

CITY COUNCIL REGULAR MEETING

Council Chambers, 800 1st Terrace, Lansing, KS 66043 Thursday, April 04, 2024 at 7:00 PM

AGENDA

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

1. Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

OLD BUSINESS

2. Sexual Assault Awareness Month Proclamation

NEW BUSINESS

- 3. Citizen's Academy Graduation
- 4. MARC Funding Application
- 5. 2024 Pavement Preservation Program (Mill & Overlay) Bids
- 6. Archdiocese Addition Lot 2 Purchase
- 7. Leavenworth County Humane Society

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

8. City Administrator Report

PROCLAMATIONS

9. National Library Week

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.

TO: Tim Vandall, City Administrator

FROM: Tish Sims, City Clerk

DATE: March 28, 2024 SUBJECT: Approval of Minutes

The Regular Meeting Minutes of March 21, 2024 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of March 21, 2024, as presented.

CITY OF LANSING

CITY COUNCIL MEETING

REGULAR MEETING MINUTES March 21, 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: Kevin Gardner and Gene KirbyWard 2: Don Studnicka and Marcus MajureWard 3: Kerry Brungardt and Jesse GarveyWard 4: Dan Clemons and Pete Robinson

Councilmembers Absent:

<u>OLD BUSINESS</u>:

The Regular Meeting minutes of March 7, 2024, were provided for review.

Councilmember Kirby made a motion to approve the Regular Meeting Minutes of March 7, 2024, as presented. Councilmember Studnicka seconded the motion. No discussion took place.

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

Audience Participation:

Presentations:

Child Abuse Prevention Month Proclamation was presented to Deborah Liles, Volunteer Recruiter with First Judicial District CASA Association, by Mayor McNeill and Councilmember Majure.

Presentation from Lisa Haack, Executive Director, LCDC discussing the structure, funding of the program, their approach to economic development, and how that affects Lansing. Ms. Haack also discussed with council how the cost sharing has worked in the past and current expectations by businesses for industrial based locations.

Waste Management Discussion – John Blessing with Waste Management discussed the smart truck implementation, a recycling presentation for citizens at the library, and the proposed rate increase for trash services. Discussion continued with the council and Finance Director Beth Sanford regarding response times, customer service issues, and educating the public about proper waste disposal.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Appointment of Trade Boards of Appeals Member

Thomas Lauhon has agreed to fill vacant seats on both the Plumbing Board of Appeals and the Building Board of Appeals. Mr. Lauhon's term will be from March 21, 2024, to November 30, 2025.

Councilmember Brungardt made a to appoint Thomas Lauhon to fill a vacant seat on the Plumbing Board of Appeals and the Building Board of Appeals with both terms ending November 30, 2025. Councilmember Clemons seconded the motion. No discussion took place.

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

Resolution B-5-2024

A Resolution extending the termination date of the Inter-local Agreement from June 15, 2024, to December 31, 2024, at 11:59 PM.

Councilmember Majure made a motion to approve Resolution B-5-2024 as presented. Councilmember Clemons seconded the motion. Councilmember Gardner thanked City Administrator Tim Vandall, Mayor McNeill, and Councilmember Majure for their efforts.

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

Executive Session – Preliminary Discussion of the Acquisition of Real Property

Councilmember Kirby made a motion to go into Executive Session for the preliminary discussion of the Acquisition of Real Property, K.S.A. 75-4319(b)(6) for 10 minutes, beginning at 7:50 PM and returning to the Council Chambers at 8:00 PM and to include the Governing Body, City Administrator, City Attorney and Public Works Director. Councilmember Brungardt seconded the motion.

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

Councilmember Kirby made a motion to return to Open Session at 8:00 PM. Councilmember Robinson seconded the motion. No binding action was taken.

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

REPORTS:

Department Heads: Nothing to report.

City Attorney: Nothing to report.

City Administrator: The first council meeting in July falls on July 4. After discussion with the council, July 11 will be the date of the first meeting in July.

A draft of what Shockey Consulting calls their placemat was on the screen. It shows the city's draft vision statement, guiding principles, some of the projects, and the top priorities that came up during

the strategic planning session. A copy will be emailed to the council, and feedback would be appreciated.

After meeting with representatives from Leavenworth County, the City of Leavenworth, and Kansas City Area Transit Authority, normally they would do a study or formal survey that could cost \$30,000. Since it would be extending an existing service, KCATA thought it would be reasonable to skip the survey and study. If the city decides to do a study or survey, there is a grant program that would pay about 80% of the cost. The setup fee to extend the boundaries would be about \$4,000. There appears to be a long wait for the vans and buses to provide the service. While starting in January may not be possible, it can still be discussed during the budget season. A possible timeline was estimated at 12-18 months. Discussion with council continued regarding pursuing a survey versus a study to gauge interest in the program.

