

## **AGENDA**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **OLD BUSINESS**

- [1.](#) Approval of Minutes
- [2.](#) Ord No. 1128 - An Ordinance Granting a Change of Zoning

### **AUDIENCE PARTICIPATION**

### **PRESENTATIONS**

### **NEW BUSINESS**

- [3.](#) Public Hearing - Riverbend Heights RHID Adoption Resolution
- [4.](#) Charter Ord No 1-2025 Reinvestment Housing Incentive District
- [5.](#) Mill & Overlay Bid Approval
- [6.](#) Bid Approval - Seasonal Right of Way Mowing

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

- [7.](#) Fire Department Reports
- [8.](#) Library Report
- [9.](#) Fleet Report
- [10.](#) City Administrator Report

### **PROCLAMATIONS**

### **OTHER ITEMS OF INTEREST**

### **ADJOURNMENT**

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

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Tish Sims, City Clerk  
DATE: April 10, 2025  
SUBJECT: Approval of Minutes

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The Regular Meeting Minutes of April 3, 2025, are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of April 3, 2025, as presented.

**CITY OF LANSING**  
**CITY COUNCIL MEETING**

**REGULAR MEETING MINUTES**  
**April 3, 2025**

**Call To Order:**

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

**Roll Call:**

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

**Councilmembers Present:**

**Ward 1:** Gene Kirby and Kevin Gardner (Zoom)

**Ward 2:** Donald Studnicka and Jake Kowalewski

**Ward 3:** Kerry Brungardt and Jesse Garvey (Zoom)

**Ward 4:** Dan Clemons and Pete Robinson

**Councilmembers Absent: None**

**OLD BUSINESS:**

The Regular Meeting minutes of March 20, 2025, were provided for review.

**Councilmember Robinson made a motion to approve the Regular Meeting Minutes of March 20, 2025, as presented. Councilmember Kowalewski seconded the motion.**

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

**\*\*Councilmember Gardener entered in person at 7:04pm.\*\***

**Audience Participation:** None

**Presentations:**

**Citizen's Academy Graduation**

The Citizens' Academy provides an interactive experience for participants to learn about the functions and responsibilities of each City department. Participants meet with the Mayor and City staff members. Below are the graduates who were in attendance:

Princess Bakair  
 Shaylee Borcsani  
 Lance Gordon  
 Rebecca Gordon  
 Ben Hernandez  
 Loyd Jackson  
 Shannon Lewis  
 Bruce Logan  
 Joe Wilson

**\*\*\*unable to attend were: Ginger Riddle, Michael Schwartz and Kristin Schwartz.**

**Arbor Day Proclamation**

One of the long-term goals of the Lansing Tree Board is to retain status as a Tree City. Lansing has been recognized as such for 25 years. One of the criteria for gaining this status is an Arbor Day Proclamation. Parks and Recreation Director Jason Crum was presented with the proclamation.

**Child Abuse Prevention Month Proclamation**

A representative from First Judicial District CASA Association was present to receive a proclamation declaring the month of April as National Child Abuse Prevention Month.

**National Library Week Proclamation**

A proclamation in recognition of National Library Week on April 7-13, 2024. Lansing Community Library Director Terri Wojtalewicz was present to receive the proclamation.

**COUNCIL CONSIDERATION OF AGENDA ITEMS:**

**Ordinance No. 1130: Amending the City of Lansing Zoning Map**

The applicant is requesting a rezoning of approximately 145.54 acres located adjacent to Kansas Highway 7 and McIntyre Road, from A-1 (Agricultural District) to the following zoning designations:

- R-4 (Multi-Family Residential District) – Tract 1: 38.477 acres
- I-1 (Light Industrial District) – Tract 2: 85.484 acres
- B-3 (Regional Business District) – Tract 3: 21.581 acres

The purpose of this rezoning is to entitle the property for future development opportunities and improve its marketability. No specific development plans are currently proposed. In accordance with Lansing’s UDO, the City Council may:

- Approve the application and Ordinance No. 1130, Amending the
- City of Lansing’s Zoning Map, in accordance with the Planning Commission’s recommendation;
- Override the Planning Commission’s recommendation (in whole or in part) by a two thirds majority vote of the Council; or
- Return the application to the Planning Commission for further review of specified factors.

Since a valid protest petition has been filed, the vote will require a super majority to pass – a vote of at least six members – not including the Mayor.

**Public Comments from property owners began at 7:16PM and ended at 7:51PM:**

- April Cromer – 23916 131<sup>st</sup> St Leavenworth, KS
- John Redden – 24170 131<sup>st</sup> St Leavenworth, KS
- Lisa Holleron – 13382 McIntyre Leavenworth, KS
- Rebecca Mahan – 13883 McIntyre Rd Leavenworth, KS
- Dennis Harrington – 1233 S Desoto Lansing, KS
- Paul Cromer – 23916 131<sup>st</sup> St Leavenworth, KS
- Pat Melvin – 13438 McIntyre Leavenworth, KS
- Mary Ryan – 128 W Kansas St, Lansing, KS

**Councilmember Robinson made a motion to adopt Ordinance No. 1130 to amend the City of Lansing Zoning Map in accordance with the Planning Commission’s Recommendation. Councilmember Clemons seconded the motion.** City Attorney Greg Robinson clarified about zoning, comprehensive plan, the \$3 million in infrastructure improvements, and the K-7 corridor plan/MOU.

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

**LCHS Hayslett Replat Final Plat**

The Applicant proposes to replat the existing Lot 1 of the LCHS Hayslett subdivision (an 8.08-acre lot) into two separate lots, Lot 1 being 7.49 acres in size and Lot 2 being 0.59 acres in size. The Planning Commission voted 5-0 to approve the Preliminary and Final Plats.

**Councilmember Kirby made a motion to approve the LCHS Hayslett Replat Final Plat and accept the dedication of land for public purposes as outlined thereon. Councilmember Kowalewski seconded the motion. No discussion took place.**

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

**Executive Session – Preliminary Discussion of the Acquisition of Real Property**

**Councilmember Brungardt made a motion to enter into Executive Session for the preliminary discussion of the acquisition of real property, K.S.A. 75-4319(b)(6) for 20 minutes, beginning at 8:00 PM and returning to the Council Chambers at 8:20 PM and to include the Governing Body, City Administrator, Community and Economic Development Director Joshua Gentzler, and City Attorney. Councilmember Kirby seconded the motion.**

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

**Councilmember Kowalewski made a motion to return to Open Session at 8:20 PM. Councilmember Clemons seconded the motion. No binding action was taken.**

**\*\*Councilmember Garvey left the meeting.\*\***

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

**REPORTS:**

**Department Heads:** Nothing to report.

**City Attorney:** Nothing to report.

**City Administrator:**

- Reminder about the Friends of the Library Book Sale April 4-6, 2025, at the Lansing Activity Center.

**Governing Body:**

Councilmember Robinson:

- Nothing to discuss.

Councilmember Clemons:

- Nothing to discuss.

Councilmember Brungardt:

- Nothing to discuss.

Councilmember Studnicka:

- Congratulations to the Citizens Academy graduates.

Councilmember Gardner:

- Congratulations to the graduates.
- Discussed the growth that is happening in one area
- Work together to grow Lansing

Councilmember Kirby:

- Agree with all the previous statements.
- AT&T complaints as they did not notify residents regarding the locates and digging.

Councilmember Kowalewski:

- Echoed comments on the Citizens Academy graduates.

**ADJOURNMENT:**

**Councilmember Kowalewski made a motion to adjourn. Councilmember Kirby seconded the motion.**

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

The meeting was adjourned at 8:26 PM.

**ATTEST:**

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City Clerk Tish Sims, CMC

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# AGENDA ITEM

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TO: Mayor McNeill, Lansing City Council  
 FROM: Tim Vandall, City Administrator  
 DATE: April 16, 2025  
 SUBJECT: Motion to Reconsider Amendment to Lansing's Zoning Map

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A motion to amend Lansing's zoning map was included on the agenda on March 20<sup>th</sup>. Due to a procedural error by staff inadvertently allowing the Mayor to vote on the matter, the motion failed. Attorney General Opinion 92-41 states the Mayor does not vote in the Council-Manager form of government on valid protest petitions. The amendment to the zoning map had a valid protest petition, which required a 6-2 passage for approval. Had the procedural error not occurred, the motion would have passed.

Section 37.1 of the 12<sup>th</sup> Edition of Robert's Rules of Order allow for a governing body to reconsider a vote to *"permit correction of hasty, ill-advised, or erroneous action, or to take into account added information or a changed situation that has developed since the taking of the vote."* The method of voting from March 20<sup>th</sup> was a recognized erroneous action per Attorney General Opinion 92-41.

Robert's Rules of Order, in an effort to protect against abuse, require the motion to reconsider be made by a person who voted with the prevailing side on March 20<sup>th</sup>.

As there are time considerations regarding the Motion to Reconsider per Roberts Rules of Order, the City considers March meetings as one session and April meetings as the subsequent session.

Motions to reconsider are only allowable in certain circumstances. For instance, a motion to reconsider cannot be made for an election that has become final, an item which is impossible to undo, or if a contract with a party has been notified of the outcome. A governing body also cannot make a motion to reconsider on a previous motion to reconsider.

It should be noted that this motion is not to review the merits of the previous rezone application, but instead, to retabulate the vote from the March 20<sup>th</sup> meeting in accordance with Attorney General Opinion 92-41.

**Action:**

A Motion to Reconsider the Amendment to Lansing's Zoning Map from March 20<sup>th</sup> and retabulate the original vote from the governing body per Attorney General Opinion 92-41. Ordinance No. 1128.

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## AGENDA ITEM # 2

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**AN ORDINANCE GRANTING A CHANGE OF ZONING TO CERTAIN PROPERTY WITHIN THE CITY OF LANSING, KANSAS.**

WHEREAS, the Planning Commission of the City of Lansing has recommended to rezone particular real estate property within the City of Lansing, Kansas; and

WHEREAS, after proper legal publication and notice pursuant to the statutes of the State of Kansas, a public hearing was held on February 19, 2025, at 7:00 p.m. at the Lansing City Hall, Lansing, Kansas; and

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

Section 1. Change of Land Uses. The land uses for the following property currently addressed as 24132 139<sup>th</sup> Street within the city limits of the City of Lansing, County of Leavenworth, State of Kansas, legally described as follows:

**LEGAL DESCRIPTION:**

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 88 degrees 10'12" West for a distance of 1361.34 feet along the North line of said Northwest Quarter; thence South 01 degrees 43'25" East 329.06 feet along the East line of Curtiss Estate to the Southeast corner of said Curtiss Estates; thence South 88 degrees 13'06"1 West for a distance of 472.76 along said South line to the TRUE POINT OF BEGINNING; thence South 01 degrees 35'29" East for a distance 577.50 feet; thence South 64 degrees 38'04" West for a distance of 247.04 feet; thence South 52 degrees 33'09" West for a distance of 221.87 feet; thence North 66 degrees 15'30" West for a distance of 91.51 feet; thence South 89 degrees 53'54" West for a distance of 108.95 feet to the East right of way of U.S. Highway 7-73; thence North 01 degrees 39'32" West for a distance of 172.19 feet along said right of way; thence North 02 degrees 09'19" East for a distance of 300.67 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 291.01 feet along said right of way to the South line of Curtiss Estates; thence North 88 degrees 13'06" East for a distance of 578.61 feet along said South line to the point of beginning, together with and subject to covenants, easement and restriction of record.

Said property contain 9.53 acres, more or less.

All in Leavenworth County, Kansas, less any part taken or used for road; presently zoned as "A-1" Agricultural District is hereby changed to "B-3" Regional Business District.

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 88 degrees 10'12" West for a distance of 822.07 feet along the North line of said Northwest Quarter; thence South 01 degrees 04'00" East for a distance of 50.00 feet to the TRUE POINT OF BEGINNING, said point being the South right of way of McIntyre Road as it exists today; thence continuing South 01 degrees 04'00" East for a distance of 1271.03 feet; thence South 88 degrees 10'12" West for a distance of 337.51 feet; thence North 59 degrees 40'51" West for a distance of 779.45 feet; thence North 01 degrees 35'29" West for a distance of 577.50 feet to the South line of Curtiss Estates, as it exists today; thence North 88 degrees 13'06" East for a distance of 472.76 feet along said South line to the Southeast corner of said Curtiss Estates; thence North 01 degrees 43'25" West for a distance of 329.06 feet along the East line of Curtiss Estates to South right of way of said McIntyre Road; thence North 88 degrees 10'12" East for a distance of 538.69 feet along said right of way to the point of beginning, together with and subject to covenants, easement and restriction of record.

Said property contain 23.25 acres, more or less.

All in Leavenworth County, Kansas, less any part taken or used for road; presently zoned as "A-1" Agricultural District is hereby changed to "R-4" Multi-family Residential District.

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter;

thence South 88 degrees 10'12" West for a distance of 822.07 feet along the North line of said Northwest Quarter; thence South 01 degrees 04'00" East for a distance of 1321.03 feet; thence South 88 degrees 10'12" West for a distance of 337.51 feet to the TRUE POINT OF BEGINNING; thence South 16 degrees 04'33" West for a distance of 356.30 feet; thence South 21 degrees 24'10" East for a distance of 326.80 feet; thence South 07 degrees 14'09" East for a distance of 338.12 feet; thence South 06 degrees 10'04" West for a distance of 347.18 feet to the South line of said Southwest Quarter; thence South 87 degrees 50'51" West for a distance of 1214.73 feet along the South line of said Northwest Quarter to East right of way of U.S. Highway 7-73; thence North 03 degrees 20'30" East for a distance of 36.05 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 400.00 feet; thence North 08 degrees 18'48" West for a distance of 302.03 feet along said right of way; thence North 01 degrees 40'42" West for a distance of 827.81 feet along said right of way; thence North 89 degrees 53'54" East for a distance of 108.95 feet; thence South 66 degrees 15'30" East for a distance of 91.51 feet; thence North 52 degrees 33'09" East for a distance of 221.87 feet; thence 64 degrees 38'04" East for a distance of 247.04 feet; thence South 59 degrees 40'51" East for a distance of 779.45 feet to the point of beginning, together with and subject to covenants, easement and restriction of record.

Said property contain 44.47 acres, more or less.

EXCEPT AND SUBJECT TO: Easements, restrictions and assessments of record, and all the taxes and assessments that may be levied, imposed or become payable hereafter.

All in Leavenworth County, Kansas, less any part taken or used for road; presently zoned as "A-1" Agricultural District is hereby changed to "B-3" Regional Business District.

Section 2. Amend Zoning District Map. That upon the taking effect of this ordinance, the above zoning change shall be entered and shown on the Zoning District Map, and said official zoning map shall be and is hereby reincorporated as a part of the Zoning Ordinance as amended.

Section 3. Effective Date. This ordinance shall take effect and be enforced from and after its passage, approval, and publication in the official city newspaper, as provided by law.

**PASSED AND APPROVED** by the governing body of the City of Lansing, Kansas, this 20<sup>th</sup> day of March, 2025.

\_\_\_\_\_  
Anthony R. McNeill, Mayor

ATTEST

\_\_\_\_\_  
Tish Sims, City Clerk

(Seal)

Publication Date: \_\_\_\_\_

Published: The Leavenworth Times

## CITY OF LANSING

### FORM OF SUMMARY FOR PUBLICATION OF ORDINANCE

#### Ordinance No. 1128: An Ordinance Granting a Change of Zoning to Certain Property Within the City of Lansing

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

**Ordinance No. 1128 Summary:**

On March 20, 2025, the City of Lansing, Kansas adopted Ordinance No. 1128, an ordinance granting a change of zoning to certain property within the City of Lansing, Kansas. A complete copy of this ordinance is available at [www.lansingks.org](http://www.lansingks.org) or at City Hall, 800 First Terrace, Lansing, KS 66043. This summary is certified by Gregory C. Robinson, City Attorney.

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

DATED: March 20, 2025

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Gregory C. Robinson, City Attorney



# Planning Commission Staff Report

February 19, 2025

Delaware Ridge Rezone

Case 2025-DEV-001

## Project Facts

### Applicant

Jay Healy  
GBA

### Owner

Kevin D & Chad R Schimke

### Address

24132 139<sup>th</sup> Street

### Property ID

163-06-0-00-00-002.00

### Zoning

A-1 (Agricultural District)

### Future Land Use

Single-Family Residential  
Medium Density Residential  
Commercial

### Land

112.8 Acres

### Building

**Existing:** 3 structures  
1 Residential & 2 Agriculture  
**Proposed:** Commercial,  
Residential, and Industrial

### Requested Approvals

Rezoning



## Project Summary

### Summary

The Applicant proposes to rezone a 112.8-acre tract of land from A-1 to R-4, B-3, and I-2. The property owner is asking for a rezoning in preparation for future development of this property and has also provided a conceptual plan of a potential build-out of the property (see attachments). The Future Land Use Map of the Lansing Comprehensive Plan categorizes this property’s usage as Single-Family Residential, Medium Density Residential, and Commercial. The Comprehensive Plan also recognizes and encourages development to occur along the Main Street (Kansas Highway 7) corridor. Development should start along this corridor and spread east and west from that corridor. The rezoning would grant the property owner the ability to subdivide the property in order to market and develop these lots with Commercial, Residential, and Industrial users.

Discussion points from Checklist

The checklist was reviewed and completed by the Director of Community & Economic Development. There are no concerns marked as outstanding, and the application is in order.

