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## **AGENDA**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **OLD BUSINESS**

- [1.](#) Approval of Minutes

### **AUDIENCE PARTICIPATION**

### **PRESENTATIONS**

- [2.](#) Employee Recognition

### **NEW BUSINESS**

- [3.](#) Ordinance No. 1068 - Sunday Beer/Alcohol Sales
- [4.](#) Approval of Design - Bernard Park
- [5.](#) Request to Purchase - Slip Liner for Southfork Pipe Rehabilitation
- [6.](#) Approval of Engineering Services - 4H and Valley Drive Storm Sewer Repair
- [7.](#) Property Sale Contract - 301 Centre Dr.
- [8.](#) Executive Session - Acquisition of Real Property
- [9.](#) Property Acquisition - K-7 & Eisenhower Project
- [10.](#) Executive Session - Economic Development

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

### **PROCLAMATIONS**

### **OTHER ITEMS OF INTEREST**

- [11.](#) Monthly Department Vehicle and Equipment Mileage Reports
- [12.](#) CED Monthly Report

### **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.

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
THRU: Sarah Bodensteiner, City Clerk  
FROM: Shantel Scrogin, Assistant City Clerk  
DATE: August 11, 2021  
SUBJECT: Approval of Minutes

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The Regular Meeting Minutes of August 5, 2021 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of August 5, 2021, as presented.

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## AGENDA ITEM #

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# CITY OF LANSING

## CITY COUNCIL MEETING

REGULAR MEETING MINUTES  
August 5, 2021

### Call To Order:

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

### Roll Call:

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

### Councilmembers Present:

**Ward 1:** Gene Kirby and Dave Trinkle

**Ward 2:** Don Studnicka

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

**Ward 4:** Ron Dixon and Gregg Buehler

**Councilmembers Absent:** Marcus Majure

## OLD BUSINESS:

**Approval of Minutes:** Councilmember Buehler moved to approve the Regular Meeting Minutes of July 15, 2021, as presented. Councilmember Garvey seconded the motion. The motion was unanimously approved.

**Audience Participation:** Mayor McNeill called for audience participation on an item not on the agenda and there was none.

**Presentations:** County Commissioner Mike Smith presented the City with funds from the Countywide Sales Tax that was passed a couple of years ago. These funds are for economic growth and the County Commissioners want to partner with Lansing for more growth. \$240,538 was presented to Mayor McNeill and City Administrator Tim Vandall for the McIntyre Interceptor Wastewater Sewer Design Project.

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

**Ordinance No. 1062 – UDO Text Amendment (Apiaries):** Councilmember Kirby moved to approve and adopt Ordinance No. 1062. Councilmember Buehler seconded the motion.

- Councilmember Studnicka stated question, how does this effect the guy initially here a couple of years ago? The guy put an apiary in a flood plain down there behind Tim's neighborhood there in Fawn Valley. He couldn't put in lavender, he couldn't do other stuff, whatever. How does this affect him? He does have bees.
  - Councilmember Garvey stated on west Mary.
    - Community & Economic Development Director Matt Schmitz responded right. So that property I believe is zoned R-2 if my memory serves. I don't think it's zoned as Ag. He had actually requested for it be down zoned to Ag and that was denied. That would have allowed him to do the lavender and those things. In this case, so an R-2 would be a conditional use same as what we're talking about here for properties less than five acres. If that property was more than five acres so he would have been allowed to put the hives in as long as they were less than 200 feet from any other structure.
      - Councilmember Studnicka responded the property line.
        - Community & Economic Development Director Matthew Schmitz replied right.
          - Councilmember Studnicka stated ok, thank you.
            - Community & Economic Development Director Matthew Schmitz responded sure.
              - Mayor McNeill asked any other discussion.
  - Councilmember Trinkle asked is this a time I can ask a question.
    - Mayor McNeill replied that was earlier about three times I asked if you had any discussion but go ahead.
      - Councilmember Trinkle stated thank you. We were bringing this back because we wanted to look at it a second time. Are we accomplishing what we wanted to look at a second time now?

- City Administrator Tim Vandall replied yeah.
  - Mayor McNeill responded I think it was the distance.
    - Councilmember Trinkle stated we could have passed this already. It would have went down in ink already but we had to bring it back because we wanted to look at something else on it.
      - City Administrator Tim Vandall stated this was to add that buffer.
        - Mayor McNeill replied I think the recommended buffer when we discussed it last time, it was fifty feet. They actually extended that to two hundred feet.
          - Community & Economic Development Director Matthew Schmitz stated the recommended buffer initially was fifty feet from the property line. This is now set up that it's two hundred from any structure not owned by the applicant basically.
        - Councilmember Trinkle responded well I was asked that question and I couldn't answer it. I said I guess there was probably a comma out of place, a period or something but I'm sure there was a reason for it being brought back.
      - Mayor McNeill replied it had to do with the buffering.
        - Community & Economic Development Director Matthew Schmitz right, it was the buffers on properties greater than five acres.
    - Councilmember Trinkle stated just as long as we accomplished what we set out to do.

The motion was unanimously approved.

**Ordinance No. 1066 – Vacation of Right-of-Way:** Councilmember Studnicka asked does this change the zoning. If we vacate this and it's added back to the property, will it change the current zoning on that property.

- Community & Economic Development Director Matthew Schmitz replied no anytime you vacate a property; it takes on the zoning of whatever its being returned to. So, since the current zoning on that lot 2 is B-3, this vacated area would return to that lot and also be zoned as a B-3.
  - Councilmember Studnicka asked isn't this the same parcel of property that the developer, the owner wanted to change zoning in a couple of months ago that we denied.
    - Mayor McNeill responded yes.
      - Community & Economic Development Director Matthew Schmitz replied correct, he requested a rezone from B-3 to R-3 I believe.
        - Councilmember Studnicka stated thank you.
          - Councilmember Garvey asked if it gets denied, he can't bring it back right. Ever.
            - Community & Economic Development Director Matthew Schmitz replied he can bring it back in the future.



- Councilmember Garvey asked there are certain things that get denied that they can't bring them back right.
      - City Administrator Tim Vandall responded I think with rezones you have to wait a year.
    - Councilmember Garvey asked is that what it is. Ok, I knew it was something
  - City Administrator Tim Vandall replied I'm not familiar if there is a rule with vacation of right of way.
    - Community & Economic Development Director Matthew Schmitz responded I don't think there is on the request.
  - City Attorney Greg Robinson replied to my knowledge, as the question was presented, the vacation you can bring that back whenever but if it's the zoning.
  - Councilmember Garvey stated the zoning, yeah. That is what it was I was thinking about.
- Councilmember Buehler stated so if we are having a discussion before the motion, here is Gregg's two cents.
  - Mayor McNeill responded let's have a motion first.
    - City Administrator Tim Vandall replied you can have a discussion before a motion.
  - Mayor McNeill stated go ahead.
    - Councilmember Buehler stated so here is my feelings on this. We consistently give, give, give to these developers and on the one instance, incident where we had a sit-down restaurant that wanted to go in where Harbor Freight is going. The developer, when the sit-down restaurant asked to expand the northern driveway and a dual use driveway said owner of that property said no. So, they ask us to give, give, give but yet when something comes to benefit the city, they don't think about the city. I got no issues if he wants to buy it and we sell it to him. Do we know what that is appraised for?
      - Community & Economic Development Director Matthew Schmitz responded we do not have an appraisal on the property.
    - Councilmember Buehler asked would it be difficult to get an appraisal on the property.
      - Community & Economic Development Director Matthew Schmitz replied no.
        - Councilmember Buehler stated so I personally feel that we should get the property appraised and go into discussions with him about buying the property. Because I really, I mean we give all the time to these guys, and I think we need to start looking out for the best interest of the city on this one.
      - Councilmember Trinkle asked are we going to penalize a local business just because maybe they don't want to connect their driveway to somebody else's. I'm just throwing it out there.
    - Councilmember Buehler stated are we going to penalize. For the same thing Dave, we waived the park fees, waived the street fees, waived these

- Councilmember Garvey stated Dave I think what he is talking about is when they want to share driveway, it was denied but yet when the bank was put in next to Petro Deli, Petro Deli who is a team player said yes you can come through my driveway.
  - City Administrator Tim Vandall responded that is a joint driveway, so they didn't have to ask Petro Deli for that just to clarify.
- Community & Economic Development Director Matthew Schmitz responded that was a preexisting easement.
  - Councilmember Garvey replied was it, ok.
- Councilmember Trinkle asked how long has that been a brush pile down there. Do you have any idea? It was that way when I went to school, trees and brush.
- Community & Economic Development Director Matthew Schmitz replied I would imagine since the railroad was abandoned it's probably been in that condition. But I don't know that for a fact.
  - Councilmember Trinkle asked what have we made on it as a city.
    - Community & Economic Development Director Matthew Schmitz replied right now we don't make anything on it.
  - Councilmember Trinkle stated we haven't made anything on it.
    - Community & Economic Development Director Matthew Schmitz responded there is no property taxes collected. It's City right of way.
  - Councilmember Trinkle stated point made.
    - Councilmember Buehler responded but if we can sell it, we can make more money Dave. I mean we're selling all the land over here. Everybody else sells land. People don't just give land away.
      - Councilmember Trinkle replied I know but we're going back to the same thing. We're not going to wait until it's out in front of us before you start selling it to them. If we are going to set precedent on it Gregg, then we need to let people know when they are coming here that we aren't going to give it away.
        - Mayor McNeill stated it's a little different than a lot of land that we own like across the street. A ROW is a little different than that. We cannot build anything on that. I mean you can't put anything; the city is not going to build anything there.
    - Councilmember Buehler responded he can't do anything with his property unless he has the property, he wants us to give to him. Please give to me, give, give, give, give, give. That's all we do. I think we need to go back and get it appraised.

- Mayor McNeill replied Gregg also look at the other side which is do we want that developed and if we were to give it to him, would he develop it. Because it would be a larger lot. The Council made the decision we want that to stay B-3, right. So, in order to put some kind of business there, you can't have a big strip of ROW right in front of the street. That is why he is looking at it.
- Councilmember Buehler responded I understand that. And I'm saying why can't we get it appraised and go from there.
- Mayor McNeill stated we certainly can.

Councilmember Kirby moved to table Ordinance No. 1066 and request an appraisal be made on the property. Councilmember Buehler seconded the motion. The motion was approved with Councilmember Dixon and Trinkle voting against the motion.

- Councilmember Garvey stated I know it has already passed but let me ask a question before we move on. Have we ever vacated a right of way without a plan, going to the Planning Commission for what is going to happen to the property? We have never done that.
  - Community & Economic Development Director Matthew Schmitz responded I couldn't tell you yes or no to that question.
    - Councilmember Garvey replied no, we have never done that. But yet this is put before us without a plan.
      - Community & Economic Development Director Matthew Schmitz stated I will say I have seen it done in other cities. But I can't tell you for sure whether or not Lansing has ever done it.
      - Councilmember Garvey ok.

**Ordinance No. 1067 – UDO Text Amendment (Peripheral Street Fees):** Councilmember Kirby moved to approve and adopt Ordinance No. 1067. Councilmember Garvey seconded the motion. The motion was unanimously approved.

**Final Plat – Richardson Replat:** Councilmember Brungardt moved to approve the final plat for Richardson Plat. Councilmember Buehler seconded the motion. The motion was unanimously approved.

**Family Eye Care Site Plan (Informational):** Community & Economic Development Director Matthew Schmitz stated I didn't know I was giving a presentation but if there are any questions about what the Site Plan encompasses or the development.

- Councilmember Studnicka asked what about the access to those two properties. They talked about the road, they talked about moving their entrance.
  - Community & Economic Development Director Matthew Schmitz responded so the Site Plan that was approved by the Planning Commission shows that road being moved to the north so it's roughly five feet off the property line. It'll be entirely on FEC's property, and it would not be a shared driveway between the two properties. At some point in the future when whoever builds on that lot on the south, they'll have to figure out access for their property when that time comes.
    - Councilmember Kirby stated this is what we asked for.
      - Community & Economic Development Director Matthew Schmitz replied right.
        - Councilmember Studnicka stated we had a big discussion about it.
          - Mayor McNeill asked ok any other discussion on that one.

## **REPORTS:**

**Department Heads:** Department Heads had nothing to report.

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

**City Administrator:** City Administrator Tim Vandall reported Everyg finished some of their utility relocation at the K-7 and Eisenhower intersection. They did a solid job and it's a lot less cluttered now. Library Director Terri Wojtalewicz received a grant for \$8,000. The funds will be used to upgrade the internet service at the library and for some benches outside the library so Wi-Fi can be utilized. The Kansas State Legislature updated their bill on Sunday alcohol sales. If the Council is interested, we can add an Ordinance to the next meeting for the sale of alcohol on Sunday mornings. Two of the three liquor stores in town gave positive feedback in regard to it. Both Basehor and Leavenworth have went ahead with Sunday sales changes. The Council gave a thumbs up for the Ordinance. We have spoken to an aquatic's consultant about doing a basic feasibility study for a pool that would include size, features, where it might go, etc. This study would be under \$15,000.

- Mayor McNeill stated the consultant would be able to provide a rough price on the cost based on the size and features we might be interested in. The Council was amiable to the feasibility study.

**Governing Body:** Councilmember Garvey welcomed Family Eye Care to Lansing. Councilmember Buehler congratulated Terri and stated great job on getting the grant for the library. He provided a fun fact, on this day in 1957, American Bandstand debuted on ABC. Councilmember Brungardt stated please get vaccinated.

**ADJOURNMENT:**

Councilmember Trinkle moved to adjourn. Councilmember Buehler seconded the motion. The motion was unanimously approved. The meeting was adjourned at 7:24 p.m.

