimum requirements-parking rates and-applies for rates of all similar uses. Where the classification of the use is not determinable from the table, the Director shall determine the appropriate classification based on industry guides and the most similar use in terms of scale, function and operation. The follow criteria shall be used in interpreting the table:
1. A rate based on employees shall consider maximum number of employees likely to be on-site at one time.
 2. A rate based on square footage shall consider the service area open to the public or patrons, or leasable floor area. Where this number is not easily or readily determined, 85% of gross floor area may be used.
 3. A rate based on seating shall consider total number of seats. Where this number is not easily or readily determined, or is otherwise flexible it may be based on capacity of common formats and layouts of buildings based on industry standards.
 4. A rate based on capacity shall be the maximum permitted under public safety and building codes
 5. Where a rate results in a fraction, round up to highest whole number.
 6. Where uses or sites have components of different uses (i.e. hotel with a restaurant), each component calculated under most applicable rate.

Table 7-5: Required Parking Guidelines

Residential Dwellings	
Boarding or Rooming House	1 per bedroom
Hotel or Motel	2 per unit
Mobile Home Parks	2 per unit
Nursing Homes, Rest Homes	1 per 5 beds
Single Family Home	2 per unit
Multi-Unit Residential	2 per unit
Civic / Institutional	
Religious Institutions	1 per every 6 seats
Elementary, Junior High and Equivalent Parochial and Private Schools	2 per classroom
High Schools, Colleges, Universities and Other Similar Public or Private Institutions of Higher Learning	8 per classroom
Hospitals	1 per every 1.5 beds
Nursery Schools and Day Care Centers, Public or Private	1 per employee; AND 1 per 500 sq. ft. floor area
Fraternal Associations	1 per every 4 seats
Commercial / Industrial	
Automobile, Truck, Recreational Vehicle and Mobile Home Sales and Rental Lot	1 per 3,000 sq. ft. lot
Automobile Salvage Yards	1 per employee AND; 10,000 sq. ft. storage area
Laundromats	1 per every 2 machines
Financial, Business, and Professional	1 per 300-400 sq. ft. gross floor area Minimum 3 spaces
Bowling Alleys	4 per bowling lane
Cartage, Express, Parcel Delivery and Freight Terminal Establishments	1 per 2 employees* AND; Vehicles maintained
Automobile Wash	3 per washing stall
Funeral Homes and Mortuaries	1 per 4 seats
Furniture and Appliance Stores, Household Equipment or Furniture Repair Shop	1 per 400 sq. ft. floor area
Adult Entertainment Uses	1 per every 2 occupants
Manufacturing, Production, Processing, Assembly, Disassembly, Cleaning, Servicing, Testing or Repairing of Goods, Materials, or Products	1 per 3 employees
Medical and Dental Clinics or Offices	1 per 400-400 sq. ft. floor area
Restaurants, Private Clubs and Taverns	1 per 2.54 seats
Retail Stores and Shops	1 per 300-400 sq. ft. floor area
Service Stations	1 per employee

Table 7-5: Required Parking Guidelines

	2 per service bay
Theaters, Auditoriums, and Places of Assembly with Fixed Seats	1 per 4 seats
Warehouse, Storage and Wholesale Establishments	1 per <u>42</u> employees
All Other Business and Commercial Establishments Not Specified Above	1 per <u>300-400</u> sq. ft. floor area

B. **Maximum Parking.** No use shall provide more than 20% more than the minimum suggested required parking without documented evidence of actual parking demand based on studies of similar uses in similar contexts. In addition, any parking permitted over 20% shall require mitigating potential impacts of more parking through one or more of the following strategies:

1. Provide shared parking for other uses on the block or adjacent blocks according to Section 7.03.D.
2. Design all parking areas over the minimum as dual purpose space, such as plazas, playgrounds, event areas for regular use of the space during non-peak times (see civic space design standards).
3. Use alternative surface areas designed to infiltrate stormwater.
4. Provide additional buffers and site open spaces to screen parking and provide more active usable outdoor spaces for people in relation to the streetscape, of at least a 10% increase in the open space or buffers and at least a 25% increase in the amount of landscape material required for the parking.

C. **Parking Reductions.** The parking required-suggested by Table 7-5 may be reduced depending on context, and according to the following strategies:

1. *Walkable Commercial Contexts.* In the B-1 and B-2 districts, any use under 2,000 square feet is exempt from providing on-site parking, and all other uses in the B-1 and B-2 districts may reduce the required on-site parking by 30% provided the project is designed in a compact, walkable format with smaller blocks and walkable streets as specified in Article 3.
2. *On-street Parking Credit.* All on-street parking within 600 feet of any lot frontage shall count towards the parking requirement at a rate of one space for every three on-street spaces. However, any on-street parking in front of residential lots shall not count for non-residential uses in the area.
3. *Bicycle Parking Credit.* All on-site bicycle parking designed and located according to Section 7.03.E may reduce the required vehicle parking at a rate of one space for every four bicycle parking spaces up to a maximum of 15% of the required vehicle parking.
4. *Public Parking Credit.* Any site within 600 feet of a public parking area may reduce the required vehicle parking at a rate of one space for every two public parking spaces.
5. *Deferral of Parking Space Requirements.* A portion of the required parking may remain unimproved until the Planning Commission or the Governing Body deems it necessary to adequately serve parking demand. The Planning Commission or Governing Body, whichever is charged with granting final approval, shall determine that the initial occupancy of the premises will be adequately served by the lesser number of spaces and a site plan shall indicate the location, pattern and circulation to and from the deferred parking spaces. Any approval shall specifically indicate what event will trigger the construction of any deferred parking. The area reserved for future parking shall be

brought to finished grade and shall be landscaped, and it shall not be used for any permanent purpose or structure unless a revised site plan and parking plan is approved.

- D. **Shared Parking.** Required parking may be reduced for any site containing multiple uses, or for adjacent sites with different uses according to Table 7-6. Any shared parking arrangement shall require an agreement among all landowners participating in the agreement to ensure access, joint use, maintenance, and other operational issues. A reduction program that differs from Table 7-6 may also be approved in association with the agreement upon preparation of the joint parking study for the sites and uses.

Table 7-6: Shared Parking

Use	Percentage of Required Parking by Time Period				
	Weekday		Weekend		All
	6 AM to 5 PM	5 PM to 1 AM	6 AM to 5 PM	5 PM to 1 AM	1 AM to 6AM
Employment	100 %	10 %	5 %	5 %	5 %
Retail or Service	75 %	75 %	100 %	90 %	5 %
Restaurant	50 %	100 %	75 %	100 %	25 %
Entertainment & Recreation	30%	100 %	75 %	100 %	5 %
Church	5 %	25 %	100 %	50 %	5 %
School	100 %	10 %	10 %	10 %	5 %
Dwellings	25 %	90 %	50 %	90 %	100 %
Lodging	50 %	90 %	75 %	100 %	100 %

- E. **Bicycle Parking.** All non-residential or multifamily uses within 1,000 feet of a designated bicycle route or trail shall provide bicycle parking spaces according to Table 7-7. For convenience and security, bicycle parking facilities shall be located near building entrances, shall be visible from the land uses they serve, and shall not be in remote automobile parking areas.

Table 7-7: Bicycle Parking

Activity	Required Spaces
Primary or secondary School	25% of the number of students; AND 10% of number of employees
Retail or office uses	10% of the required-suggested vehicle spaces.
Other Institutional or Entertainment uses	5% of the required-suggested vehicle spaces.
Industrial Uses	3% of the number of employees.
Residential	<u>0.54</u> per dwelling unit

7.04 PARKING LOT DESIGN

A. General Standards

1. All minimum ~~required~~-suggested parking shall be reserved and used for that purpose except for what may be permitted through a Conditional Use Permit or Temporary Use Permit.
2. All required parking shall be on-site except as specifically provided in Credits or Shared parking sections. Additionally, the Planning Commission may allow for a portion of required parking to be located off-site through a site plan review, provided it is within 300 feet of the subject site, it is in a comparable zoning district, and an agreement demonstrating rights and control of the off-site property is provided.
3. All on-site parking lots shall provide a sufficient amount of barrier free accessible spaces, meeting the Americans with Disabilities Act guidelines for quantity, design and location.
4. All parking and access areas shall be designed to adequately address drainage and runoff, including curb, gutters and inlets, or any other drainage strategy approved by the Director of Public Works to support best management practices to minimize runoff and encourage infiltration of storm water.
5. All parking and access lighting shall meet the site design standards in Article 7.
6. In areas zoned other than A-1, R-1, or R-2, all parking areas and driveways shall be surfaced with a permanent bituminous or Portland cement concrete pavement meeting the standards and specifications of the City of Lansing.
7. In areas zoned A-1, R-1, or R-2, and not a part of a platted subdivision, all parking areas and driveways with one of the following options:
 - a. A permanent bituminous or portland cement concrete pavement meeting the standards and specifications of the City of Lansing.
 - b. Not less than a 4-inch-thick layer of compacted rock or gravel, however the first 50' adjacent to any public roadway is required to be surfaced with a permanent bituminous or portland cement concrete pavement, and all areas must meet the standards and specifications of the City of Lansing.
8. The Director of Public Works may approve alternate surfaces that demonstrate superior stormwater management performance and sufficient durability and long-term maintenance is demonstrated, for any area of the city.

B. Location. On-site parking shall be designed and located in a manner that mitigates negative impacts on streetscapes and adjacent property. Table 7-8 provides general location, size and landscape requirements. These requirements may be modified by specific standards applicable to specific zoning districts in Article 5 and Article 6.