The Centre Drive lights are on.

MidAmerica Regional Council is currently having their call for projects. Lansing has four different roadway projects that are on the metropolitan transportation plan. Those are the four roads where we could apply for grants. If the city applies, it could extend Gilman to 147th close to the high school, extend 147th from 4-H to McIntyre, Desoto Rd from Ida to 4-H, or redo 4-H and the roundabout. The least expensive estimate was still \$8 million. Even with grant funding, the city would still be responsible for 20% of that cost. Federal grant money takes a few years to filter down. The city would have time to plan for whatever project was preferred. A letter of intent regarding any application must be submitted by the first week of April. It can be discussed at the work session next week. The application would not be due until June or July.

Governing Body:

Councilmember Garvey: Nothing to discuss.

Councilmember Robinson: Nothing to discuss.

Councilmember Clemons: Nothing to add.

Councilmember Brungardt: Nothing to discuss.

Councilmember Studnicka: Nothing to discuss.

Councilmember Gardner: Thank you, Mr. Lauhon, for volunteering and LCDC for coming in. It's outstanding what's going on over at the library.

Councilmember Kirby: Nothing to add.

Councilmember Majure: Great meeting tonight.

Proclamation: Military Saves Month Proclamation

ADJOURNMENT:

Councilmember Majure made a motion to adjourn. Councilmember Brungardt seconded the motion. No discussion took place.

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

The meeting was adjourned at 8:14 PM.

ATTEST:

City Clerk Tish Sims, CMC

TO: Tim Vandall, City Administrator

FROM: Tish Sims, City Clerk

DATE: March 29, 2024

SUBJECT: Proclamation – Sexual Assault Awareness Month Proclamation

The City was approached by the Alliance Against Family Violence to sign a proclamation declaring the month of April as Sexual Assault Awareness Month.

Policy Consideration: N/A

Financial Consideration: N/A

Action: None

Agenda Item 2.



Sexual Violence Awareness Month Proclamation

WHEREAS sexual violence is a widespread, preventable, public health problem, and the problem crosses all economic, racial, gender, educational, religious, and societal barriers; and

WHEREAS sexual violence is any sexual act that is perpetrated against someone's will, which includes sexual assault, rape, unwanted touching, threatened sexual violence, and verbal sexual harassment: all types of sexual violence involve victims who do not consent, are unable to consent, or refuse to allow the act; and

WHEREAS over half of women and nearly 1 in 3 men, experience some form of contact sexual violence in their lifetimes; and

WHEREAS One incident of rape is reported to Kansas law enforcement every 7 hours, 19 minutes, 6 seconds; over 5,300 people receive services for sexual assault from Kansas victim advocacy organizations each year; and

WHEREAS these statistics do not represent the true prevalence of sexual violence due to underreporting; and

WHEREAS victims should have help to find the compassion, comfort, and healing they need, with access to medical and legal services, counseling, transitional housing so that they can; and

WHEREAS it is important we must strive to create strong, connected communities that take care of one another and make decisions to ensure the safety and well-being of others to end sexual violence; and

WHEREAS we encourage victims to seek free and confidential assistance from the Alliance Against Family Violence Hotline (913-675-7217)

NOW, THEREFORE, I, Mayor Anthony McNeill, City of Lansing Mayor, do hereby proclaim April 2024 as NATIONAL SEXUAL VIOLENCE AWARENESS MONTH in the City of Lansing and urge all citizens to recognize this month.

Anthony R. McNeill, Mayor
Tish Sims, City Clerk

TO: Tim Vandall, City Administrator

FROM: Ken Miller, PIO DATE: March 29, 2024

SUBJECT: Citizens' Academy Graduation

Explanation: On April 4, 2024, nine (9) participants will graduate from the fourteenth (14th) annual Lansing Citizens' Academy. The Citizens' Academy provides an interactive experience for participants to learn about the functions and responsibilities of each City department. Participants meet with the Mayor and City staff members and learn about ways to volunteer on City boards and commissions.

Classes were held monthly from Sept. 2023 – March 2024. Sessions were led by staff, often taking place at the appropriate City facility. Each session lasted about two hours and class attendees were given an opportunity to rate each presentation.

Staff recommends the City offer the program again in 2024-2025.

This year's Citizens' Academy graduates are:

Andrew Crawford Darcell Crawford Andrew See Chase Spears Gabrielle Fletcher Jonathan Howell Ryan Norman Sandra Lang Will Coyne

Policy Consideration: None

Financial Consideration: The costs are minimal and include folders, handouts, and snacks for the participants at sessions. The participants also receive plaques to signify their graduation from the program.