Factors to Be Considered

The following factors are to be considered by the Planning Commission and the City Council when approving or disapproving this Rezone request:		
	Met	Not Met
<p><b>1. Character of the neighborhood</b>  <i>Density: Surrounding parcels range in size from 1 acre to 135.2 acres in size.                      The average size of parcel is 44 acres in size.</i>  <i>Character: The neighborhood is dominated by a state highway and most parcels are filled with combined Agricultural and Residential uses.</i></p>		✓
<p><b>2. Zoning and uses of nearby property</b>  <i>Adjacent Uses: County Residential, Vacant &amp; Agricultural                      Adjacent Zoning: A-1, B-3, &amp; RR-2.5</i></p>	✓	
<p><b>3. Suitability of the Property for the uses to which it has been restricted</b>  <i>The Property is suitable for the land uses restricted by A-1 zoning.</i></p>		✓
<p><b>4. Extent to which removal of the restrictions will detrimentally affect nearby property</b>  <i>Nearby properties could be detrimentally affected if the current zoning were to be amended.</i></p>		
<p><b>5. Length of time the property has been vacant as zoned</b>                      Vacant: <input type="checkbox"/>                      Not Vacant: <input checked="" type="checkbox"/></p>		
<p><b>6. Relative gain to economic development, public health, safety and welfare</b>  <i>The requested rezoning application does have the potential to impact economic development, public health, safety or welfare.</i>   <i>In the event of the approval of the rezoning, this will allow the applicant to develop 112.8 acres with a commercial node, options for multiple types of residential development, and industrial-zoned land that would enable a substantial increase in the tax base and productive capability of the City.</i></p>	✓	
<p><b>7. Conformance to the Comprehensive Plan</b>  <i>Future Land Use Map Category: Single-Family Residential, Medium Density Residential, and Commercial                      Comprehensive Implementation Strategy (Article 6): The proposed use is partially compatible with the future land use designation.</i></p>		

Acknowledgments

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

- Joshua Gentzler – Director, Community & Economic Development
- Michael Spickelmier, P.E. – Director, Public Works / City Engineer

- Anthony Zell, MBA – Director, Wastewater

Staff Comments

**Community & Economic Development**

The applicant is requesting to rezone this property to enable development of a property that fronts onto Kansas Highway 7 and McIntyre Road (City Arterial) from A-1 – Agricultural District to R-4 – Multi-Family Residential District, B-3 – Regional Business District, and I-2 – Heavy Industrial District.

On the Parcel Exhibit attached, the requested zoning districts are split out and labeled as parcels showing:

- Parcel 1: 9.53 acres - B-3 – Regional Business District
- Parcel 2A: 23.15 acres - R-4 Multi-Family Residential District
- Parcel 2B: 44.47 acres - B-3 – Regional Business District
- Parcel 3: 35.61 acres - I-2 – Heavy Industrial District

The rezoning would add a significant increase of developable residential, commercial, and industrial property that the City does not have in its limits at this time.

**Fire Department**

- A Fire Hydrant is needed near the entrance of Parcel 1 if and when a self-storage facility is developed on-site.

Notice of City Codes

The Property Owner is subject to all applicable City codes within the Municipal Code – whether specifically stated in this report or not – including, but not limited to, Zoning, Buildings and Construction, Subdivisions, and Sign Code. The Property Owner is also subject to all applicable Federal, State, and local laws.

Recommendation

Staff recommends **approval** of Case No. 2025-DEV-001, Delaware Ridge Rezone, at 24132 139<sup>th</sup> Street.

Action Options

1. If to recommend approval the rezoning application to the City Council:

**“I move to recommend approval of Case No. 2025-DEV-001 based on staff’s recommendation and analysis of the Golden Factors.”**

2. If to recommend denial of the rezoning application to the City Council:

**“I move to recommend denial of Case No. 2025-DEV-001 based on Factor(s) \_\_\_\_\_ [can be multiple] of the Golden Factors [or name the reason].”**

3. If to continue the public hearing to another date, time and place.

**“I move to continue the public hearing to the next regularly scheduled Planning Commission meeting [or insert date].”**

## Attachments

1. Application
2. Zoning Map
3. Future Land Use Map
4. Zoning Exhibit
5. Concept Drawing
6. CRWD #1 Comments



**PLANNING COMMISSION FEBRUARY  
REGULAR MEETING**  
Council Chambers, 800 1st Terrace, Lansing, KS 66043  
Wednesday, February 19, 2025, at 7:00 PM

## MINUTES

### CALL TO ORDER

The February regular meeting of the Lansing Planning Commission was called to order by Chairman Jerry Gies at 7:00 p.m.

### ROLL CALL / QUORUM ANNOUNCEMENT-

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

### OLD BUSINESS-

**1. Approval of Minutes, December 18<sup>th</sup>, 2024, Regular Meeting**

A motion was made by Commissioner Suozzo to approve the minutes as written, and it was seconded by Commissioner Riddle. Motion passed 3-0, with Commissioners McDougal and Suozzo abstaining.

### NEW BUSINESS-

**1. Case 2024-DEV-007- LCHS Hayslett Rezone**

The Applicant proposes to rezone a 0.59-acre portion of the lot located at 114 W Gilman/1104 S Main of land from A-1 –Agricultural District to B-2 – General Business District. The Future Land Use Map of the Lansing Comprehensive Plan categorizes this property as Commercial and Open Space Agriculture. The applicant is proposing to use the property as a continuation of 1024 S Main Street immediately to the north. The applicant is aware that any building activity is subject to review as most of the property is covered by FEMA floodway. The property has access to S Main Street. The rezoning would grant the property owner the ability to utilize the lot as storage for a business.

Crystal Voth representing the applicant, offered to answer any questions. Mr. Delgado would like to expand his existing business. Mr. Gentzler stated that next month we will potentially bring the plat for this property to the body.

The Public Hearing was opened at 7:04 pm, and without any discussion from the public, it was closed at 7:04 pm.

Chairman Gies requested to see the map on the screen for this property as they discussed the zoning of the properties surrounding the parcel, as well as showing the access points.

With no further discussion, a motion was made by Commissioner McDougal to recommend approval of Case 2024-DEV-007 based on staff's recommendation and analysis of the Golden Factors the staff's proposed text amendments and recommend adoption of Case 2024-DEV-007, as amended to the City Council. It was seconded by Commissioner Hannon. Motion passed 5-0.

## 2. Case 2025-DEV-001- Delaware Ridge Rezone

The Applicant proposes to rezone a 112.8-acre tract of land from A-1 to R-4, B-3, and I-2. The property owner is asking for a rezoning in preparation for future development of this property and has also provided a conceptual plan of a potential build-out of the property (see attachments). The Future Land Use Map of the Lansing Comprehensive Plan categorizes this property's usage as Single-Family Residential, Medium Density Residential, and Commercial. The Comprehensive Plan also recognizes and encourages development to occur along the Main Street (Kansas Highway 7) corridor. Development should start along this corridor and spread east and west from that corridor. The rezoning would grant the property owner the ability to subdivide the property in order to market and develop these lots with Commercial, Residential, and Industrial users.

Chad Schimke, owner, stated that the growth of Lansing will dictate what will happen with this corridor in the future. Any and all phases in the future have to go through the proper process to get approved and that they meet the requirements. There was mention of the possibility of property tax relief in the future. The plan that was submitted is conceptual. There was discussion about who would develop the future plans. Mr. Gentzler explained which parcels on the map are included in the plan concept.

Commissioner McDougal expressed concerns about the residential areas being surrounded by industrial zoning, as well as the potential use for each zone. It was also discussed that it doesn't fit with the area. Mr. Gentzler reminded everyone that anything that is planned in the future to be developed on this land would still have to go through the proper channels, the planning commission and get approved prior to anything being built. Mr. Gentzler also stated that the city of Lansing lacks industrial areas.

The Public Hearing was opened at 7:36 pm.

Speakers include:

- Chad Schimke- Owner- 11710 Kelly Rd. Leavenworth KS
- Jay Healy- GBA- 9801 Renner Blvd.
- April Cromer- 23916 131<sup>st</sup> St. Leavenworth KS
- Mary Moppin- 13885 McIntyre Rd. Lansing KS
- Paul Cromer- 23916 131<sup>st</sup> St. Leavenworth KS

There were concerns expressed that the proposed zoning does not match the character of the area and does not conform to the comprehensive plan. There were also concerns about traffic and access, sewer, property values, raise in taxes, etc.

The Public Hearing was closed at 7:45 pm.

Mr. Gentzler reiterated what the vote will be for tonight's meeting, and that it is to rezone the 112.8 acres to B-3, R-4 and I-2. The body will not be voting on any future developments or conceptual plans. There was then discussion about the use of each potential zoning area. City Attorney, Greg Robinson, stated that the body does not necessarily need to consider the conceptual concept because that is not what we are voting on. Mr. Gentzler mentioned that the housing survey that was conducted in the last several months stated that housing is an issue, and the City of Lansing can be proactive with this zoning change. To be able to bring businesses and people into Lansing, we have to have areas zoned for those purposes. Mr. Robinson stated that the City of Lansing spent a lot of money on extending the sewer to McIntyre for the reason to potentially develop the area.

There was a motion to recommend denial of Case 2025-DEV-001 to the city council. That motion failed 2-3. A second motion was made to accept as recommended and that motion died due to not having a second.

Richard Hannon moved to approve the Commercial and Residential rezoning request based off of staff's recommendation and the analysis of the Golden Factors and recommended denial of the Industrial rezoning request based off the request's inconsistency with the "Character of the neighborhood" and the lack of "Conformance to the Comprehensive Plan". Commissioner Suozzo seconded the motion. Motion passed 3-2.

**NOTICES AND COMMUNICATIONS-**

Mr. Gentzler, Director of Community & Economic Development, mentioned there will be possible amendments at the March Planning Commission meeting, regarding utilities and fiber huts.

**REPORTS- Commission and Staff Members- None**

**ADJOURNMENT-**

There was a motion to adjourn by Commissioner McDougal and seconded by Commissioner Riddle. The meeting was adjourned by acclamation at 8:07 pm.

Respectfully submitted,  
Melissa Baker, Secretary

Reviewed by,  
Joshua Gentzler, Community and Economic Development Director

# DELAWARE RIDGE

Parcels of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas.

## ZONING EXHIBIT

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY

**Reviewed by Public Works**

02/13/2025 3:56:38 PM

By mspickelmier

[See Review Comments](#)

### SURVEYOR'S DESCRIPTION:

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 01 degrees 04'00" East for a distance of 1321.03 along the East line of said Northwest Quarter to the TRUE POINT OF BEGINNING; thence continuing South 01 degrees 04'00" East for a distance of 1320.97 feet along said East line to the Southeast corner of said Northwest Quarter; thence South 87 degrees 50'51" West for a distance of 2373.25 feet along the South line of said Northwest Quarter to East right of way of U.S. Highway 7-73; thence North 03 degrees 20'30" East for a distance of 36.05 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 400.00 feet; thence North 08 degrees 18'48" West for a distance of 302.03 feet along said right of way; thence North 01 degrees 40'42" West for a distance of 1000.00 feet along said right of way; thence North 02 degrees 09'19" East for a distance of 300.67 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 291.01 feet along said right of way to the South line of Curtiss Estates, as it exists today; thence North 88 degrees 13'06" East for a distance of 1051.37 feet along said South line to the Southeast corner of said Curtiss Estates; thence North 01 degrees 43'25" West for a distance of 329.06 feet along the East line of Curtiss Estates to the North line of said Northwest Quarter; thence North 88 degrees 10'12" East for a distance of 539.27 feet; thence South 01 degrees 04'00" East for a distance of 1321.03 feet; thence North 88 degrees 10'12" East for a distance of 822.07 feet to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 113.38 acres, more or less, including road right of way. Error of Closure - 1 : 1855407

### PARCEL 1:

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 88 degrees 10'12" West for a distance of 1361.34 feet along the North line of said Northwest Quarter; thence South 01 degrees 43'25" East 329.06 feet along the East line of Curtiss Estate to the Southeast corner of said Curtiss Estates; thence South 88 degrees 13'06" West for a distance of 472.76 feet along said South line to the TRUE POINT OF BEGINNING; thence South 01 degrees 35'29" East for a distance of 577.50 feet; thence South 64 degrees 38'04" West for a distance of 247.04 feet; thence South 52 degrees 33'09" West for a distance of 221.87 feet; thence North 66 degrees 15'30" West for a distance of 91.51 feet; thence South 89 degrees 53'54" West for a distance of 108.95 feet to the East right of way of U.S. Highway 7-73; thence North 01 degrees 39'32" West for a distance of 172.19 feet along said right of way; thence North 02 degrees 09'19" East for a distance of 300.67 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 291.01 feet along said right of way to the South line of Curtiss Estates; thence North 88 degrees 13'06" East for a distance of 578.61 feet along said South line to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 9.53 acres, more or less. Error of Closure - 1 : 475126

### PARCEL 2:

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 88 degrees 10'12" West for a distance of 822.07 feet along the North line of said Northwest Quarter; thence South 01 degrees 04'00" East for a distance of 50.00 feet to the TRUE POINT OF BEGINNING, said point being the South right of way of McIntyre Road as it exists today; thence continuing South 01 degrees 04'00" East for a distance of 1271.03 feet; thence South 88 degrees 10'12" West for a distance of 337.51 feet; thence South 16 degrees 04'33" West for a distance of 356.30 feet; thence South 21 degrees 24'10" East for a distance of 326.80 feet; thence South 07 degrees 14'09" East for a distance of 338.12 feet; thence South 06 degrees 10'04" West for a distance of 347.18 feet to the South line of said Southwest Quarter; thence South 87 degrees 50'51" West for a distance of 1214.73 feet along the South line of said Northwest Quarter to East right of way of U.S. Highway 7-73; thence North 03 degrees 20'30" East for a distance of 36.05 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 400.00 feet; thence North 08 degrees 18'48" West for a distance of 302.03 feet along said right of way; thence North 01 degrees 40'42" West for a distance of 827.81 feet along said right of way; thence North 89 degrees 53'54" East for a distance of 108.95 feet; thence South 66 degrees 15'30" East for a distance of 91.51 feet; thence North 52 degrees 33'09" East for a distance of 221.87 feet; thence 64 degrees 38'04" East for a distance of 247.04 feet; thence North 01 degrees 35'29" West for a distance of 577.50 feet to the South line of Curtiss Estates, as it exists today; thence North 88 degrees 13'06" East for a distance of 472.76 feet along said South line to the Southeast corner of said Curtiss Estates; thence North 01 degrees 43'25" West for a distance of 329.06 feet along the East line of Curtiss Estates to South right of way of said McIntyre Road; thence North 88 degrees 10'12" East for a distance of 538.69 feet along said right of way to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 67.62 acres, more or less. Error of Closure - 1 : 1043641

### PARCEL 3:

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 01 degrees 04'00" East for a distance of 1321.03 along the East line of said Northwest Quarter to the TRUE POINT OF BEGINNING; thence continuing South 01 degrees 04'00" East for a distance of 1320.97 feet along said East line to the Southeast corner of said Northwest Quarter; thence South 87 degrees 50'51" West for a distance of 1158.52 feet along the South line of said Northwest Quarter; thence North 06 degrees 10'04" East for a distance of 347.18 feet; thence North 07 degrees 14'09" West for a distance of 338.12 feet; thence North 21 degrees 24'10" West for a distance of 326.80 feet; thence North 16 degrees 04'33" East for a distance of 356.30 feet; thence North 88 degrees 10'12" East for a distance of 1159.58 feet to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 35.61 acres, more or less. Error of Closure - 1 : 1004540

This access configuration is considered "temporary" until the further site develops

We need some form of stormwater detention

PARCEL 1  
9.53 Acres  
more or less

PARCEL 2  
67.62 Acres  
more or less

PARCEL 3  
35.61 Acres  
more or less

NW COR NW 1/4  
Sec. 6-10-23

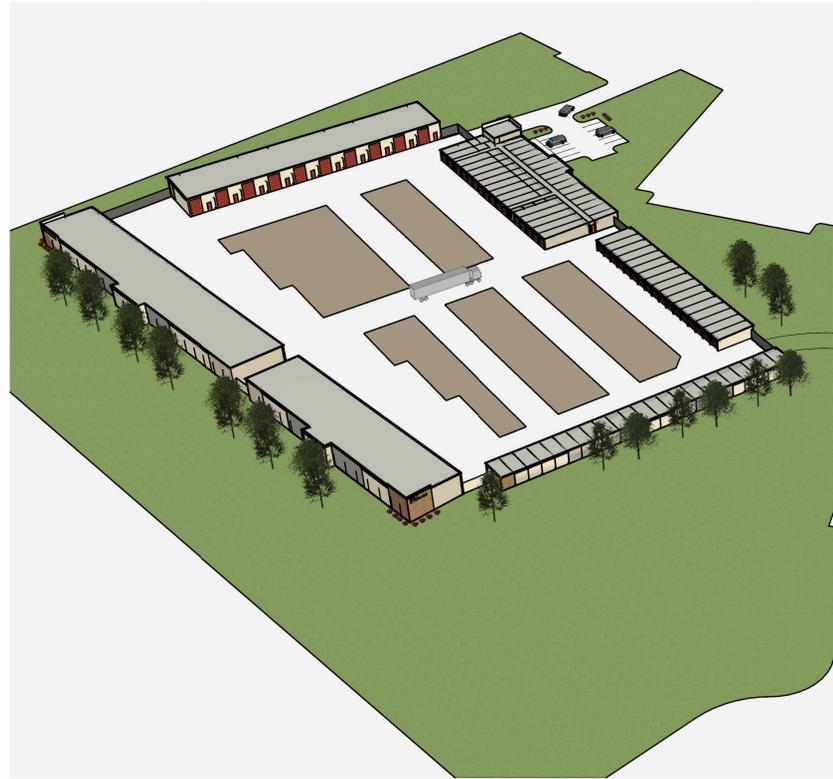
NE COR NW 1/4  
Sec. 6-10-23

SW COR NW 1/4  
Sec. 6-10-23

SE COR NW 1/4  
Sec. 6-10-23



Reviewed by Public Works  
02/13/2025 3:59:53 PM  
By mspickelmier  
See Review Comments



2 Aerial Perspective from SW



3 Perspective from West (K-7)

Stormwater Detention?



1 ARCHITECTURAL SITE PLAN - 49,814 S.F. PHASE 1  
1" = 30'-0"

SELF STORAGE - DELAWARE RIDGE  
LANSING, KS

Hernly  
ASSOCIATES, Inc.  
ARCHITECTS  
PRESENTATION CONSULTANTS  
GRANT ADMINISTRATORS

1100 Rhode Island St.  
Lawrence, Kansas 66044  
785 - 749 - 5806

ARCHITECTURAL SITE  
PLAN

Date: 2025/01/15  
Drawn by: SJB  
Checked by: SCH  
Revisions:

AS1.0

DESIGN MEMORANDUM

To: Mr. Chad Schimke  
 From: Chris Novosel, P.E., ENV SP; Trey Bebee, I.E.  
 Date: January 15, 2025  
 Subject: Lansing Storage Facility (Lansing, KS)

**Reviewed by Public Works**  
**No Exceptions**  
 02/13/2025 3:55:20 PM  
 By mspickelmier

This only applies to this limited application, further phases will need full TIS for the increased traffic

Project Background

As requested by the City of Lansing, this narrative provides traffic details related to the proposed Lansing Storage Facility. The site is located at 24132 139<sup>th</sup> Street, in the southeast quadrant of the McIntyre Road and K-7 (US-73) intersection. Currently, the 113-acre property is undeveloped and has a single entrance approximately 1,465 feet east of the K-7 centerline. Based on current City of Lansing zoning, the property is zoned “A-1: Agricultural District”. The proposed self-storage facility utilizes approximately 9.5 acres of the property and will require rezoning of the site to “B-3: Regional Business District”.