Table 7-8: Parking Location, Size, and Landscape Requirements

<i>Spaces per Block</i>	<i>Front</i>	<i>Side</i>	<i>Rear</i>
<i>200 or more</i>	* Must be broken into smaller parking blocks.	* Must be broken into smaller parking blocks.	10% Internal Landscape Islands; AND 12' Perimeter Buffer.
<i>150 - 199</i>	* Must be broken into smaller parking blocks	10% Internal Landscape Islands; AND 12' Perimeter Buffer.	8% Internal Landscape Islands; AND 10' Perimeter Buffer.
<i>100 - 199</i>	8% Internal Landscape Island 10' Perimeter Buffer; AND 20' Front Setback Buffer	8% Internal Landscape Islands; AND 10' Perimeter Buffer.	5% Internal Landscape Islands; AND 8' Perimeter Buffer
<i>50-99</i>	8% Internal Landscape Islands; 10' Perimeter Buffer; AND 20' Front Setback Buffer	5% Internal Landscape Islands; AND 8' Perimeter Buffer	8' perimeter buffer
<i>20-49</i>	5% Internal Landscape Islands; AND 8' Perimeter buffer;	5% Internal Landscape Islands; OR 8' Perimeter Buffer	No requirement other than 6' setback

3. **Pedestrian Amenities.** Site plans shall include amenities that enhance safety and convenience and promote walking or bicycling as an alternative means of transportation. Site amenities may include bike racks, drinking fountains, canopies and benches. Sidewalks and internal circulation shall be separated from moving vehicles to the extent feasible with curbs, landscape buffers, curbside parking, and limited cross-walks.
 4. **Crossings.** All driveways and alleys shall generally intersect with sidewalks on the perimeter of the block at the sidewalk grade, and the material and construction of the sidewalk shall continue across the drive. For drive aisles and internal access streets, the vehicle grade may interrupt the sidewalk. Where the pedestrian crossing exceeds 24 feet, cross-walks or other features to identify pedestrian crossings may be required. Design features such as bump outs, raised crossings, medians or other landscape and urban design amenities that emphasize the pedestrian crossing and shorten the distance pedestrians cross dedicated vehicle ways may be considered.
- D. **Traffic Impacts.** Wherever the Director of Public Works determines that the above requirements will adversely impact the function of the transportation network in the vicinity of the site, either due to traffic impacts of the proposed use, or the design of the access in relation to the street scape, alternative access standards may be required to better meet the intent of this section. In addition, any specific access management study or plan for a portion of the city may alter the application of these standards and guidelines.

7.03 PARKING

- A. **Vehicle Parking Rates.** Table 7-5: Parking Guidelines provides suggested minimum parking rates of all similar uses. Where the classification of the use is not determinable from the table, the Director shall determine the appropriate classification based on industry guides and the most similar use in terms of scale, function and operation. The follow criteria shall be used in interpreting the table:
1. A rate based on employees shall consider maximum number of employees likely to be on-site at one time.
 2. A rate based on square footage shall consider the service area open to the public or patrons, or leasable floor area. Where this number is not easily or readily determined, 85% of gross floor area may be used.
 3. A rate based on seating shall consider total number of seats. Where this number is not easily or readily determined, or is otherwise flexible it may be based on capacity of common formats and layouts of buildings based on industry standards.
 4. A rate based on capacity shall be the maximum permitted under public safety and building codes
 5. Where a rate results in a fraction, round up to highest whole number.
 6. Where uses or sites have components of different uses (i.e. hotel with a restaurant), each component calculated under most applicable rate.

Table 7-5: Parking Guidelines

Residential Dwellings	
Boarding or Rooming House	1 per bedroom
Hotel or Motel	2 per unit
Mobile Home Parks	2 per unit
Nursing Homes, Rest Homes	1 per 5 beds
Single Family Home	2 per unit
Multi-Unit Residential	2 per unit
Civic / Institutional	
Religious Institutions	1 per every 6 seats
Elementary, Junior High and Equivalent Parochial and Private Schools	2 per classroom
High Schools, Colleges, Universities and Other Similar Public or Private Institutions of Higher Learning	8 per classroom
Hospitals	1 per every 1.5 beds
Nursery Schools and Day Care Centers, Public or Private	1 per employee; AND 1 per 500 sq. ft. floor area
Fraternal Associations	1 per every 4 seats
Commercial / Industrial	
Automobile, Truck, Recreational Vehicle and Mobile Home Sales and Rental Lot	1 per 3,000 sq. ft. lot
Automobile Salvage Yards	1 per employee AND; 10,000 sq. ft. storage area
Laundromats	1 per every 2 machines
Financial, Business, and Professional	1 per 400 sq. ft. gross floor area
Bowling Alleys	4 per bowling lane
Cartage, Express, Parcel Delivery and Freight Terminal Establishments	1 per 2 employees* AND; Vehicles maintained
Automobile Wash	3 per washing stall
Funeral Homes and Mortuaries	1 per 4 seats
Furniture and Appliance Stores, Household Equipment or Furniture Repair Shop	1 per 400 sq. ft. floor area
Adult Entertainment Uses	1 per every 2 occupants
Manufacturing, Production, Processing, Assembly, Disassembly, Cleaning, Servicing, Testing or Repairing of Goods, Materials, or Products	1 per 3 employees
Medical and Dental Clinics or Offices	1 per 400 sq. ft. floor area
Restaurants, Private Clubs and Taverns	1 per 4 seats
Retail Stores and Shops	1 per 400 sq. ft. floor area
Service Stations	1 per employee

Table 7-5: Parking Guidelines

	2 per service bay
Theaters, Auditoriums, and Places of Assembly with Fixed Seats	1 per 4 seats
Warehouse, Storage and Wholesale Establishments	1 per 4 employees
All Other Business and Commercial Establishments Not Specified Above	1 per 400 sq. ft. floor area

B. **Maximum Parking.** No use shall provide more than 20% more than the minimum suggested parking without documented evidence of actual parking demand based on studies of similar uses in similar contexts. In addition, any parking permitted over 20% shall require mitigating potential impacts of more parking through one or more of the following strategies:

1. Provide shared parking for other uses on the block or adjacent blocks according to Section 7.03.D.
2. Design all parking areas over the minimum as dual purpose space, such as plazas, playgrounds, event areas for regular use of the space during non-peak times (see civic space design standards).
3. Use alternative surface areas designed to infiltrate stormwater.
4. Provide additional buffers and site open spaces to screen parking and provide more active usable outdoor spaces for people in relation to the streetscape, of at least a 10% increase in the open space or buffers and at least a 25% increase in the amount of landscape material required for the parking.

C. **Parking Reductions.** The parking suggested by Table 7-5 may be reduced depending on context, and according to the following strategies:

1. *Walkable Commercial Contexts.* In the B-1 and B-2 districts, any use under 2,000 square feet is exempt from providing on-site parking, and all other uses in the B-1 and B-2 districts may reduce the required on-site parking by 30% provided the project is designed in a compact, walkable format with smaller blocks and walkable streets as specified in Article 3.
2. *On-street Parking Credit.* All on-street parking within 600 feet of any lot frontage shall count towards the parking requirement at a rate of one space for every three on-street spaces. However, any on-street parking in front of residential lots shall not count for non-residential uses in the area.
3. *Bicycle Parking Credit.* All on-site bicycle parking designed and located according to Section 7.03.E may reduce the required vehicle parking at a rate of one space for every four bicycle parking spaces up to a maximum of 15% of the required vehicle parking.
4. *Public Parking Credit.* Any site within 600 feet of a public parking area may reduce the required vehicle parking at a rate of one space for every two public parking spaces.
5. *Deferral of Parking Space Requirements.* A portion of the required parking may remain unimproved until the Planning Commission or the Governing Body deems it necessary to adequately serve parking demand. The Planning Commission or Governing Body, whichever is charged with granting final approval, shall determine that the initial occupancy of the premises will be adequately served by the lesser number of spaces and a site plan shall indicate the location, pattern and circulation to and from the deferred parking spaces. Any approval shall specifically indicate what event will trigger the construction of any deferred parking. The area reserved for future parking shall be

brought to finished grade and shall be landscaped, and it shall not be used for any permanent purpose or structure unless a revised site plan and parking plan is approved.

- D. **Shared Parking.** Required parking may be reduced for any site containing multiple uses, or for adjacent sites with different uses according to Table 7-6. Any shared parking arrangement shall require an agreement among all landowners participating in the agreement to ensure access, joint use, maintenance, and other operational issues. A reduction program that differs from Table 7-6 may also be approved in association with the agreement upon preparation of the joint parking study for the sites and uses.

Table 7-6: Shared Parking

Use	Percentage of Required Parking by Time Period				
	Weekday		Weekend		All
	6 AM to 5 PM	5 PM to 1 AM	6 AM to 5 PM	5 PM to 1 AM	1 AM to 6AM
Employment	100 %	10 %	5 %	5 %	5 %
Retail or Service	75 %	75 %	100 %	90 %	5 %
Restaurant	50 %	100 %	75 %	100 %	25 %
Entertainment & Recreation	30%	100 %	75 %	100 %	5 %
Church	5 %	25 %	100 %	50 %	5 %
School	100 %	10 %	10 %	10 %	5 %
Dwellings	25 %	90 %	50 %	90 %	100 %
Lodging	50 %	90 %	75 %	100 %	100 %

- E. **Bicycle Parking.** All non-residential or multifamily uses within 1,000 feet of a designated bicycle route or trail shall provide bicycle parking spaces according to Table 7-7. For convenience and security, bicycle parking facilities shall be located near building entrances, shall be visible from the land uses they serve, and shall not be in remote automobile parking areas.

Table 7-7: Bicycle Parking

Activity	Required Spaces
Primary or secondary School	25% of the number of students; AND 10% of number of employees
Retail or office uses	10% of the suggested vehicle spaces.
Other Institutional or Entertainment uses	5% of the suggested vehicle spaces.
Industrial Uses	3% of the number of employees.
Residential	0.5 per dwelling unit

7.04 PARKING LOT DESIGN

A. General Standards

1. All minimum suggested parking shall be reserved and used for that purpose except for what may be permitted through a Conditional Use Permit or Temporary Use Permit.
2. All required parking shall be on-site except as specifically provided in Credits or Shared parking sections. Additionally, the Planning Commission may allow for a portion of required parking to be located off-site through a site plan review, provided it is within 300 feet of the subject site, it is in a comparable zoning district, and an agreement demonstrating rights and control of the off-site property is provided.
3. All on-site parking lots shall provide a sufficient amount of barrier free accessible spaces, meeting the Americans with Disabilities Act guidelines for quantity, design and location.
4. All parking and access areas shall be designed to adequately address drainage and runoff, including curb, gutters and inlets, or any other drainage strategy approved by the Director of Public Works to support best management practices to minimize runoff and encourage infiltration of storm water.
5. All parking and access lighting shall meet the site design standards in Article 7.
6. In areas zoned other than A-1, R-1, or R-2, all parking areas and driveways shall be surfaced with a permanent bituminous or Portland cement concrete pavement meeting the standards and specifications of the City of Lansing.
7. In areas zoned A-1, R-1, or R-2, and not a part of a platted subdivision, all parking areas and driveways with one of the following options:
 - a. A permanent bituminous or portland cement concrete pavement meeting the standards and specifications of the City of Lansing.
 - b. Not less than a 4-inch-thick layer of compacted rock or gravel, however the first 50' adjacent to any public roadway is required to be surfaced with a permanent bituminous or portland cement concrete pavement, and all areas must meet the standards and specifications of the City of Lansing.
8. The Director of Public Works may approve alternate surfaces that demonstrate superior stormwater management performance and sufficient durability and long-term maintenance is demonstrated, for any area of the city.