Action: Staff is requesting that Mayor McNeill present plaques to the graduates. PIO Miller will be available to assist.

AGENDA ITEM # 4

TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works 2/28/2024

DATE: April 4, 2024

SUBJECT: MARC Funding Application for 4H Road

Background: The Mid America Regional Council (MARC) has issued their call for projects for the upcoming round of federal suballocated funding. The 4H road corridor was identified as project #1034 under the Connected KC 2050 Long Range Transportation Plan (LRTP). The roundabout has been submitted twice before with no success.

Policy Consideration: This time, we are looking at submitting the entire road corrido, including the roundabout and 10' multi use trail as a "complete street" to MARC for suballocated STP funding.

Financial Consideration: The construction cost for this project was estimated at \$5.6M in 2019. The LRTP has a projected cost of \$8.74M. Using a 30% local match, construction expenditures will be approx. \$2.6M. Additionally engineering design and property acquisition is the burden of the applying jurisdiction, and with a recommended budget of \$800k. Local costs would begin in 2025, with the construction costs anticipated in 2027.

Action: Direct staff to submit LRTP Project #1034 for funding considerations to include the roundabout at DeSoto and a 10' multi use trail for MARC suballocated federal funding.



Primary Project Mode: Highway/roadway

Project Purpose: * System expansion (added capacity) * System preservation, rehabilitation or replacement * System operations and management)

Project Description: This project will include the reconstruction of the rural-type, two-lane 4-H Road to current standard three-lane facility to accommodate growing traffic demand. It also includes construction of a ten-foot bicycle path and five-foot pedestrian sidewalk in accordance with Trails Master Plan and city policy. Primary users include motorists, pedestrians, and bicyclists. Construction of bioswales will be included where efficient.

Scope: This project will connect with our current project located between 4-H Road and McIntyre Road and scheduled traffic roundabout project at 4-H Road and 147th Street. The project is approximately one mile and will restructure the roadway from two lanes to three lanes and will connect with our current project in design for a traffic calming roundabout project at 4-H Road and 147th Street.

Funding Source: KS Local

Total Budget in 2019 Dollars: \$5,600,000

Total Budget in Year of Expenditure dollars (YOE): \$8,736,000

Decade: 2030

Application Score: 36

Constrained / Illustrative: Constrained

Priority: Low

Adds Capacity: Yes

Legend

4-H Rd Reconstruction Location

Parcels

Project # 1034 4-H Road Reconstruction (K-7 to DeSoto Road)

600 1,200 ⊐ Feet



TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works 2/29/24

DATE: April 4, 2024

SUBJECT: 2024 Pavement Preservation Program (Mill & Overlay) Bids

The bids for the 2024 Mill & Overlay are listed below:

Contractor:	Base Bid	Alt. #1 (147th Street)	Alt. #2 (Centre Drive) Alt. #3 (Lois Alley)	Alt.#4(Mary X-walk) Base	+ Alt4
McAnany Construction	\$ 789,221.30	\$ 155,616.20	\$ 286,828.25 \$ 21,414.00	\$ 3,982.00 \$79	93,203.30
Little Joe's	\$ 799,949.50	\$ 149,242.40	\$ 314,541.10 \$ 19,775.00	\$ 7,000.00 \$80	06,949.50
J.M. Fahey Construction	\$ 733,907.80	\$ 138,680.00	\$ 294,524.80 \$ 16,900.00	\$ 10,000.00 \$74	43,907.80
Newland Paving Co	\$ 849,361.60	\$ 150,709.40	\$ 333,673.16 \$ 20,225.00	\$ 6,720.00 \$8	56,081.60
Engineer's Estimate	\$ 896,778.00	\$ 190,532.00	\$ 323,786.50 \$ 24,500.00	\$ 8,000.00 \$90	04,778.00

Policy Considerations: The bids were solicited in accordance with the City of Lansing Purchasing Policy, opened, and read aloud at 1:30pm on Thursday, March 27, 2024