**ATTEST:**

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Mayor, Anthony R. McNeill

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City Clerk, Sarah Bodensteiner, CMC

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works *NEWS 8/12/2021*

DATE: August 13, 2021

SUBJECT: Street Superintendent Appointment / Retirement / Recognition

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The City of Lansing is pleased to announce the retirement of Jeff Focht as the Street Superintendent after 40 years of dedicated service. Jeff has been a tremendous asset to the City of Lansing, and a critical component of the growth and success through his leadership and expertise over the course of his career.

The Public Works Department is pleased to announce the appointment and promotion of Kenny Payne to the Street Superintendent position. Kenny has been a Lansing employee for over 25 years, and is ready to accept the challenge and responsibility of this critical role.

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## AGENDA ITEM #

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Sarah Bodensteiner, City Clerk  
DATE: August 16, 2021  
SUBJECT: Ordinance No. 1068 – Sunday Sales of Alcoholic Liquor and Cereal Malt Beverages

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Kansas HB 2137 allows for the sale of CMB/beer and alcoholic liquor to begin as early as 9:00 a.m. on Sundays. Previously the sales could not begin until noon on Sundays. Changes to state law also removed the prohibition on sales of alcoholic liquor on Memorial Day, Independence Day, and Labor Day (sales of CMB were always allowed on these days); However, state law continues to prohibit the sales on certain holidays: Easter, Thanksgiving Day, and Christmas Day.

Ordinance No. 1068 adopts the changes set forth in HB 2137, repeals the previous ordinance that established the sales time on Sundays to Noon, and amends the City Code to reflect the changes of HB 2137

Policy Consideration: Sections in Chapter 3 (Beverages) have been amended to reflect the changes of HB 2137.

While this is not a Charter Ordinance, the process for passing this ordinance is guided by State Statute (K.S.A. 41-2911) in that there is a required 60 day petition period after the publication requirement. If no petition is brought forward, the ordinance takes effect on the 61<sup>st</sup> day, which roughly would be October 31, 2021.

Financial Consideration: N/A

Action: To approve and adopt Ordinance No. 1068.

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## AGENDA ITEM #

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**ORDINANCE NO. 1068**

**AN ORDINANCE AUTHORIZING SUNDAY SALES OF ALCOHOLIC LIQUOR AND CEREAL MALT BEVERAGE IN THE ORIGINAL PACKAGE WITHIN THE CITY OF LANSING, AMENDING CERTAIN SECTIONS OF THE CODE OF THE CITY OF LANSING, KANSAS, AND REPEALING ORDINANCE NO. 758.**

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

**Section 1.** Pursuant to K.S.A. 41-2704, the sale at retail of cereal malt beverage in the original package is allowed within the city on any Sunday, except Easter, between the hours of 9:00 a.m. and 8:00 p.m.

**Section 2.** Pursuant to K.S.A. 41-712, the sale at retail of alcoholic liquor in the original package is allowed within the city on any Sunday, except Easter, between the hours of 9:00 a.m. and 8:00 p.m.

**Section 3.** Chapter 3, Article 1, Section 105 of the code of the City of Lansing, is hereby amended to read as follows:

Sec. 3-105 Retail liquor establishments: Hours of sale.

- A. The sale at retail liquor establishments of alcoholic liquor on Sunday's shall only occur between the hours of 9:00 a.m. and 8:00 p.m.
- B. The sale of retail alcoholic liquor shall not occur on Easter.
- C. On all other days except Sunday, the sale at retail liquor establishments of alcoholic liquor shall only occur between the hours of 9:00 a.m. and 11:00 p.m.

**Section 4.** Chapter 3, Article 2, Section 218(C)(2) of the code of the City of Lansing, is hereby amended to read as follows:

Sec. 3-218(C)(2) In the original package before 9:00 a.m. or after 8:00 p.m. on Sunday;

**Section 5.** Chapter 3, Article 2, Section 219 of the code of the City of Lansing, is hereby amended to read as follows:

Sec. 3-219 Cereal malt beverage retailers – For off-premises consumption: Hours of sale.

- A. Pursuant to K.S.A. 41-2704, the sale at retail of cereal malt beverage in the original package for off premises consumption, is allowed within the City on any Sunday, except Easter, between the hours of 9:00 a.m. and 8:00 p.m.
- B. Pursuant to K.S.A. 47-2704, on all other days except Sunday, the sale at retail of licensed cereal malt beverage in the original package for off premises consumption, shall only occur between the hours of 6:00 a.m. and 12:00 midnight.

**Section 6.** 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.

- 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)

**Section 7.** Ordinance No. 758 of the City of Lansing passed on September 1, 2005, is hereby repealed.

**Section 8.** This ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

**Section 9.** This ordinance shall take effect 61 days after final publication, unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided in K.S.A. 41-2911, in which case this ordinance shall become effective upon approval by a majority of the electors voting thereon.

**PASSED and APPROVED** by the Governing Body on the 19th day of August, 2021.

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Anthony R. McNeill, Mayor

{SEAL}

ATTEST:

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Sarah Bodensteiner, CMC, City Clerk

APPROVED AS TO FORM:

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Gregory C. Robinson, City Attorney



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## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Jason Crum, Parks and Recreation Director  
DATE: August 13, 2021  
SUBJECT: Bernard Park design concept

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At the August 19<sup>th</sup> meeting, representatives from Vireo and the park design team will be in attendance to present a concept for the Bernard Park baseball and softball complex. The steering committee and staff have been meeting with the design team to provide feedback to arrive at this concept.

The purpose of the presentation is to ensure that the governing body is in favor of the concept prior to the design team beginning work on the construction documents. The Parks and Recreation Advisory Board has been invited to this meeting.

Policy Consideration: N/A

Financial Consideration: N/A

Action: A motion to approve or deny the presented concept.

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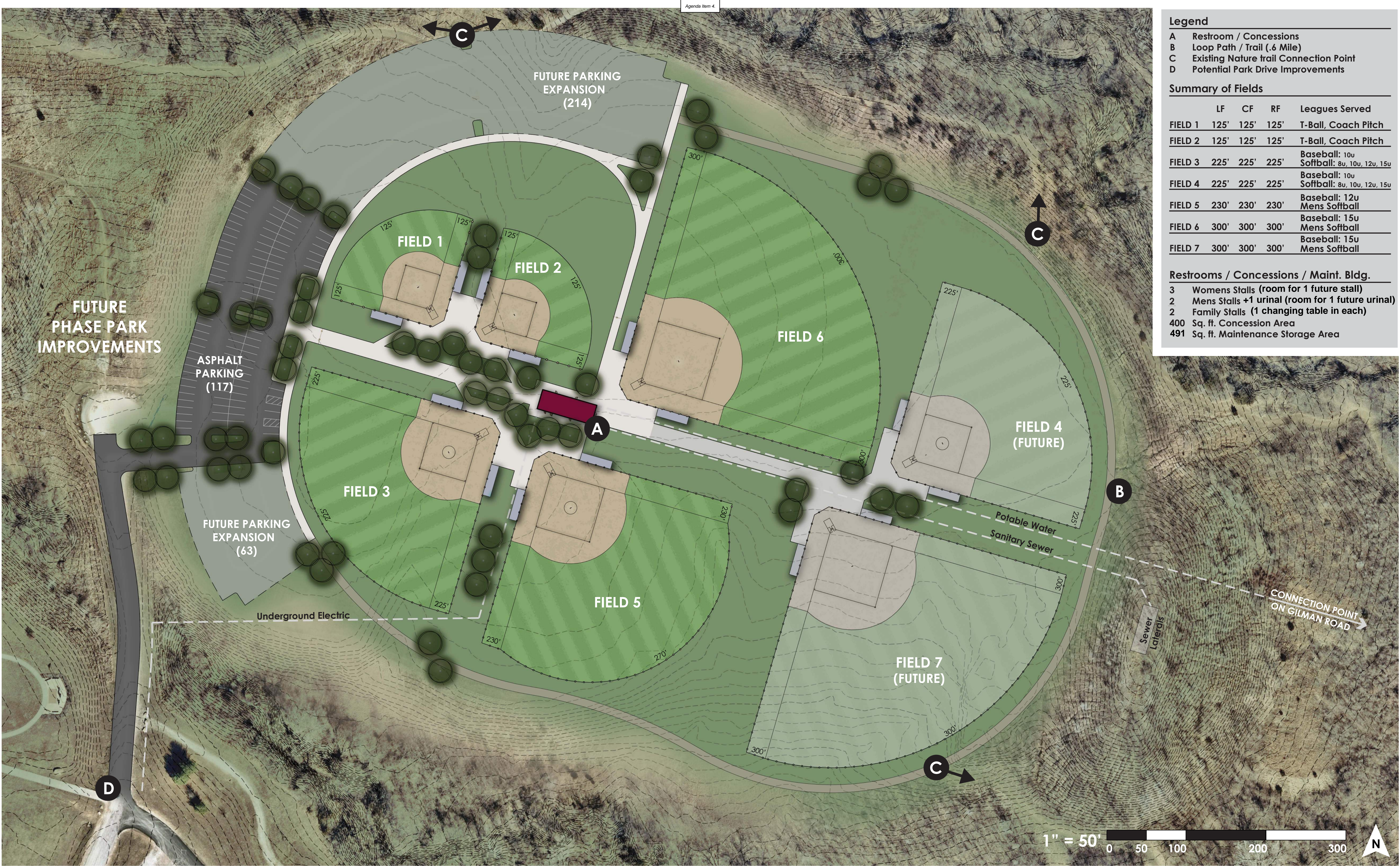
## AGENDA ITEM #

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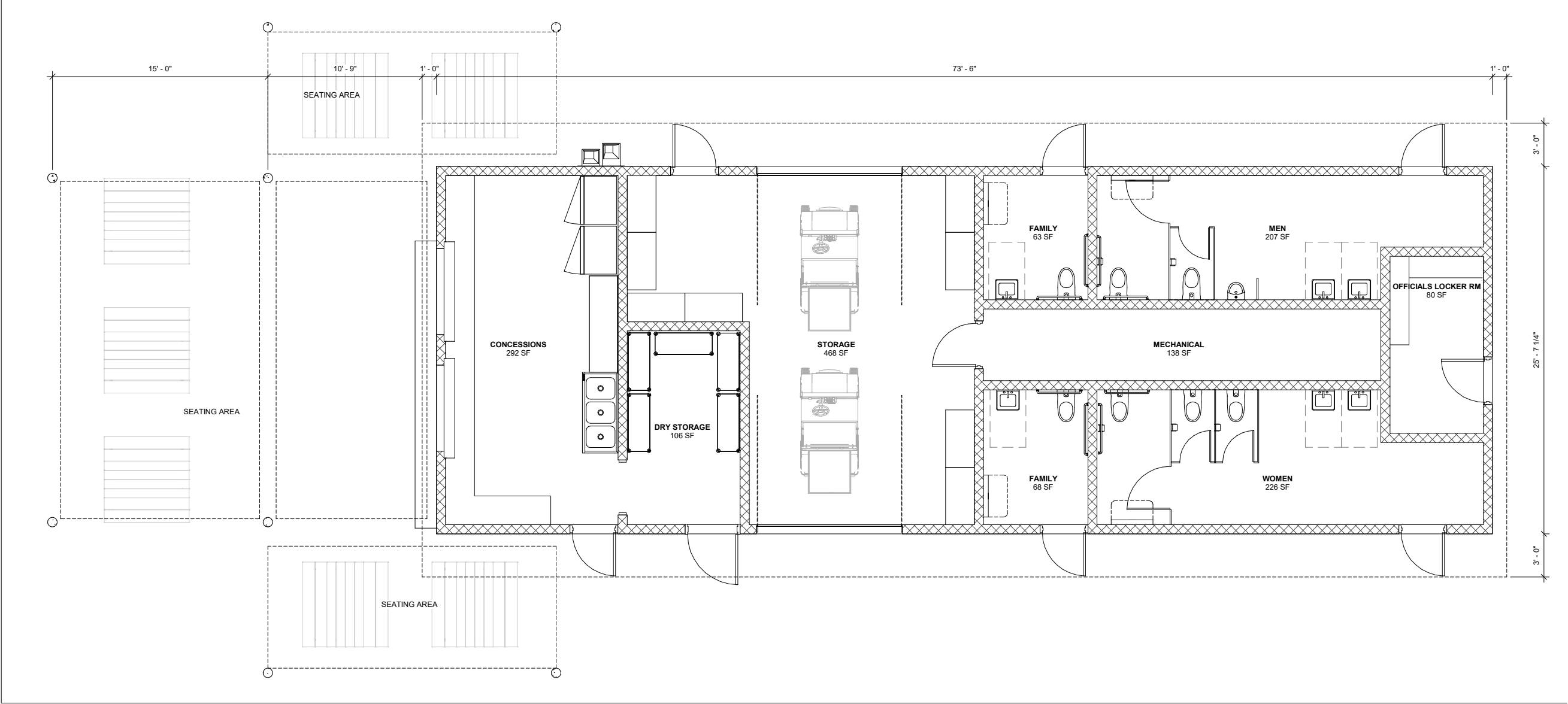