Proposed Conditions

The proposed development includes a self-storage facility to be built in multiple phases. The initial build is proposed to include 49,814 Sq. Ft. of storage space spread across six buildings. Similarly, a future build is proposed to include an additional 36,250 Sq. Ft. of storage space across five buildings. Ultimately, the site is proposed to include 86,064 Sq. Ft. of storage space across eleven buildings. The site plan for the proposed development is provided in **Exhibit A**. The proposed development does not require any new access points and will instead utilize the existing access point on McIntyre Road. Importantly, a new two-lane roadway is proposed to connect the existing access point to the site.

Proposed Trip Generation

Estimates of expected trip generation for the proposed development were based on data provided in the 11<sup>th</sup> Edition of The Institute of Transportation Engineers’ (ITE) “**Trip Generation Manual.**” ITE Land Use Code 151 “Mini-Warehouse” was used to model trip generation for the proposed self-storage facility. **Table 1** displays the proposed trip generation for the site.

**Table 1. Proposed Trip Generation**

ITE Land Use Code	ITE Land Use Code	Quantity	Units	A.M. Peak Hour			P.M. Peak Hour			Weekday ADT (VPD)
				In	Out	Total	In	Out	Total	
151	Mini-Warehouse	49,814	Sq. Ft. (GFA)	3	1	4	4	3	7	72
<b>Initial Build Subtotal</b>				<b>3</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>7</b>	<b>72</b>
151	Mini-Warehouse	36,250	Sq. Ft. (GFA)	2	1	3	3	2	5	53
<b>Future Build Subtotal</b>				<b>2</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>5</b>	<b>53</b>
<b>Full Build Total</b>				<b>5</b>	<b>2</b>	<b>7</b>	<b>7</b>	<b>5</b>	<b>12</b>	<b>125</b>



**AGENT AUTHORIZATION**

STATE OF Kansas

COUNTY OF Leavenworth

We, Chad Schimke and Kevin Schimke, being duly sworn, do hereby depose and say that we are the owners of said property involved in this petition and that the following agent is authorized to represent us as it relates to this petition.

**Authorized Agent:** George Butler Associates, Inc. (GBA)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed and entered into this 13<sup>th</sup> day of January, 2025.

*Chad Schimke*  
Signed

*Kevin Schimke*  
Signed

Subscribed and sworn to before me on this 13<sup>th</sup> day of January, 2025.



*Brandy Tanner*  
Notary Public

My Commission Expires 9.27.28.

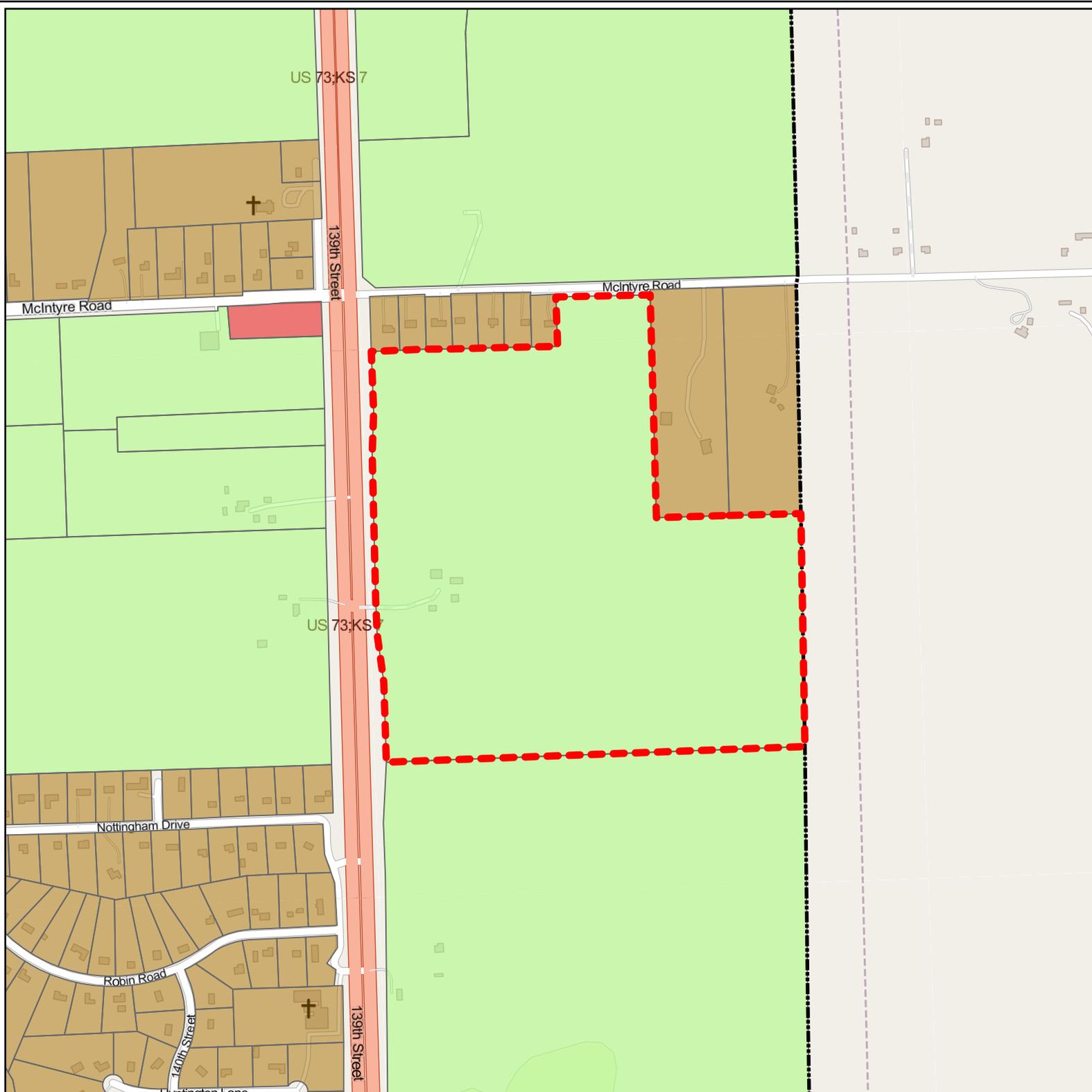
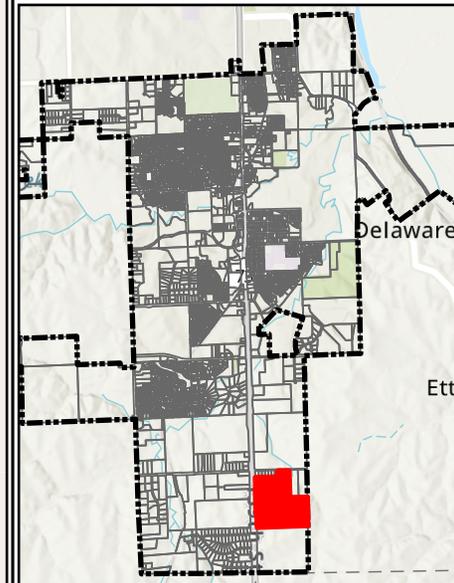
# Lansing Zoning

PID: 052-163-06-00 Agenda Item 2.

## Legend

### Zoning Districts

- A-1 - Agricultural District
- B-1 - Neighborhood Business District
- B-2 - General Business District
- B-3 - Regional Business District
- B-3-P - Regional Business District - PI Overlay
- I-1 - Light Industrial District
- I-2 - Heavy Industrial District
- R-1 - Suburban Residential District
- R-2 - Single-Unit Residential District
- R-2-P - Single-Unit Residential District - PI Overlay
- R-3 - Mixed-Density Neighborhood District
- R-4 - Multi-Family Residential District
- R-5 - Manufactured Home Planned District
- R-R-2.5 - Rural Residential District 2.5A
- PUD - Planned Unit Development
- CP - City Property



1 inch = 750 feet

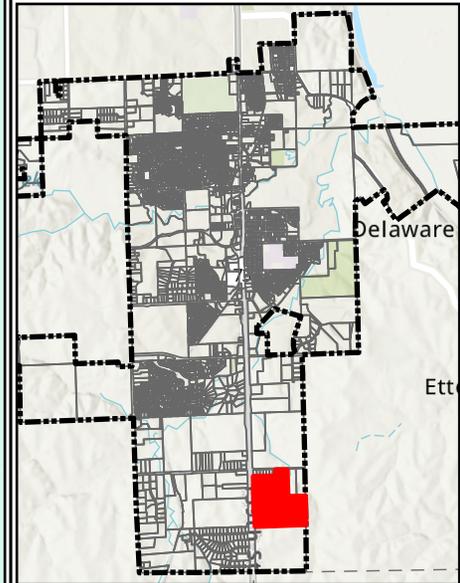
# Lansing Future Land Use

PID: 052-163-06-00 Agenda Item 2.

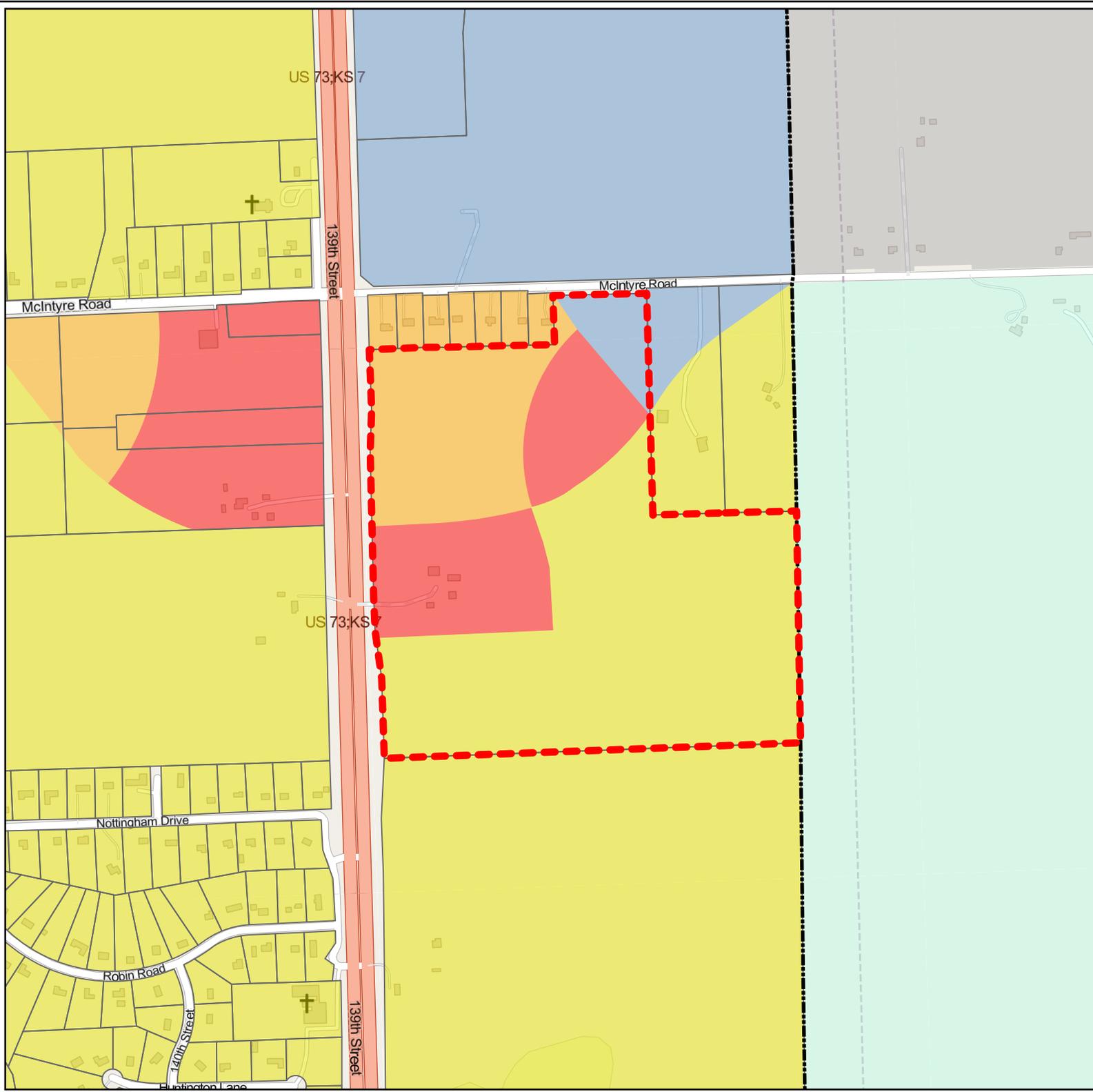
## Legend

### Future Land Use

- Airport
- Business Park/Light Industrial
- Civic
- Proposed from Civic to Single Family Residential
- Commercial
- High Density Residential
- Proposed from High Density to Single Family Residential
- Medium Density Residential
- Mixed Use
- Office
- Open Space Agriculture
- Parks
- Proposed from Parks to Single Family Residential
- Rural Residential
- Single-Family Residential



1 inch = 750 feet



# DELAWARE RIDGE

Parcels of land in the Northwest Quarter of Section 6, Township 10 South Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas.

## ZONING EXHIBIT

THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY

### SURVEYOR'S DESCRIPTION:

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 01 degrees 04'00" East for a distance of 1321.03 along the East line of said Northwest Quarter to the TRUE POINT OF BEGINNING; thence continuing South 01 degrees 04'00" East for a distance of 1320.97 feet along said East line to the Southeast corner of said Northwest Quarter; thence South 87 degrees 50'51" West for a distance of 2373.25 feet along the South line of said Northwest Quarter to East right of way of U.S. Highway 7-73; thence North 03 degrees 20'30" East for a distance of 36.05 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 400.00 feet; thence North 08 degrees 18'48" West for a distance of 302.03 feet along said right of way; thence North 01 degrees 40'42" West for a distance of 1000.00 feet along said right of way; thence North 02 degrees 09'19" East for a distance of 300.67 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 291.01 feet along said right of way to the South line of Curtiss Estates, as it exists today; thence North 88 degrees 13'06" East for a distance of 1051.37 feet along said South line to the Southeast corner of said Curtiss Estates; thence North 01 degrees 43'25" West for a distance of 329.06 feet along the East line of Curtiss Estates to the North line of said Northwest Quarter; thence North 88 degrees 10'12" East for a distance of 539.27 feet; thence South 01 degrees 04'00" East for a distance of 1321.03 feet; thence North 88 degrees 10'12" East for a distance of 822.07 feet to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 113.38 acres, more or less, including road right of way. Error of Closure - 1 : 1855407

### PARCEL 1:

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 88 degrees 10'12" West for a distance of 1361.34 feet along the North line of said Northwest Quarter; thence South 01 degrees 43'25" East 329.06 feet along the East line of Curtiss Estate to the Southeast corner of said Curtiss Estates; thence South 88 degrees 13'06" West for a distance of 472.76 feet along said South line to the TRUE POINT OF BEGINNING; thence South 01 degrees 35'29" East for a distance of 577.50 feet; thence South 64 degrees 38'04" West for a distance of 247.04 feet; thence South 52 degrees 33'09" West for a distance of 221.87 feet; thence North 66 degrees 15'30" West for a distance of 91.51 feet; thence South 89 degrees 53'54" West for a distance of 108.95 feet to the East right of way of U.S. Highway 7-73; thence North 01 degrees 39'32" West for a distance of 172.19 feet along said right of way; thence North 02 degrees 09'19" East for a distance of 300.67 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 291.01 feet along said right of way to the South line of Curtiss Estates; thence North 88 degrees 13'06" East for a distance of 578.61 feet along said South line to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 9.53 acres, more or less. Error of Closure - 1 : 475126

### PARCEL 2A - (Zone R-3):

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 88 degrees 10'12" West for a distance of 822.07 feet along the North line of said Northwest Quarter; thence South 01 degrees 04'00" East for a distance of 50.00 feet to the TRUE POINT OF BEGINNING, said point being the South right of way of McIntyre Road as it exists today; thence continuing South 01 degrees 04'00" East for a distance of 1271.03 feet; thence South 88 degrees 10'12" West for a distance of 337.51 feet; thence North 59 degrees 40'51" West for a distance of 779.45 feet; thence North 01 degrees 35'29" West for a distance of 577.50 feet to the South line of Curtiss Estates, as it exists today; thence North 88 degrees 13'06" East for a distance of 472.76 feet along said South line to the Southeast corner of said Curtiss Estates; thence North 01 degrees 43'25" West for a distance of 329.06 feet along the East line of Curtiss Estates to South right of way of said McIntyre Road; thence North 88 degrees 10'12" East for a distance of 538.69 feet along said right of way to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 23.25 acres, more or less. Error of Closure - 1 : 849027