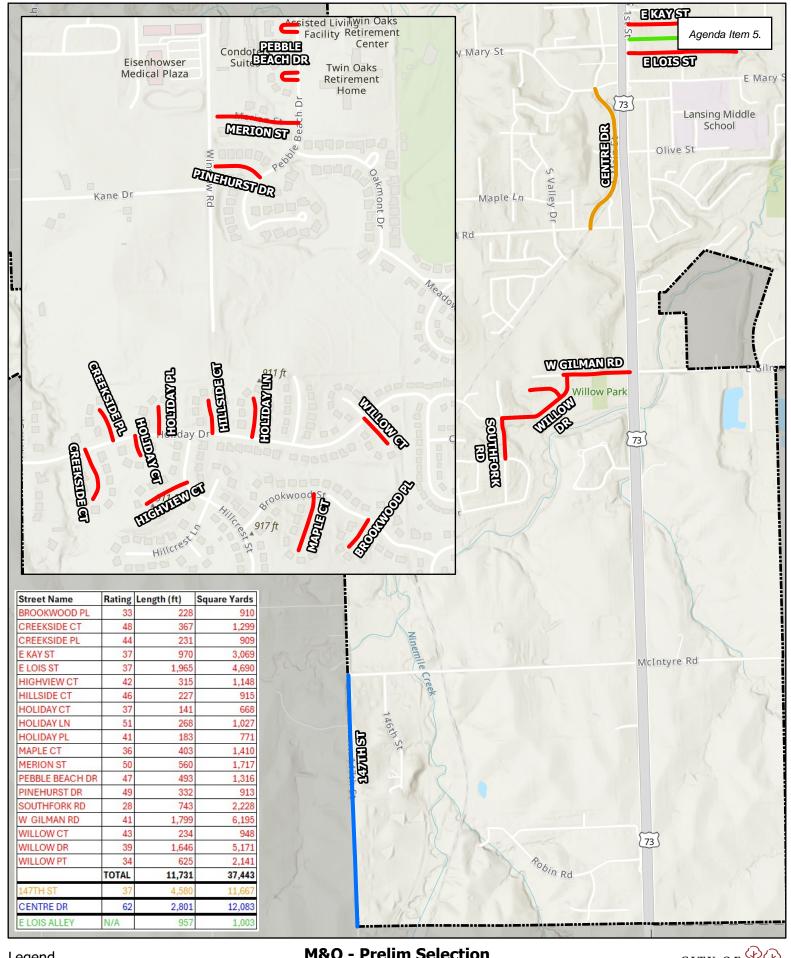
Financial Considerations: The City of Lansing Capital Improvement Fund 70 has the following line items: 70-010-43320 Street Contract \$800,000

PW Recommends accepting the Base Bid at \$733,907.80 with the Alternate #4 at \$10,000.

NOTE: PW will prepare a separate project to replace the curbs along center drive later this year, with the intention of adding the Mill & Overlay to the CIP for 2025. This action will remove the striping from the current plan for this year.

Action:

Accept the bids and unit prices as presented and award the 2024 Mill & Overlay project base bid, and Alternate #4 (Mary Street Crosswalk) bid, to J.M. Fahey Construction. Total project cost with 5% contingency not to exceed \$781,104.



Legend

Proposed Base Bid - 11,731 LF

Proposed Alternate 1 - 2,801 LF

Proposed Alternate 2 - 4,580 LF

*Total LF for all: 20,069

*Total SY for all: 62,197

Alley - 957 LF

M&O - Prelim Selection 2024

0 2,000 4,000 Feet

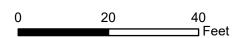




Truncated Red Dome Panel Crosswalk Landing

W Mary Crosswalk Landing





TO: Tim Vandall, City Administrator

FROM: Joshua Gentzler

DATE: April 3, 2024

SUBJECT: Archdiocese Addition Lot 2 Purchase

Overview: Saint Francis De Sales has offered to sell Lot 2 of Archdiocese Addition, a 37.37-acre lot, to the City. This lot is located at the corner of De Soto and Mary Street and offers an opportunity for the City to be the controlling interest of the development of the north side of Mary Street from De Soto to Bittersweet.

Policy Consideration: N/A

Financial Consideration: The agreement between the City and the Roman Catholic Archdiocese Of Kansas City In Kansas is for \$67,000.

Action: Staff recommends a motion to approve the purchase of Lot 2 of Archdiocese Addition for a total of \$67,000 from the Roman Catholic Archdiocese Of Kansas City In Kansas.

1. 27.50' SE TO CUT "+" IN TOP OF CURB

2. 72.17' NNE TO CUT "+" IN TOP OF CURB

3. 49.75' W TO MAG NAIL AND SHINER IN UTILITY

DECEMBER 28TH, 2023

87.87

154.40'

S48° 33′ 27″W

S82°46′36″W

С9

88.66' | 620.55

154.46' | 954.25'

AGREEMENT

FOR

PURCHASE AND SALE

OF REAL ESTATE

This Agreement for Purchase and Sale of Real Estate ("Agreement") is made and effective this day of March, 2024 by and between the following parties:
Seller or Sellers:
The Roman Catholic Archdiocese of Kansas City, Kansas;
referred to collectively as Seller or Sellers for purposes of the Agreement; and
referred to collectively as delicit of delicits for purposes of the Agreement, and
Buyer or Buyers: City of Lansing, Kansas; a municipal corporation recognized by the State of
Kansas;
individually and collectively referred to as Buyer of Buyers for purposes of this Agreement.
Note: This Agreement for Purchase and Sale of Real Estate is a legally binding Contract, please review it before signing.