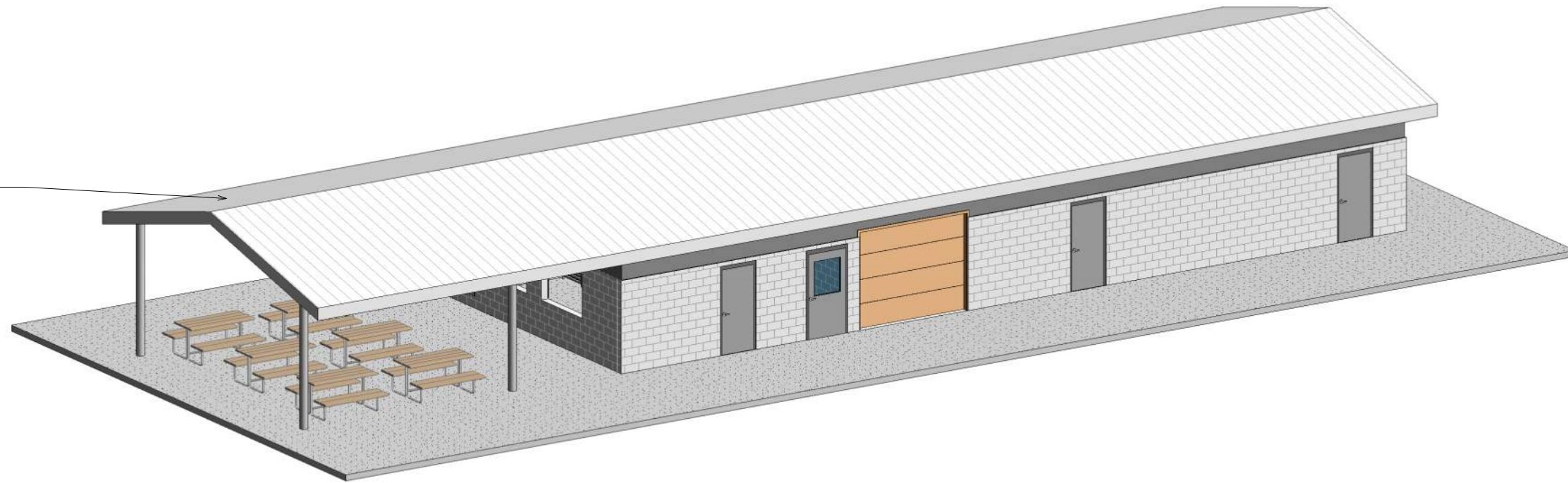




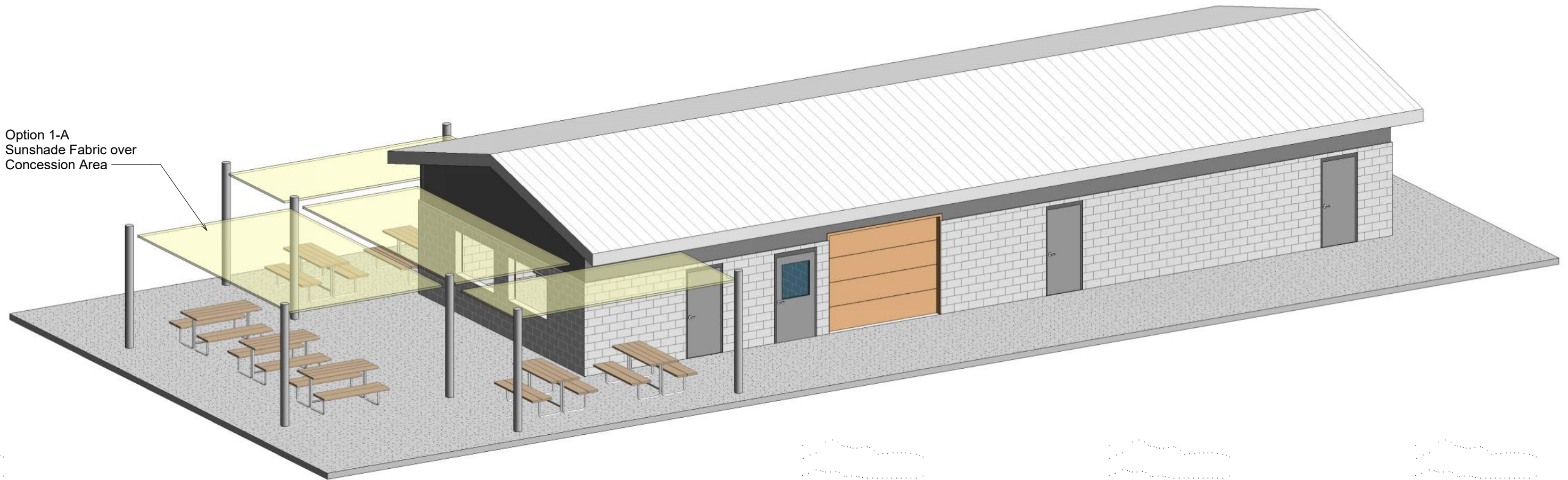




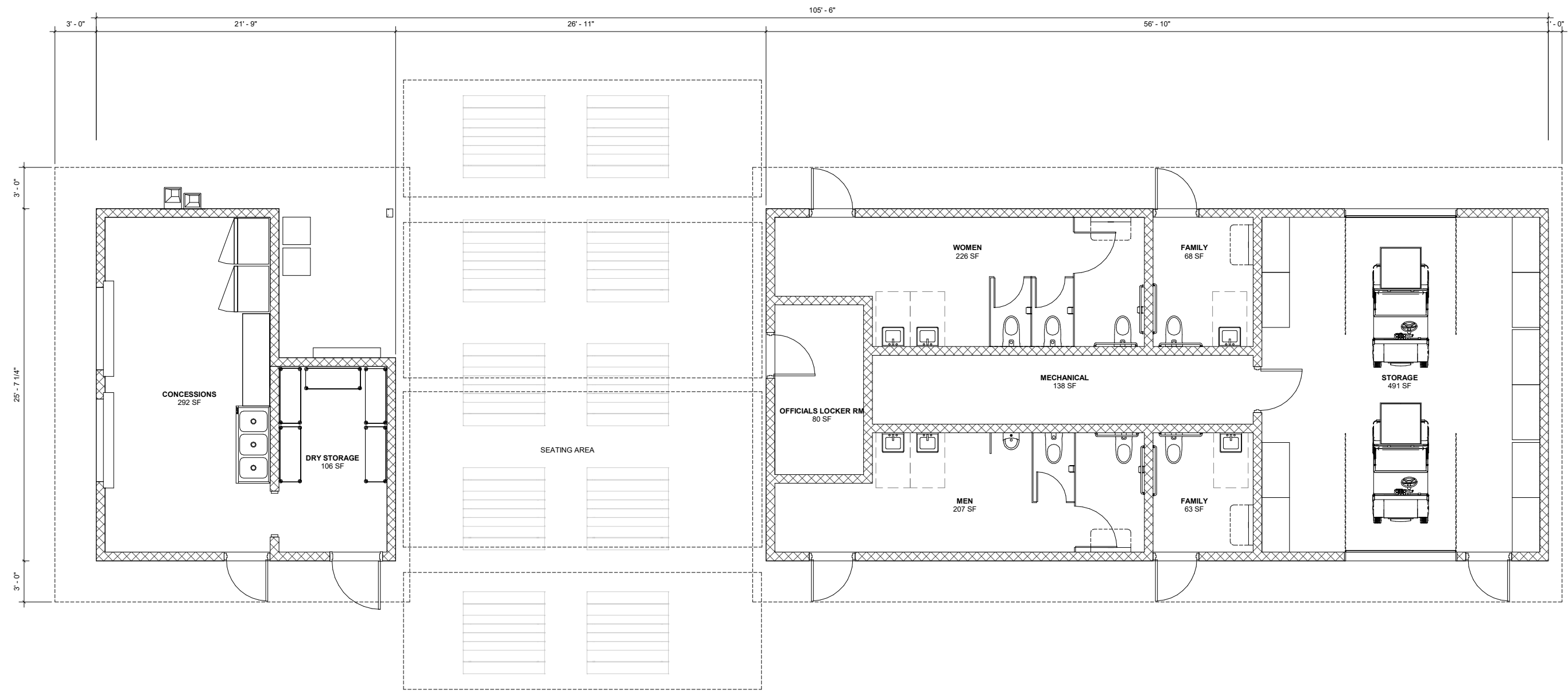
Option 1-B  
Roof over Concession



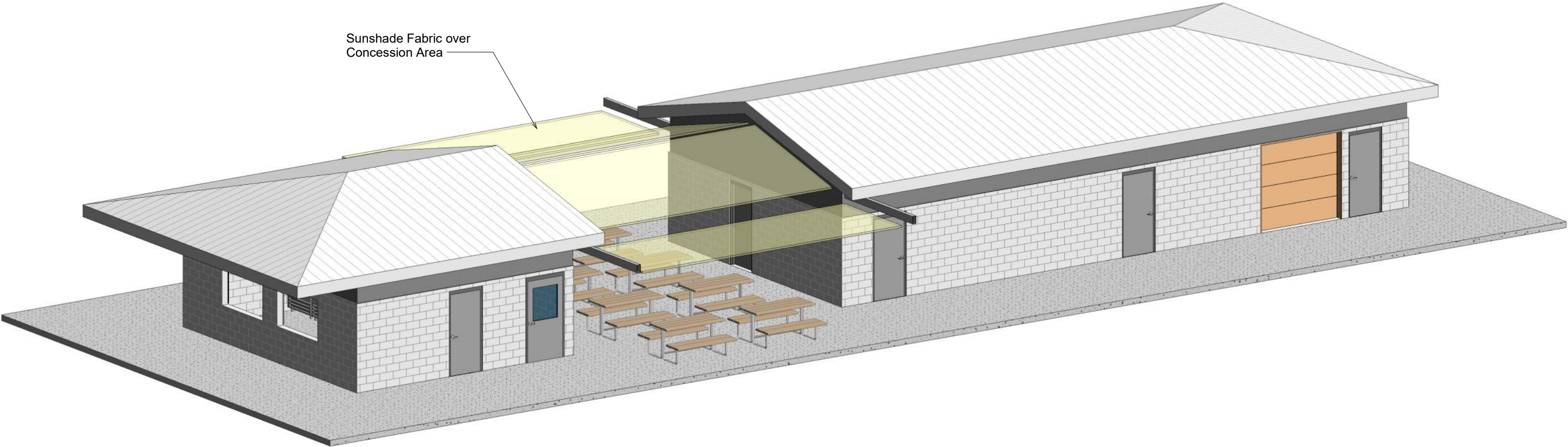
Option 1-A  
Sunshade Fabric over  
Concession Area



"The Front Porch"







"The Breezeway"

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works *NEWS 8/12/2021*

DATE: August 13, 2021

SUBJECT: Southfork Pipe Rehabilitation – Plastic Slip Liner

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### Policy Considerations:

The large, corrugated metal pipe (CMP) that is beneath Southfork Drive between Willow and Canyon View has been deteriorating and is need of repairs. A temporary concrete bottom was placed and is performing well and has stabilized the pipe for now. The CIP has identified this pipe for possible replacement.

An alternate method of addressing this pipe is using a plastic pipe slip liner. This method is a common solution to high traffic roadways with adequate access for construction. This product has a design life of approximately 50 years. In May of 2021 the liner manufacturer visited this site and determined that this is a viable candidate for this work. This product is available under the Kansas State Purchasing Contract that is utilized by the Kansas Department of Transportation. Under the Purchasing Policy local municipalities are authorized to purchase at those negotiated prices.

This pipe will be installed under a separate contract that will be bid by local contractors. That project is being programmed into the CIP, and those prices will come before the City Council for consideration at that time. It is estimated that the installation of the pipe and appurtenant energy dissipation structures will be approx. \$50-\$70k.

The full replacement project was identified in the CIP as presented in the February 2020 CIP Work session at \$300k

Financial Consideration: A quote of \$50,012.20 is provided for the purchase of 140 Linear Feet of 72" plastic pipe liner under the Kansas Purchasing Agreement. There will be additional shipping costs to be determined at time of order estimated to be \$2,800.

Action: Authorize Public Works to purchase the Plastic Pipe Slip Liner under the Kansas Purchasing Contract in the amount of \$50,012.20 + Shipping costs.

Other: The plan is for the pipe liner to be stored at the City Shop while an installation project is created and bid to local contractors. This project will be programmed into a future CIP Project, possibly in 2022 or 2023.

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## AGENDA ITEM #

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**Bill To:**

930835 P  
CITY OF LANSING, KS  
800 FIRST TERRACE  
MICHAEL SPICKELMIER  
LANSING, KS 66043

**Agenda Item 5.**

CITY OF LANSING, KS  
800 FIRST TERRACE  
MICHAEL SPICKELMIER  
LANSING, KS 66043

<b>Quote Number</b>	03026092
<b>Quote Date</b>	05/24/21
<b>Expiration Date</b>	05/31/21
<b>Page</b>	1 of 1

Payment Terms NET 30	Customer Job/Project Name	Written By JEFF COWAN
Freight Terms PREPAID AND ADD	Contact	Sales Rep MIKE PERKINS - COWAN
Ship Via Best Way	Additional Info <b>KS - LANSING - SPIROLITE</b>	

#	Qty	UM	Product	Description	Each	Extended
1	140	FT	20999999	66" ID, 72" OD, SCP, RSC 160 - BxS, 20' LENGTH, PER FOOT	357.23	50,012.20

SHIPPING NOT INCLUDED IN MATERIAL PRICE.

ESTIMATED SHIPPING TO LANSING , KS IS:  
\$2,800

ISCO Standard Terms and Conditions apply. Please visit <http://www.isco-pipe.com/terms-and-conditions.aspx>

<b>Merchandise Total</b>	<b>Tax(1)</b>	<b>Freight(2)</b>	<b>Quote Total</b>
<b>50,012.20</b>	<b>4,476.09</b>	<b>0.00</b>	<b>US \$ 54,488.29</b>
<b>1</b> Sales tax will be charged based on the ship to address at the time of invoice if there is no tax certificate on file.		<b>Accepted By:</b> _____	
<b>2</b> Freight amount in this quote is an estimate only. Actual freight terms and charges will be determined at the time the order is placed.		<b>Printed Name:</b> _____	
		<b>Date:</b> _____	

100 WITHERSPOON ST \* LOUISVILLE, KY 40202  
**800-345-4726**

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works *NEWS 8/12/2021*

DATE: August 13, 2021

SUBJECT: Engineering Services for the Valley Drive Storm Sewer Repair and Replacement

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## Policy Considerations:

The City Council authorized PW to solicit for engineering services to design the storm sewer repair/replacement project on Valley Drive north of 4H Road at the regular meeting.