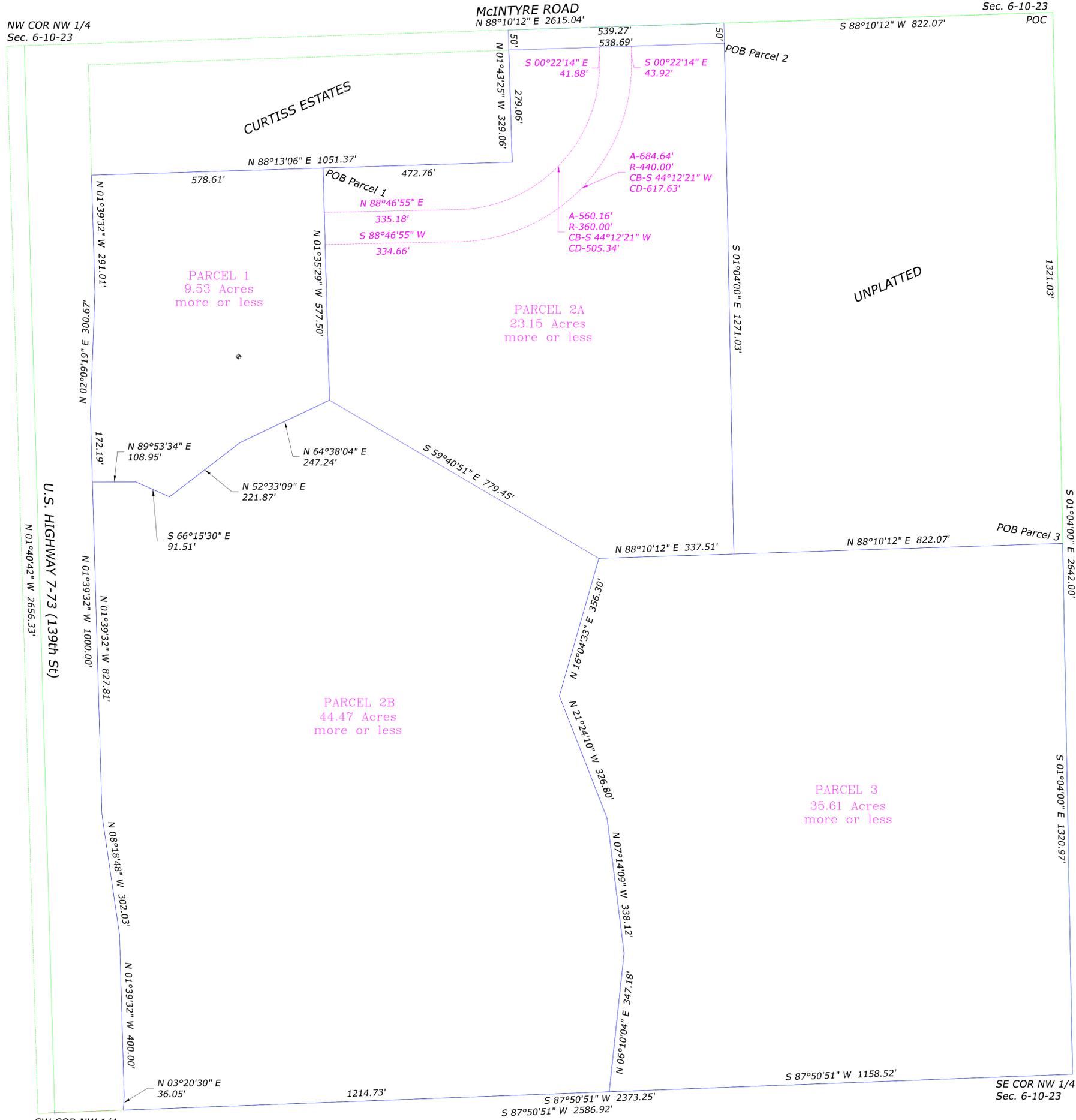
### PARCEL 2B - (Zone B-3):

A tract of land in the Northwest Quarter of Section 6, Township 10 South, Range 23 East of the 6th P.M., City of Lansing, Leavenworth County, Kansas, as written by Joseph A. Herring PS-1296 on January 11, 2025, more fully described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 88 degrees 10'12" West for a distance of 822.07 feet along the North line of said Northwest Quarter; thence South 01 degrees 04'00" East for a distance of 1321.03 feet; thence South 88 degrees 10'12" West for a distance of 337.51 feet to the TRUE POINT OF BEGINNING; thence South 16 degrees 04'33" West for a distance of 356.30 feet; thence South 21 degrees 24'10" East for a distance of 326.80 feet; thence South 07 degrees 14'09" East for a distance of 338.12 feet; thence South 06 degrees 10'04" West for a distance of 347.18 feet to the South line of said Southwest Quarter; thence South 87 degrees 50'51" West for a distance of 1214.73 feet along the South line of said Northwest Quarter to East right of way of U.S. Highway 7-73; thence North 03 degrees 20'30" East for a distance of 36.05 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 400.00 feet; thence North 08 degrees 18'48" West for a distance of 302.03 feet along said right of way; thence North 01 degrees 40'42" West for a distance of 1000.00 feet along said right of way; thence North 02 degrees 09'19" East for a distance of 300.67 feet along said right of way; thence North 01 degrees 39'32" West for a distance of 291.01 feet along said right of way to the South line of Curtiss Estates; thence North 88 degrees 13'06" East for a distance of 578.61 feet along said South line to the point of beginning, together with and subject to covenants, easement and restriction of record. Said property contain 44.47 acres, more or less. Error of Closure - 1 : 529335

### PARCEL 3:

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NW COR NW 1/4  
Sec. 6-10-23



SW COR NW 1/4  
Sec. 6-10-23

NE COR NW 1/4  
Sec. 6-10-23

SE COR NW 1/4  
Sec. 6-10-23



DESIGN MEMORANDUM

To: Mr. Chad Schimke  
 From: Chris Novosel, P.E., ENV SP; Trey Bebee, I.E.  
 Date: January 15, 2025  
 Subject: Lansing Storage Facility (Lansing, KS)

Project Background

As requested by the City of Lansing, this narrative provides traffic details related to the proposed Lansing Storage Facility. The site is located at 24132 139<sup>th</sup> Street, in the southeast quadrant of the McIntyre Road and K-7 (US-73) intersection. Currently, the 113-acre property is undeveloped and has a single entrance approximately 1,465 feet east of the K-7 centerline. Based on current City of Lansing zoning, the property is zoned “A-1: Agricultural District”. The proposed self-storage facility utilizes approximately 9.5 acres of the property and will require rezoning of the site to “B-3: Regional Business District”.

Proposed Conditions

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Proposed Trip Generation

Estimates of expected trip generation for the proposed development were based on data provided in the 11<sup>th</sup> Edition of The Institute of Transportation Engineers’ (ITE) “**Trip Generation Manual.**” ITE Land Use Code 151 “Mini-Warehouse” was used to model trip generation for the proposed self-storage facility. **Table 1** displays the proposed trip generation for the site.

**Table 1. Proposed Trip Generation**

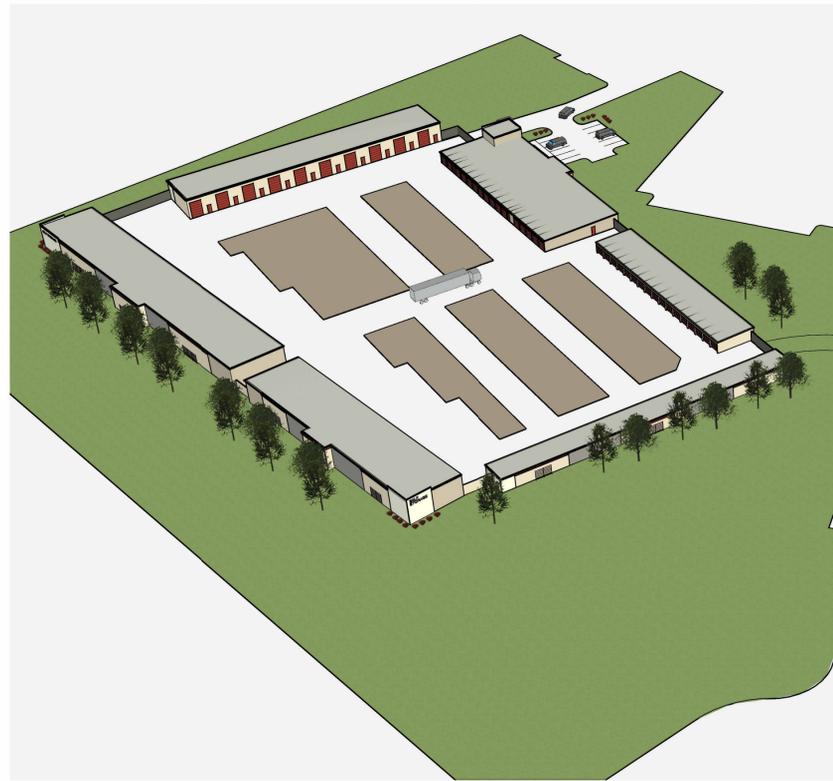
ITE Land Use Code	ITE Land Use Code	Quantity	Units	A.M. Peak Hour			P.M. Peak Hour			Weekday ADT (VPD)
				In	Out	Total	In	Out	Total	
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<b>Initial Build Subtotal</b>				<b>3</b>	<b>1</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>7</b>	<b>72</b>
151	Mini-Warehouse	36,250	Sq. Ft. (GFA)	2	1	3	3	2	5	53
<b>Future Build Subtotal</b>				<b>2</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>2</b>	<b>5</b>	<b>53</b>
<b>Full Build Total</b>				<b>5</b>	<b>2</b>	<b>7</b>	<b>7</b>	<b>5</b>	<b>12</b>	<b>125</b>

As shown in **Table 1**, the full build-out of the proposed self-storage facility is expected to generate 7 A.M. Peak Hour, 12 P.M. Peak Hour, and 125 Daily vehicle-trips.

### Conclusion

As requested by the Lansing, this narrative was completed to provide details related to the proposed Lansing Self Storage Facility. Based on the conducted trip generation analysis, the proposed facility is expected to generate a relatively low number of trips across the A.M. Peak Hour, P.M. Peak Hour, and Daily periods. Due to such trip generation estimates, it is expected that the proposed self-storage facility will have minimal impacts on the surrounding roadway networks. Therefore, no traffic improvements to the surrounding roadway network are proposed as a result of the proposed self-storage facility.

# Exhibit A



2 Aerial Perspective from SW



3 Perspective from West (K-7)



1 ARCHITECTURAL SITE PLAN - 49,814 S.F. PHASE 1  
1" = 30'-0"

SELF STORAGE - DELAWARE RIDGE  
LANSING, KS

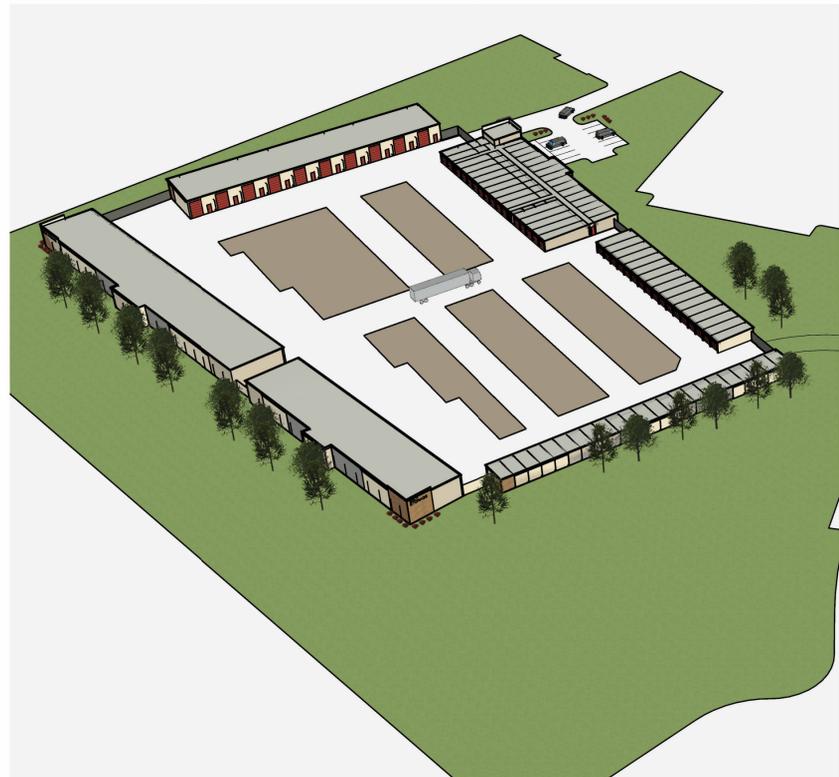


1100 Rhode Island St.  
Lawrence, Kansas 66044  
785 - 749 - 5806

ARCHITECTURAL SITE PLAN

Date: 2025/01/08  
Drawn by: SJB  
Checked by: SCH  
Revisions:

AS1.0



2 Aerial Perspective from SW



3 Perspective from West (K-7)



1 ARCHITECTURAL SITE PLAN - 49,814 S.F. PHASE 1  
1" = 30'-0"

SELF STORAGE - DELAWARE RIDGE  
LANSING, KS

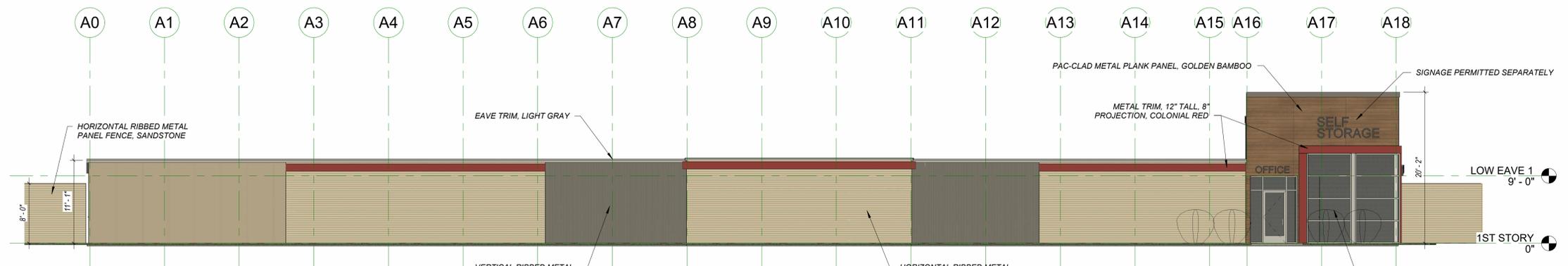


1100 Rhode Island St.  
Lawrence, Kansas 66044  
785 - 749 - 5806

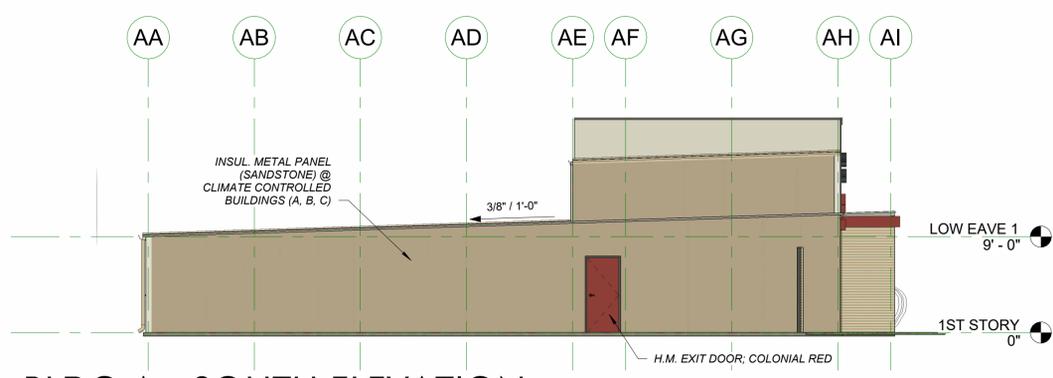
ARCHITECTURAL SITE PLAN

Date: 2025/01/15  
Drawn by: SJB  
Checked by: SCH  
Revisions:

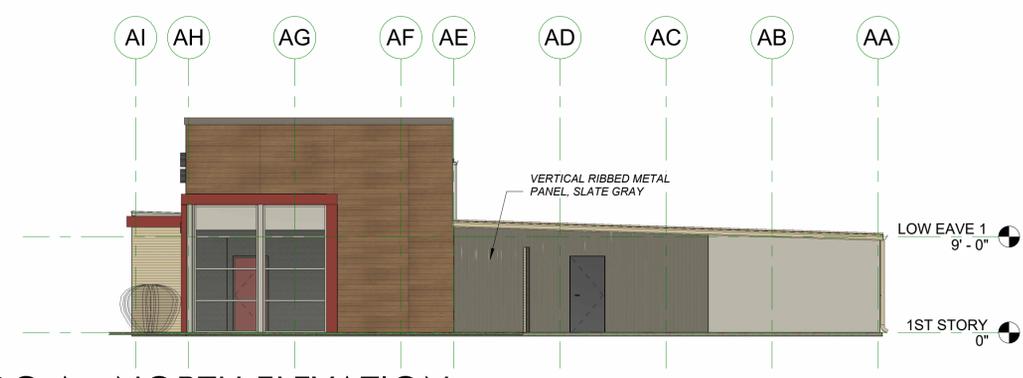
AS1.0



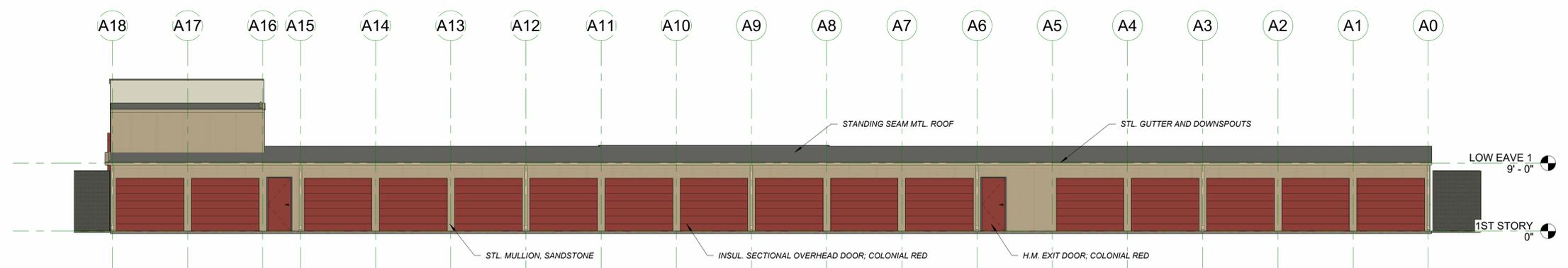
**1 BLDG A - EAST ELEVATION**  
1/8" = 1'-0"



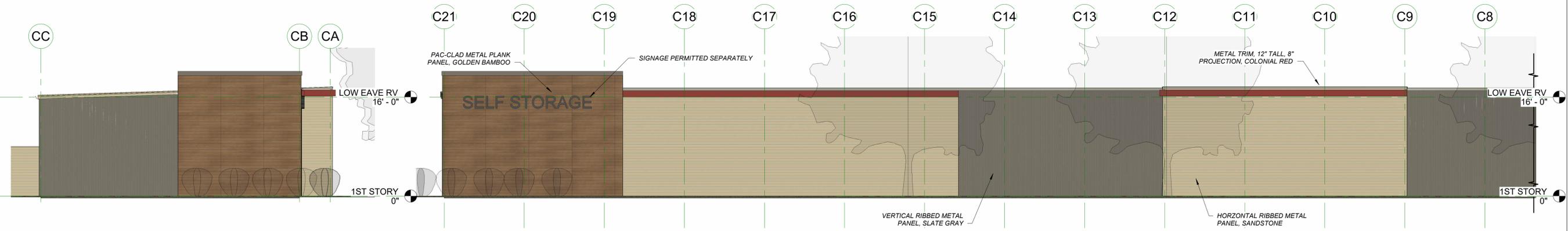
**2 BLDG A - SOUTH ELEVATION**  
1/8" = 1'-0"