-1-

WITNESSETH:

In consideration of the covenants made each to the other, as herein set forth, Seller shall sell and convey title and Buyer shall purchase, on the terms and conditions hereinafter set forth the following described real estate situated in Leavenworth County Kansas, to-wit:

Lot Two in the Archdiocese Addition of the City of Lansing, Kansas

together with all the permanent improvements, fixtures and appurtenances thereto belonging (the property) pursuant to the terms, conditions and requirements of this Agreement as hereinafter set forth.

- **1. Purchase Price**. The full consideration and purchase price for the property is \$67,000.00 which amount shall be paid as follows:
 - a. An initial deposit in the sum of \$1,000.00 upon the signing of this agreement, said sum (the deposit) to be paid and held in escrow with the hereinafter named escrow agent, subject to the terms of this agreement.
 - b. The sum of \$66,000.00 to be paid to the escrow agent, in certified funds, wire transfer, or intra-bank transfer to escrow agent's account, on or before the time of closing.
- **2.** <u>Title</u>. Seller shall convey marketable fee simple title to the property to Buyer, free and clear of all liens, encumbrances, defects and burdens, by a properly executed general warranty deed in recordable form, EXCEPT and subject to the following permitted exceptions. The permitted exceptions are:
 - a. Easements, Restrictions, Covenants, and Rights of Way of Record, which would not be deemed by a reasonable person or practice and usage in the county where the property is located to impair the use of the property for farming and/or ranching.
 - b. Zoning Ordinances of Record, if any.
 - c. Exceptions waived or deemed waived by Buyer, in accordance with the terms of this Agreement.
- 3. Proof of Title. Seller shall promptly request the issuance of a standard owners' policy of title insurance, (American Land Title Association- ATLA- form) from a title company authorized to do business in Kansas, in favor of Buyer which will insure Buyer against loss or damage to the extent of the purchase price by reason of defects in Seller' title to said real estate excepting minerals per the standard ATLA form and further subject to the above listed exceptions. Such owners' policy shall be conclusive evidence of the marketable title of Seller subject only to the aforesaid exceptions. Seller shall deliver the signed commitment for said title insurance policy to Buyer for examination by Buyer. Upon receipt of said title insurance commitment, Buyer shall have a reasonable time not to exceed 10 calendar days, to examine same and to return it to Seller with any written objections relative to the marketability of the title.

<u>Objections.</u> Any objections not so furnished, as required herein above, shall be deemed to be waived by the Buyer. If valid objections are made to the marketability of the title as aforesaid, Seller shall have a reasonable time to satisfy any valid objections to the title and to make the title marketable; if legal proceedings are necessary, such proceedings shall

be begun promptly and diligently prosecuted to completion by Seller. In the event Seller is unable to furnish marketable title as herein provided, this Agreement shall become null and void, and thereupon the escrow agent shall return to the Buyer all monies paid by Buyer and to the Seller the deed and any other documents shall be returned to the party who deposited the same with the escrow agent, whereupon all parties shall be released from further liability hereunder. If a dispute arises between Seller and Buyer with regard to the marketability of title, the Kansas Bar Association title standards adopted as of the time of closing, and the Kansas Marketable Title Act, in effect at the time of closing shall control. Seller and/or Buyer shall cause the owners' title policy to be delivered to Buyer, within a reasonable time after closing.

4. Escrow Agent. All moneys paid and to be paid and all documents including, without limitation, the deed, title insurance or abstract and other papers to be delivered hereunder shall be paid and delivered to _______, as escrow agent, who shall hold and then pay and deliver the same to the respective party entitled thereto upon full performance by the parties of all the terms of this agreement. If doubt or questions arise as to payments, distributions, duties or obligations of the Escrow Agent, the Escrow Agent may (a) continue to hold all funds or documents until the parties mutually agree in writing or until a court of competent jurisdiction finally determines the rights of the parties, or (b) deposit all funds and documents so held with the Clerk of the District Court of the County where the above described real estate is situate and, after notifying all parties in writing, Escrow Agent's liability shall cease, except to account for any sums previously delivered.