Our on-call engineering firm was contacted and has provided the following proposal with alternatives.

Base Design (Red): \$31,315 - This is for the replacement of the primary storm sewer.

Alt Task V (Blue): \$4,800 - This is for the replacement of the secondary storm sewer. These pipes are currently functional, but of a similar life span to the current pipes.

Alt Task VI (Green): \$3,500 - This would be to bring the sidewalk configuration into current ADA Compliance. (may require property acquisition if constructed)

Financial Consideration: Line Item 10-022-41113 has a budget of \$45,000. These funds would be paid out of that line item.

Other: The plan is for interim repairs to be completed this fall with the steel plate replaced with an asphalt patch. This will allow for the pipes to be designed and bid in the spring for a summer 2022 construction.

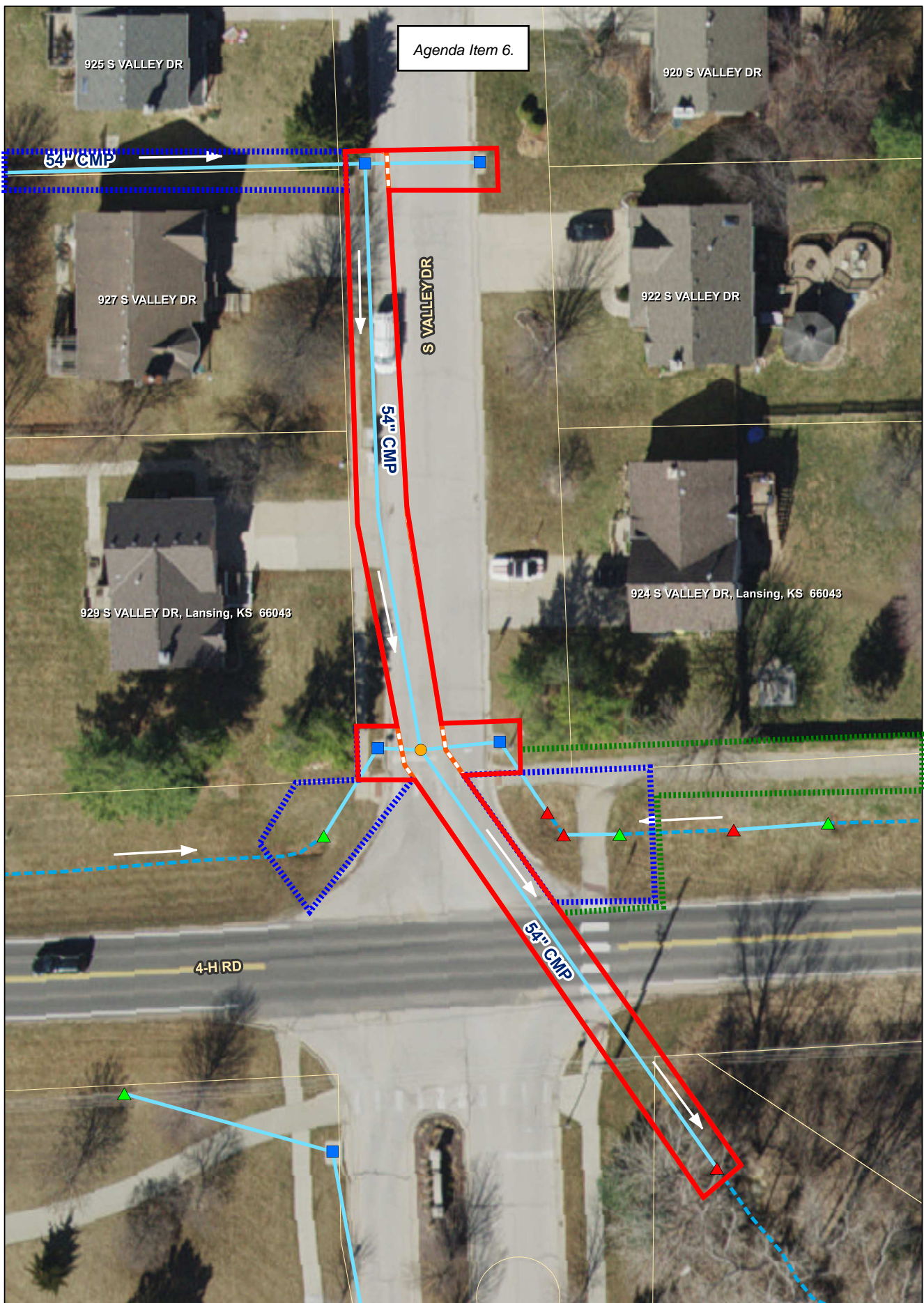
Recommendation: Is to design the Base and Alt Task V (Red and Blue) for a fee of \$36,115. This will provide the ability to bid both the primary and secondary systems as bid alternates for consideration at that time.

Action: Authorize Public Works to enter into agreement on TO#6 (Tasks 1-5) for \$36,115 for the design of the Valley Drive Storm Sewer Replacement Project

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## AGENDA ITEM #

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#### Legend

- Curb Inlet
- Junction Box
- ▲ Pipe End Section Entrance
- ▲ Pipe End Section Exit
- Stormwater Pipes
- - - Streams Lakes Ponds

54" CMP  
S Valley Dr and 4-H Rd

1 inch = 25 feet

0 25 50 Feet



August 9, 2021

Michael W. Spickelmier, P.E.  
Public Works Director - City of Lansing  
730 1st Terrace, Suite 3  
Lansing, KS 66043

Dear Mr. Spickelmier:

This fee proposal is for Task Order #6 – S Valley Storm Sewer Replacement of the 5-Year On-Call Services Agreement between the City of Lansing and SMH Consultants. SMH's services related to this task will be limited to survey, construction documents, and bid and construction phase services. **Task Order #6 can be completed for a lump sum fee of \$31,315. The breakdown of the estimated fee are as follows:**

<b>Task I - Topographic Survey</b>	<b>\$7,895</b>
<b>Task II - Project Management</b>	<b>\$3,195</b>
<b>Task III - Field Check (50%), Design (95%), &amp; Construction (100%) Documents (Red)</b>	<b>\$14,860</b>
<b>Task IV - Bid &amp; Construction Phase Services</b>	<b>\$4,800</b>
<b>Total</b>	<b>\$31,315</b>

SMH was asked to price additional alternate design tasks and a la carte services for the project to be added at the City's deaccession. These additional tasks and services are priced below:

#### A La Carte Services

<b>Alt. Task V - Additional Storm Sewer Improvements (Blue)</b>	<b>\$4,800</b>
<b>Alt. Task VI - ADA Sidewalk Improvements (Green)</b>	<b>\$3,500</b>
<b>Construction Site Visit</b>	<b>\$640</b>
<b>Preparation of Easement Documents</b>	<b>\$1,500</b>

A scope of professional services, that details the professional services proposed, is included with this proposal. SMH proposes to begin this work 30-45 days after a notice to proceed is issued.

If you find the terms and conditions of this work to be acceptable, please sign below and return a copy of this agreement. If you have any questions regarding this work, I can be reached by email at [bgasper@smhconsultants.com](mailto:bgasper@smhconsultants.com) or by phone at 913-444-9615.

Sincerely,



Ben Gasper, P.E.  
SMH Consultants

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Signature

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Printed Name

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Title

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Company Name



***City of Lansing – 5-Year On-Call Services Agreement  
Task Order #6 – S Valley Storm Sewer Replacement  
Prepared: August 9, 2021***

**SMH Consultants (SMH) will perform the following tasks for the City of Lansing:**

**Task I – Boundary & Topographic Survey**

1. A complete boundary, topographic, utility, and site survey for the project limits. The survey will encapsulate the necessary areas for the proposed improvements.
2. sUAV survey for current aerial photography of the project limits.
3. Conversion of the survey data into a working drawing that can be used for the design of the proposed improvements.

**Task II – Project Management & Coordination**

1. Project Management and Administration of the inhouse design, coordination, and implementation of the project. This task includes management of internal staff in regards to project invoicing, design, coordination, contract compliance, and other items necessary to complete the design of the proposed improvements.
2. Project Coordination with the City of Lansing, utility companies, and any other parties of interest to gather input on design impacts. This will include three (3) in person meetings with the City; Kick-off meeting to discuss project scope, design criteria, and project goals; 50% Field Check Submittal Review Meeting; 95% Design Submittal Review Meeting.
3. Establish project design criteria. Design criteria will be based on City of Lansing design criteria and other industry guidelines.
4. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.

**Task III – Field Check (50%), Design (95%), & Construction (100%) Documents (RED)**

1. Title sheet with project disclaimers, notes, index, appropriate signature blocks and other requirements as required by of the City of Lansing.
2. General Notes sheet to include general notes related to the project's construction, quantities, utility company contact information, owner information, and designer information.

3. Overall Site plan showing all existing and proposed improvements, proposed lot lines, proposed easements, existing easements, right of way, utilities, and horizontal and vertical control depicting project survey control necessary for construction of the project.
4. Demolition Plan depicting the removal of existing pavement, curb & gutter, sidewalk, utilities, and any additional removal of existing infrastructure.
5. Storm sewer plan and profile sheet depicting the proposed storm sewer appurtenances. The storm sewer plan and profile sheet shall conform to the City of Lansing requirements. Storm sewer plan and profile sheet shall provide Structure IDs with associated calculation information for runoff calculations to verify the required stormwater needs of the project including the proper sizing of conduits and inlets for the 10-year peak flow rates. The sheet will also depict the cumulative 10-year flow rates, pipe capacities, and velocities.
6. Storm sewer details based on the City of Lansing Standard Details.
7. Horizontal and vertical control plan detailing the horizontal and vertical location of key construction features for the improvements.
8. Erosion and sediment control plan as required by the City of Lansing and the Kansas Department of Health and Environment (KDHE). It is anticipated that the area of disturbance will be less than 1-acre, so now Notice of Intent (NOI) permit from KDHE will be required.
9. Erosion and sediment control details for the installation of best management practices to protect adjacent receiving streams based on City of Lansing standards.
10. Pavement details for replacement of street that is to be removed. Pavement details shall be based on City of Lansing Standard Details and design criteria.
11. Miscellaneous details including curb, typical sections for pavement, typical sections for sidewalk, curb ramps, signage, etc. as required for construction of the improvements.
12. Quality Assurance of all designs prior to submittal to the owner for review. This task will involve detailed review of the designs and plans by the project manager.
13. Submit Field Check (50%) and Design Documents (95%) for review by the City of Lansing.
14. Address and incorporate any modifications to the plans required as a result of the Field Check and Design Document reviews by the City of Lansing.

15. Quality Control of all final designs. This task will involve a detailed review of plans by an in-house independent reviewer.
16. Submit Final Construction Documents (100% stamped and signed).

**Task IV – Bid & Construction Phase Services**

1. Prepare Final Construction Documents for the bid letting process. Bid package distribution including drawings, specifications, and other Contract Documents shall be through the online Plan Room administered by Drexel Technologies.
2. An engineer's estimate will be prepared based on the final construction documents and provided to the City of Lansing.
3. In coordination with Drexel Technologies, SMH shall create and maintain a plan holders list.
4. Respond to questions from bidders regarding the project as they prepare project bids for the City of Lansing. Advise the City of Lansing Project Manager of any inquiries prior to the bid opening from contractors, subcontractors, suppliers, and public officials.
5. Provide any necessary addendums to the final construction documents that may arise during the bidding process. This task includes submitting draft addendum(s) to the City for review prior to issuing to contractors bidding on the project.
6. Bid review and tabulation by SMH along with a letter of recommendation concerning the lowest responsible bidder.
7. Review Contractor submitted shop drawings, material samples, and other data submittals for conformance with the project drawings and specifications. Include City of Lansing on all Contractor submittal review correspondence and provide City of Lansing with all Contractor submittals.
8. Final walk-through inspection and punch list preparation.
9. Prepare and submit construction record drawings to the City of Lansing.

**Alternate Task V – Additional Storm Sewer Improvements (BLUE)**

1. Additional design services and construction documents, as required, to remove and replace the existing 24" CMP culvert pipes at the intersection of S Valley Drive & 4-H with RCP culverts. This task also includes improvements to the roadside ditches along 4-H Rd.



2. Additional design services and construction documents, as required, to remove and replace the existing 54" CMP pipe that runs east/west between properties 925 and 927 S Valley Drive to existing church.

**Alternate Task VI – ADA Sidewalk Improvements (GREEN)**

1. Additional design services and construction documents, as required, for improvements to the sidewalk along 4-H Road to bring the sidewalk into compliance with the current Americans with Disabilities Act (ADA) guidelines. This task will include detailed information for the improvements including ADAAG compliance in terms of allowable slopes for all the sidewalk improvements.

**Deliverables**

**Field Check (50%)** – PDF and three (3) Full Size (24"x36") and two (2) Half Size Sets of Plans and Preliminary Construction Cost Estimate.

**Design Documents (95%)** – PDF and three (3) Full Size (24"x36") and two (2) Half Size Sets of Plans and Preliminary Construction Cost Estimate.