- B. **Location.** On-site parking shall be designed and located in a manner that mitigates negative impacts on streetscapes and adjacent property. Table 7-8 provides general location, size and landscape requirements. These requirements may be modified by specific standards applicable to specific zoning districts in Article 5 and Article 6.

Table 7-8: Parking Location, Size, and Landscape Requirements

Spaces per Block	Front	Side	Rear
<i>200 or more</i>	* Must be broken into smaller parking blocks.	* Must be broken into smaller parking blocks.	10% Internal Landscape Islands; AND 12' Perimeter Buffer.
<i>150 - 199</i>	* Must be broken into smaller parking blocks	10% Internal Landscape Islands; AND 12' Perimeter Buffer.	8% Internal Landscape Islands; AND 10' Perimeter Buffer.
<i>100 - 199</i>	8% Internal Landscape Island 10' Perimeter Buffer; AND 20' Front Setback Buffer	8% Internal Landscape Islands; AND 10' Perimeter Buffer.	5% Internal Landscape Islands; AND 8' Perimeter Buffer
<i>50-99</i>	8% Internal Landscape Islands; 10' Perimeter Buffer; AND 20' Front Setback Buffer	5% Internal Landscape Islands; AND 8' Perimeter Buffer	8' perimeter buffer
<i>20-49</i>	5% Internal Landscape Islands; AND 8' Perimeter buffer;	5% Internal Landscape Islands; OR 8' Perimeter Buffer	No requirement other than 6' setback



PLANNING COMMISSION APRIL WORK SESSION MEETING

Council Chambers, 800 1st Terrace, Lansing, KS 66043
Wednesday, April 17, 2024, at 7:00 PM

MINUTES

CALL TO ORDER

The April work session meeting of the Lansing Planning Commission was called to order by Chairman Jake Kowalewski at 7:02 p.m.

ROLL CALL / QUORUM ANNOUNCEMENT-

In attendance were Chairman Jake Kowalewski, Commissioners Janette Labbee-Holdeman, Jerry Gies, Richard Hannon and Mike Suozzo. Commissioners Brian Payne and Nancy McDougal were not in attendance. Chairman Jake Kowalewski noted that there was a quorum present.

OLD BUSINESS-

1. Approval of Minutes, January 17th, 2024, Regular Meeting

Motion was made by Commissioner Labbe-Holdeman to approve the minutes as written, and it was seconded by Commissioner Gies. Motion passed 5-0.

NEW BUSINESS-

2. Case 2024-UDO-001: Minimum Lot Size, Accessory Dwelling Units & Parking Requirements

Staff was tasked with reviewing the Unified Development Ordinance (UDO) to recommend revisions that would open up opportunity for development within the City. Staff reviewed the UDO and returned with the following three revisions to promote Residential and Commercial property development within the City. The three revisions are: 1) Reduce the minimum lot size for the R-1 and R-2 zoning districts (UDO Section 4.02); 2) Open Accessory Dwelling Unit development (UDO Section 4.03 & 4.04); and 3) Amend the Required Parking ordinance (UDO Section 7.03)

The open hearing was opened at 7:04 pm. There was no public present and no discussion for the public hearing. The public hearing was closed at 7:05 pm.

1. Discussion started with Commissioner Labbe-Holding expressing her concerns about reducing the minimum of lot sizes. Commissioner Geis stated that there are no limited space issues in Lansing. Commissioner Hannon asked why we would need to limit size. Various discussions occurred about these issues among the Planning Commission members as well as the potential and options that could occur in the future. There was also discussion about what has worked in the past for other counties/cities and what would work best for the citizens of Lansing.

Motion was made by Commissioner Hannon for approval of reduction of the minimum Lot size requirement (R-1 and R-2) as presented and it was seconded by Commissioner Suozzo. Motion passed 4-1.

2. Discussion then began about Accessory Dwelling Units with Commissioner Geis, regarding shed sizes and garages, stating there can be no more than one per lot with the exception of ADU. It was stated that we should allow people to do, within reason, what they want on their property. Mr. Gentzler explained that we are keeping the requirement the rear coverage of thirty percent of your lot area, as is. There was then discussion about the size of the unit vs the percentage of lot space that it takes up, and which one should be allowed. There was further discussion on the different types and sizes of ADU's and what should or should not be allowed.

Motion was made by Commissioner Hannon to approve Accessory Dwelling Unit development ordinance and it was seconded by Commissioner Labbee-Holdeman. Motion passed 4-1.

3. Discussion was held about parking requirements for different zoning areas, and what the needs are vs. what we require for the use of those properties. The purposed amendment changes that the minimum parking requirements would become suggested parking requirements. Which allows businesses to dictate how much parking is needed to meet their customer demands. In this, we would establish maximum parking, just not requiring a minimum parking.

Motion was made by Commissioner Labbee-Holdeman to approve the amendment of required parking ordinances and it was seconded by Commissioner Suozzo. Motion passed 5-0.

NOTICES AND COMMUNICATIONS- None

REPORTS-

ADJOURNMENT-

Commissioner Hannon made a motion to adjourn the meeting, the motion was seconded by Commissioner Labbee-Holdeman and the meeting was adjourned by acclamation at 8:21 pm.

Respectfully submitted,
Melissa Baker, Secretary

Reviewed by,
Joshua Gentzler, Community and Economic Development Director

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Joshua Gentzler
 DATE: May 7, 2024
 SUBJECT: Ordinance No. 1112 – Amending City Code Section 8-306.

Overview: City Code Section 8-306 establishes the procedures for “Notice of violations; abatement; immediate hazard.” Currently, the code refers to K.S.A. 60-303(c) which specifically allows return receipt delivery (certified mail) to service notice of violations. The Code Enforcement division is currently limited in its ways of service and has proposed to expand the options available to be able to serve residents their notice of violations.

Staff is proposing to amend Section 8-306 A.4. to allow all methods allowed by K.S.A. 60-303, including return receipt delivery and personal and residence service.

Policy Consideration: Paragraph A.4. of Section 8-306 have been amended to reflect the full text of K.S.A. 60-303

Financial Consideration: n/a

Action: A motion to approve and adopt Ordinance 1112, An Ordinance Amending City Code Section 8-306 Authorizing Personal Service of Notice of Violations.

AGENDA ITEM # 9

ORDINANCE NO. 1112

AN ORDINANCE AMENDING CITY CODE SECTION 8-306 AUTHORIZING PERSONAL SERVICE OF NOTICE OF VIOLATIONS.

BE IT ORDAINED BY THE GOVERNMENT BODY OF THE CITY OF LANSING

SECTION 1. Chapter 8, Article 3, Section 306, Paragraph A. of the code of the City of Lansing, is hereby amended to read as follows:

Sec. 8-306 Notice of violations; abatement; immediate hazard.

4. Be addressed to and served upon the owner and/or occupant of the premises. Notice shall be deemed properly served in a manner as described in K.S.A. 60-303. If the notice is returned with an endorsement showing refusal to accept delivery then the notice may be sent by first-class mail addressed to the party to be served. If mailed, service shall be considered obtained three days after the mailing by first-class mail, postage prepaid, which shall be evidenced by a certificate of service. Mere failure to claim return receipt delivery is not refusal of service within the meaning of this subsection. If notice of violation cannot be served, service may be obtained by notice of publication by at least one publication in the official newspaper of the City of Lansing. Such publication shall contain the conditions and reason of said notice.

SECTION 2. EFFECTIVE DATE. This ordinance shall take effect from and after its passage, approval, and publication by summary in the official city newspaper.

PASSED AND APPROVED by the governing body of the city of Lansing, Kansas, this 16th day of May, 2024.

Anthony R. McNeill, Mayor

ATTEST

Tish Sims, City Clerk

(SEAL)

Publication Date: _____

Published: The Leavenworth Times

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: May 10, 2024
SUBJECT: Ordinance No. 1113 – Mobile Food Vending Policy Manual

Ordinance No. 1113 adopts the Mobile Food Vending Policy Manual for the purpose of establishing fees, regulations, and guidelines regarding mobile food vending in the City of Lansing. Attachment A is the policy and Attachment B is the proposed application.

Policy Consideration: Chapter 5 Article 5 Section 5 Mobile Food Vending has been added to reflect the policy for Mobile Food Vending.

Financial Consideration: N/A

Action: A motion to approve and adopt Ordinance No. 1113 - Mobile Food Vending Policy Manual and establish fees, regulations, and guidelines regarding mobile food vending in the City of Lansing, Kansas.

AGENDA ITEM # 10

AN ORDINANCE ADOPTING BY REFERENCE THE MOBILE FOOD VENDING POLICY MANUAL WITHIN THE CITY OF LANSING, KANSAS

WHEREAS,

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

Section 1. There is hereby adopted the Mobile Food Vending Policy Manual for the purpose of establishing regulations and guidelines regarding mobile food vending in the City of Lansing. The Manual and policies and procedures therein are on file with the office of the City Clerk, and the provisions thereof are hereby incorporated by reference as if fully set forth herein.

Section 2. Violation of the provisions of this Ordinance (including the Mobile Food Vending Policy Manual adopted hereby) shall be punishable under the general penalty provisions of the Lansing Municipal Code. Each day a violation occurs shall be determined to be a separate offense.

Section 3. Chapter 5, Article 2, Section 5-207(C) and all other Ordinances or sections of the Lansing Municipal Code which are in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be effective upon being published.