5. Closing Date and Possession.

5.1 Unless extended by written agreement of the parties, or as reasonably necessary to satisfy valid objections to title as provided hereinabove, this Agreement, shall be completed and the transaction closed on or before May 1, 2024. If closing cannot be held on said date due to title defects then closing shall occur within 10 days of Seller furnishing marketable title, provided Seller promptly and diligently takes the necessary action to provide proof of title as required herein and provides same within sixty days (60) of the original date of closing. If Seller cannot furnish marketable title within said extended time Buyer may cancel and rescind this Agreement at Buyer's option, making same null and void; in which event Buyer shall be entitled to obtain the return of all moneys paid by Buyer to the escrow agent. In the event Buyer elects not to cancel and rescind this agreement than the closing date may be again extended at Buyer's option until such time as marketable title is obtained. In the event (1) Seller cannot furnish marketable title within the additional extended time determined by Buyer then Buyer may cancel and rescind this Agreement at Buyer's exclusive option making same null and void; or (2) in the event it is determined marketable title cannot be obtained, then Buyer shall be entitled to obtain the return of all moneys paid by Buyer to the escrow agent.

- **5.2** Buyer shall receive possession upon closing.
- **5.3** Seller warrants the premises are not subject to any lease or tenants rights.
- **6.** <u>Taxes and Assessments</u>. Seller shall pay all taxes and assessments for the year 2023 and all prior years. The current year's taxes and assessments shall be prorated as of the date of closing. If the current year's taxes and assessments are not determinable at the

time of closing, a proration of the taxes and assessments shall be made and based upon the next preceding year's taxes and assessments. All taxes and assessments due after the date of closing shall be the obligation of the Buyer.

- **7.** <u>Assignment</u>. Buyer shall not sell, assign, pledge, hypothecate, give or grant a security interest in, or transfer this contract or any interest under it or any interest in or to the property, without first obtaining the written consent of the Seller.
- 8. <u>Default</u>. In the event Buyer fails to comply with any of the terms of this agreement, then this agreement shall, at the option of the Seller, become immediately null and void whereupon all rights of Buyer hereunder shall end and all monies paid hereunder shall be retained by the Seller as rent and liquidated damages for the said nonperformance and Seller shall; be entitled to retain possession of said real estate and upon said election all parties shall be released from further liability hereunder. If Seller does not exercise Seller's option to terminate this agreement as aforesaid, Seller may pursue such other rights as Seller may have and shall be entitled to whatever other legal or equitable remedies are available to Seller.
- **9.** <u>Cost.</u> The following cost shall be paid by the designated party unless otherwise stated herein:
 - **a.** Buyer shall each pay the cost of the title insurance policy. Should the Buyer desire or require a mortgage title insurance policy then Buyer shall be responsible for the additional cost of said policy.
 - **b.** Buyer shall pay all cost of inspections.
 - **c.** Each party shall be responsible for filing any documents of record which said party desires to file or that may be necessary to be filed by the party to comply with title requirements.
 - **d.** Cost of an appraisal for the Buyer, if any, shall be paid by Buyer.
 - **e.** Each party shall pay all cost they incur on their behalf except as otherwise set out herein.
 - **f.** Each party shall pay the cost of their attorney fees.
 - **g.** The cost of preparing this Agreement for Purchase and Sale of Real Estate and the cost of drawing the deed shall be paid by buyer.
 - h. Seller and Buyer shall each pay one-half of the cost of closing.
 - **i.** Buyer shall pay the cost of any attorney opinion, if any, with regard to mineral interest ownership.
- **10.** <u>Contingencies and Conditions Precedent</u>. This contract is subject to the following contingencies and conditions precedent:

NONE

11. Condition of Property. No representations of any kind whatsoever have been made to Buyer by Seller or by any one on Seller's behalf, as to the condition of the property.

Buyer has relied upon Buyer's own inspection of the property, improvements and all assets sold hereunder. It is specifically agreed and understood that said real estate, improvements, and assets are sold in "as is" and "where is" condition at the time possession.