**3 BLDG A - NORTH ELEVATION**  
1/8" = 1'-0"



**4 BLDG A - WEST ELEVATION**  
1/8" = 1'-0"



**5 BLDG C - NORTH ELEVATION**  
1/8" = 1'-0"

**6 BLDG C - WEST ELEVATION - NORTH PORTION**  
1/8" = 1'-0"

**SELF STORAGE - DELAWARE RIDGE**  
LANSING, KS

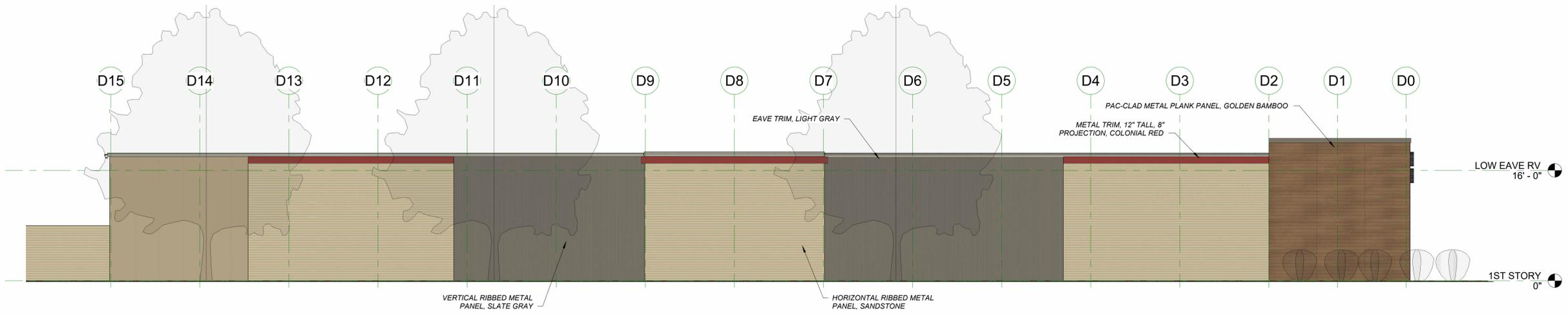


1100 Rhode Island St.  
Lawrence, Kansas 66044  
785 - 749 - 5806

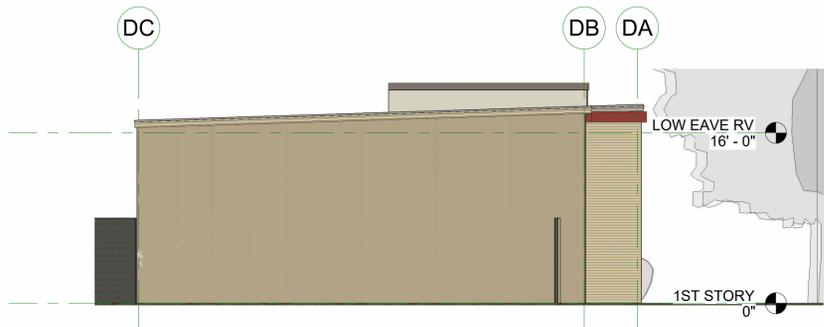
**ELEVATIONS**

Date: 2025/01/15  
Drawn by: SJB  
Checked by: SCH  
Revisions:

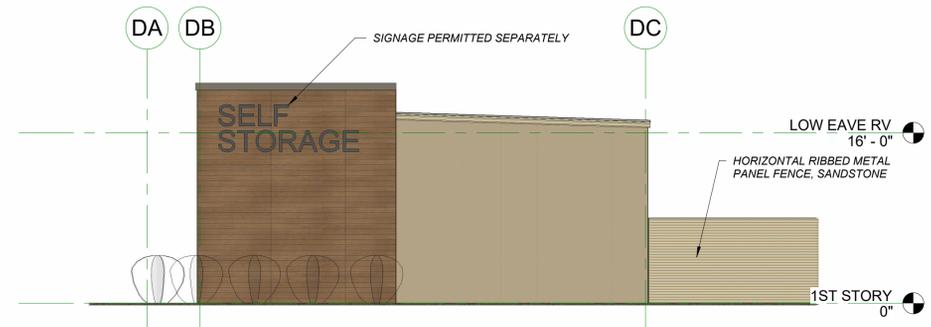
**A2.0**



**1 BLDG D - WEST ELEVATION**  
1/8" = 1'-0"



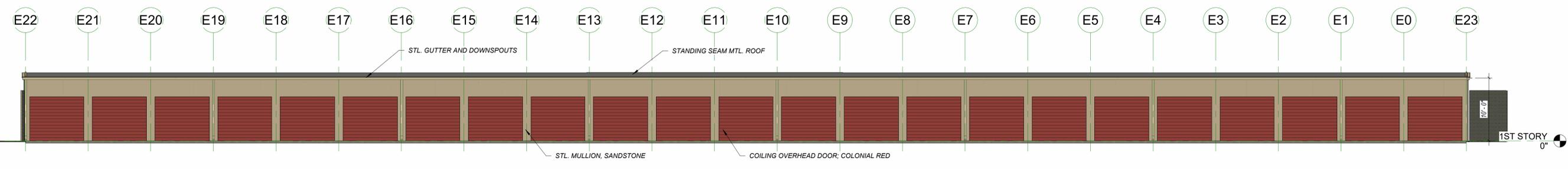
**2 BLDG D - NORTH ELEVATION**  
1/8" = 1'-0"



**3 BLDG D - SOUTH ELEVATION**  
1/8" = 1'-0"



**4 BLDG E - SOUTH ELEVATION**  
1/8" = 1'-0"



**5 BLDG E - NORTH ELEVATION**  
1/8" = 1'-0"

**SELF STORAGE - DELAWARE RIDGE**  
LANSING, KS



1100 Rhode Island St.  
Lawrence, Kansas 66044  
785 - 749 - 5806

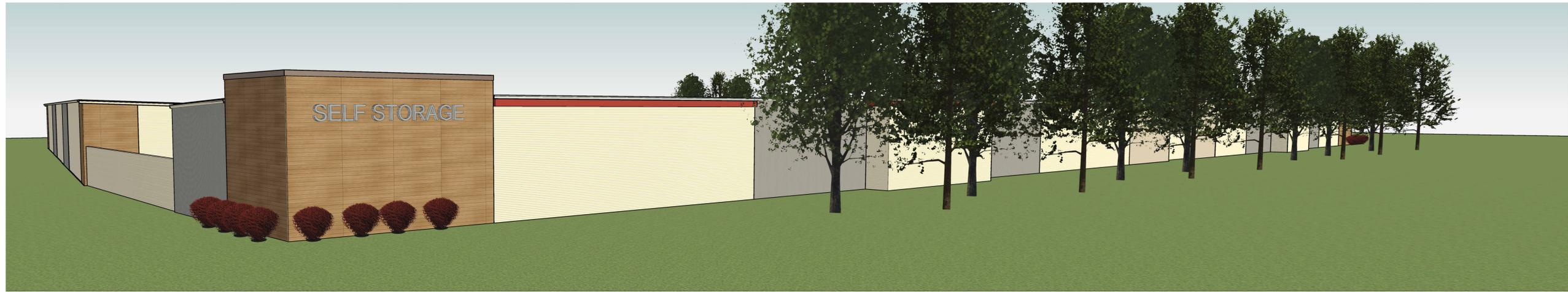
**ELEVATIONS**

Date: 2025/01/15  
Drawn by: SJB  
Checked by: SCH  
Revisions:

**A2.1**



1 3D View 1



2 3D View 2



3 3D View 3



4 3D View 4



5 3D View 5

SELF STORAGE - DELAWARE RIDGE  
LANSING, KS

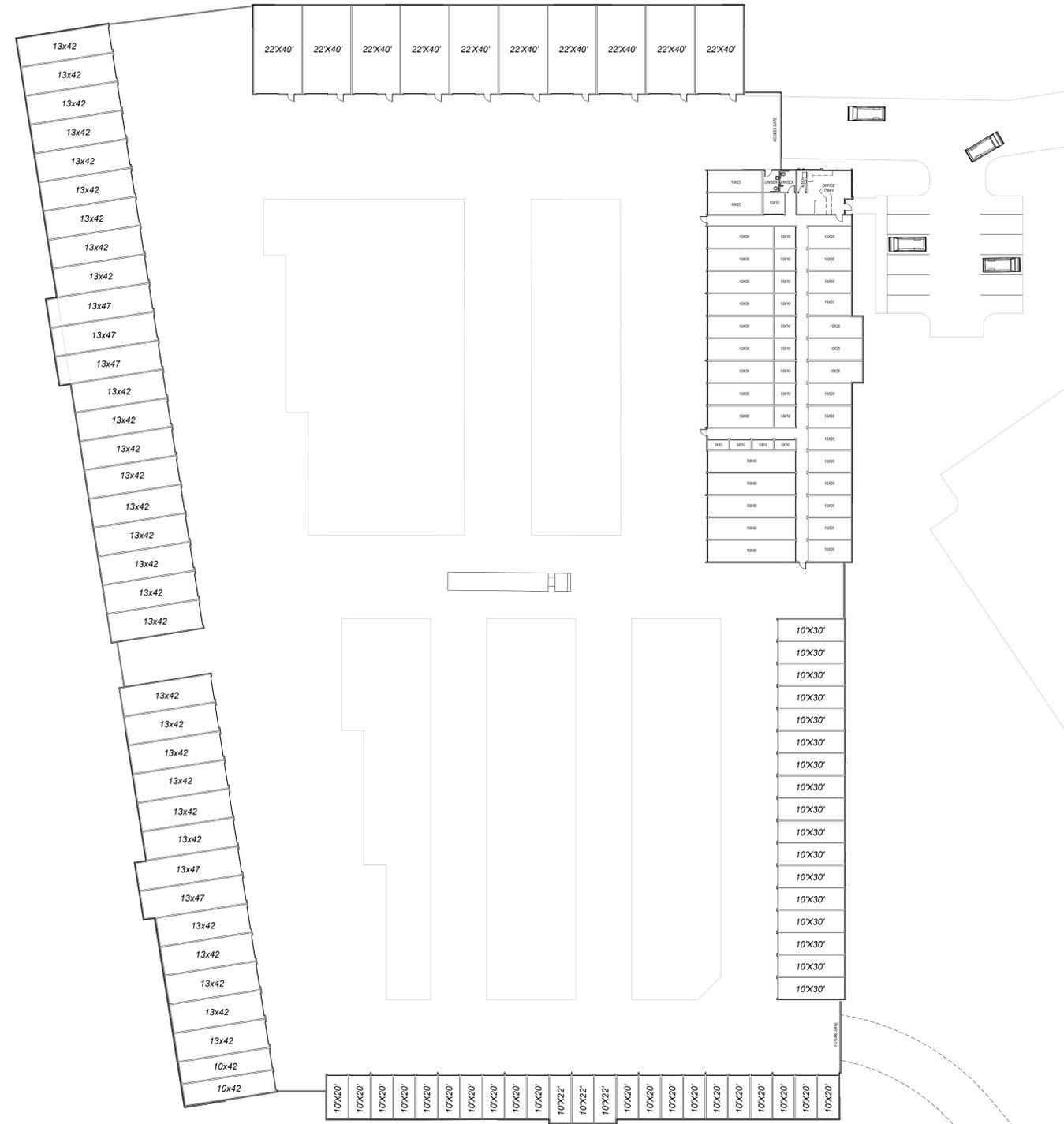


1100 Rhode Island St.  
Lawrence, Kansas 66044  
785 - 749 - 5806

PERSPECTIVES

Date: 2025/01/15  
Drawn by: SJB  
Checked by: SCH  
Revisions:

A7.0



**1 UNIT PLANS**  
1" = 30'-0"

**SELF STORAGE - DELAWARE RIDGE**  
**LANSING, KS**



**Hernly**  
ASSOCIATES, INC.  
ARCHITECTS  
PRESENTATION CONSULTANTS  
GRANT ADMINISTRATORS

1100 Rhode Island St.  
Lawrence, Kansas 66044  
785 - 749 - 5806

UNIT PLAN

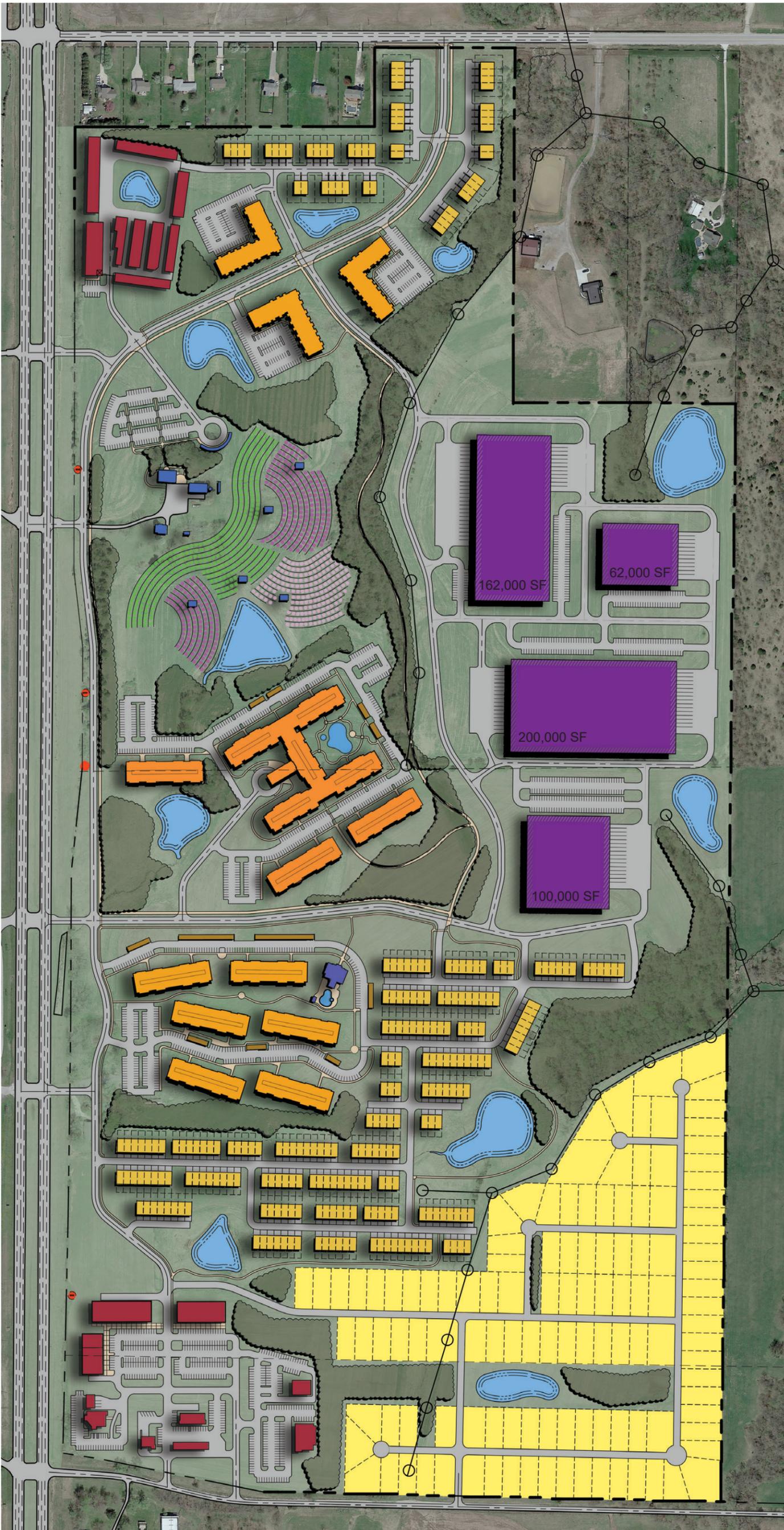
Date: 2025/01/15  
Drawn by: SJB  
Checked by: SCH  
Revisions:

**A1.0**

# Delaware Ridge

## LANDUSE CONCEPT

11/072024



### LEGEND

-  SINGLE-FAMILY (119 Units)
-  TOWNHOME (277 Units)
-  APARTMENT (765 Units)
-  SENIOR LIVING (560 Units)
-  RETREAT FACILITY
-  COMMERCIAL
-  INDUSTRIAL
-  EXISTING BILLBOARDS

January 23, 2025

Joshua Gentzler, AICP  
City of Lansing  
730 First Terrace, Ste. 2  
Lansing, KS 66043

Re: Delaware Ridge

Joshua,

Below are comments for the proposed Delaware Ridge in Lansing. There may be additional comments as more information becomes available, or conditions change etc... Feel free to contact me with any questions or provide additional information.

Plan Review Comments:

1. The water district has reviewed the plans provided on January 17<sup>th</sup>, and is providing comments based on the plans provided. We reserve the right to change and/or add additional comments based on additional information.
2. Future development plans, even if conceptual, would be needed to size water mains accordingly.
3. Depending on future development plans and engineers' review, off-site improvements may be necessary.
4. Fire protection requirements/comments will be needed for water main sizing, for current, and future development.
5. Water mains and appurtenances will be constructed outside the right-of-way, in private or utility easements.
6. Any phasing or timing for the development will be needed for scheduling purposes.
7. Any domestic water service connections will follow water district policies in place at the time of connection.
8. Any on-site fire protection requirements will follow our private fire line policies/practices.
9. The facility shall comply with all federal, state, local, and water district backflow prevention and cross control requirements throughout the entire building. The water district shall be provided access to the facility upon request to conduct a backflow prevention inspection.

Respectfully,

Mike Fulkerson  
General Manager

*We are committed to providing a reliable quality domestic water supply to our customers.*



STATE OF KANSAS

OFFICE OF THE ATTORNEY GENERAL

2ND FLOOR, KANSAS JUDICIAL CENTER, TOPEKA 66612-1597

ROBERT T. STEPHAN  
ATTORNEY GENERAL

March 23, 1992

MAIN PHONE: (913) 296-2215  
CONSUMER PROTECTION: 296-3751  
TELECOPIER: 296-6296

ATTORNEY GENERAL OPINION NO. 92- 41

Vernon Jarboe  
City Attorney  
215 E. 7th Street  
Topeka, Kansas 66603-3979

Elsbeth D. Schafer  
Assistant City Attorney  
215 E. 7th Street  
Topeka, Kansas 66603-3979

Re: Cities and Municipalities--Planning and Zoning;  
Planning, Zoning and Subdivision Regulations in  
Cities and Counties--Protest Petitions; Mayor in  
Mayor-Council Form of Government Not a Voting Member

Synopsis: A mayor in a mayor-council form of municipal  
government may not vote on any matters before the  
council pursuant to K.S.A. 12-10a02. Therefore,  
only the votes of the council should be considered  
in determining the 3/4 vote of all of the members  
of the governing body which is required to override  
a protest petition, pursuant to K.S.A. 12-757(e).  
Cited herein: K.S.A. 12-742; 12-757; 12-10a01;  
12-10a02.