Section 5. This Ordinance is effective as of the date of signature unless amended by Ordinance.

PASSED AND APPROVED by the Governing Body of the city of Lansing, Kansas, this 16 day of May, 2024.

{SEAL}

Anthony R. McNeill, Mayor

Attest:

Tish Sims, City Clerk

APPROVED AS TO FORM:

Gregory Robinson, City Attorney

Published: Leavenworth Times

Publication Date:

City of Lansing, KS Mobile Food Vending Policy Manual

Agenda Item 10.

CITY OF
LANSING
KANSAS



Per Ordinance # _____
Effective _____, 2024

City Clerk
800 1st Terrace
Lansing, KS 66043

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Purpose

The City of Lansing establishes the Mobile Food Vending Policy Manual to support the growing mobile food vending businesses community. To incentivize mobile food vendors to continue providing much desired services to our area, the City of Lansing establishes standards to promote safe and healthy mobile food vending options.

Mobile food vendors are at our Fall Fest and Independence Day Celebrations and provide a variety of job opportunities, new food options, and create a draw for those looking to expand their business here in Lansing.

When properly licensed, mobile food vendors contribute to economic growth, community development, and culinary diversity, making them a valuable asset to our community. The City of Lansing looks forward to growing not only our brick and mortar businesses, but also our mobile vendors to enrich the whole community.

Definitions

The words and phrases in this section shall have the meanings given unless clearly indicated differently.

Applicant—A person applying to the City of Lansing to operate as a mobile food vendor.

Customer—Any person with whom a mobile food vendor conducts business, or any person who stops to contemplate conducting business with a mobile food vendor.

Food Vending Vehicle—Any vehicle used to sell food or beverages by a mobile food vendor including: food truck, mobile vehicle, trailer or cart.

Mobile Food Vendor—Any person who dispenses food or beverages from a food vending vehicle for immediate service and/or consumption.

Private Property—All property that is not public property that is privately owned.

Public Property—Any property owned and operate by the City of Lansing, including public right of ways.

Sell—To transfer or exchange for value, to expose or offer for sale or exchange, or to procure, store, keep or have in one's possession or control for the purpose of selling.

Mobile Food Vending Business License

No person may operate as a mobile food vendor in the City of Lansing without obtaining a mobile food vending license under this chapter and any other license or permits that may be required by other applicable state or county law. For special events, mobile food vendors may apply for a Temporary Special Event License which is only valid for the dates indicated on the application. In all other instances, a separate mobile food vending license shall be required for each food vending vehicle operated by a mobile food vendor. *The legal acquisition of a mobile food vending license does not permit mobile food vendors to operate during special events for which they are not a recognized vendor (e.g., Independence Day Celebration, Fall Fest, etc.)*

A violation of this Chapter may result in the suspension or revocation of a mobile food vending license and penalties as described in Article V of Lansing, Kansas Municipal City Code.

License Application and General Standards

Application requirements (Art 5; Sect 5-02):

An applicant may submit a paper or online application to the City of Lansing on a form provided by the City Clerk's office for a mobile food vending license. The application shall contain the following information:

- A. The applicant's name, address, email, and telephone numbers.
- B. The name, address, email, and telephone number of any associated entities or organizations that the applicant is representing and copies of documents verifying that relationship.
- C. The applicant's primary residence and/or business addresses.
- D. Whether the applicant was denied a permit/license to operate as a mobile food vendor or whether the applicant had a mobile food vending permit/license suspended or revoked and, if so, the reasons for the denial, suspension, or revocation.
- E. A copy of the business applicant's state sales tax certificate.
- F. A list of all vehicle permit numbers, vehicle descriptions, vehicle identification numbers, and vehicle registration for the food vending vehicles.
- G. Proof of vehicle insurance for the food vending vehicles.
- H. A copy or proof of any additional permits or permits required by the State, county, and or municipality for food vending vehicles to include license number, issue date, and expiration date.
- I. A copy of the State Health inspection passed within the last 12 months.
- J. Proof that mobile food vending vehicle is fully self-sufficient (i.e., no city services, including water or electric, will be provided).
- K. Expected hours of operation.

Food vending vehicle drivers requirements (Sect 5-503):

Any person who drives a food vending vehicle shall hold a current driver's permit with the classification/level required by the state for food vending vehicles.

Requests for information (Sect 5-504)

The applicant shall complete the application and provide additional documentation requested by the City of Lansing as required by this section. The applicant may submit one application for all vehicles requiring a permit but shall be charged a separate permit fee for each permit requested. Failure to submit a complete application may result in denial of a permit.

Issuance of Permit:

The City of Lansing shall issue a mobile food vending permit to the applicant upon submission of application and completion of successful city inspection.

Substitution of permitted food vending vehicles:

License are not transferable, nor shall a license authorize the activities permitted by any person other than the permittee, except that the sale of a food vending vehicle identified in a license application, when replace by another food vending vehicle on a one-for-one basis, will not invalidate the original license nor require a new license application. When replacing a food vending vehicle with another vehicle, the licensee shall provide the City of Lansing with all information required by this section.

Transfer of assets:

If a mobile food vendor transfers its mobile food vending business assets, the recipient of the assets shall, before operating, apply for and obtain a new mobile food vending permit from the City of Lansing.

Fees:

The City of Lansing is authorized to establish a schedule of fees for an initial mobile food vending permit of \$100 and yearly renewal fee of \$50. An applicant shall pay the license fee established by the City of Lansing unless otherwise exempted.

Unlawful conduct:

It is unlawful for any person to intentionally provide false information or to intentionally omit information on an application for a license. Intentionally providing false information or intentionally omitting information on an application for a license will result in denial of a license.

Mobile Food Vending Vehicle Operations

Compliance with State and Local Law

A mobile food vendor shall follow any applicable state and local laws, including without limitation all fire codes, zoning codes, occupational tax codes, and any other applicable state or local code provisions.

Location of operations

A mobile food vendor may operate in the following locations so long as a minimum of 24 hours advance notice is provided to the City of Lansing Community Development

Department:

Public Property

A mobile food vendor may operate on public property under the following circumstances after receiving a permit from the City:

1. On public property so long as the food vending vehicle is not parked within 20 feet of a crosswalk at an intersection.

However, food vending vehicles shall not park at the same location for more than three (3) consecutive calendar days (e.g., if a mobile food vendor begins operating on a Friday evening, the mobile food vending vehicle must be moved by end-of-day on Sunday.)

2. On public property within the C-2 Retail Business District so long as the location is requested by the adjacent property owner and/or organization(s) operating within the property. The mobile food vendor may then operate:

A. From legal parking stalls but may not operate from designated handicap parking stalls. This includes areas on public right-of-way not to exceed five parking spaces when parking parallel to the street.

**A mobile food vendor may only park parallel to the street and cannot park diagonally within a parking stall.*

**When operating on public property, a mobile food vendor is subject to the same parking rules, restrictions, and obligations that a commercial vehicle would be subject to if not used by a mobile food vendor.*

3. On public property at parking lots owned by the City of Lansing (adjacent to City Hall, 730 First Terrace, or other City Buildings and Parks) so long as the location is requested and approved by the City of Lansing Community and Economic Development Director and/or appropriately designated City Official.

**Food vending vehicles may only be parked in said parking lots with prior approval for the duration of an approved special event.*

Private Property

A mobile food vendor may operate on private property under the following circumstances after receiving a license:

1. The property is in a Commercial or Industrial Zoning District, and the vendor has written permission of the property owner and/or their designee;
2. The property is in a designated Residential Zoning District, and the mobile food vendor has written permission by a resident in that district to operate on their property for the purpose of serving food to that resident or their guests.
3. The vendor does not operate within the sight triangle of an intersection.

**A sight triangle is measured from the point of intersection of the centerline of the streets, 90 feet in each direction along the centerline of the streets. At the intersection of arterial streets, the 90-foot distance is increased to 120 feet.*

No interference with pedestrians or vehicles

A mobile food vendor shall not interfere with or obstruct the passage of pedestrians or vehicles along any street, sidewalk, or parkway.

Hours of operation

A mobile food vendor may only operate between the hours of 7:00am to 10:00pm, Sunday through Saturday, except for when operating as part of an approved special event.

Operational Standards

When operating, a mobile food vendor shall:

1. Comply with all existing code regulating lighting and signage and maintain a food vending vehicle in good operating order and visual appearance, including removing any graffiti that is not part of the overall design or art featured on the vehicle;
2. Park so that its service window faces the sidewalk.
3. Serve customers through its service window, except for when making reasonable accommodations for customers with disabilities;
4. Provide a waste receptacle for customers which is clearly marked and request its use by customers;
5. Pick up, remove, and dispose of all refuse within 25 feet of vendor's operating area during and at the conclusion of service. Refuse is not to be disposed of in City of Lansing public trash receptacles;
6. Submit to and pass any required health inspections; and
7. Displays its mobile food vendor license, health certificate, and any State of Kansas issued licenses in a conspicuous location in its operating window for public view.

A mobile food vendor **shall not provide patrons with tables or seating accommodations in the public right-of-way, which includes public streets, alleys, and sidewalks. Tables and seating may be provided at the discretion of the City of Lansing when operating at parking lots owned by the City.*

Food Safety and Serving Alcohol

Food hygiene standards

Mobile food vendors shall follow all food hygiene standards as regulated by the Kansas Department of Agriculture.

Food safety certification

At all times, at least one person working in a food vending vehicle must hold a current food safety certification.

Serving alcohol

Mobile food vendors shall **NOT** sell or serve alcohol on public property unless within an approved beer garden and the vendors is licensed by the Department Alcohol and Beverage Control to sell and/or serve alcoholic beverages.

Mobile food vendors may sell or serve alcohol on private property if the are licensed by the Department of Alcohol and Beverage Control to sell and/or serve alcoholic beverages.

License Denial, Suspension, Revocation, and Appeals

The City Administrator, Community and Economic Development Director, and/or the Chief of Police of the City of Lansing may deny, suspend, or revoke a license issued under this Chapter. A license may be denied, suspended, or revoked only for the following reasons:

1. Fraud, misrepresentation, or false statement contained in the application for a permit.
2. Fraud, misrepresentation, or false statement made in connection with the selling of food.
3. Any facts or conditions that would justify the denial of the original application.
4. One or more violations of the terms set forth by the Mobile Food Vending Policy Manual.