**Final (100%) Construction Documents** - PDF and three (3) Full Size (24"x36") and two (2) Half Size Sets of Plans, one (1) digital copy in AutoCAD format and Engineer's Construction Cost Estimate.

**Bid Phase Services** – Engineer's Estimate, Bid Tabulation, and Letter of Recommendation

**Construction Record Drawings** – PDF and one (1) full size (24"x36") set of record drawings depicting the as-constructed improvements.

**Services not Rendered by SMH but May be Required**

1. All other services not identified in the above scope of services.
2. Construction Inspection Services
3. Construction Staking Services
4. Right of Way Acquisition Services

**A La Carte and Additional Services**

Any services not identified in the fore mentioned scope of services, requested by the City of Lansing, will be provided at the previously agreed upon A La Carte fee, negotiated at 2020 hourly rates, or a new scope of services and fee will be developed.

1. Site visit during construction to inspect construction work and perform any field engineering.

2. Preparation of easement documents as necessary for construction of the proposed improvements. This task includes preparation of legal descriptions, and easement exhibits for any permanent or temporary easements that may be required.

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Matthew R. Schmitz, Director, Community & Economic Development  
DATE: August 19, 2021  
SUBJECT: Property Sale – Towne Centre – 301 Centre Dr. (Reddell Holdings, LLC)

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Explanation: Family Eye Care has presented a Site Plan for Lot 2, Lansing Towne Centre, 2<sup>nd</sup> Plat which was approved at the Planning Commission on July 21<sup>st</sup> and provided to the Council for information at the August 5<sup>th</sup> City Council meeting. There are some revisions to be made to the Site Plan, but the Planning Commission approved the plan subject to those revisions being completed before any building permit could be issued. As a result, the applicant, Reddell Holdings, LLC is now ready to purchase the ground. The buyer has offered a purchase price of \$75,000 for the lot. A contract is attached for review, the important terms of which are as follows:

- The city is agreeing to reimburse the buyer up to fifteen thousand (\$15,000.00) dollars for any curb work that is needed to move the drive located on Centre Drive to the north to accommodate access to this lot. Buyer will need to provide the city with a paid receipt showing proof that this work has been accomplished and paid by Buyer.
- The Buyer is agreeing to start the construction of the project in by 12-31-2021 with a completion no later than 12-31-2022. If Buyer does not start their project by December 31<sup>st</sup>, 2021, the city will have the right to repurchase this lot for \$75,000 and will be given copies of all engineering and survey documentation performed on the lot. This repurchase right is the city's option, it is not a guarantee or a requirement on the part of the city.
- Buyer and Seller agree to the return of the detention basin portion of the property to the City after closing via the city's Administrative Plat process.

Policy Considerations: None.

Action: Authorize the mayor to execute the attached contract for the sale of Lot 2, Lansing Towne Centre, 2<sup>nd</sup> Plat as outlined herein.

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## AGENDA ITEM #

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# LAND REAL ESTATE SALE CONTRACT

**THIS CONTRACT is made between:** (Print names and **INDICATE MARITAL STATUS OF PARTIES**. If Seller name is not completed, Licensee Assisting Seller to insert Seller name prior to presentation to Seller.)

**SELLER:** City of Lansing, KS

**BUYER:** Reddell Holdings, LLC

☐ **Bank-Owned Property (check if applicable):** If the real property is bank-owned and the titled owner of record is not known at the Effective Date of this Contract, BUYER and SELLER agree the name of the SELLER is amended to as it is stated in the Deed at Closing and is incorporated herein by reference and in any amendments and addenda. SELLER warrants it has full authority to sign and perform on this Contract on behalf of the titled owner of record.

## **PROPERTY, PROGRAMS, ADDENDA, DESCRIPTIONS AND CONDITIONS**

**1. PROPERTY.** BUYER agrees to purchase and SELLER agrees to sell the real property and the improvements thereon (the "Property") commonly known as:

<u>00000 Centre Drive</u>	<u>Lansing</u>	<u>66043</u>	<u>Leavenworth</u>
Street Address	City	Zip	County

**STATE: (Check one)** ☐ Missouri ☒ Kansas

**LEGAL DESCRIPTION:** (As described below) Lot 2, Lansing Towne Center 2nd plat  
LANSING TOWNE CENTER 2ND, S25, T09, R22E, Lot 2, SECTION 25 TOWNSHIP 09 RANGE 22E

**The Property will include the following, if any, unless otherwise excluded:**

**a. Additional Inclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; are considered to be part of the Property, and are included in the sale.

**b. Exclusions.** The following items, if any, supersede the Seller's Disclosure and the pre-printed list before; are not considered to be part of the Property, and are not included in the sale.

**c. Additional Terms and Conditions, if any.** Post closing, Seller agrees to reimburse the buyer up to fifteen thousand (\$15,000.00) dollars for any curb work that is needed to move the drive located on Centre Drive to the north to accommodate access to this lot. Buyer will need to provide seller with a paid receipt showing proof that this work has been accomplished and paid by Buyer.

<u>                    </u>	Initials	<u>SELLER and BUYER acknowledge they have read this page</u>	Initials	<u>                    </u>
SELLER	SELLER		BUYER	BUYER

2. **GOVERNMENT PROGRAMS.** BUYER acknowledges the possibility of government farm programs on the Property, or that programs could be obtained, and BUYER accepts the responsibility for researching said programs. BUYER is not relying on any other representations regarding accessing government programs.  
(Check applicable box)

- ☐ BUYER acknowledges and agrees to execute necessary documentation to continue government farm program subsequent to the Closing Date.  
☒ BUYER does not intend to participate in any existing government farm program.

3. **ADDENDA.** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract:  
(Check applicable boxes)

- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Seller's Disclosure and Condition of Property Addendum (Land) | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Other: _____ Addendum                              | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____ |

4. **DESCRIPTIONS AND CONDITIONS.**

- a. **Effective Date.** The Effective Date will be the date of final acceptance by the last party to sign this Contract or a Counter Offer Addendum.
- b. **Seller's Disclosure Status.** SELLER confirms information contained in the Seller's Disclosure and Condition of Property Addendum is current as of the Effective Date of the Contract. SELLER understands that the law requires disclosure of any material defects known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages.
- c. **Entire Agreement and Manner of Modifications.** This Contract and all attachments constitute the complete agreement of the parties concerning the Property; supersede all previous agreements, and may be modified or assigned only by a written agreement signed by all parties.
- d. **Parties.** This is a Contract between SELLER and BUYER. If SELLER or BUYER constitutes two or more persons, the terms "SELLER" or "BUYER" will be construed to read "SELLERS" or "BUYERS" whenever the sense of the Contract requires.

Unless identified as SELLER or BUYER, Listing Broker and any Cooperating Broker and their Agents (collectively referred to as "Broker") and any Escrow or Closing Agent are acting as Agents only and are not parties to this Contract.

SELLER and BUYER acknowledge Broker may have a financial interest in third parties providing specialized services required by this Contract including, but not limited to: Lender, title insurance company, Escrow Agent, Closing Agent, warranty company, wood infestation/mechanical/structural or other inspectors and repair personnel. SELLER and BUYER agree Broker will not be responsible for the conduct of third parties providing specialized services whether those services were arranged by SELLER, BUYER, or Broker on behalf of either.

- ☐ SELLER and/or BUYER is a licensed real estate broker or salesperson. (Check applicable boxes)  
☐ SELLER licensed in: ☐ MO ☐ KS ☐ Other \_\_\_\_\_  
☐ BUYER licensed in: ☐ MO ☐ KS ☐ Other \_\_\_\_\_

- ☐ Licensee assisting SELLER is an immediate family member of: (check applicable boxes)  
☐ SELLER ☐ BUYER  
☐ Licensee assisting BUYER is an immediate family member of: (check applicable boxes)  
☐ SELLER ☐ BUYER

- e. **Notices.** Any notice or other communication required or permitted hereunder may be delivered in person, by facsimile, United States Postal Service, courier service or email to the address set forth in this Contract or such other address or number as will be furnished in writing by any such party.

\_\_\_\_\_  
SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials BUYER  
\_\_\_\_\_  
BUYER | BUYER



Such notice or communication will be deemed to have been given as of the date and time so delivered. Delivery to or receipt by the Licensee assisting BUYER will constitute receipt by BUYER and delivery to or receipt by the Licensee assisting SELLER will constitute receipt by SELLER

- f. **Time is of the essence.** Time is of the essence in the performance of the obligations of the parties under this Contract. With the exception of the term "banking days" or "business days", as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.
- g. **Electronic Transaction.** All parties agree this transaction may be conducted by electronic means, including email, according to the Uniform Electronic Transaction Act as adopted in Kansas and Missouri.
- h. **Cyber Protection.** Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals. Always contact the closer directly before wiring any money.

**5. CONTRACT CONTINGENCIES.** This Contract is contingent upon:

- ☐ BUYER obtaining a soil analysis for the purpose of placing a private waste water disposal system on the Property that is acceptable to the BUYER.
- ☐ BUYER obtaining verification that a water meter is available. SELLER makes no representation regarding cost of installation.
- ☐ BUYER obtaining verification building permits can be obtained.
- ☒ BUYER reviewing and accepting the terms of any deed restrictions.
- ☐ BUYER reviewing and accepting the terms of any Homeowner's Association.
- ☐ Other: \_\_\_\_\_

BUYER will have 30 calendar days from the Effective Date of this Contract to remove all of these contingencies or to cancel the Contract by written notification to the SELLER if the contingencies cannot be satisfied. Failure to notify SELLER within the time specified constitutes a waiver of the contingencies and the BUYER waives their right to renegotiate or cancel the Contract.

**PURCHASE PRICE, FINANCIAL TERMS AND CLOSING AND POSSESSION**

**6. PURCHASE PRICE.** The Purchase Price for the Property is .....\$ 75,000.00 which BUYER agrees to pay as follows:

- a. **Earnest Money** will be delivered to Licensee Assisting Seller or Escrow Agent within 10 calendar days (three (3) if left blank) of the Effective Date (the "Delivery Period") and must comply with state laws as defined in the Earnest Money and Additional Deposits paragraph of this Contract.

**If Earnest Money is not delivered during the Delivery Period, SELLER may cancel this Contract by written notice any time prior to delivery of the Earnest Money.**

- b. **Earnest Money** in the amount of .....\$ 5,000.00 (b) in the form of: (Check one)

☐ Personal Check ☐ Electronic Funds Transfer ☒ Other Corporate Check

Deposited with: Lawyers Title

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

- c. **Additional Earnest Money** in the amount of (ZERO (\$0) if left blank) .....\$ \_\_\_\_\_ (c) in the form of: (Check one)

☐ Personal Check ☐ Electronic Funds Transfer ☐ Other \_\_\_\_\_

Deposited with: \_\_\_\_\_

\_\_\_\_\_  
SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials BUYER | BUYER

BUYER acknowledges that funds payable to and held by SELLER **WILL NOT** be held subject to the terms of the Earnest Money and Additional Deposits paragraph and may not be refundable.

d. **Total Amount Financed by BUYER** (Zero (\$0) if Cash Sale) .....\$ ..... (d)  
(not including financed mortgage insurance premiums  
or other Closing costs, if any)

e. **Balance of Purchase Price to be paid in CERTIFIED FUNDS** ..... \$ 70,000.00 (e)  
Purchase Price (less b, c & d of this paragraph) on or before the  
Closing Date.

f. **Total Seller Expenses (Zero (\$0) if left blank):**

**SELLER paid costs.** In addition to any other costs SELLER  
agreed to pay herein, SELLER agrees to pay other allowable Closing  
costs permitted by Lender(s) and/or prepaid items for BUYER, not  
to exceed: .....\$ ..... 0.00

g. **Other Financing Costs.**

1. **Loan Costs.** BUYER agrees to pay all customary costs necessary to obtain the Loan(s) (including but not limited to, origination fees, discounts or buy-downs) unless otherwise agreed.

2. **Flood Insurance.** BUYER agrees to pay for flood insurance if required by Lender(s).

7. **CLOSING AND POSSESSION.** On or before 09-30-21 ("Closing Date"), SELLER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), a general warranty deed (or special warranty deed or fiduciary deed, if SELLER is a corporation, association, financial institution or fiduciary) and all other documents and funds necessary to satisfy SELLER'S obligations under this Contract.

On or before the Closing Date, BUYER will execute and deliver into escrow with the title company(s) or other Closing Agent(s), all documents (including note(s), mortgage(s)/deed(s) of trust, and any other documents required by BUYER'S Lender(s), if BUYER is obtaining financing) and funds (including Loan proceeds, if BUYER is obtaining financing) necessary to satisfy BUYER'S obligations under this Contract.

**SELLER and BUYER acknowledge all funds required for Closing must be in the form of cashier's check, wire transfer or other certified funds.**

When all documents and funds have been executed and delivered into escrow with the title company(s) or other Closing Agent(s), the Closing will be completed. SELLER will deliver possession of the Property to BUYER on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_, m., (if left blank, Possession will be 5:00 P.M. on the Closing Date).

**BUYER must not occupy the Property or place personal property in or on it prior to completion of the Closing and disbursement or availability of SELLER'S proceeds, if any, unless otherwise agreed upon in writing by the BUYER and the SELLER.**

8. **APPRAISED VALUE CONTINGENCY.**

**If Financing is being obtained, the appraisal must be completed before the Loan commitment due date.**

**If a cash sale, BUYER may within \_\_\_\_\_ calendar days from the Effective Date of this Contract (within the Inspection Period if left blank) obtain, at BUYER'S expense, an appraisal of the Property by an independent licensed appraiser.**

\_\_\_\_\_| Initials **SELLER and BUYER acknowledge they have read this page** Initials \_\_\_\_\_  
SELLER | SELLER BUYER | BUYER



If the final appraised value of the Property, as determined by BUYER'S Lender's appraiser or if a cash sale, BUYER'S appraiser, is not equal to or greater than the Purchase Price, BUYER may notify SELLER in writing, within \_\_\_\_\_ calendar days (five (5) days if left blank), attaching a copy of the appraisal report, and the following may occur.