- 12. <u>Environmental Hazards</u>. The parties acknowledge that Sellers have not conducted an environmental impact study and make no representation or warranty regarding the presence or absence of prohibitive substances or of any other materials of any kind having an environmental impact upon the Property. Buyers acknowledge having inspected the Property, are familiar with it, and agree to purchase the Property "as is, where is" without warranty of any type as to its condition except as otherwise stated in the section of this agreement entitled Condition of Property.
- 13. Relationship of the Parties and Indemnification. The relationship of the parties is solely that of buyer and seller, and nothing herein shall create any other relationship or liability. If any claim is made against the Sellers for damages arising out of or from the use of the property by the Buyer, the Buyer shall be solely responsible for such claim and shall indemnify the Sellers against loss on the account thereof, including court costs, attorney's fees, and expenses.
- 14. Real Estate Reporting Person. The parties agree that the Escrow Agent is the real estate reporting person as that term is defined under Internal Revenue Code Section 6045(e). Seller and Buyer agree to provide Escrow Agent with a written statement, certified under penalties of perjury, setting forth Sellers' and Buyers' correct name, address, and taxpayer identification number. The parties further agree that Escrow Agent shall be required to file the informational return required by Internal Revenue Code Section 6045.
 - **15.** <u>Time</u>. Time and punctuality are hereby made the essence of this agreement.
- **16.** <u>Captions</u>. The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs.
- **18.** <u>Feminine-Masculine, Singular-Plural</u>. Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.
- **19.** <u>Kansas Law Applies</u>. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.
- **21.** Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

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23. <u>Persons Bound- Execution-Copies</u>. This Agreement shall extend to and bind the heirs, executors, administrators, trustees, their successors and assigns of the parties hereto, and may be executed in any number of counterparts, or in multiple originals, or upon any number of separate signature pages, which when combined shall be deemed an original, and all such counterparts or originals shall for all purposes constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

	 	 -
SELLER		
		_
	 	 -
RIIYER		

- 6 -

TO: Mayor McNeill, Lansing City Council

FROM: Tim Vandall, City Administrator

DATE: March 29, 2024

SUBJECT: Leavenworth County Humane Society

Policy Consideration: At the March 28th work session, there was discussion about updating the contract with the Leavenworth County Humane Society. While there was agreement that further negotiations to the contract need to take place, there was consensus that the City could begin waiving the sewer fee to reduce some of their fixed costs.

Financial Consideration: LCHS paid a total of \$1,701 in sewer fees in 2023.

Action: Motion to waive sewer fees for Leavenworth County Humane Society.



City Administrator's Report

April 4, 2024

Agenda Items:

The nine graduates of the Citizens Academy class will be recognized Thursday evening. The 2024/2025 class will kick off in the fall. The program is eligible to residents and business owners of Lansing. Please reach out to friends and family who may be interested and encourage them to apply!

The Mid America Regional Council (MARC) has issued their call for projects. Improvements to 4H Road are listed in the MARC Connected KC 2050 Long Range Transportation Plan. The City has submitted the 4H/DeSoto Roundabout twice but has been unsuccessful since the roundabout individually did not address pedestrian improvements. At the March 28th work session, the City Council directed staff to submit for improvements to 4H Road. If the City is successful, our contribution would be at least \$2M; however, construction is not anticipated until 2027, giving the City time to begin budgeting and planning for our match. A motion to direct staff to submit improvements to 4H Road and the 4H/DeSoto Roundabout for MARC suballocated federal funding.

Bids for the annual Capital Improvement Plan were opened on March 28th with four contractors submitting bids. The low bid was J.M. Fahey Construction with a base bid of \$733,907.80. Staff is recommending the base bid, along with alternate #4, with a 5% contingency, for a total of 781,104. A summary of the bids is below.

	Base Bid	Alt #1-South	Alt #2-Centre	Alt #3-Lois St	Alt #4 USD 469
		147 th	Dr	Alley	Crosswalk
McAnany Const	\$789,221.30	\$155,616.20	\$286,828.25	\$21,414	\$3,982
Little Joe's	\$799,949.50	\$149,242.40	\$314,541.10	\$19,775	\$7,000
J.M. Fahey	\$733,907.80	\$138,680.00	\$294,524.80	\$16,900	\$10,000
Const.					
Newland Paving	\$849,361.60	\$150,709.40	\$333,673.16	\$20,225	\$6,720
Co.					

A contract to purchase property at the corner of West Mary Street and DeSoto Road is on the agenda. The parcel is 37 acres and is generally located south of 7 Mile Creek, with some minor exceptions. The parcel would allow most of Angel Falls Trail to be within a City owned parcel, as opposed to now being within an easement. This parcel abuts a city owned parcel directly to the east (site of the future pool). The price agreed upon by both parties is \$67,000.

Pursuant to the discussion at the March 28th work session, a motion to waive sewer fees for the Leavenworth County Humane Society is on the agenda. The total sewer bill for the Humane





Society was \$1,701 in 2023. Staff will continue working with LCHS to find a mutually agreeable contract for animal impound services.

Proclamations for National Library Week and Sexual Violence Awareness Month are on the agenda Thursday evening.