Any person who has been notified regarding the denial of their mobile food vending application may appeal to the Board of Zoning Appeals within 30 calendar days of receipt of said notice. Upon receipt of a request for a hearing, the Board of Zoning Appeals shall hold a hearing within 30 calendar days and issue findings of fact, conclusions of law and a decision.

When circumstances demonstrate that continued operation by a mobile food vendor poses imminent threat to the public's health and safety, the mobile food vendor is engaged in criminal behavior, or the mobile food vendor has violated the terms set forth by the Mobile Food Vending Policy Manual, the City of Lansing may immediately suspend or revoke a mobile food vending license. The mobile food vendor may request a hearing before the Board of Zoning Appeals regarding the suspension or revocation within thirty (30) calendar days of receiving notice of the suspension or revocation. Any hearing regarding the summary suspension or revocation of a license shall be held within 30 calendar days from the date the City of Lansing receives a mobile food vendor's request for a hearing. The Board of Zoning shall issue findings of fact, conclusions of law and a decision.

It is unlawful for a mobile food vendor whose license has been suspended or revoked to operate. If the City of Lansing suspends or revokes a license, the mobile food vendor shall immediately cease all food vending operations.

A mobile food vendor aggrieved by an order issued by the Board of Zoning Appeals may appeal the order to the Leavenworth County District Court.

The City of Lansing is excited to have new businesses joining our growing community. We look forward to working with you!



City of Lansing, KS

800 First Terrace
Lansing, KS 660403

913-727-3036 ph
913-828-4579 fax

www.lansingsks.org



MOBILE FOOD VENDING LICENSE APPLICATION

BUSINESS INFORMATION

Name of Business: _____

Business Telephone: _____

Business Address: _____
Street City State Zip Code

Mailing Address (if different): _____
Street City State Zip Code

Email address: _____ Website: _____

KS Sales Tax Number: _____ KS Food Establishment Number: _____

On-Site Manager Name: _____ Telephone: _____

APPLICANT INFORMATION

Owner Name: _____ Date of Birth: ____/____/____

Telephone (Day): _____ Telephone (Evening): _____

Driver's License # and State Issued: _____
Attach Copy

Vehicle Information (If operating from vehicle): _____
Year Make Model Color(s) State License #

Statement of Applicant (Ice Cream Vendor, Massage Establishment or Therapist Only): I have (), have not (), been convicted of any crime, misdemeanor, or violation of any municipal ordinances. If so, please provide the nature of the offense and the punishment or penalty assessed. _____

LICENSE INFORMATION
(LICENSE TYPES AND FEES ON REVERSE)

Detailed Description of Business, Organization, Trade: _____

Renewal: Yes No

I declare under penalty of false statement that, to the best of my knowledge and belief, the statements made herein are true and correct.

Signature: _____ Title: _____ Date: _____

No license shall be issued until the applicant or premise complies with all codes and ordinances of the City of Lansing. The Community Development Department may be contacted to schedule an inspection prior to license approval. The Police Department may also review this application prior to license approval.

FOR OFFICIAL USE ONLY:

Application Received By: _____ Cost: _____ License Period: _____
Signature Date

Police Signature: _____ Amount Received: _____ Cash Check Credit
Signature Date Additional Information: Insurance Attachment B

Community & Eco. Development Signature: _____ Cereal Malt Beverage Form Articles of Incorporation
Signature Date Copy of Photo Identification Copy of State License

Notify: Finance Public Works Police CED Dept. Additional Code Items Late Fee

Applicant must include:

- Proof of general liability insurance covering the mobile vending operation and vehicle with the City of Lansing listed as a certificate holder.
- Copy of valid driver’s license for operation of the class of vehicle identified in the application for any owner or employee who will be driving the identified vehicle.
- Copy of State Health Inspection
- Copy of applicant’s State Sales Tax Certificate
- Copy of any additional license or permit required by the state and/or county.

The applicant understands and agrees that the license issued will not be used or represented in any way as an endorsement of the applicant by the City of Lindsborg or by any department, officer, or elected or appointed official of the City.

No person whose duties include working upon the premises of the MFV rig is a registered sex offender, and the applicant has, subject to audit, performed the necessary background check of all such persons to ensure that the statement is correct.

When the MFV rig is not in use, it will be stored or parked in compliance with all ordinances and regulations of the City of and that failure by the applicant to legally store the MFV rig may result in the suspension or revocation of the applicant’s license.

I, _____ (print) , the applicant, or individual legally authorized to sign for the corporation or partnership, state that upon signing this application, I understand and agree to the statements above and to the provisions set forth in Mobile Food Vending Policy Manual of the City of Lansing, Kansas, and certify that the information and answers herein contained are complete and true to the best of my knowledge.

Signature _____

Date _____

Official Use Only

License #	Date Issued
Total Fee paid	Date of Expiration
Location of Operation	

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Tish Sims, City Clerk
 DATE: May 10, 2024
 SUBJECT: Ordinance No. 1114 – Approval of Fee Schedule

Ordinance No. 1114 adopts the updated fee schedule for service charges and fees for various departments. Attachment A summarizes the schedule. To implement the changes, a new fee schedule must be adopted by ordinance.

Changes:

Finance:

- Increased the Residential Refuse Collection Service Charges – Waste Management has increased their fees.

Business License:

- Food Service (Food Truck, Mobile Vehicle, Trailer, or Cart) – Added clarity for this type of license and lowered the renewal fee.
- Removed Contractors such as Lawn Care, Landscaper, Arborist and Tree Trimmer from the Business Licensing to Trade Licensing

Community and Economic Development:

- Moved Lawn Care and Arborist Licensing to Trade Licensing. No changes in fees
- Added fee for Sewer Hydraulic Analysis service - \$500.
- Removed Exam Sponsors – Trade Test. Service no longer provided.

Parks and Recreation

- Updated classification for Basketball activities and amended fees.
- Updated classification for Soccer (Spring & Fall) activities and amended fees.
- Updated classifications for Baseball/Softball/T-Ball activities and amended fees.
- Updated classifications for Flag Football activities and amended fees.
- Updated classifications for Cheerleading activities and amended fees.

Action: Staff recommends a motion to adopt Ordinance No. 1114.

AGENDA ITEM # 11

AN ORDINANCE AMENDING SERVICE CHARGES AND FEES FOR FINANCE, BUSINESS LICENSE, COMMUNITY AND ECONOMIC DEVELOPMENT AND FOR PARKS AND RECREATION THEREOF.

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

Section 1. That the service charges and fees for the department and division of Finance, Business License, Community and Economic Development and for Parks & Recreation thereof are hereby established. (See attachment A Schedule of Fees)

Section 2. That this ordinance shall take effect and be in force from and after its approval, passage, and publication in the official city newspaper as provided by law.

PASSED AND APPROVED by the governing body of the City of Lansing, County of Leavenworth, State of Kansas, this 16th day of May, 2024.

Anthony R. McNeill, Mayor

ATTEST

Tish Sims, CMC, City Clerk

APPROVED AS TO FORM:

Gregory Robinson, City Attorney

Published: Leavenworth Times
Publication Date:

ATTACHMENT A

SCHEDULE OF FEES

ACTIVITY CENTER		FEES
Classroom Rental		
Resident		\$5.00 per hour
Non-Resident		\$15.00 per hour
Deposit		\$75.00
Gym Rental		
Resident		\$15.00 per hour
Non-Resident		\$30.00 per hour
Deposit		\$150.00
ADMINISTRATION		FEES
Faxing		\$1.00 per page
Open Records Fees:		\$25.00 deposit
Open Records Research/Inspection Fees		\$18.00 per hour
Copies		\$0.25 per page
Email Electronic Documents/Videos		\$5.00 per email
Electronic Documents/Videos on USB		\$25.00 per USB
Notary Stamp		\$15.00 per stamp
Work Without A Permit Penalty		\$250.00/First Offense, \$500.00/Second Offense, \$1000.00 /Third and Subsequent Offenses
Reinspection Fee		\$75.00
BUSINESS LICENSES		FEES
License Fee for all Home Based Businesses		\$25.00
License Fee for all Non-Home Based Businesses		\$50.00
Late Fee for all Business Licenses - 30 days past due		\$10.00 per day
Adult Retail Business Licensing Fees:		
Adult Business License		\$500.00
Managers License		\$50.00
Employee License		\$20.00
Independent Contractor License		\$20.00
Alarm Company Licenses:		
Alarm Responses (False):		
1-3 False Alarms Responses		\$50.00 each
4-5 False Alarm Responses		\$100.00 each
Over 5 False Alarm Responses		\$200.00 each
Alcoholic Beverages:		
Cereal Malt Beverages:		
	Consumption on Premises/General Retailer	\$200.00
	Not for Consumption on Premises/Limited Retailer	\$50.00
	State Stamp Tax	\$25.00
	Application Fee to Change Location	\$25.00
	Temporary CMB License	\$50.00
	Occupation Taxes Levied To Manufacture Alcohol & Spirits	\$2,500.00
Occupation Taxes Levied To Manufacture Beer:		
	1-100 Barrel Daily Capacity or an part thereof	\$200.00
	100-150 Barrel Daily Capacity	\$400.00
	150-200 Barrel Daily Capacity	\$700.00
	200-300 Barrel Daily Capacity	\$1,000.00
	300-400 Barrel Daily Capacity	\$1,300.00
	400-500 Barrel Daily Capacity	\$1,400.00
	500 or More Barrel Daily Capacity	\$1,600.00
Occupation Taxes Levied To Manufacture Wine:		
	First Year's Operation	\$1000 paid in