BUYER and SELLER will have \_\_\_\_\_ calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S appraisal report ("Appraisal Negotiation Period"), to reach an agreement resolving the appraisal value and/or purchase price.

During this period, SELLER or BUYER may seek a reconsideration of value by the appraiser. If such reconsideration finds a value equal to or greater than the Purchase Price, or if BUYER and SELLER sign an Amendment resolving the difference between the appraised value and the Purchase Price, the transaction will move forward to Closing.

If no resolution is reached prior to the expiration of the Appraisal Negotiation Period, then after the expiration of the Appraisal Negotiation period, either party may cancel this contract by written notice to the other and BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

#### 9. SALE CONTINGENCY.

- ☒ This Contract is **NOT** contingent upon the sale and Closing of a BUYER'S Property.
- ☐ This Contract **IS** contingent upon the sale and Closing of a BUYER'S Property and a Contingency For Sale and/or Closing of Buyer's Property Addendum is attached.

#### 10. FINANCIAL TERMS.

- ☐ **THIS IS A CASH SALE.** BUYER must provide written verification of funds within \_\_\_\_\_ calendar days (five (5) days if left blank) which are sufficient to complete the Closing on this Contract.
- ☒ **THIS IS A FINANCED SALE.** This Contract is contingent upon BUYER obtaining the financing described in this paragraph.

BUYER may obtain Loan(s) different from those described herein provided that the terms of the Loan(s) do not result in additional costs to SELLER, delay the Closing Date, or change the Loan approval time frame. These changes must be agreed in writing, by both parties, within five (5) calendar days of BUYER'S knowledge and no later than \_\_\_\_\_ calendar days before Closing (fifteen (15) days if left blank).

BUYER and SELLER are hereby informed that any changes to the terms below after the Effective Date of the Contract have the potential to delay Closing and/or change costs due to federal regulations.

#### a. Loan Types/Terms. BUYER will obtain a Loan upon the following terms:

Type:	Primary Loan	Secondary Loan
Conventional	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Interest Rate:		
Fixed Rate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Adjustable Rate	<input type="checkbox"/>	<input type="checkbox"/>
Interest Only	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>
Amortization Period	_____ years	_____ years
Principal Amount or LTV	_____	_____

All Loan amounts will include financed mortgage insurance premiums or VA funding fee, if any, according to the provisions described herein (the "Loan"). The Loan(s) will be secured by a mortgage/deed of trust on the Property or as otherwise required by Lender(s), and repayable in monthly installments.

\_\_\_\_\_  
SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials ML  
BUYER | BUYER



b. The Loan(s) will bear interest as follows:

1. Primary Loan \_\_\_\_\_ interest rate not exceeding \_\_\_\_\_% per annum or  
x the prevailing rate at Closing
2. Secondary Loan \_\_\_\_\_ interest rate not exceeding \_\_\_\_\_% per annum or  
\_\_\_\_\_ the prevailing rate at Closing

BUYER has the option to "lock in" the foregoing interest rate or to "float" the interest rate.

If BUYER locks in a rate, BUYER agrees to accept the "locked" rate and terms even if different than those stated above. If BUYER floats the rate, BUYER agrees to accept the rate and terms available from BUYER'S Lender(s) for which BUYER qualifies at Closing.

- c. Loan Application(s). BUYER agrees to authorize Lender(s) to perform all required services (credit report, appraisal, etc.), pay the fees required by Lender(s), and provide Lender(s) with all information requested no later than five (5) days after the Inspection Period ends.

☐ BUYER IS PRE-APPROVED (See attached Lender(s) letter(s).) BUYER has submitted information to \_\_\_\_\_ / \_\_\_\_\_ ("Lender(s)") who has checked BUYER'S credit and indicated that BUYER can qualify for a Loan(s) in an amount equal to or greater than the Loan(s) contemplated in this Contract, subject to satisfactory appraisal of the Property and any other conditions set forth in the attached Lender(s) letter(s). The pre-approval must indicate that the BUYER'S credit is acceptable to Lender(s) and indicate whether or not the pre-approval is subject to the sale and Closing of the BUYER'S current property.

☒ BUYER IS NOT PRE-APPROVED. Within \_\_\_\_\_ calendar days (five (5) days if left blank) after the Effective Date of this Contract, BUYER will complete a written application.

SELLER is aware that pre-approval is not a guarantee that BUYER will receive Lender(s) Loan approval(s).

- d. Loan Approval(s). BUYER agrees to make a good faith effort to obtain a commitment for the Loan(s) within \_\_\_\_\_ 30 \_\_\_\_\_ calendar days (forty-five (45) days if left blank) from the Effective Date of this Contract or within \_\_\_\_\_ calendar days (five (5) days if left blank) prior to the Closing Date, whichever is earlier (the "Loan Approval Period").

If BUYER is unable to obtain a commitment for the Loan(s) within the Loan Approval Period, BUYER or SELLER may cancel this Contract by written notice. If BUYER is unable to obtain the financing described herein, BUYER must provide written evidence of rejection from BUYER'S Lender(s). In either case, BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

**CONDITION, MAINTENANCE AND INSPECTIONS OF THE PROPERTY**

11. UTILITIES. SELLER agrees to leave all utilities on until the date of possession unless otherwise agreed. If applicable.

The BUYER will pay SELLER for the amount of fuel left in tank(s) at Closing based upon SELLER'S actual cost at time of purchase, if applicable. SELLER will have tank read no earlier than seven (7) calendar days and no later than five (5) calendar days prior to the Closing Date and provide documentation to BUYER.

12. MAINTENANCE OF PROPERTY. SELLER will maintain the Property in its present condition through the Possession Date. SELLER will advise BUYER of any substantial change in the condition of the Property prior to Closing Date. Unless otherwise agreed in writing, SELLER will remove all possessions from the Property, upon vacating or prior to delivery of Possession.

☐ (Check if applicable) SELLER will remove the following prior to the Possession Date: \_\_\_\_\_

\_\_\_\_\_  
SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials \_\_\_\_\_  
\_\_\_\_\_  
BUYER | BUYER

**13. CASUALTY LOSS.** If before delivery of the deed to BUYER, the Property is damaged or destroyed by fire or other causes including those that could be covered by what is known as fire and extended coverage insurance, then the SELLER must notify the BUYER in writing within one (1) calendar day of discovery of such damage. The parties agree that the risk of that damage or destruction will be borne as follows:

- a. If the damage is minor, SELLER may repair or replace the damage done to the Property if the work can be completed before the Closing Date.

If the SELLER elects to repair or replace the damage done to the Property, but repair/replacement cannot be completed prior to the Closing, with written agreement between the parties one of the following options will be chosen:

1. SELLER will pay for repair/replacement after Closing; or
2. The parties will extend the Closing Date to such time as repairs/replacement can be completed; or
3. With consent of BUYER'S Lender(s), 1.5 times the estimated cost of repair/replacement will be escrowed until repair/replacement is complete with any funds remaining after payment for repairs/replacement being remitted to the party that funded the escrow.

- b. If SELLER elects not to repair or replace the damage done to the Property, or if the damage is not minor, the BUYER may enforce or cancel this Contract by written notice to SELLER within ten (10) calendar days after receiving notice of such damage to the Property.

1. If BUYER elects to enforce this Contract, the Purchase Price will not be reduced and the Property will be conveyed in its existing condition at the time, provided SELLER must furnish BUYER with a copy of the insurance damage assessment and be responsible for paying the insurance deductible and assign SELLER'S fire and extended coverage proceeds to BUYER at Closing.

2. If BUYER and SELLER mutually agree upon the cost of repairs, then SELLER may pay the cost of those repairs.

**14. SURVEY.** BUYER acknowledges that a Mortgage Inspection Report or "Loan Survey" may be required by a lending institution and is not a "Staked Survey". A title insurance company typically requires a "Staked Survey" in order to provide survey coverage to the BUYER.

A "Staked Survey" of the Property is to determine there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey.

At least ten (10) calendar days prior to the Closing Date, BUYER will notify SELLER of any encroachments of any improvements upon, from, or onto the Property or any building setback line, property line, or easement, which encroachment will be deemed to be a title defect. SELLER will remedy such defects as are susceptible of being remedied prior to the Closing Date. If SELLER does not remedy the defects in title, BUYER will have the option of:

- a. Completing this purchase and accepting the title that SELLER is able to convey without adjustment in the Purchase Price; or
- b. Cancelling this Contract by written notice. BUYER'S Earnest Money will be subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

(Check box, if applicable):

- ☐ BUYER will, at BUYER'S expense, provide a "Staked Boundary Survey" for the Property prior to the Closing Date.
- ☐ SELLER will, at SELLER'S expense, provide a "Staked Boundary Survey" for the Property prior to Closing. This survey may not replace Lender's required loan inspection survey, if any, provided at BUYER'S expense.
- ☐ SELLER will provide a "Staked Boundary Survey" for the Property prior to the Closing Date, which will be paid for as follows: \_\_\_\_\_

☒ BUYER acknowledges there is no "Staked Survey" and is not requiring SELLER to provide a survey.

\_\_\_\_\_  
SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials                       
\_\_\_\_\_  
BUYER | BUYER



15. **INSPECTIONS AND DUE DILIGENCE.** BUYER may, within 30 calendar days (thirty (30) days if left blank) (the "Inspection and Due Diligence Period") after the Effective Date of this Contract, at BUYER'S expense, have the Property inspected and may conduct due diligence with regulatory agencies, governmental agencies, marketing firms, engineering firms and other authorities to determine the suitability of the Property for the intended use by BUYER. BUYER acknowledges such inspections may not identify deficiencies in inaccessible areas of the Property and may be limited by weather conditions at the time of the inspection

BUYER has the opportunity to become informed about environmental pollutants and the potential health risks of environmental pollutants. The SELLER and Licensee assisting the SELLER and/or the BUYER does not claim or possess any special expertise in the measurement or reduction of environmental pollutants, nor have they provided any advice to BUYER as to acceptable levels. Any testing desired or required will be at BUYER'S expense.

a. **Access to Property, Re-Inspections, Damages and Repairs.** SELLER will provide BUYER reasonable access to the Property to conduct the inspections, re-inspections, inspection of any corrective measures completed by SELLER and/or final walk through prior to the Closing Date. BUYER will be responsible and pay for any damage to the Property resulting from the inspection(s). SELLER agrees any corrective measures which SELLER performs pursuant to the following provisions will be completed in a workmanlike manner with good-quality materials.

b. **What If Buyer Does Not Conduct Inspections?** If BUYER does not conduct inspections, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to the inspection provisions.

c. **What Is An Unacceptable Condition?** An Unacceptable Condition is any condition identified in a written inspection report prepared by an independent qualified inspector of BUYER'S choice, which condition is unacceptable to BUYER and not otherwise excluded in this Contract.

d. **What If Buyer Does Not Give Timely Notice Of Unacceptable Conditions?** If BUYER conducts inspections, but fails to notify SELLER of Unacceptable Conditions prior to the expiration of the Inspection and Due Diligence Period, BUYER will have waived any right to cancel or renegotiate this Contract pursuant to these inspection provisions.

e. **What Is Not An Unacceptable Condition?** The following items will not be considered Unacceptable Conditions and cannot be used by BUYER as a reason to cancel or renegotiate this Contract. Not Applicable. Nothing is excluded as an unacceptable condition.

f. **What If Buyer's Inspections Reveal Unacceptable Conditions?** If BUYER'S inspections reveal Unacceptable Conditions, BUYER may do any one of the following.

1. **ACCEPT THE PROPERTY IN ITS PRESENT CONDITION.** BUYER may notify SELLER on the Inspection Notice that the inspections are satisfactory or do nothing. In either case, BUYER will have waived any right to cancel or renegotiate due to any Unacceptable Conditions; or

2. **CANCEL THIS CONTRACT** by notifying SELLER on the Inspection Notice within the Inspection Period; or

3. **OFFER TO RENEGOTIATE** with SELLER by notifying SELLER on the Resolution of Unacceptable Conditions within the Inspection Period.

BUYER'S notice of cancellation or offer to renegotiate terminates the Inspection and Due Diligence Period and must be accompanied by the applicable written inspection report(s) in their entirety from the independent qualified inspector(s) who conducted the inspection(s).

g. **Resolution of Unacceptable Conditions.** BUYER and SELLER will have \_\_\_\_\_ calendar days (five (5) days if left blank) after SELLER'S receipt of BUYER'S Inspection Notice/Resolution of Unacceptable Conditions (the "Renegotiation Period"), to reach an agreement resolving the Unacceptable Conditions.

SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials BUYER | BUYER

Any of the following executed and delivered to the other party or other party's Agent prior to the expiration of the Renegotiation Period will constitute such an agreement:

1. SELLER'S signature agreeing to do everything requested by BUYER on the original Resolution of Unacceptable Conditions Amendment attached to Inspection Notice; or
2. A revised Resolution of Unacceptable Conditions Amendment signed by BUYER and SELLER resolving the unacceptable conditions; or
3. BUYER'S signature on the Resolution of Unacceptable Conditions Amendment accepting the Property in its present condition.

If no agreement resolving the Unacceptable Conditions is reached during the Renegotiation Period as provided above, then after the expiration of the Renegotiation Period either of the following is permitted under the Contract.