\* \* \*

Dear Mr. Jarboe and Ms. Schafer:

As attorneys for the city of Topeka, you have requested our  
opinion regarding K.S.A. 12-757(e). Specifically, you ask  
whether the language in K.S.A. 12-757(e) grants a vote to the  
mayor in a mayor-council form of municipal government.

Pursuant to K.S.A. 12-757(e), "a 3/4 vote of all of the members of the governing body" is required to adopt a zoning amendment when a protest petition has been filed against it. A governing body is defined under this act as "the governing body of a city in the case of cities. . . ." K.S.A. 12-742.

When a city operates under a mayor-council form of government, it is governed by the provisions of K.S.A. 12-10a01 et seq. See K.S.A. 12-10a01. Pursuant to K.S.A. 12-10a02, the governing body is defined as follows:

"The governing body shall consist of a mayor and three (3) members of the council elected at large and four (4) members of the council elected by districts.

. . . .

"Any action taken by the city council shall be by a majority vote of the members of the council serving on the council unless a greater number of votes are specifically required by another provision of law. The mayor may submit proposals for the consideration of the council, but may not vote on any matter before the council. (Emphasis added).

Thus, while K.S.A. 12-757(e) requires a 3/4 vote by "all of the members of the governing body," K.S.A. 12-10a02 specifically forbids the mayor from voting on any matters before the council. K.S.A. 12-757 does not specifically preempt K.S.A. 12-10a01, so the two statutes must be read to give effect to both if possible. Kansas Racing Management, Inc., v. Kansas Racing Commission, 244 Kan. 343, 353 (1989). In our opinion K.S.A. 12-757(e) can be read to require 3/4 vote of only the council members in a mayor-council form of city government. Therefore, the mayor should not be included in the 3/4 vote.

In conclusion, K.S.A. 12-10a02 governs that a mayor in a mayor-council form of municipal government may not vote on any matters before the council. Therefore, K.S.A. 12-757(e) does not grant a mayor voting; power only the council members will

constitute the 3/4 vote required to adopt a zoning amendment  
when a protest petition has been filed.

Very truly yours,



ROBERT T. STEPHAN  
Attorney General of Kansas



Julene L. Miller  
Deputy Attorney General

RTS:JLM:jm

**CITY OF LANSING**  
**CITY COUNCIL MEETING**

**REGULAR MEETING MINUTES**  
**March 20, 2025**

**Call To Order:**

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

**Roll Call:**

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

**Councilmembers Present:**

**Ward 1:** Kevin Gardner and Gene Kirby  
**Ward 2:** Donald Studnicka and Jake Kowalewski  
**Ward 3:** Kerry Brungardt and Jesse Garvey  
**Ward 4:** Dan Clemons and Pete Robinson

**Councilmembers Absent:**

**OLD BUSINESS:**

The Regular Meeting minutes of March 6, 2025, were provided for review.

**Councilmember Brungardt made a motion to approve the Regular Meeting Minutes of March 6, 2025, as presented. Councilmember Kirby seconded the motion.**

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

**Tabled - Ord No. 1128 Delaware Ridge Rezone**

The applicant requests approval to rezone a 112.8-acre parcel located at 24132 139th Street from A-1 (Agricultural District) to R-4 (Multi-Family Residential District), B-3 (Regional Business District), and I-2 (Heavy Industrial District). The proposal envisions future commercial, residential, and industrial development on the site. At its meeting, the Planning Commission voted 3-2 to recommend approval of the R-4 and B-3 portions of the rezoning application. However, the Planning Commission did not recommend approval of the requested industrial zoning (I-2) and voted to remove the portion of land that the Applicant requested Industrial zoning off of the application. At the request of the applicant, this matter was tabled from the March 6, 2025, City Council meeting. In accordance with Lansing's UDO, the City Council may:

- o Approve the application in accordance with the Planning Commission's Recommendation;
- o Override the Planning Commission's recommendation (in whole or in part) by a two thirds majority vote of the Council;
- o Return the application to the Planning Commission for further review of specified factors;
- o Deny the application.

**Public Comments from property owners began at 7:02PM and ended at 8:10PM:**

- Chad Schimke – 11710 Kelly Rd Leavenworth, KS
- Rebecca Minion – 13883 McIntyre Rd
- Mary Moppet – 13885 McIntyre Rd
- John Redden – 24170 131<sup>st</sup> St Leavenworth, KS
- Paul Cromer – 23916 131<sup>st</sup> St Leavenworth, KS
- April Cromer – 23916 131<sup>st</sup> St Leavenworth, KS
- Trina Gilbert – 24227 139<sup>th</sup> St Leavenworth, KS (Letter from Sarah George)

- Janie Stockton – 24324 131<sup>st</sup> St Leavenworth, KS
- Larry Boswell – 24648 127<sup>th</sup> St Leavenworth, KS
- Joseph Irwin – 24282 126<sup>th</sup> St Leavenworth, KS
- Chuck Irwin – 24282 126<sup>th</sup> St Leavenworth, KS
- Kirstin Workman
- Scott Tenner – 13697 McIntyre

Councilmember Kirby made a motion approve the application in accordance with the Planning Commission’s recommendation and to adopt Ordinance No. 1128 to amend the City of Lansing Zoning Map. Councilmember Garvey seconded the motion.

**Roll Call Vote: Aye: Councilmembers Garvey, Robinson, Clemons, Brungardt, Kirby, and Kowalewski; Nay: Mayor McNeill and Councilmembers Studnicka and Gardner; Abstain: none; Absent: none; The motion failed as a super majority is required.**

Audience Participation: None

Presentations: None

**COUNCIL CONSIDERATION OF AGENDA ITEMS:**

**Professional Services Agreement - 2025 Inflow and Infiltration Study**

This project will take place in sub-basin 6, generally defined by Fairlane on the south, Woodland to the north, and K7 to the east. The scope of the work includes multiple investigative techniques.

Councilmember Kirby made a motion to approve the scope and fee from GBA for the 2025 Inflow and Investigation Study in the amount of \$134,471.00 (base fee of \$128,067.00 plus a contingency of 5%). Councilmember Kowalewski seconded the motion.

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

**Ordinance No. 1127 Hayslett LCHS Rezone - Case 2024-DEV-007**

The Applicant proposes to rezone a 0.59-acre tract of land from A-1 to B-2. The Future Land Use Map of the Lansing Comprehensive Plan categorizes this property as Commercial and Open Space Agriculture. The applicant is proposing to split the property to sell the property to the property owner at 1024 S Main (adjacent to the North). The property has access to South Main Street

Councilmember Brungardt made a motion to adopt Ordinance No. 1127 to amend the City of Lansing Zoning Map. Councilmember Garvey seconded the motion.

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

**Ordinance No. 1129-Adopting the Codification of Ordinances**

This ordinance codifies any changes and ordinances passed since the last codification ordinance. By adopting this ordinance, the City Code will be codified with these changes. This is supplement #10 to the City Code.

**Councilmember Kirby made a motion to adopt Ordinance No. 1129-Adopting the Codification of Ordinances. Councilmember Kowalewski seconded the motion. No discussion took place.**

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

**Executive Session – Consultation with Attorney**

**Councilmember Kirby made a motion to enter into Executive Session for consultation with the Attorney for the City which would be deemed privileged in an Attorney-Client relationship, K.S.A. 75-4319(b)(2) for 20 minutes, beginning at 8:15 PM and returning to the Council Chambers at 8:35 PM and to include the Governing Body, City Administrator, Fire Chief, and City Attorney. Councilmember Kowalewski seconded the motion.**

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

**Councilmember Kirby made a motion to return to Open Session at 8:35 PM. Councilmember Kowalewski seconded the motion. No binding action was taken.**

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

**Councilmember Clemons made a motion to allow Leavenworth Board of County Commissioners to proceed with Fire District #1 actions as they see fit and release the Board of County Commissioners from the Fire Protection Service contract upon demand on April 1, 2025, or beyond. Councilmember Brungardt seconded the motion.**

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

**REPORTS:**

**Department Heads:**

Community and Economic Development Director Joshua Gentzler:

- Independence Day 2026 and the country's 250<sup>th</sup> anniversary.
- Proposal of celebration on July 3, 2026, instead of June 27, 2026. Discussion occurred and the general consensus of the Council was to hold the celebration on July 3, 2026.

**City Attorney:** Nothing to report.

**City Administrator:** Nothing to report.

**Governing Body:**

Councilmember Garvey:

- Nothing to report.

Councilmember Robinson:

- Disappointed that the Board did not hold through to making housing a priority.

Councilmember Clemons:

- Leavenworth County Port Authority Docket update.
- Leavenworth Board of County Commissioners budget is based on 90% property taxes and 10% business and industry. The only way to lower taxes for the citizens is to get industry and rooftops.

Councilmember Brungardt:

- Ditto.

Councilmember Studnicka:

- Nothing to add.

Councilmember Gardner:

- Council has an obligation to listen to the people and to grow.
- McIntyre Rd will be affected by the approved plans for Highway 5 becoming a main artery to 435.
- Growth is limited to the south.
- The council has duties and obligations. If Lansing doesn't grow, we're going to stagnate and people around us are going to grow and we're going to suffer.
- Change has to happen whether we like it or not.

Councilmember Kirby:

- Agree with all the previous statements.

Councilmember Kowalewski:

- Nothing to add.

**ADJOURNMENT:**

**Councilmember Kowalewski made a motion to adjourn. Councilmember Garvey seconded the motion.**

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

The meeting was adjourned at 8:45 PM.

**ATTEST:**

  
 \_\_\_\_\_  
 City Clerk Tish Sims, CMC

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# AGENDA ITEM

---

TO: Tim Vandall, City Administrator  
FROM: Joshua Gentzler JG  
DATE: April 17, 2025  
SUBJECT: Riverbend Heights RHID Adoption Resolution

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*Overview:* Ad Astra Development, LLC requests the establishment of a 20-year RHID to support construction of the Riverbend Heights Subdivision, a 412-lot single-family development in Lansing. Proposed homes will range from approximately 1,300 to 2,000 square feet, with two to four bedrooms, and will be priced between \$275,000 and \$400,000. By using the RHID tool, infrastructure costs—estimated at over \$27 million—will partially be financed through the future property tax increment rather than special assessments, reducing upfront cost burdens for homeowners.

The developer is requesting a cap of reimbursed costs at \$21,852,000 with 80% capture of property taxes over the 20-year period.

*Policy Consideration:* N/A

*Financial Consideration:* The City's participation is based on capturing property tax increments generated from new development within the District. A feasibility study indicates that the tax increment revenue and private developer contributions will be sufficient to cover a portion of the eligible public improvement costs.

*Action:* Staff recommends to **Table this item** after opening and continuing the public hearing to the May 1<sup>st</sup> Council meeting.

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## AGENDA ITEM # 3

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

**ORDINANCE NO. 1130**

**AN ORDINANCE OF THE CITY OF LANSING, KANSAS, ESTABLISHING A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT).**

---

**WHEREAS**, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate reinvestment housing incentive districts within such city; and

**WHEREAS**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of the Kansas Department of Commerce (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, the governing body (the “Governing Body”) of the City of Lansing, Kansas (the “City”) has performed a Housing Needs Analysis, dated October 11, 2023 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, Resolution No. B-2-2025 adopted by the Governing Body made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a reinvestment housing incentive district pursuant to the Act, and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the Act; and

**WHEREAS**, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated February 28, 2025, authorized the City to proceed with the establishment of a reinvestment housing incentive district pursuant to the Act; and

**WHEREAS**, the City has caused to be prepared a plan (the “Plan”) for the development or redevelopment of housing and public facilities in the proposed Riverbend Heights Reinvestment Housing Incentive District (the “District”) in accordance with the provisions of the Act; and

**WHEREAS**, the Plan includes:

1. The legal description and map required by K.S.A. 12-5244(a).
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement value separately.
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District.
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof.
5. A listing of the names, addresses, and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District.
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District.
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows the public benefit derived from the District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in the District.

**WHEREAS**, the Governing Body of the City has adopted Resolution No. B-3-2025, which made a finding that the City is considering establishing the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for April 17, 2025, and provided for notice of such public hearing as provided in the Act; and

**WHEREAS**, a public hearing was held on April 17, 2025, after notice was duly published and delivered in accordance with the provisions of the Act; and

**WHEREAS**, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

**Section 1. Findings.** The Governing Body hereby finds that notice of the public hearing conducted April 17, 2025, was duly made in accordance with the provisions of the Act.

**Section 2. Creation of Reinvestment Housing Incentive District.** A Reinvestment Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the real property legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*.

The District’s boundaries do not contain any property not referenced in Resolution No. B-3-2025, which provided notice of the public hearing on the creation of the District and adoption of the Plan.

**Section 3. Approval of Development Plan and Development Agreement.** The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved. In addition, the approval of the Development Agreement (Riverbend

Heights Reinvestment Housing Incentive District) between the City and Ad Astra Lansing Development, LLC is hereby approved in substantially the form presented to the Governing Body, with such changes or modifications as may be approved by the City Administrator. The Mayor is hereby authorized to execute the Development Agreement, and such other documents as may be necessary to implement the intent of this Ordinance and the Development Agreement, as may be approved by the City Administrator, by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

**Section 4. Adverse Effect on Other Governmental Units.** If, within 30 days following the conclusion of the public hearing on April 17, 2025, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- (a) The Board of Education of Unified School District No. 469, Leavenworth County, Kansas (Lansing) determines by resolution that the District will have an adverse effect on such school district; or
- (b) The Board of County Commissioners of Leavenworth County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either Leavenworth County, Kansas or of Unified School District No. 469, Leavenworth County, Kansas (Lansing).

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

**Section 6. Effective Date.** This Ordinance shall be effective upon its passage by the Governing Body and publication one time in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**PASSED** by the Governing Body of the City of Lansing, Kansas, and **SIGNED** by the Mayor on April 17, 2025.

(SEAL)

\_\_\_\_\_  
Anthony R. McNeill, Mayor

ATTEST:

\_\_\_\_\_  
Tish Sims, City Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPOSED  
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**

**PROPERTY A**

**13209 McIntyre Rd Leavenworth, KS 66048**

Approximately 34.24 acres

Tract 1:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

Tract 2:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

**PROPERTY B**

**00000 131st St Leavenworth, KS 66048**

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

**PROPERTY C**

**24303 131st St Leavenworth, KS 66048**

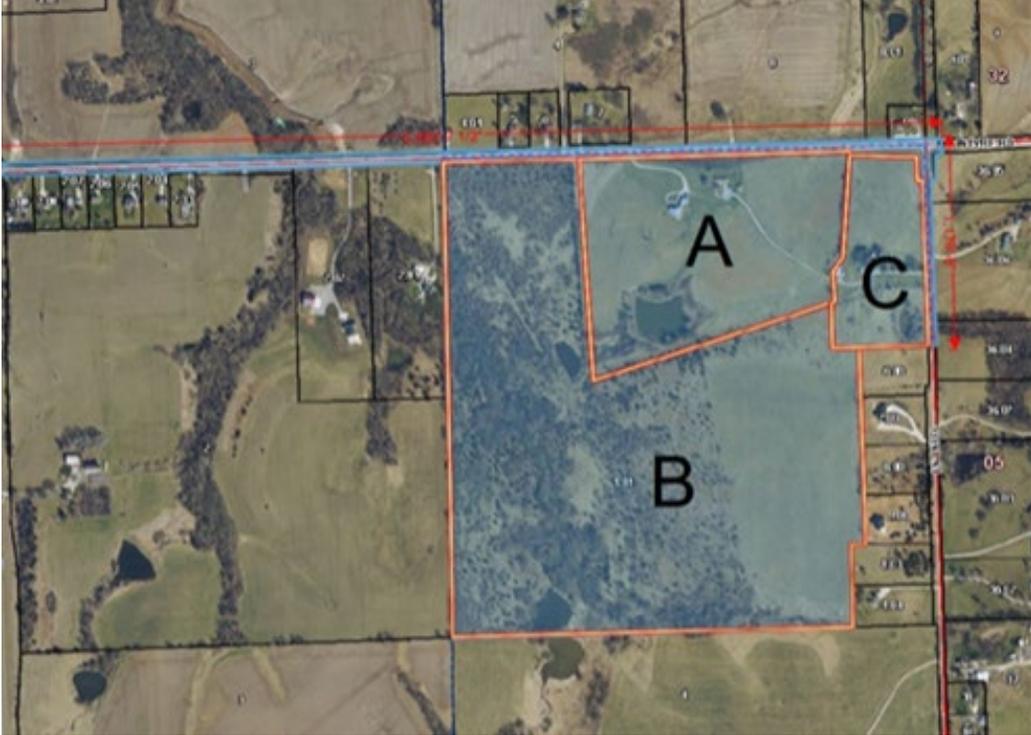
Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto.

**EXHIBIT B**

**MAP OF PROPOSED  
RIVERBEND HEIGHTS REINVESTMENT HOUSING INCENTIVE DISTRICT**



**DRAFT: March 5, 2025**

---

**DEVELOPMENT AGREEMENT  
(RIVERBEND HEIGHTS RHID PROJECT)**

**between**

**CITY OF LANSING, KANSAS**

**and**

**AD ASTRA LANSING DEVELOPMENT, LLC**

**DATED AS OF \_\_\_\_\_, 2025**

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 Exhibit D Project Budget  
 Exhibit E Project Preliminary Site Plan

\*\*\*\*\*

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this “Agreement”) is into by and among the **CITY OF LANSING, KANSAS**, a municipal corporation duly organized and existing under the laws of the State of Kansas as a city of the second class (the “City”) and **AD ASTRA LANSING DEVELOPMENT, LLC**, a Kansas limited liability company (the “Developer”). The Developer and the City are each a “Party” and collectively the “Parties.”

**RECITALS**

**WHEREAS**, on [\_\_\_\_\_], 2025, the City passed Ordinance No. [\_\_\_\_] creating a Reinvestment Housing Incentive District (the “District”) and approving a Development Plan (the “Development Plan”) pursuant to K.S.A. 12-5241 *et seq.* (the “RHID Act”); and

**WHEREAS**, the District consists of approximately 134 acres generally located southwest of the intersection of McIntyre Road and 131<sup>st</sup> Street in the City, and is legally described and depicted on **Exhibit A** attached hereto; and

**WHEREAS**, the City and the Developer desire to enter into this Agreement to address matters related to development of the District, the implementation of the Development Plan, and payment of Eligible Project Costs (as defined herein).