Spirits, Wine, or Beer Distributor (first and each additional place of business operating in the city by the same license)		
Non-Beverage User:		
	Class 1 (not to exceed 100 gallons)	\$10.00
	Class 2 (not to exceed 1000 gallons)	\$50.00
	Class 3 (not to exceed 5000 gallons)	\$100.00
	Class 4 (not to exceed 10000 gallons)	\$200.00
	Class 5 (in excess of 10000 gallons)	\$500.00
Temporary Alcohol Liquor Permit		\$25 per day
Drinking Establishment		\$500.00
Private Clubs		\$500.00
Retail Liquor		\$500.00
Animals:		
Administrative Fee for Appeal		\$10.00
Auction:		
New Goods		\$25.00 per day
Other than New Goods		\$25.00 per day
Bath House or Massage Establishment:		
License Fee		\$300.00
Massage Establishment Renewal License Fee		\$150.00
Employee Permits		\$50.00
Carnivals and Circuses:		
Per Day		\$50.00
Per Week		\$250.00
Fireworks Stands/Retail Sale		\$500.00
Food Establishment License Fee		\$50.00
Food Service (Food Truck, Mobile Vehicle, Trailer, or Cart)		
Food Establishment License		\$50.00
General Business License		\$50.00
Mobile Food Vendor License (Initial Application)	Must supply copy of State Health inspection, State License, Proof of Insurance	\$100.00
Mobile Food Vendor License Renewal Fee	Must supply copy of State Health inspection, State License, Proof of Insurance	\$50.00
Ice Cream Vendor		\$75.00 per vehicle
Kennel License		\$25.00
Pawnbroker or Precious Metal Dealer License Fee		\$25.00
Solid Waste & Construction Disposal Refuse Collector		\$25.00 per truck
Special Use Permit		\$50.00
Temporary Special Event Permits:		
Types requiring Administrative Approval		\$50.00
Type 5 Permit & others requiring Government Body Approval		\$100.00
Tent Shows and Meetings		\$25.00
Tow Lot Conditional Use Permit		\$500.00
Transient Vendor License:		
Per day	Maximum 2 weeks in one calendar year.	\$30.00 per vendor
7 consecutive days (one week)	Maximum 2 weeks in one calendar year.	\$200.00 per vendor
COMMUNITY CENTER		FEES
Cleaning/Damage Deposit		\$75.00
Set-up Fee - Room 1, Room 2, and Room 2 with Kitchen Access		\$25.00 per event
Set-up Fee - Both Rooms 1 and 2 with Kitchen Access		\$50.00 per event
Selling or Serving Alcohol - Off Duty Officer Retainer Fee		\$35.00 per hour
Tier I - Residential Rates:		
Room 1 or Room 2 (No Kitchen Access)		\$20.00 per hour
Room 2 with Kitchen Access		\$25.00 per hour
Room 1 & 2 with Kitchen Access		\$30.00 per hour
Tier II - Non-Residential Rates:		
Room 1 and Room 2 (No Kitchen Access)		\$35.00 per hour
Room 2 with Kitchen Access		\$45.00 per hour
Room 1 & 2 with Kitchen Access		\$50.00

Tier III - Lansing Civic Organizations***	
Room 1 or Room 2 (No Kitchen Access)	\$10.00 per hour
Room 2 with Kitchen Access	\$15.00 per hour
Room 1 & 2 with Kitchen Access	\$20.00 per hour
***501c3 Designation Required	
COMMUNITY AND ECONOMIC DEVELOPMENT	FEES
Appeals	\$75.00
Blasting Application Fee	\$500.00
Comprehensive Plan/Zoning Ordinance - Electronic Copy	\$35.00
Comprehensive Plan/Unified Development Ordinance - Paper Copies	\$45.00
Conditional Use Permit:	
Application (Renewed every 5 years)	\$150.00
Maps	\$25.00
Nuisance Fees	
First Remediation Administrative Fee	\$100.00
Second Remediation Administrative Fee	\$150.00
Further Remediations Administrative Fee	Increases an additional \$100.00 for each offense
Chronic Nuisance Annual Monitoring Fee	\$300.00
Occupational and Trade Licenses:	
Occupational License Fee (Construction other than trade licenses)	\$100.00
Oil & Gas:	
Permit Filing Fee	\$300.00
Processing Fee (if permit is refused or withdrawn)	\$200.00
Parkland Fees:	
Residential Development Parkland Fee	\$400.00 per residential unit
Commercial/Industrial Development Parkland Fee	\$0.10 per sq. ft. of lot area
Permits:	
Building Permits (Other)	\$15.00 minimum
Demolition Permits	\$150.00
Electrical Permit	150.00 (New Single Family)
Fence Permits	\$100.00
Lawn Sprinkler System Permit	\$17.00
Mechanical Permit	\$60.00 (New Single Family)
Moving of Structure	\$250.00
Plumbing Permit	\$75.00 (New Single Family)
Pool Permits	\$20 less than 1000 gal. \$100.00 1000 gal. or more
In-Ground Electrical	\$45.00
Above Ground Electrical	\$17.00
Temporary Sign Permits	\$50.00
Sign Permits	\$100.00
Sign Permits with Electric	\$150.00
Planned Developments:	
Preliminary Plan	\$5.00 per Lot/\$300.00 Minimum
Final Plan	\$5.00 per Lot/\$300.00 Minimum
Plats:	
Administrative Plat	\$150.00
Preliminary Plats	\$5.00 per Lot/\$300.00 Minimum
Final Plats	\$5.00 per Lot/\$300.00 Minimum
Re-inspection Fee	\$75.00
Sewer Hydraulic Analysis Added Service	\$500.00
Sewer Connection Fees:	
Private Sewer Connection Fee (Septic)	\$400.00
Sewer Hook-up Residential	\$3,000.00
Sewer Hook-up Commercial	\$3,500.00
Sewer Hook-up Industrial	\$4,500.00
Site Plans:	
Administrative Site Plan	\$150.00
Site Plan	

Trade Licenses		
Electrical & Plumbing:		
*Contractor plus Master		\$125.00
*Master		\$25.00
*Journeyman		\$10.00
*Apprentice		\$5.00
Mechanical:		
*Contractor plus Master		\$125.00
*Master		\$25.00
*Installer		\$10.00
Exam Sponsors - Trades Test	Service no longer provided.	\$50.00
Arborist and/or Lawncare:		
*Arborist License Fee		\$30.00
*Tree Trimmer		\$30.00
*Lawncare License Fee		\$30.00
*Arborist/Lawncare License Fee		\$30.00
*Arborist Dead Tree Removal License		\$30.00
Utility Service Deposit (Refundable after 1 year)		\$75.00
Residential Refuse Collection Service Charge	Rate Increase effective 06.01.2024	\$19.00
Residential Refuse Collection Service Charge (Senior)	Rate Increase effective 06.01.2024	\$17.00
Sewer Usage Fee (Residential)		See Ordinance No. 977
Sewer Usage Fee (Commercial)		See Ordinance No. 977
LANSING COMMUNITY LIBRARY		FEES
Fax		\$1.00 per page
Black and White Copies/Prints		\$0.10 per page
Color Copies/Prints		\$0.25 per page
Processing Fee for broken cases, missing dust jacket, barcode, labels		\$3.00
Replacement fee for lost library card		\$1.00/ First time request is free
Lost or damaged item		Replacement value of item listed in system
Collections Processing Fee		\$25.00
Notary Stamp		\$15.00 per stamp
PARKS AND RECREATION		FEES
*Basketball		\$50.00/\$60.00 Non-Resident of USD 469
*Soccer (Spring and Fall)		\$40.00/\$45.00 Non-Resident of USD 469
*Baseball Softball T-Ball		\$45.00/\$50.00 Non-Resident of USD 469
*Flag Football		\$50.00/\$60.00 Non-Resident of USD 469
*Cheerleading		\$35.00/\$40.00 Non-Resident of USD 469
**Field Rental Fee per Day		
Per Field/No Lights		\$75 per day
Per Field/With Lights		\$100 per day
Field Rental Deposit		\$75.00
*Non-Residents pay \$5.00 more for programs under \$50.00 and \$10.00 more for programs over \$50.00. Late registration fees are \$10.00 per child up to a total of \$20.00 per family per sport.		
** Rentals subject to the requirements of the Special Event Application. Kenneth W. Bernard Park baseball/softball fields are not included at this fee.		
PUBLIC WORKS		FEES
Driveway/Sidewalk in ROW		\$25.00
Floodplain Development Permit		\$100.00
Lawn Sprinkler System in ROW		\$25.00
Permit for Temporary Right-of-Way Use		\$100.00
Stormwater Discharge Application Filing Fee		\$100.00
Utility Permit Base Fee		\$50.00
Linear Utility Fee		\$25.00 per block
* No fee for work performed by Franchisee's own employees		

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: May 15, 2024
SUBJECT: Resolution B-6-2024

A Resolution supporting the application to the Kansas Department of Transportation for funding the Lansing Trail from 4H Road to Lansing High School submitted by City Administrator Timothy Vandall and authorize the Mayor's signature.

Action: A motion to approve Resolution B-6-2024 and authorize the Mayor's signature, as presented.

AGENDA ITEM # 12

RESOLUTION B-6-2024

For a Transportation Alternatives Program Application and Maintenance Commitment

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF LANSING, KANSAS, TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS FOR THE LANSING TRAIL FROM 4H ROAD TO LANSING HIGH SCHOOL PROJECT IN LANSING, KANSAS AND AUTHORIZING THE MAYOR TO SIGN THIS APPLICATION.

Whereas, the City of Lansing, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

Whereas, the City of Lansing, Kansas, is submitting an application to the Kansas Department of Transportation for Transportation Alternatives (TA) Program funds in the amount of \$3,011,850.00 as outlined in KDOT’s Transportation Alternatives Program Guidance & Application Packet for Federal Fiscal Year 2025-26; and

Whereas, the City of Lansing, Kansas, is participating as an eligible Project Sponsor in the Kansas Department of Transportation’s TA Program; and

Whereas, Federal monies are available under a Transportation Alternatives Program, administered by the State of Kansas, Department of Transportation, for the purpose of creating and promoting the planning and development of active transportation facilities and programs in Kansas; and

Whereas, the City of Lansing, Kansas, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

Whereas, after appropriate public input and due consideration, the Governing Body of the City of Lansing, Kansas, has recommended that an application be submitted to the State of Kansas for the Lansing Trail from 4H Road to Lansing High School project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Lansing, Kansas:

SECTION 1. That the City of Lansing, Kansas, does hereby authorize the Timothy Vandall, City Administrator, to submit an application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of the City of Lansing, Kansas.

SECTION 2. That the City of Lansing, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for all non-reimbursable expenses, e.g. ROW, utilities, etc. for the Lansing Trail from 4H Road to Lansing High School project is available, as the Transportation Alternatives Program is a reimbursement program.