- A. Negotiations may still proceed. Any agreement must be in a written Amendment and signed by both parties.
- B. Either party may cancel this Contract by written notice to the other and the Earnest Money will be returned subject to the provisions of the Earnest Money and Additional Deposits paragraph of the Contract.

#### **DEFAULTS AND REMEDIES**

16. **DEFAULTS AND REMEDIES.** SELLER or BUYER will be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either SELLER or BUYER under this Contract, the other party will have the following remedies, subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

If SELLER defaults, BUYER may:

- a. Specifically enforce this Contract and recover damages suffered by BUYER as a result of the delay in the acquisition of the Property.
- b. Terminate this Contract by written notice to SELLER and, at BUYER'S option, pursue any remedy and damages available by law or in equity. If BUYER elects to terminate this Contract, the Earnest Money will be returned to BUYER subject to the provisions of Earnest Money and Additional Deposits paragraph of this Contract.

If BUYER defaults, SELLER may:

- a. Specifically enforce this Contract and recover damages suffered by SELLER as a result of the delay in the sale of the Property.
- b. Terminate this Contract by written notice to BUYER and, at SELLER'S option, either retain the Earnest Money as liquidated damages as SELLER'S sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by BUYER'S breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine) as provided in this Contract, or pursue any other remedy and damages available at law or in equity.

In any legal action to enforce rights under this Contract, the prevailing party is entitled to reimbursement of all reasonable attorney fees, court costs, and other related legal expenses incurred in connection with such legal action.

17. **DISPUTE RESOLUTION.** If a dispute arises relating to this Contract prior to or after closing between BUYER and SELLER, or between BUYER and/or SELLER and a Brokerage Firm and its licensees assisting in the transaction, and the parties to such dispute or claim are unable to resolve the dispute, BUYER and SELLER agree in good faith to attempt to settle such dispute through the dispute resolution process using a professional mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed

SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials BUYER | BUYER




by the parties pursuant to the dispute resolution conference shall be binding. For controversies and claims that do not exceed the lesser of: (a) \$5,000.00 (five thousand dollars); or (b) the applicable jurisdictional limit of small claims court, either party may bring such claims in small claims court in lieu of arbitration. The following matters are excluded from dispute resolution: foreclosure or other action to enforce a deed of trust, mortgage, or land contract; an unlawful detainer action; the filing or enforcement of a mechanic's lien; any matter, which is within the jurisdiction of a probate court, or; a violation of a state's real estate license laws.

**ADDITIONAL DISCLOSURES INCLUDING THOSE MANDATED BY STATE OR FEDERAL LAW**

- 18. CRIMINAL OFFENDERS.** In Missouri and Kansas, law requires persons who are convicted of certain crimes, including certain sexually violent crimes, to register with the Sheriff of the county in which they reside. If you, as the BUYER, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local Sheriff's office in Kansas. In Missouri, you may find information on the homepage of the Missouri State Highway Patrol at <http://www.mshp.dps.missouri.gov/> or BUYER should contact the Sheriff of the county in which the Property is located.
- 19. FRANCHISE DISCLOSURE.** Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

**THIS SPACE INTENTIONALLY LEFT BLANK**

Continued on next page

Initials SELLER and BUYER acknowledge they have read this page Initials     
 SELLER | SELLER BUYER | BUYER

**20. BROKERAGE RELATIONSHIP DISCLOSURE.**

SELLER and BUYER acknowledge the Real Estate Brokerage Relationship Brochure has been furnished to them and the brokerage relationships were disclosed to them no later than the first showing, upon first contact, or immediately upon the occurrence of any change to that relationship.

SELLER and BUYER acknowledge the real estate Licensee(s) involved in this transaction may be acting as Agents of the SELLER, Agents of the BUYER, Transaction Broker(s) or Disclosed Dual Agents (Available only in Missouri.).

Licensee acting in the capacity of:

- a. Agent for the SELLER has a duty to represent the SELLER'S interest and will not be the Agent of the BUYER. Information given by the BUYER to an Agent of the SELLER will be disclosed to the SELLER.
- b. Agent for the BUYER has a duty to represent the BUYER'S interest and will not be an Agent of the SELLER. Information given by the SELLER to an Agent of the BUYER'S will be disclosed to the BUYER.
- c. Transaction Broker is not an Agent for either party and does not advocate the interests of either party.
- d. Disclosed Dual Agent (Available only in Missouri) is acting as an Agent for both the SELLER and the BUYER, and a separate Disclosed Dual Agency Amendment is required.

Agent generating the Contract is responsible for checking appropriate boxes on BOTH sides of Agency PRIOR TO THEIR CLIENT SIGNING.

Licensee assisting Seller is a: (Check appropriate box(es))	Licensee assisting Buyer is a: (Check appropriate box(es))
<input type="checkbox"/> SELLER'S Agent	<input type="checkbox"/> BUYER'S Agent
<input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)	<input checked="" type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
<input type="checkbox"/> Transaction Broker and SELLER agrees, if applicable, to sign a Transaction Broker Addendum. SELLER is not being represented.	<input type="checkbox"/> Transaction Broker and BUYER agrees, if applicable, to sign a Transaction Broker Addendum. BUYER is not being represented.
<input type="checkbox"/> Disclosed Dual Agent and SELLER agrees to sign a Disclosed Dual Agency Amendment. (Missouri only)	<input type="checkbox"/> Disclosed Dual Agent and BUYER agrees to sign a Disclosed Dual Agency Amendment. (Missouri Only)
<input type="checkbox"/> BUYER'S Agent	<input type="checkbox"/> SELLER'S Agent
<input type="checkbox"/> Designated BUYER'S Agent (In Kansas, Supervising Broker acts as Transaction Broker)	<input type="checkbox"/> Designated SELLER'S Agent (In Kansas, Supervising Broker acts as a Transaction Broker)
<input type="checkbox"/> Subagent	<input type="checkbox"/> Subagent
<input checked="" type="checkbox"/> SELLER is not being represented.	<input type="checkbox"/> BUYER is not being represented.

**SOURCE OF COMPENSATION.** Brokerage fees, to include but not limited to broker commissions and other fees, will be paid out of escrow at Closing as follows, unless otherwise described in the terms of the respective agency agreements or other SELLER/BUYER agreements. SELLER and BUYER understand and agree Brokers may be compensated by more than one party in the transaction. (Check all applicable boxes)

Brokers are compensated by: ☒ SELLER and/or ☐ BUYER

The signatures below only apply to the Brokerage Relationship Disclosure.

_____ Licensee assisting Seller	_____ DATE	_____ Licensee assisting Buyer	_____ DATE
_____ SELLER	_____ DATE	_____ BUYER	_____ DATE
_____ SELLER	_____ DATE	_____ BUYER	_____ DATE



**TERMS AND CONDITIONS**

**21. EARNEST MONEY AND ADDITIONAL DEPOSITS.**

- a. **Delivery.** SELLER may cancel Contract by written notice if Earnest Money and Additional Deposits are not received by Listing Broker or Escrow Agent as specified in this Contract.
- b. **Deposit.** Earnest Money and Additional Deposits will be deposited into an insured account by the specified Listing Broker/Escrow Agent within five (5) business days (Kansas Property) or ten (10) banking days (Missouri Property) of the Effective Date. All parties agree that Listing Broker/Escrow Agent will retain any interest earned on escrowed funds.
- c. **Cancellation of Contract.** If this Contract is terminated by the express provisions of this Contract or by either party pursuant to a right expressly given in this Contract, the Earnest Money and Additional Deposits will be returned to BUYER, and neither party will have any further rights or obligations under this Contract, except as otherwise stated in this Contract.

Notwithstanding any other terms of this Contract providing for the forfeiture or refund of Earnest Money and Additional Deposits, the parties understand neither the Listing Broker nor the Escrow Agent can distribute the Earnest Money and Additional Deposits without the written consent of all parties to this Contract unless permitted to do so by applicable state laws.

If BUYER and SELLER are unable to agree in writing upon the disposition of the Earnest Money and Additional Deposits or any other funds, Listing Broker or Escrow Agent may commence an inter-pleader or similar proceeding and BUYER and SELLER authorize Listing Broker or Escrow Agent to pay all funds to the Clerk of the Court for disposition as the Court may direct.

BUYER and SELLER agree Listing Broker or Escrow Agent will be entitled to reimbursement of its costs incurred in connection with the inter-pleader or similar proceeding including without limitation, reasonable attorney fees and expenses.

BUYER and SELLER agree, in the absence of a dispute or written consent to distribution, the failure by either to respond in writing to a certified letter from Listing Broker or Escrow Agent within seven (7) calendar days (if Kansas Property)/fifteen (15) calendar days (if Missouri Property) of receipt thereof or failure to make written demand for return or forfeiture of the Earnest Money and Additional Deposits within thirty (30) calendar days (if Kansas Property)/sixty (60) calendar days (if Missouri Property) of notice of cancellation of this Contract will constitute consent to distribution of the Earnest Money and Additional Deposits as suggested in such certified letter.

All parties acknowledge any Earnest Deposit funds that remain in the Listing Broker or Escrow Agent's account for over one (1) year (if Missouri Property)/five (5) years (if Kansas Property) may be sent to the respective states as requested or required by law.

**22. TAXES, PRORATIONS AND SPECIAL ASSESSMENTS.** All general/state/county/school and municipal real estate taxes, homeowner's association dues and fees, special assessments, interest on existing Loans to be assumed by BUYER, and any other contractual obligations of SELLER to be assumed by BUYER for years prior to the current calendar year will be paid by SELLER.

- a. Any of the preceding items which become due and accrue during the calendar year in which SELLER'S warranty deed is delivered (including rents, if applicable) will be prorated between the parties as of the Closing Date and, for all years thereafter, to the extent permitted by applicable law, will be assumed and paid by the BUYER. BUYER acknowledges that the Property may be subject to a special assessment, fee, or located in an improvement district. BUYER acknowledges this disclosure is required by Kansas law, and may be found in the Seller's Disclosure and Condition of Property Addendum or a separate document, if applicable.

SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials BUYER | BUYER

b. If the actual amount of any item, other than taxes for the current year, cannot be ascertained from the public record, the amount of the item for the preceding year will be used for the current year's amount. If the actual amount of taxes for the current calendar year cannot be determined, it will be estimated by using the current year's appraised value, if available from the county taxing authority, and last year's mill levy. If appraised value is not available, the Contract Purchase Price will be used with last year's mill levy. BUYER and SELLER agree to accept such prorations as final and release each other, Broker(s), Agent(s), and Closing Agent(s) from any liability for any increase or decrease in actual taxes due.

In Missouri, reassessment takes place in odd-numbered years. Missouri transactions closing in odd-numbered years are subject to the process in the preceding paragraph. Missouri transactions closing in even-numbered years will be prorated based upon the preceding year's tax amount.

23. **EVIDENCE OF TITLE.** SELLER agrees to provide and pay for an owner's title insurance policy in the amount of the Purchase Price insuring marketable fee simple title in BUYER, subject to the Permitted Exceptions and with the exception of any liens, encumbrances or other matters affecting title to the Property created by BUYER or arising by virtue of BUYER's activities or ownership.

Within a reasonable time after the Effective Date, but prior to the Closing Date (the "Commitment Delivery Date"), SELLER agrees, at SELLER's expense, to deliver to BUYER a title insurance commitment from a company authorized to insure titles in the state where the Property is located, setting forth its requirements to issue an owner's title policy and mortgage policy, if applicable.

Unless there is a defect in title to the Property that is not corrected prior to the Closing Date, BUYER may not object to untimely delivery of the title commitment. The title commitment will commit to insure marketable fee simple title in the BUYER upon the recording of the deed or other document of conveyance. Title to the Property will be subject to the conditions in this Contract and to customary covenants, declarations, restrictions, zoning laws, easements, party wall agreements, special assessments, and community contracts of record as of the date of recording the deed or other document of conveyance (the "Permitted Exceptions").

BUYER will have a reasonable time after receipt of the title commitment (the "Objection Period") to notify SELLER in writing of any valid objections to title to the Property. SELLER will then make a good faith effort to remedy the defects in title. If SELLER is not able to remedy the title defects before the Closing Date, BUYER may elect to waive the objections, extend the Closing Date a reasonable time for the SELLER to remedy the defects, or cancel this Contract by written notice.

If the time between the Effective Date and the Closing Date is short, both the Commitment Delivery Date and the Objection Period will be as soon as reasonably possible, but no later than the Closing Date.

24. **EXPIRATION.** This offer will expire on \_\_\_\_\_ (five (5) days if left blank), at \_\_\_\_\_ o'clock \_\_\_\_m. (5:00 p.m. if left blank) unless accepted or withdrawn before expiration.

\_\_\_\_\_  
SELLER | SELLER Initials SELLER and BUYER acknowledge they have read this page Initials \_\_\_\_\_  
BUYER | BUYER



**CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING.**  
**WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
**IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

**SELLER** hereby authorizes Closing Agent to obtain payoff information from **SELLER'S** Lender(s).

**BUYER** and **SELLER** hereby specifically permit the Brokerage(s) assisting in the transaction to obtain and retain copies of both **BUYER'S** and **SELLER'S** Closing Statements.

☐ Signatures not required, see Counter Offer Addendum.

SELLER	DATE	BUYER	DATE
SELLER	DATE	BUYER	DATE
BROKERAGE	(Please Print)	BROKERAGE	(Please Print)
ADDRESS		ADDRESS	
Name of Licensee assisting Seller	(Please Print)	Name of Licensee assisting Buyer	(Please Print)
Listing Licensee's Contact #	Brokerage Contact #	Selling Licensee's Contact #	Brokerage Contact #
Listing Licensee's Email Address		Selling Licensee's Email Address	

**FORM CERTIFICATION: (TO BE SIGNED BY LICENSEE PREPARING THIS FORM)**

The undersigned Licensee assisted in completing the blanks in the foregoing form and confirms, to the best of his/her knowledge, that the printed form contains the language approved by Counsel for the Kansas City Regional Association of REALTORS®. The undersigned Licensee further confirms no additions or deletions to the approved language have been made, except such changes as may appear hereon made by hand or computer generation and signed and/or initialed by the party submitting this offer. Licensee's signature below is not an opinion as to the legal validity or meaning of any provisions contained in this form, but merely confirms, to the best of the Licensee's knowledge, no changes have been made to the approved form.