Public Works:

Prior to the last City Council meeting, we learned that Kansas Highway 5 was added to KDOT's Development Pipeline. Per the press release, this \$35 million modernization project would "reconstruct K-5 with new alignment and safety improvements from US 73 southeast to I-435." Although the City is thrilled the roadway will become safer and create an easier path to I-435 and the rest of the metro, we do not yet know where the project will begin nor the full scope of the project. We also do not yet have a timeline for the project.

Installation of the luminaires atop the new poles on Center Drive took place in mid-March. The new poles are concrete and will be more durable than the previous poles. Additionally, we worked with StressCrete from Atchison to supply the poles, meaning repairs and replacement of parts (if needed) should go smoother than our previous poles.

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.

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. We anticipate Linaweaver Construction completing the final portion once school is complete on May 22nd.

The City is looking to apply for a grant from the KDOT Transportation Alternatives program to fund a 10' trail from Lansing High School to the existing trail that terminates on 4H Road, at the northwest corner of the Wyndham Subdivision. Please note this area has no curb or gutter, which may need to be evaluated as part of our application. We will work to receive community feedback from residents to help support our application. Lansing's Angel Falls Trail was funded by the Transportation Alternatives program.



Parks & Recreation:

Site clearing as the future pool site has begun!

Spring soccer registration concluded last month. There are 325 total participants in youth soccer this spring, as opposed to 291 participants in spring soccer last year. Total participants in spring soccer are below.

	2024 Participants	2023 Participants
Under 6	64	45
Under 8	70	91
Under 10	75	60
Under 12	64	61
Under 15	52	34

Wastewater:

Construction of the McIntyre Sewer Project continues. The boring under K7 is complete and pipe was installed end to end. One crew encountered a natural spring that surfaced after blasting was complete and caused them to use pumps to remove groundwater. Future long-term remediation to drain the water to the nearby creek is under consideration at this time. To date, 3,103' out of 9,110' has been installed, along with 12 of the 36 manholes. The aerial crossing over the 9 Mile Creek is complete and has been seeded. 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.

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	\$532,415	\$675,816	\$143,401, 26.93%*
Tax (1.9%)			
County Sales Tax	\$247,360	\$221,712	-\$25,648, -10.37%
County Use Tax	\$96,362	\$98,543	\$2,181, 2.26%
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)
 - o **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 \$162,196 through the first three months of the year. The special sales tax to pay for DeSoto Road and Bernard Park Improvements also generated \$162,196 (both special sales taxes are for the same amount, .45%). Both of these special sales taxes are on pace to generate \$648,783 this year, which pays off the debt for both projects.

Community & Economic Development:

We anticipate construction of the apartments on West Mary Street to begin in late April/early May.

Meetings & Announcements:

There are currently openings for Police Office (I/II). There are also two openings on the Tree Board, and numerous openings on the Building and Plumbing Trade Boards of Appeal.

• Thursday, April 4th City Council Meeting, 7:00pm, City Hall

• Wednesday, April 17th Planning Commission Meeting, 7:00pm, City Hall

• Thursday, April 18th City Council Meeting, 7:00pm, City Hall

• April 19, 20, and 21st Friends of Library Book Sale-Lansing Activity Center Gym





• Thursday, April 25th

• Thursday, May 2nd

• Saturday, May 4th

• May 10th & 11th

• Wednesday, May 15th

• Thursday, May 16th

Monday, May 27th

City Council Work Session, 7:00pm, City Hall

City Council Meeting, 7:00pm, City Hall

Fishing Derby, 9am-11am, Bernard Park

Spring Citywide Garage Sale

Planning Commission Meeting, 7:00pm, City Hall

City Council Meeting, 7:00pm, City Hall

Memorial Day, City Offices Closed

Sincerely,

Tim Vandall

Agenda Item 9.



National Library Week Proclamation

WHEREAS, Today's libraries are not just about books but what they have for and with people;

WHEREAS, libraries of all types are at the heart of cities, towns, schools and campuses;

WHEREAS, Libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect;

WHEREAS, Libraries and librarians build strong communities through transformative services, programs and expertise;

WHEREAS, Libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy;

WHEREAS, Libraries promote civic engagement by keeping people informed and aware of community events and issues;

WHEREAS, Librarians and library workers partner with other civic organizations to make sure their community's needs are being met;

WHEREAS, Libraries and librarians empower their communities to make informed decisions by providing free access to information;

WHEREAS, Libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities;

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating

National Library Week

NOW, THEREFORE, be it resolved that I, Anthony R. McNeill, Mayor of the City of Lansing, State of Kansas, proclaim National Library Week, April 7-13, 2024. I encourage all residents to visit the library this week and explore what's new at your library and engage with your librarian. Because of you, Libraries Transform.

City of Lansing	
— Tísh Síms, Cíty Clerk	