SECTION 3. That the City of Lansing, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the Lansing Trail from 4H Road to Lansing High school project will be available for the life of the project.

SECTION 4. That the City of Lansing, Kansas, hereby assures the Kansas Department of Transportation that the City of Lansing, Kansas, will have title or permanent easement to the Lansing Trail from 4H Road to Lansing High School project by the time of project letting, if necessary.

SECTION 5. That the CEO of City of Lansing, Kansas, is authorized to sign the application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of City of Lansing, Kansas. The CEO is also authorized to submit additional information as may be required and act as the official representative of the City of Lansing, Kansas, in this and subsequent related activities.

SECTION 6. That the City of Lansing, Kansas, hereby assures the Kansas Department of Transportation that the City of Lansing, Kansas, is willing and able to, if the Lansing Trail from 4H Road to Lansing High School project is selected for funding, administer all activities involved with the Lansing Trail from 4H Road to Lansing High School project.

ADOPTED AND PASSED by the Governing Body of the City of Lansing, Kansas, this 16 of May, 2024

Chief Elected Official: Mayor Anthony McNeill (print)

_____ (sign)

ATTEST: <Seal>

_____ (sign)

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: May 15, 2024
SUBJECT: Executive Session – Economic Development

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

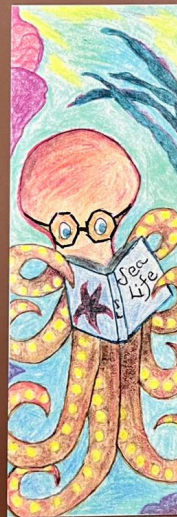
AGENDA ITEM # 13

CITY OF LANSING LIBRARY

APRIL 2024 UPDATE



Agenda Item 14.



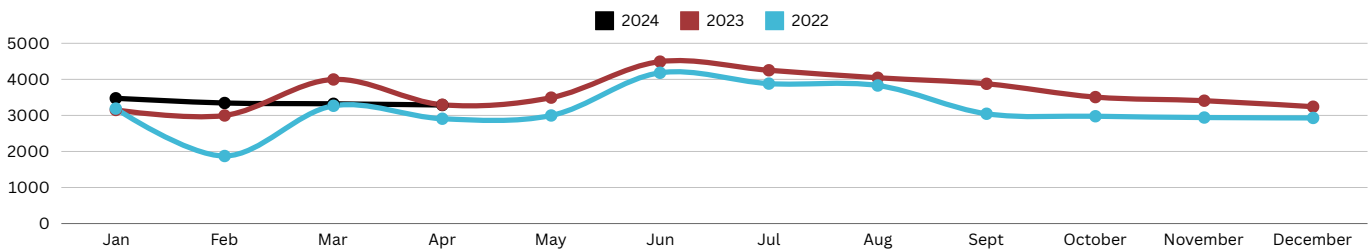
PICK UP YOUR FAVORITE BOOKMARK CONTEST WINNER AT THE LIBRARY

A MESSAGE FROM THE DIRECTOR



We are excited to announce the winners of our Annual National Library Week Bookmark Contest - congratulations Jonah, Maddie, and Susan! The Friends of the Library Annual Book Sale went well. Just over \$3300 was raised to support the Summer Reading Program. We are thankful for the Parks & Rec Department and all of the volunteers that made this such a success.

MONTHLY CIRCULATION: PHYSICAL & DIGITAL CHECKOUTS



A SNAPSHOT OF LIBRARY USAGE FOR APRIL 2024

1877
PATRON VISITS



124
PATRONS PARTICIPATED IN
19 PROGRAMS




2301
PHYSICAL CHECKOUTS




987
DIGITAL CHECKOUTS



IN 2024...

6,892 PEOPLE 
have visited the library

13,440 ITEMS 
borrowed, digital and physical

6,022 SESSIONS 
logged for wi-fi and public computer usage.

724 CHILDREN 
received take-home craft kits, sponsored by the Friends of the Library

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

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Comments
2023	Ram	1500	SSV Pickup	1432	1,860	428	
						0	
						0	
						0	
						0	
Total						428	

Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2018	Advance	SC1500	AutoScrubber Floor Machine	69.77	71.66	1.89	Community Center Cleaning
2018	Kubota	ZG227-A	Mower	341.3	351.1	9.8	
2021	Kaivac	1750	Cleaning Machine	12.1	12.8	0.7	
						0	
						0	
						0	
Total						12.39	

Lansing Community and Economic Development Department

Monthly Fleet Report

Month April **Year** 2024

Vehicles

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2015	Dodge	Journey	A6545	SUV	84,422	-	-	In the shop
2019	Ford	Ecosport	A4358	SUV	12,239	12,754	515	KTag- KTA. 02497157
2022	Dodge	Ram	D100764	1500 Pick up Truck	6,480	6,920	440	

Parks and Recreation Fleet Report April 2024

Vehicles:

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
2006	Dodge	Caravan	Minivan	55,324	55,699	375	AC/Parks use	
2014	Ford	F-350	Dump Truck	25,853	26,137	283.6	Parks maintenance	
2016	Jeep	Patriot	SUV	67,795	67,833	38	Activity Center use	
2017	Chevrolet	Silverado	Truck	26,862	27,764	902	Parks maintenance	
2018	Ford	F-350	4-DR Crew	41,908	43,321	1,413	Parks maintenance	
Total						3011.60		

Equipment:

Year	Make	Model	Description	Hours Start	Hours End	Hours used	Current Use	Comments
1992	Massey Ferguson	1020	Tractor	1990.1	1990.1	0	Parks maintenance	
2005	Kubota	F3060	Mower	428.2	434.2	6	Parks maintenance	
2007	Turbo Tool Cat	5600	Utility Vehicle	1324.6	1327.6	3	Parks maintenance	
2012	Wright	ZK	Stander Mower	1206.8	1212.9	6.1	Parks maintenance	
2016	ABI	Force	Infield Groomer	384	388.4	4.4	Parks maintenance	
2017	Kubota	ZD1211	Mower	1043.5	1064	20.5	Parks maintenance	
2018	Polaris	Ranger	Utility Vehicle	503.3	518.7	15.4	Parks maintenance	
2019	Exmark	LZ 72	Mower	768.4	768.4	0	Parks maintenance	<i>OUT FOR REPAIR</i>
2019	Emark	LZ 96	Mower	324	334.3	10.3	Parks maintenance	
2020	Kubota	ZD1211	Mower	499.1	535.1	36	Parks maintenance	
2022	Wright	ZK	Stander Mower	54.3	59.1	4.8	Parks maintenance	
2024	Cushman	Hauler Pro Elite	Golf Cart	2.7	2.7	0.00	Parks maintenance	
Total						106.5		

Lansing Police Department
 Vehicle Fleet End of Month Report

Apr-2024

Unit	VIN Last 4	Year	Make/Model	Mileage as of 4/1	Mileage as of 5/1	Miles Driven	Assigned/ Current Use	Future Use	Comments
1	9291	2023	Dodge Durango	6284	6775	491	Chief	Chief	Limited use Chief
2	4459	2021	Dodge Durango	14512	14693	181	Captain	Captain	Limited use Captain
3	6163	2017	Dodge Charger	98380	99002	622	Lieutenant	Lieutenant	Limited use Lieutenant
4	Reserved								
5	Reserved								
6	9963	2023	Dodge Durango	9637	11186	1549	Patrol	Sergeant	
7	Reserved								
8	Reserved								
9	Reserved								
10	4004	2018	Ford Explorer	38012	38621	609	SRO	SRO	Limited use SRO
11				0	0	0			
12	5335	2019	Dodge Durango	45829	48435	2606	Patrol	Patrol	
13	6270	2017	Dodge Charger	87742	88813	1071	Patrol	Patrol	
14	5064	2022	Dodge Ram	15341	15584	243	Patrol	Patrol	
15	4580	2021	Dodge Durango	36817	38610	1793	Patrol	Patrol	
16	4003	2018	Ford Explorer	43931	43931	0	Patrol	Patrol	Battery Dead
17	5063	2022	Dodge Ram	14631	15259	628	Patrol	Patrol	
18	4458	2021	Dodge Durango	42340	43856	1516	Patrol	Patrol	
				Mileage Total:		11309			

**Lansing Public Works Department
Monthly Fleet Report**

Month April Year 2024

Vehicles

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2022	Dodge	Ram 2500	B3859	Pick-up	2,979	3,062	83	
1998	Ford	1/2 ton	48091	Pick-up	73,601	73,733	132	
2005	Sterling	LT 8500	64614	Dump Truck	63,659	63,661	2	
2007	Elgin	Crosswind J+	70295	Street Sweeper	7,437	7,514	77	
2017	Chevrolet	3500	88437	Pick-up Truck	38,031	38,409	378	
2011	International	7400	75269	Dump Truck	24,479	24,492	13	
2016	Ford	F350 4x4	88468	One-ton Dump Truck	22,105	22,167	62	
2013	Ford	Explorer	80551	SUV	84,691	84,419	-272	
2020	Chevrolet	3500	A8914	One-ton Dump Truck	9,623	9,627	4	
2005	Mack	Granite	B0282	Dump Truck	55,721	55,721	0	
2005	Ford	Ranger	57932	LT- Pick-up Ext	53,307	53,307	0	

Equipment

Year	Make	Model	Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH	Grader	5,189	5,189	0	
2004	IR	DD-24	Asphalt Roller	326	327	1	
2006	IR	185	Air Compressor	242	244	0	
1997	Bobcat	763	Skid Steer	2,376	2,377	1	
2014	Case	580 SNWT	Backhoe	2,153	2,155	2	
2002	Crafco	110	Crack Sealer	902	902	0	
2009	Case	465	Skid Steer	857	859	2	
2018	John Deere	5065E	Tractor	262	262	0	
2018	Vermeer	BC1000	Chipper	22	22	0	
2022	Case	SV280B	Skidsteer	102	108	6	
2023	Bobcat	CT5558	Tractor	16	27	11	

April

City Influent	29.79 MG	City Avg Daily	.993 MGD
LCF Influent	4.43 MG	LCF Daily Avg	0.148 MG
Total Biosolids	1.15 MG	Precip	5.13 inches