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**ARTICLE I  
DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.01. Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement.

- A. The terms defined in this Article include the plural as well as the singular.
- B. All accounting terms not otherwise defined herein will have the meanings assigned to them, and all computations herein provided for will be made, in accordance with generally accepted accounting principles.
- C. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- D. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and will not affect the construction hereof.

G. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section. The provisions of the Development Plan, and such resolutions and ordinances of the City adopted by the City Council which designate the District and adopt the Development Plan, and the provisions of the RHID Act, as amended, are hereby incorporated herein by reference and made a part of this Agreement, subject in every case to the specific terms hereof.

**Section 1.02. Definitions of Words and Terms.** Capitalized words used in this Agreement will have the meanings set forth in the Recitals to this Agreement or they will have the following meanings:

“**Agreement**” means this Development Agreement, as amended from time to time.

“**Certificate of Eligible Project Costs**” means a certificate relating to Eligible Project Costs in substantially the form attached hereto as **Exhibit B**.

“**Certificate of Full Completion**” means a certificate evidencing Full Completion of any Phase of the Project, in substantially the form attached hereto as **Exhibit C**.

“**City**” means the City of Lansing, Kansas.

“**City Administrative Fee**” means that annual fee to the City during the RHID Term provided by **Section 4.06** hereof, equal to the lesser of (a) \$15,000 or (b) the amount of RHID Incremental Tax Revenues held in the RHID Increment Fund.

“**City Event of Default**” means any event or occurrence defined in **Section 8.02** of this Agreement.

“**City Representative**” means the Mayor or City Administrator of the City, and such other person or persons at the time designated to act on behalf of the City in matters relating to this Agreement.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Project, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with this Agreement.

“**County**” means Leavenworth County, Kansas.

“**Cutoff Date**” means the date that is ten (10) years after the date of this Agreement.

“**Developer**” means Ad Astra Lansing Development, LLC, a Kansas limited liability company, and any successors and assigns approved pursuant to this Agreement.

“**Developer Event of Default**” means any event or occurrence defined in **Section 8.01** of this Agreement.

“**Development Plan**” means the Development Plan for the District which was approved by the City pursuant to Ordinance No. [\_\_\_\_].

“**District**” means the Riverbend Heights Reinvestment Housing Incentive District created by the City by the passage of Ordinance No. [\_\_\_\_], pursuant to the RHID Act, and legally described and depicted on **Exhibit A** hereto.

“**Eligible Project Costs**” means that portion of the costs of the Project which are reimbursable to the Developer pursuant to the provisions of K.S.A. 12-5249, including associated legal, engineering and project finance costs, all as more specifically described on **Exhibit D** attached hereto and incorporated herein by this reference.

“**Event of Default**” means any City Event of Default or Developer Event of Default, as applicable.

“**Excusable Delays**” means any delay beyond the reasonable control of the Party affected, caused by pandemics and large scale medical emergencies, damage or destruction by fire or other casualty, power failure, strike, shortage of materials, unavailability of labor, delays in the receipt of Permitted Subsequent Approvals as a result of unreasonable delay on the part of the applicable Governmental Authorities, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or abnormal duration, tornadoes, and any other events or conditions, which include but is not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project in accordance with this Agreement, which in fact prevents the Party so affected from discharging its respective obligations hereunder.

“**Governmental Approvals**” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals required for the implementation of the Project and consistent with the Development Plan, the Site Plan, and this Agreement.

“**Governmental Authorities**” means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any type of any governmental unit (federal, state or local) whether now or hereafter in existence.

“**Infrastructure Improvements**” means the site preparation, construction of interior streets, street grading, paving, curbing, guttering, and surfacing, storm sewer, sanitary sewer (including installation of a lift station(s), if necessary), asphalt pavement, concrete curbs, concrete sidewalks, signage, erosion control for streets, electric improvements, and related expenses necessary to support the development of each Phase as may be set forth in the Plans for such Phase.

“**McIntyre Sewer Project**” means the extension of the sanitary sewer main from its current terminus at \_\_\_\_\_ approximately \_\_\_\_\_ linear feet to the south and east with sufficient capacity to serve the Project at an estimated cost of \$ \_\_\_\_\_, as generally depicted in **Exhibit F**.

“**Pay As You Go**” has the meaning set forth in **Section 4.02**.

“**Permitted Subsequent Approvals**” means the building permits and other Governmental Approvals customarily obtained prior to construction which have not been obtained on the date that this Agreement is executed, which the City or other governmental entity has not yet determined to grant.

“**Phase**” or “**Phases**” means, as applicable, Phase 1, Phase 2, Phase 3, Phase 4, Phase 5, and/or Phase 6 of the Project.

“**Phase 1**” means the McIntyre Sewer Project and the Infrastructure Improvements necessary to develop approximately 84 platted residential lots in approximately the area labeled as “Phase 1” in **Exhibit E**.

“**Phase 2**” means the Infrastructure Improvements necessary to develop approximately 66 platted residential lots in approximately the area labeled as “Phase 2” in **Exhibit E**.

“**Phase 3**” means the Infrastructure Improvements necessary to develop approximately 66 platted residential lots in approximately the area labeled as “Phase 3” in Exhibit E.

“**Phase 4**” means the Infrastructure Improvements necessary to develop approximately 66 platted residential lots in approximately the area labeled as “Phase 4” in Exhibit E.

“**Phase 5**” means the Infrastructure Improvements necessary to develop approximately 66 platted residential lots in approximately the area labeled as “Phase 5” in Exhibit E.

“**Phase 6**” means the Infrastructure Improvements necessary to develop approximately 69 platted residential lots in approximately the area labeled as “Phase 6” in Exhibit E.

“**Plans**” means Site Plans, Construction Plans and all other Governmental Approvals necessary to construct the Project in accordance with City Code, applicable laws of Governmental Authorities and this Agreement.

“**Project**” means the development of real property into a residential subdivision containing approximately 417 homes to be implemented through Developer’s construction of the McIntyre Sewer Project and the Infrastructure Improvements for each applicable Phase of the Project, all as generally depicted in the Exhibit E hereto.

“**Project Budget**” means the project budget as set forth in Exhibit D hereto.

“**RHID Act**” means K.S.A. 12-5241 *et seq.*, as amended and supplemented from time to time.

“**RHID Costs Cap**” means the lesser of (a) the product of the number of single-family lots for which a Certificate of Full Completion has been executed by the City prior to the Cutoff Date multiplied by fifty-two thousand five hundred dollars (\$52,500) and (b) twenty-one million eight hundred ninety-two thousand five hundred dollars (\$21,892,500).

“**RHID Increment Fund**” means the Riverbend Heights RHID Increment Fund, created pursuant to the RHID Act and Section 4.03 hereof.

“**RHID Incremental Tax Revenues**” means that amount of eligible ad valorem taxes paid from the Leavenworth County Treasurer to the Treasurer of the City pursuant to K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District and construction of the Project.

“**RHID Term**” means the timeframe commencing the date the ordinance approving the Development Plan becomes effective to the earlier of (i) 20 years from such date, or (ii) payment to Developer of all Eligible Project Costs up to the RHID Costs Cap, unless otherwise terminated in accordance with the terms of this Agreement.

“**Site Plans**” means the final site plan for the District submitted by the Developer to the City and approved by the City pursuant to applicable City ordinances, regulations and City Code provisions, which may be approved as a whole or approved in phases or stages.

**ARTICLE II**  
**REPRESENTATIONS AND WARRANTIES**

**Section 2.01. Representations of the Developer.**

The Developer makes the following representations and warranties, which are true and correct on the date hereof, to the best of the Developer's knowledge:

A. ***Corporate Organization.*** Developer is duly organized and existing under the laws of the State of Kansas. Throughout the term of this Agreement, Developer agrees to remain in good standing and authorized to do business in the State of Kansas.

B. ***Due Authority.*** The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

C. ***No Defaults or Violation of Law.*** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

D. ***No Litigation.*** No litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Project, the Developer or any officer, director, member or shareholder of the Developer. In addition, no litigation, proceeding or investigation is pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, of the terms and provisions of this Agreement.

E. ***No Material Change.*** (1) The Developer has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business except for the transactions contemplated by this Agreement and (2) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer, which could affect the Developer's ability to perform its obligations pursuant to this Agreement from that shown in the financial information provided by the Developer to the City prior to the execution of this Agreement.

F. ***Governmental or Corporate Consents.*** No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, other than Permitted Subsequent Approvals.

G. ***No Default.*** No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument to which the Developer is a party or by which the Developer is or may be bound.

H. **Approvals.** Except for Permitted Subsequent Approvals, the Developer has received and is in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct its business as heretofore conducted by it and to own or lease and operate its properties as now owned or leased by it. Except for Permitted Subsequent Approvals, the Developer has obtained all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to acquire, construct, equip, operate and maintain the Project. The Developer reasonably believes that all such certificates, licenses, consents, permits, authorizations or approvals which have not yet been obtained will be obtained in due course.

I. **Construction Permits.** Except for Permitted Subsequent Approvals, all governmental permits and licenses required by applicable law to construct, occupy and operate the Project have been issued and are in full force and effect or, if the present stage of development does not allow such issuance, the Developer reasonably believes, after due inquiry of the appropriate governmental officials, that such permits and licenses will be issued in a timely manner in order to permit the Project to be constructed.

J. **Compliance with Laws.** The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

K. **Other Disclosures.** The information furnished to the City by the Developer (including through any of Developer's representatives) in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

L. **Project.** The Developer represents and warrants that the District is sufficient to construct the Project as contemplated in the Development Plan and this Agreement.

**Section 2.02. Conditions to the Effectiveness of this Agreement.** Contemporaneously with the execution of this Agreement, and as a precondition to the effectiveness of this Agreement, the Developer will submit the following documents to the City:

- A. A copy of the Developer's organizational documents, certified by the Secretary of State of the State of Kansas; and
- B. A certified copy of the bylaws, operating agreement, or partnership agreement, as applicable, of the Developer; and
- C. A Certificate of Good Standing for the Developer, certified by the Secretary of State of the State of Kansas within the preceding 90 days; and
- D. A tax clearance certificate for the Developer issued by the Kansas Department of Revenue within the preceding 90 days.

## ARTICLE III

### THE PROJECT; CONSTRUCTION

**Section 3.01. Project Budget.** Developer will construct the Project substantially in accordance with the Project Budget attached as Exhibit D hereto. The parties acknowledge that the Developer is a “horizontal developer” and will be acquiring land and constructing the Project in anticipation of selling pad-ready lots to a subsequent developer that will construct the vertical, private improvements thereon.

**Section 3.02. Project Improvements.** The Developer will complete or cause to be completed the Phases of the Project in accordance with the Site Plan(s) and other Governmental Approvals and, as applicable, shall dedicate the Infrastructure Improvements to the City in the City’s ordinary course upon completion of the same. Developer will be responsible for securing any rights-of-way or easements from private parties necessary to construct the Project.

**Section 3.03. Project Schedule.** Developer will construct (or cause to be constructed) the Project in accordance with the following schedule:

- A. No later than twelve (12) months after the execution of this Agreement, construction of Phase 1 will be commenced and will be diligently executed to completion no later than December 31, 2027, such Phase to consist of no fewer than sixty (60) single-family lots.
- B. No later than December 31, 2029, no fewer than one hundred (100) single-family lots will be completed.

The completion of each Phase of the Project will be evidenced by Developer’s delivery of a Certificate of Full Completion in accordance with Section 3.06 of this Agreement.

Subject to Excusable Delays, once the Developer has commenced construction of a Phase of the Project, Developer will not permit cessation of work on such Phase for a period in excess of 45 consecutive working days or 90 days in the aggregate (but excluding weekends and holidays) without prior written consent of the City.

**Section 3.04. Project Design; Governmental Approvals.**

A. The District will be developed, and the Project constructed, in accordance with the Development Plan, this Agreement, and the Plans submitted by the Developer and approved by the City. Any “substantial changes” must be mutually agreed upon in writing among the Developer and the City and will be made only in accordance with the RHID Act.

B. Before commencement of construction or development of any buildings, structures or other work or improvements, the Developer will, at its own expense, secure or cause to be secured any and all permits and approvals (including but not limited approvals related to the site plan, zoning, planning and platting approvals) which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The City will cooperate with and provide all usual assistance to the Developer in securing these permits and approvals, and will diligently process, review and consider all such permits and approvals as may be required by law; except provided that the City will not be required to issue any such permits or approval for any portion of the Project not in conformance with the Development Plan or this Agreement.

C. Before commencement of construction or development of any public improvements necessary to serve the District, the Developer will, at its own expense, provide, or cause to be provided, to the City engineered drawings for the proposed sanitary sewer, water, storm sewer, street, curbing, sidewalk, and any other public infrastructure improvements necessary within the District and the extension of sanitary sewer and water improvements to serve the District. The submitted drawings must be approved by the City prior to the commencement of any work and will be in accordance with City guidelines, City Code, and any applicable State and Federal Regulations. All public improvements will be located in the public right of way or properly recorded easements.

D. The Developer will (1) supply the City with construction documents and a storm water pollution prevention plan; (2) provide for construction observation, testing and inspection; (3) participate in the final inspection; (4) provide material submittals, test results, and as-built plans to the City; and (5) provide for a warranty for each Phase of the Project for a period of one year after completion thereof.

E. Certificates of occupancy for structures within the District will be granted in accordance with City Code. Nothing in this Agreement will constitute a waiver of the City’s right to consider and approve or deny Governmental Approvals pursuant to the City’s regulatory authority as provided by City Code and applicable State law. The Developer acknowledges that satisfaction of certain conditions contained in this Agreement requires the reasonable exercise of the City’s discretionary zoning authority by the City’s Planning Commission and governing body in accordance with City Code and applicable State law.

**Section 3.05. Rights of Access.** Representatives of the City will have the right of access to the Project, without charges or fees, at normal construction hours during the period of construction, for the purpose of ensuring compliance with this Agreement, including, but not limited to, the inspection of the work being performed in constructing, improving, equipping, repairing and installing the Project, so long as they comply with all safety rules. Except in case of emergency, prior to any such access, such representatives of the City will check in with the on-site manager. Such representatives of the City will carry proper identification, will insure their own safety, assuming the risk of injury, and will not interfere with the construction activity.

**Section 3.06. Certificate of Full Completion.**

A. Promptly after completion of each Phase of the Project in accordance with the provisions of this Agreement, Developer will submit a Certificate of Full Completion to the City in substantially the form attached as **Exhibit C**. “Full completion” means that Developer has completed a Phase of the Project in a manner consistent with the Development Plan.

B. The City will, within 30 days following receipt of a Certificate of Full Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in such Certificate of Full Completion. The City’s execution of a Certificate of Full Completion will constitute evidence of the satisfaction of the Developer’s agreements and covenants to construct the Project. If the City has not executed or rejected a Certificate of Full Completion in writing within 45 days following receipt, the Certificate of Full Completion will be deemed approved.

**ARTICLE IV**

**REIMBURSEMENT OF ELIGIBLE PROJECT COSTS**

**Section 4.01. Eligible Project Costs, Generally.** In consideration for the Developer’s agreement to construct the Project, and subject to the terms of this Agreement, the City agrees to reimburse

Developer for Eligible Project Costs in a total amount not to exceed the RHID Costs Cap. The City will only be obligated to reimburse Developer from available RHID Incremental Tax Revenues and will have no obligation to reimburse Developer from any other source of funds.

**Section 4.02. Developer to Advance Costs; No Bonds Will Be Issued.** The Developer agrees to advance all Eligible Project Costs as necessary to complete the Project. No general obligation or special obligation bonds will be issued by the City for the Project. Developer may be reimbursed by the City for Eligible Project Costs from RHID Incremental Tax Revenues as funds are collected (the “Pay As You Go” method), and the City will have no obligation to reimburse Developer from any other source of funds.

**Section 4.03. RHID Increment Fund; Reimbursement of Eligible Project Costs.**

A. ***Creation of Fund; Deposit of Incremental Tax Revenues.*** The City will establish and maintain a separate fund and account known as the Riverbend Heights RHID Increment Fund (the “RHID Increment Fund”). All RHID Incremental Tax Revenues will be deposited into the RHID Increment Fund.

B. ***Reimbursement from the RHID Increment Fund.*** All disbursements from the RHID Increment Fund will first be made to pay the City Administrative Fee, then to reimburse payment of Eligible Project Costs up to the RHID Costs Cap. The City will have sole control of the disbursements from the RHID Increment Fund. To the extent that the Developer has certified Eligible Project Costs that remain unreimbursed, and RHID Incremental Tax Revenues are available in the RHID Increment Fund, such disbursements will be made on a Pay As You Go basis no more than **twice annually**, such payments made by the City on or about each February 10 and August 10 during the RHID Term; provided, no disbursements will be made to Developer from the RHID Increment Fund until Developer has complied with the provisions of **Section 4.03.C** below. The City will have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Leavenworth County Treasurer pursuant to the provisions of K.S.A. 12-5250(b)(2)(A) as a result of the creation of the District.

The City may, to the extent permitted by law, continue to use any surplus amounts of RHID Incremental Tax Revenues after reimbursing Developer for Eligible Project Costs for any purpose authorized by the RHID Act and Development Plan until such time as the Project is completed, but for not to exceed 20 years from the effective date of the ordinance approving the Development Plan. After Developer has been reimbursed to the RHID Costs Cap, all remaining funds in the RHID Increment Fund will be reserved for use by the City.

C. ***Conditions Precedent to Reimbursement.*** Prior to the City disbursing any funds to Developer from the RHID increment Fund, Developer must:

- 1. Be in compliance with the terms of this Agreement.
- 2. Have no unpaid taxes (including any member of manager of Developer) then due to the State or any taxing jurisdiction.
- 3. Have received a Certificate of Full Completion executed by the City no later than the Cutoff Date for the applicable Phase for which the Developer is seeking reimbursement.

**Section 4.04. Reimbursement Requests.**

A. ***Form for Requests.*** All requests for reimbursement of Eligible Project Costs will be made in a Certificate of Eligible Project Costs submitted by the Developer in substantial compliance with the form attached hereto as **Exhibit B**.

B. **Reimbursement Requests.** Developer may submit Certificates of Eligible Project Costs no more frequently than twice in any calendar year, and no Certificates of Eligible Project Costs may be submitted after the Cutoff Date.

C. **Actual Costs Incurred.** The Developer will submit Certificates of Eligible Project Costs only for such costs actually incurred by the Developer.