By: \_\_\_\_\_  
 Licensee Preparing Form

**CERTIFICATION OF REJECTION: (TO BE COMPLETED ONLY UPON SELLER'S REJECTION OF OFFER)**

Listing Licensee acknowledges receipt of this offer and has made a presentation to SELLER on \_\_\_\_\_ for SELLER'S consideration.

DATE TIME

By: \_\_\_\_\_  
 Licensee assisting SELLER

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2020. All previous versions of this document may no longer be valid. Copyright January 2021.

**Addendum to Land Real Estate Contract**

This addendum is for use as an attachment to an offer, counter offer or changes/modifications addendum during negotiations. It is not intended for use as an amendment to an existing contract.

Seller: City of Lansing, KS  
 Buyer: Reddell Holdings, LLC  
 Property: 0000 Centre Drive, Lansing KS - Lot 2, Lansing Towne Center 2nd Plat

The following terms are an integral part of the above referenced offer or counter offer:

Base Contract, Paragraph 1C or Additional Terms is changed as follows:

Buyer agrees to use its best efforts to start construction (as evidenced by work performed on the site pursuant to a building permit) of Buyers project by 12-31-21, with a completion date of no later than 12-31-22, subject to force majeure and such matters as are beyond the reasonable control of Buyer. If Buyer does not commence the project by the date established above (subject to force majeure and such matters as are beyond the reasonable control of Buyer) then Seller will have the right to repurchase the property for the sum of \$75,000.00, subject to the rights of any lenders, mortgagees, which rights shall be superior to this reversionary interest.

If Seller exercises its right of repurchase, Buyer shall provide Seller with copies of all engineering and survey documentation performed on the property.

This repurchase right is the Sellers option, and is not a guarantee or a requirement on the part of the Seller. The Seller, being also the permitting authority for the proposed project, will make every effort to issue building permits in a timely manner.

Buyer and seller agree to the return of the detention basin portion of the property to the Seller after closing via the City of Lansing Administrative Plat process, all costs of which are to be incurred by the Buyer, with the exception of the application fee which is to be waived by the Seller.

Carefully read the terms herein before signing. When signed by all parties, this document becomes part of a legally binding contract. If not understood, consult an attorney before signing.

Seller

Date

Buyer

Date

---

## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Sarah Bodensteiner, City Clerk  
DATE: August 13, 2021  
SUBJECT: Executive Session – Preliminary Discussion of the Acquisition of Real Property

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Executive Session will be called for the preliminary discussion of the acquisition of real property, K.S.A. 75-4319(b)(6).

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## AGENDA ITEM #

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works *NEWS 8/12/2021*

DATE: August 13, 2021

SUBJECT: Property Acquisition Appraisal Acceptance for K7&Eisenhower Project

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The Appraisals for the K7&Eisenhower Intersection project have been completed. Once accepted by the City Council, the acquisition agent will present the offers to the property owners. This is the next step required to comply with the acquisition guidelines of the Kansas Department of Transportation (KDOT) and the rules under the Uniform Act.

The opinion of just compensation for the temporary construction easement, Right of Way, sidewalk easements, drainage easements, and cost to cure items has been determined by The Simmons Company. This is calculated for the four parcels in Lansing, the Leavenworth property is handled separately by the MOU.

Policy Considerations: The details of real property acquisitions are discussed in Executive Session.

Action: Accept the appraised value for the real property acquisition on the K7&Eisenhower Project and authorize staff to continue negotiations.

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## AGENDA ITEM #

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## AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Sarah Bodensteiner, City Clerk  
DATE: August 11, 2021  
SUBJECT: Executive Session – Economic Development

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

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## AGENDA ITEM #

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

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Comments
2007	Ford	Econoline	15 Passenger Wagon	21193	21,304	111	
						0	
						0	
						0	
						0	
Total						111	

Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2018	Advance	SC1500	AutoScrubber Floor Machine	41.79	42.45	0.66	Community Center Cleaning
2018	Kubota	ZG227-A	Mower	198.9	207.8	8.9	
2021	Kaivac	1750	Cleaning Machine	3.3	3.3	0	
						0	
						0	
						0	
Total						9.56	

**Lansing Community and Economic Development Department  
Monthly Fleet Report**

**Month** July **Year** 2021

**Vehicles**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>License Plate #</b>	<b>Description</b>	<b>Mileage Starting</b>	<b>Mileage Ending</b>	<b>Miles Driven</b>	<b>Comments</b>
2006	Ford	Ranger XLT	67211	LT. Pick-up Ext	54,798	55,281	483	
2005	Ford	Ranger	57932	LT. Pick-up Ext	48,675	48,675	0	
2015	Dodge	Journey	A6545	SUV	76,519	76,581	62	



## Parks and Recreation Fleet Report July 2021

### Vehicles:

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
2006	Dodge	Caravan	Minivan	50237	50,321	84	AC/Parks use	
2014	Ford	F-350	Dump truck	21092.8	21143.7	50.9	Parks maintenance	
2016	Jeep	Patriot	SUV	65309	65366	57	Activity Center use	
2017	Chevrolet	Silverado	truck	17771	18086	315.00	Parks maintenance	
2018	Ford	F-350	4-dr crew	20548	21181	633	Parks maintenance	
<b>Total</b>						1139.9		

### Equipment:

Year	Make	Model	Description	Hours Start	Hours End	Hours used	Current Use	Comments
1992	Massey Ferguson	1020	Tractor	1983.3	1983.3	0	Parks maintenance	
2005	Kubota	F3060	mower	322.8	327.3	4.5	Parks maintenance	
2007	Turbo Tool Cat	5600	utility vehicle	1220.3	1232.1	11.8	Parks maintenance	
2012	Wright	ZK	stander mower	1130.9	1137	6.1	Parks maintenance	
2016	ABI	Force	infield groomer	262.3	265.9	3.6	Parks maintenance	
2017	Kubota	ZD1211	mower	682.8	708.1	25.3	Parks maintenance	
2018	Polaris	Ranger	utility vehicle	265.6	286.9	21.3	Parks maintenance	
2019	Exmark	LZ 72	mower	409.6	432.8	23.2	Parks maintenance	
2019	Emark	LZ 96	mower	219.6		219.60	Parks maintenance	out for service
2020	Kubota	ZD1211	mower	61.7	97.9	36.2	Parks maintenance	
<b>Total</b>						351.6		



## Lansing Police Department Vehicle Fleet End of Month Report

Jun-2021

Unit	Year	Make/Model	Last 5 VIN	Mileage as of 07/01	Mileage as of 08/03	Miles Driven	Current Use	Future Use	Comments
1	2013	Ford Explorer	40459	88974	92823	3849	KLETC	KLETC	Officers to KLETC
2	2020	Dodge Durango	96952	19087	21632	2545	Patrol	Patrol	Fit for patrol duty
3	2021	Dodge Durango	64458	0	675	675			Being Upfitted
4	2015	Ford Explorer	40976	63651	64721	1070	Patrol	Patrol	Fit for patrol duty
5	2021	Dodge Durango	64459	663	1350	687	Captain	Captain	Limited Use - Captain
6	2019	Dodge Durango	85334	37747	38357	610	Sergeants	Sergeants	Limited Use - Sergeants
7	2018	Ford Explorer	34004	11928	12925	997	Patrol	Patrol	Fit for patrol duty
8a	2017	Dodge Charger	86270	61277	61807	530	Patrol	Patrol	Fit for patrol duty
9	2018	Ford Explorer	34003	30364	30521	157	Lieutenant	Lieutenant	Limited Use - Lieutenant
11	2003	Ford F150	64639	86808	86808	0	Animal Control	Animal Control	Fit for animal control duty
12	2019	Dodge Durango	85335	14878	15758	880	Chief	Chief	Limited Use - Chief
13a	2017	Dodge Charger	96163	62682	64651	1969	Patrol	Patrol	Fit for patrol duty
15	2021	Dodge Durango	?????	0	0	0			Awaiting Upfit
17	2016	Dodge Charger	23367	56146	57972	1826	Patrol	Patrol	Fit for patrol duty
					<b>Mileage Total:</b>	15795			

**Lansing Public Works Department  
Monthly Fleet Report**

Month July Year 2021

**Vehicles**

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2008	Ford	Ranger XLT	70321	LT. Pick-up Ext	58,594			Sold Purple Wave
1998	Ford	1/2 ton	48091	Pick-up	67,914	68,186	272	
2005	Sterling	LT 8500	64614	Dump Truck	58,335	58,461	126	
2007	Elgin	Crosswind J+	70295	Street Sweeper	6,943	6,952	9	
2017	Chevrolet	3500	88437	Pick-up Truck	24,962	25,545	583	
2011	International	7400	75269	Dump Truck	21,132	21,210	78	
2016	Ford	F350 4x4	88468	One-ton Dump Truck	15,678	15,969	291	
2013	Ford	Explorer	80551	SUV	70,857	71,082	225	
2019	Ford	Ecosport	A4358	SUV	5,777			
2020	Chevrolet	3500	A8914	One-ton Dump Truck	2,001	2,262	261	
2005	Mack	Granite	B0282	Dump Truck	43,348	43,506	158	

**Equipment**

Year	Make	Model		Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH		Grader	5,123	5,134	11	
2004	IR	DD-24		Asphalt Roller	299	300	1	
2006	IR	185		Air Compressor	218	218	0	
1997	Bobcat	763		Skid Steer	2,265	2,273	8	
2014	Case	580 SNWT		Backhoe	1,622	1,639	17	
2002	Crafco	110		Crack Sealer	821	821	0	
2003	Kubota	L3710		Tractor	1,631	1,631	0	
2009	Case	465		Skid Steer	714	717	3	
2018	John Deere	5065E		Tractor	144	151	7	
2018	Vermeer	BC1000		Chipper	8	8	0	

Agenda Item 11.

July  
City Influent 39.15 MG City Avg Daily 1.26 MGD  
LCF Influent .533 MG LCF Daily Avg .172 MGD  
Total Biosolids 1.35 Precip 1.63 inches

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1999	Sterling	Vactor	Jet Truck	8371	8392	21	Collection System	
2012	Chevrolet	Tahoe	SUV	105524	105670	146	Ops/Maint.	
2019	Ford	F250	Pick Up Truck	9273	9531	258	Ops/Maint.	
2019	Ford	F250	Flatbed Truck	2932	2979	47	Ops/Maint.	
2005	Freightliner	M2106	Dump Truck	25017	25108	91	Biosolids Disposal	
Total						563		

Equipment

Year	Make	Model	Description	Hours Start	Hours Ending	Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	970	970	0	Plant Activities	
1999	Sterling	Vactor	Jet Truck	2275	2277	2	Collection System	
2004	John Deere	7920	Tractor	1297	1299	2	Biosolids Disposal	
2005	Polaris	Ranger #1	Utility Vehicle	1386	1394	8	Operations	
2004	Case	621D	Loader	2429	2432	3	Operations	
2005	Polaris	Ranger #2	Utility Vehicle	1485	1500	15	Maintenance	
2006	JCB	531-70	Telehandler	637	653	16	Plant Activities	

**COMMUNITY AND ECONOMIC DEVELOPMENT  
PERMITS/LICENSES AND CODE ENFORCEMENT REPORT FOR JULY**

**TO:** Tim Vandall, City Administrator

**FROM:** Matthew R. Schmitz, Director, Community and Economic Development

*MRS*

**DATE:**

<b>PERMITS AND LICENSES:</b>	<b><u>Current Month</u></b>	<b><u>Year to Date</u></b>
Number of permits issued.....	71	332
Number of permits for new single-family housing completed.....	0	0
Number of permits for new multi-family housing completed.....	0	0
Number of occupancy certificates issued.....	0	4
Number of permits for new single-family housing currently in process or pending issuance.....	0	0
Number of permits for new multi-family housing currently in process or pending issuance.....	0	0
Total valuation of residential and commercial construction and remodeling for which permits were issued.....	\$1,074,240.98	\$5,453,262.42
Permit fees.....	\$9,116.00	\$40,650.50
Number of inspections performed.....	40	246
Number of trade licenses issued.....	2	127
Total trade contractor licenses issued.....	10	338
Number of occupational licenses issued.....	10	91

<b>CODE ENFORCEMENT:</b>	<b><u>Current Month</u></b>	<b><u>Year to Date</u></b>
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Nuisance Report

Three Day Warnings:.....	29	193
Certified Letters Sent:.....	0	4
Compliance:.....	22	153
Compliance Review:.....	27	171

Vehicle Report

Warning Letters/Verbal:.....	1	19
Certified Letters Sent (20 Days):.....	0	1
Compliance:.....	1	16
Compliance Review:.....	1	19

Weeds Report

Three Day Warnings:.....	14	92
Certified Letters Sent:.....	0	6
Compliance:.....	7	59
Compliance Review:.....	12	74

Infiltration of Storm Water System

Three Day Warnings:.....	0	0
Certified Letters Sent:.....	0	0
Compliance:.....	0	0
Compliance Review:.....	0	0

Additional Actions

Violation Publications:.....	0	0
Number of Court Actions:.....	0	0
Abated:.....	2	4
Citations:.....	0	0
Contracted for Work:.....	2	4