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1999	Sterling	Vactor	Jet Truck	8613	8657	44	Collection System	
2012	Chevrolet	Tahoe	SUV	114301	114438	137	Ops/Maint.	
2019	Ford	F250	Pick Up Truck	12327	12560	233	Ops/Maint.	
2019	Ford	F250	Flatbed Truck	5412	5487	75	Ops/Maint.	
2023	Polaris	Ranger	Ops Utility	361	391	30	Operations	
2023	Polaris	Ranger	Maint Utility	183	210	27	Maintenance	
2005	Freightliner	M2106	Dump Truck	27603	27697	94	Biosolids Disposal	
Total						640		

Equipment

Year	Make	Model	Description	Hours Start	Hours Ending	Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	996	996	0	Plant Activities	
1999	Sterling	Vactor	Jet Truck	231	231	0	Collection System	
2004	John Deere	7920	Tractor	1386	1386	0	Biosolids Disposal	
2004	Case	621D	Loader	2593	2596	3	Operations	
2023	Polaris	Ranger	Ops Utility	118	129	11	Operations	
2023	Polaris	Ranger	Maint Utility	77	84	7	Maintenance	
2006	JCB	531-70	Telehandler	727	728	1	Plant Activities	

City Administrator's Report
May 16, 2024

Agenda Items:

At the March 28th work session the Council spoke with representatives from the Leavenworth County Humane Society. The contract presented in March proposed a \$63,000/year expense for animal impound services. After multiple meetings and negotiations, we believe all parties can live with \$42,000/year on an initial three-year contract. This City currently pays approximately \$21,000/year split between LCHS and Leavenworth Animal Control. The services provided by LCHS can be offset since the Animal Control Officer position has been vacant for an extended period of time. Ms. Blackdeer from the LCHS will be present with any questions from the Council.

A contract with GBA for the design of relocating a sewer in the Ida/Gamble area is on the agenda. The fees for design are listed at \$86,919 (with a contingency of 5%). This project will reroute sewers from the 43-year-old 21" sewer interceptor to a new 36" interceptor that was installed as part of the 7 Mile Creek Action Plan. The rerouting is necessary due to a lack of flow along the existing line, resulting in insufficient velocity in the sewer lines in the area.

As discussed at the April work session, staff is proposing to work with GBA to conduct an Inflow and Infiltration Study in the area of Lansing formerly known as the Town of Progress, just south of the old LCF and east of K7. GBA has provided Tony Zell a proposed contract of \$125,955 (with a contingency of 5%) to conduct the work.

Ordinance No. 1109 amends lot size minimums in R-1 and R-2 zoning districts. It should be noted that these modifications are lot minimums, and if a developer wanted to construct a subdivision with larger lots that would be allowed and accepted. This change was recommended by the Planning Commission by a 4-1 vote, with the minutes included in the agenda materials. Updates to the minimum lot standards are included in the agenda materials.

Ordinance No. 1110 amends the Unified Development Ordinance (UDO) to allow Accessory Dwelling Units (ADUs) by right. ADUs are currently allowed in Lansing but require a Conditional Use Permit (Table 4.2, UDO). This modification will allow ADUs without a Conditional Use Permit; however, the property owner would still be required to acquire a building permit and the structure would need to meet all standards within the UDO, and HOA if applicable. Additionally, the ADUs must be of a similar building material as the main structure. For instance, an ADU could not be a metal building if the main façade of the home is stucco. ADUs are becoming more prevalent around the country in the wake of the housing shortage,

with several cities in the KC metro recently enacting similar rules. This change was recommended at the Planning Commission level with a 4-1 vote.

Ordinance No. 1111 removes minimum parking requirements and was discussed with the City Council at the February work session and recommended with the Planning Commission at their April meeting by a 5-0 vote. We have had some recent examples of commercial development in the last few years where property owners mentioned our parking requirements were a bit strenuous, which has resulted in parking lots that are too large. If approved, this would allow the property owner to determine the appropriate amount of parking required for their business.

Ordinance No. 1112 amends the City Code and authorizes personal services of notice of violations. This ordinance expands the ways in which staff can issue a notice of violation to residents to all methods allowed by K.S.A. 60-303

https://www.ksrevisor.org/statutes/chapters/ch60/060_003_0003.html.

Ordinance No. 1113 adopts the Mobile Food Vending Policy Manual for the purpose of establishing fees, regulations, and guidelines for food trucks in Lansing. A copy of the proposed manual and application are in the agenda packet.

Ordinance No. 1114 updates the fee schedule. Some of the more noteworthy fee changes include an increase in monthly trash service from \$18/month to \$19/month, modest increases to Parks & Recreation programs, updating the arborist lawncare fees, and implementation of a sewer hydraulic analysis for new development.

A 15-minute executive session for economic development is on the agenda for Thursday evening.

A proclamation for Public Works Week is on the agenda.

Wastewater:

Construction of the McIntyre Sewer Project continues and is well ahead of schedule. To date, 5,716' out of 9,110' has been installed, along with 25 of the 36 manholes. This project is scheduled for substantial completion in November of 2024. This project will be paid for partially by a GO Bond, a \$1.3Million grant from the State of Kansas, and Leavenworth County also contributed \$240,000 for design.

The Town Center Sewer Replacement Project is set to go to bid in September of this year, with construction to take place afterward. This project is expected to take 120 days.

The City Council was briefed on the Ida/Gamble Sewer Project at the April work session. Staff will work with GBA to develop the scope for the project and negotiate a fee for design. The

project will relocate sewers near this intersection that are oversized for current flows to the new 7 Mile 36” interceptor. It is anticipated this project will be bid with the Town Center Sewer Project this fall, which will allow the City to save money on mobilization.

Community & Economic Development:

We anticipate dirt work to begin for the apartment complex on West Mary Street in late May. The initial phase of the project will involve removing a significant amount of dirt from the site, which will take 4-6 weeks to complete. Linaweaver Construction is the subcontractor for site work on the project.

Closing for the parcel the City is purchasing from the Catholic Church is now slated for the end of May.

Staff has been reviewing the future land use map based on several of the properties discussed at the April work session. A copy of the Future Land Use Map can be found at the link below: <https://gis.lansingks.org/apps/29e66ee7ab8f4e83a2566418843c0556/explore> . Feel free to review the map and staff will go over some of the different properties mentioned at the June 6th City Council meeting.

Public Works:

The storm drain and asphalt work on Valley Drive in the Stonecrest subdivision was completed in late 2023. The pipe liner near the creek and church was completed recently. The tentative date for Linaweaver Construction to begin the final portion of the project is May 29th. This repair will close 4H Road temporarily. Prior to the closure, staff will post updates about the detour.

Based on discussion at the January 25th work session, we will likely delay the box culvert repairs on 147th Street to 2025. The goal of this delay is to not have two major roads in close proximity closed concurrently during the summer of 2024.

Staff has followed up with a property owner about completing the drainage project on Robin Road. Unfortunately, the failing pipe is not within an easement since there was no drainage easement established when Sherwood Forrest was platted as a county-subdivision in the 1980s. In order for the City to complete this project, the property owner would need to grant a utility easement.

Our Public Works team held a preconstruction meeting with JM Fahey Construction to begin discussing the timeline for our summer road improvements. We anticipate curb demolition in targeted areas to begin this week, with paving slated to start in mid-July. The crosswalk requested by USD469 will be a part of the capital improvement plan this summer.



City of Lansing
800 First Terrace
Lansing, Kansas 66043

Update on ARPA Funds:

A summary of the total amount received from the federal government, and what we have spent the funds on is below. The ARPA funds need to be committed by 12-31-2024 and spent by 12-31-2026. ARPA funds can be used for fire equipment.

- \$1,823,526.76 American Rescue Plan Act Funds Received
- \$800,000 High Speed Internet in Lansing
- \$90,822 Sewer Improvements near Fairlane
- \$80,000 Sewer Improvements near First Terrace
- \$35,000 Economic Development Data (Buxton)
- \$314,667.73 Water Line Center Drive
- \$503,037.03 ARPA Funds Remaining

YTD Sales Tax Update:

The final year-end sales tax updates are below.

	2023 YTD	2024 YTD	Difference
Local Sales & Use Tax (1.9%)	\$701,082	\$882,977	\$181,895, 25.94%*
County Sales Tax	\$320,110	\$290,983	-\$29,127, -9.09%
County Use Tax	\$122,827	\$126,315	\$3,488, 2.84%
Guest Tax	\$29,980	\$25,113	-\$4,867, -16.23%

*Additional .45% sales tax for aquatic center began July 2023.

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%**
- **1%** Community Improvement Dist. (Mainstreet Chrysler Dodge Jeep Ram property only)

The special sales tax to pay for the Aquatic Center has generated \$211,914 through the first four months of the year. The special sales tax to pay for DeSoto Road and Bernard Park Improvements also generated \$211,914 (both special sales taxes are for the same amount, .45%). Both of these special sales taxes are on pace to generate \$635,742 this year, which pays off the debt for both projects.



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Meetings & Announcements:

Our broker for employee benefits received bids for health insurance. The best rate we received was to renew with United Healthcare at a rate increase of 5.58%, or about \$2,100/month.

There are currently openings for Parks & Recreation Facility Maintenance, Seasonal Parks & Recreation Laborer, and Police Office (I/II). There is one opening on the PRAB and numerous openings on the Building and Plumbing Trade Boards of Appeal.

- Wednesday, May 15th Planning Commission Meeting, 7:00pm, City Hall
- Thursday, May 16th City Council Meeting, 7:00pm, City Hall
- Monday, May 27th Memorial Day, City Offices Closed
- Thursday, May 30th Work Session, 7:00pm, City Hall
 - Budget Updates for 2024
- Thursday, June 6th City Council Meeting, 7:00pm, City Hall
- Wednesday, June 19th Planning Commission Meeting, 7:00pm, City Hall
- Thursday, June 20th City Council Meeting, 7:00pm, City Hall
- Thursday, June 27th Work Session, 7:00pm, City Hall
 - Budget Briefing & Compilation
- Saturday, June 29th Firework Celebration! Lansing High School Parking Lot
- Thursday, July 4th Independence Day-City Offices Closed
- Thursday, July 11th Make Up City Council Meeting, 7:00pm, City Hall

Sincerely,

Tim Vandall