D. **Evidence of Eligible Project Costs.** The Developer will provide itemized invoices, receipts, proof of payment, or other information reasonably requested, if any, to confirm that costs submitted in any Certificate of Eligible Project Costs have been paid and qualify as Eligible Project Costs and will further provide a summary sheet detailing the costs requested to be reimbursed. Such summary sheet will be provided in Excel spreadsheet format and show the date such cost was paid, the payee, a brief description of the type of cost paid, and the amount paid. The Developer will provide such additional information as reasonably requested by the City to confirm that such costs have been paid and qualify as Eligible Project Costs.

E. **City Inspection.** The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certificate of Eligible Project Costs is submitted to examine the Developer's and others' records regarding all expenses related to the invoices to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof.

F. **City Review of Eligible Project Costs.** The City will have 30 calendar days after receipt of any Certificate of Eligible Project Costs to review and respond by written notice to the Developer. If the submitted Certificate of Eligible Project Costs and supporting documentation demonstrates that (1) the request relates to the Eligible Project Costs and is permitted under this Agreement; (2) the expense has been paid; (3) Developer is not in material default under this Agreement or any other agreement between the Developer and the City; and (4) there is no fraud on the part of the Developer, then the City will approve the Certificate of Eligible Project Costs and make, or cause to be made, reimbursement to Developer from the RHID Increment Fund in accordance with the terms of this Agreement. If the City reasonably disapproves of the Certificate of Eligible Project Costs, the City will notify the Developer in writing of the reason for such disapproval within such 30-day period. The Developer may revise and resubmit the Certificate of Eligible Project Costs, and the City will review and approve (or disapprove) the revised certificate in accordance with this Section. Approval of a Certificate of Eligible Project Costs will not be unreasonably withheld.

**Section 4.05. Right to Inspect and Audit.** The Developer agrees that, up to one year after the later of completion of any Phase of the Project or the City's approval of any Certificate of Eligible Project Costs, the City, with reasonable notice and during normal business hours, will have the right and authority to review, audit, and copy, from time to time, all the Developer's books and records relating to the Eligible Project Costs (including, but not limited to, all general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, paid receipts and invoices).

**Section 4.06. City Administrative Fee.** The City shall be entitled to collect the City Administrative Fee from the annual RHID Increment Fund, which shall be excluded from the RHID Costs Cap. The City Administrative Fee shall be used to cover the administration and other City costs during the RHID Term and shall be in addition to the costs identified in the Project Budget. The City Administrative Fee will be paid from the RHID Incremental Tax Revenues held in the RHID Increment Fund prior to reimbursements being made to Developer.

## ARTICLE V

### USE OF THE DISTRICT

**Section 5.01. Land Use Restrictions.** At all times while this Agreement is in effect, the Developer agrees that the Property will be utilized for residential purposes only, in general conformance with the approved Development Plan, and all other types of land uses are prohibited in the Project or on the Property unless approved in writing by the City prior to the execution of a letter of intent, lease or prior to the sale of land; provided, Developer may sell land to a subsequent developer for the purpose of constructing single-family homes as anticipated by the Development Plan.

**Section 5.02. Ongoing Performance Standards.** The Project will comply with all applicable building and zoning, health, environmental and safety codes and laws and all other applicable laws, rules and regulations. The Developer will, at its own expense and to the extent it owns the Project or applicable portion thereof, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction for the construction and operation of the Project.

**Section 5.03. Taxes, Assessments, Encumbrances and Liens.**

A. So long as the Developer owns any real property within the District, the Developer will pay when due all real estate taxes and assessments on such property within the District. Nothing herein will be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, nor to limit the remedies available to the Developer in respect thereto. The Developer will promptly notify the City in writing of a protest of real estate taxes or valuation of the Developer's property within the District.

B. Subject to **Section 5.04**, Developer agrees that no mechanics' or other liens will be established or remain against the Project, or the funds in connection with any of the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals or replacements so made. However, the Developer will not be in default if mechanics' or other liens are filed or established and the Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. The Developer hereby agrees and covenants to indemnify and hold harmless the City in the event any liens are filed against the Project as a result of acts of the Developer, its agents or independent contractors.

**Section 5.04. Financing During Construction; Rights of Holders.**

A. ***No Encumbrances Except Mortgages during Construction.*** Notwithstanding any other provision of this Agreement, mortgages are permitted for the acquisition, construction, renovation, improvement, equipping, repair and installation of the Project and to secure permanent financing thereafter. However, nothing contained in this paragraph is intended to permit or require the subordination of general property taxes, special assessments or any other statutorily authorized governmental lien to be subordinate in the priority of payment to such mortgages.

B. ***Holder Not Obligated to Construct Improvements.*** The holder of any mortgage authorized by this Agreement will not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor will any covenant or any other provision in the deed for the Project be construed so to obligate such holder. Nothing in this Agreement will be deemed to construe, permit or authorize any such holder to devote the Project to any uses or to construct any

improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

C. **Notice of Default to Mortgage Holders; Right to Cure.** With respect to any mortgage granted by Developer as provided herein, whenever the City delivers any notice or demand to Developer with respect to any breach or default by the Developer in completion of construction of the Project, the City will at the same time deliver to each holder of record of any mortgage authorized by this Agreement a copy of such notice or demand, but only if City has been requested to do so in writing by Developer. Each such holder will (insofar as the rights of the City are concerned) have the right, at its option, within 60 days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement will be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Project or construction already made) without first having expressly assumed the Developer’s obligations to the City by written agreement satisfactory to and with the City. The holder, in that event, must agree to complete, in the manner provided in this Agreement, that portion of the Project to which the lien or title of such holder relate, and submit evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

D. **Construction Period.** The restrictions on Developer financing in this Section are intended to and apply only to financing during the construction period of the Project and any financing obtained in connection therewith. Nothing in this Agreement is intended or will be construed to prevent the Developer from obtaining any financing for the Project or any aspect thereof.

**ARTICLE VI**

**ASSIGNMENT; TRANSFER**

**Section 6.01. Transfer of Obligations.**

A. The rights, duties and obligations hereunder of the Developer may not be assigned, in whole or in part, to another entity, without the prior approval of the City Council by resolution following verification by the City Attorney that the assignment complies with the terms of this Agreement. Any proposed assignee will have qualifications and financial responsibility, as reasonably determined by the City Administrator, necessary and adequate to fulfill the obligations of the Developer with respect to the portion of the Project being transferred. Any proposed assignee must, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion or Phase of the Project, such obligations, conditions and restrictions to the extent that they relate to such portion or Phase). The Developer will not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer.

B. The Parties’ obligations pursuant to this Agreement, unless earlier satisfied, will inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective Parties as if they were in every case specifically named and will be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no tenant of any part of the Project will be bound by any obligation of the Developer solely by virtue of being a tenant; provided, however, that no

transferee or owner of property within the Project except the Developer will be entitled to any rights whatsoever or claim upon the RHID Incremental Tax Revenues as set forth herein.

C. The foregoing restrictions on assignment, transfer and conveyance will not apply to any security interest granted to secure indebtedness to any construction or permanent lender.

**Section 6.02. Corporate Reorganization.** Nothing herein will prohibit (or require City approval to allow) Developer from forming additional development or ownership entities to replace or joint venture with Developer for the purpose of business and/or income tax planning; provided that Developer, or an entity controlled by Developer and/or Chris Coulson, owns not less than 51% of any new or restructured company.

**Section 6.03. Transfer of the District, the Buildings or Structures Therein.**

A. The Developer will be authorized to transfer any property interest within the boundaries of the District in accordance with the requirements of this **Section 6.03.**

B. Developer may sell real estate in the District in the ordinary course of its business with notice to, but without need for prior consent from, the City Administrator, if the transfer does not include a transfer of any construction or development obligations under this Agreement. Developer will notify the City in writing of such transfer not less than 30 days prior to the proposed effective date of any proposed sale or other transfer of any or all of the real property in the District or any interest therein. Such notice shall include (i) a copy of the instrument effecting such sale or other disposition, and (ii) if the transfer includes a transfer of construction or development obligations of this Agreement thereby making the transfer subject to the approval stated in **Section 6.01A**, such notice must include evidence sufficient to the City that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer in accordance with **Section 6.01.**

C. The restrictions in this Section will not be deemed to prevent the granting of temporary or permanent easements or permits to facilitate the development of the District or to prohibit or restrict the leasing of any part or parts of a building, structure or land for a term commencing on completion.

**ARTICLE VII**

**GENERAL COVENANTS**

**Section 7.01. Indemnification of City.**

A. Developer agrees to indemnify and hold the City, its employees, agents and independent contractors and consultants (collectively, the “City Indemnified Parties”) harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, judgments, costs and/or expenses, including court costs and reasonable attorney’s fees, resulting from, arising out of, or in any way connected with:

- 1. The Developer’s actions and undertaking in implementation of the Project or this Agreement; and

2. The negligence or willful misconduct of Developer, its employees, agents or independent contractors and consultants in connection with the management, design, development, redevelopment, construction, and operation of the Project.

3. Any delay or expense resulting from any litigation filed against the Developer by any member or shareholder of the Developer, any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor.

This section will not apply to willful misconduct or gross negligence of the City or its officers, employees or agents. This section includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in (i) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”; 42 U.S.C. Section 9601, *et seq.*), (ii) the Resource Conservation and Recovery Act (“RCRA”; 42 U.S.C. Section 6901 *et seq.*) and (iii) Article 34, Chapter 65, K.S.A. and all amendments thereto, at any place where Developer owns or has control of real property pursuant to any of Developer’s activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 (e) of CERCLA to assure, protect, hold harmless and indemnify City from liability.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an “Action”) is begun or made as a result of which the Developer may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties will give prompt notice to the Developer of the occurrence of such event.

C. The right to indemnification set forth in this Agreement will survive the termination of this Agreement.

**Section 7.02. Insurance.** Developer will maintain or cause to be maintained insurance with respect to the Project covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker’s compensation and general liability) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect the Developer and the Project. Throughout the term of this Agreement, Developer agrees to provide the City upon request evidence of property insurance and a certificate of liability insurance demonstrating compliance with this **Section 7.02.**

**Section 7.03. Obligation to Restore.**

A. **Restoration of Project by Developer.** The Developer hereby agrees that if any portion of the Project owned by Developer, or controlled by the Developer or the principals of the Developer, becomes damaged or destroyed, in whole or in part, by fire or other casualty, the Developer will promptly restore, replace or rebuild the same, or will promptly cause the same to be restored, replaced or rebuilt, to as nearly as possible the value, quality and condition it was in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the City, which approval will not be unreasonably withheld. In the event of damage or destruction by fire or other casualty to any of the Project owned by Developer, irrespective of the amount of such damage or destruction, Developer will make the property safe and in compliance with all applicable laws as provided herein.

B. **Enforcement.** The restrictions set forth in this Section are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

**Section 7.04. Non-liability of Officials, Employees and Agents of the City.** No recourse will be had for the reimbursement of the Eligible Project Costs or for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

**Section 7.05. City Expenses.** The Developer shall be responsible for the payment of all reasonable non-City employee legal, financial and planning consultants for direct out-of-pocket expenses and other reasonable costs resulting from services rendered to the City to review, evaluate, process, consider, amend, or administer this Agreement (the “City Expenses”), which shall be reimbursable expenses of the Developer incurred in connection with the Project, in accordance with this Agreement. The Developer shall pay all City Expenses within ten (10) days after presentation of an invoice from the City.

## ARTICLE VIII

### DEFAULTS AND REMEDIES

**Section 8.01. Developer Event of Default.** A “Developer Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the Developer in this Agreement and continuance of such default or breach for a period of 30 days after City has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and Developer is diligently attempting to remedy such default or breach, such default or breach will not constitute a Developer Event of Default if Developer promptly upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch. Default or breach of any other agreement between the City and the Developer will also constitute a “Developer Event of Default” under this Agreement.

**Section 8.02. City Event of Default.** A “City Event of Default” means a default in the performance of any obligation or breach of any covenant or agreement of the City in this Agreement and continuance of such default or breach for a period of 30 days after there has been given to the City by the Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach will not constitute a City Event of Default if the City immediately upon receipt of such notice diligently attempts to remedy such default or breach and thereafter prosecutes and completes the same with due diligence and dispatch.

**Section 8.03. Remedies Upon a Developer Event of Default.**

A. Upon the occurrence and continuance of a Developer Event of Default, the City will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The City will have the right to terminate this Agreement or terminate Developer’s rights under this Agreement, including the right to reimbursement from RHID Incremental Tax Revenues.

2. The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default.

B. Upon termination of this Agreement for any reason, the City will have no obligation to reimburse Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

C. If the City has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the City, then and in every case the City and the Developer will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the City will continue as though no such proceeding had been instituted.

D. The exercise by the City of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the City will apply to obligations beyond those expressly waived.

E. Any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the City of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

**Section 8.04. Remedies Upon a City Event of Default.**

A. Upon the occurrence and continuance of a City Event of Default the Developer will have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

1. The Developer will have the right to terminate the Developer’s obligations under this Agreement.

2. The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the Developer resulting front such City Event of Default.

B. If the Developer has instituted any proceeding to enforce any right or remedy under this Agreement by suit or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Developer, then and in every case the Developer and the City will, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Developer will continue as though no such proceeding had been instituted.

C. The exercise by the Developer of any one remedy will not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by the Developer will apply to obligations beyond those expressly waived.

D. Any delay by the Developer in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph will not operate as a waiver of such rights or limit it in any way. No waiver in fact made by the Developer of any specific default by the Developer will be considered or treated as a waiver of the rights with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

**Section 8.05. Excusable Delays.** Neither the City nor the Developer will be deemed to be in default of this Agreement because of an Excusable Delay.

**Section 8.06. Legal Actions.** Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Leavenworth County, Kansas or, if federal jurisdiction exists, in the United States District Court for the District of Kansas.

**ARTICLE IX**

**GENERAL AND SPECIAL PROVISIONS**

**Section 9.01. Mutual Assistance.** The City and the Developer agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be reasonably necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to reasonably aid and assist each other in carrying out said terms, provisions and intent.

**Section 9.02. Effect of Violation of the Terms and Provisions of this Agreement; No Partnership.** The City is deemed the beneficiary of the terms and provisions of this Agreement, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. The Agreement will run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Project or the District. The City will have the right, if the Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and covenants may be entitled. Nothing contained herein will be construed as creating a partnership between the Developer and the City.

**Section 9.03. Time of Essence.** Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**Section 9.04. Amendments.** This Agreement may be amended only by the mutual consent of the Parties, by the adoption of a resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

**Section 9.05. Agreement Controls.** The Parties agree that the Development Plan will be implemented as agreed in this Agreement. This Agreement specifies the rights, duties and obligations of the City and Developer with respect to constructing the Project, the payment of Eligible Project Costs and all other methods of implementing the Development Plan. The Parties further agree that this Agreement contains provisions that are in greater detail than as set forth in the Development Plan and that expand upon the estimated and anticipated sources and uses of funds to implement the Development Plan. Nothing in this Agreement will be deemed an amendment of the Development Plan. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

**Section 9.06. Conflicts of Interest.**

A. No member of the City's governing body or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings will participate in any decisions relating thereto which affect such person's personal interest or the interests of any corporation or partnership in which such person is directly or indirectly interested. Any person having such interest will immediately, upon knowledge of such possible conflict, disclose, in writing, to the City the nature of such interest and seek a determination with respect to such interest by the City and, in the meantime, will not participate in any actions or discussions relating to the activities herein proscribed.

B. The Developer warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement. The Developer further represents that, to its best knowledge and belief, no officer, employee or agent of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

**Section 9.07. Term.** Unless earlier terminated as provided herein, this Agreement will remain in full force and effect until the expiration of the RHID Term.

**Section 9.08. Validity and Severability.** It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of State of Kansas, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof will not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement will be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 9.09. Required Disclosures.** The Developer will immediately notify the City of the occurrence of any material event which would cause any of the information furnished to the City by the Developer in connection with the matters covered in this Agreement to contain any untrue statement of any material fact or to omit to state any material fact required to be stated therein or necessary to make any statement made therein, in the light of the circumstances under which it was made, not misleading.

**Section 9.10. Tax Implications.** The Developer acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents has provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Developer is relying solely upon its own tax advisors in this regard.

**Section 9.11. Authorized Parties.** Whenever under the provisions of this Agreement and other related documents, instruments or any supplemental agreement, a request, demand, approval, notice or consent of the City or the Developer is required, or the City or the Developer is required to agree or to take some action at the request of the other Party, such approval or such consent or such request will be given for the City, unless otherwise provided herein, by the City Representative and for the Developer by any officer of Developer so authorized; and any person will be authorized to act on any such agreement, request, demand, approval, notice or consent or other action and neither Party will have any complaint against the other as a result of any such action taken. The City Representative may seek the advice, consent or approval

of the City Council before providing any supplemental agreement, request, demand, approval, notice or consent for the City pursuant to this Section.

**Section 9.12. Notice.** All notices and requests required pursuant to this Agreement will be sent as follows:

To the City:

City Administrator  
City of Lansing, Kansas  
800 First Terrace,  
Lansing, Kansas 66043

To the Developer:

Ad Astra Lansing Development, LLC  
Attn: Chris Coulson  
5701 Mission Drive  
Mission Hills, Kansas 66208

With a copy to:

Kevin Wempe  
Gilmore & Bell, P.C.  
2405 Grand Blvd., Suite 1100  
Kansas City, Missouri 64108

With a copy to:

Kane Law Office  
Attn: Brandon Kane  
1100 Main Street, Suite 2820  
Kansas City, Missouri 64105

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices will be deemed effective on the third day after mailing; all other notices will be effective when delivered.

**Section 9.13. Kansas Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

**Section 9.14. Counterparts.** This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same agreement.

**Section 9.15. Recordation of Agreement.** The Parties agree to execute and deliver an original of this Agreement and any amendments or supplements hereto, in proper form for recording and/or indexing in the appropriate land or governmental records, including, but not limited to, recording in the real estate records of Leavenworth County, Kansas. This Agreement will be promptly recorded by the City at Developer’s cost after execution, and proof of recording will be provided to the Developer.

**Section 9.16. Consent or Approval.** Except as otherwise provided in this Agreement, whenever the consent, approval or acceptance of either Party is required hereunder, such consent, approval or acceptance will not be unreasonably withheld, conditioned or unduly delayed.

**Section 9.17. Electronic Transactions.** The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 9.18. Cash Basis and Budget Laws.** The Parties acknowledge and agree that the ability of the City to enter into and perform certain financial obligations pursuant to this Agreement are subject to the K.S.A. 10-1101 *et seq.* and K.S.A. 79-2935 *et seq.*

*[Remainder of page left blank intentionally  
Signature pages to follow]*

DRAFT

**THIS AGREEMENT** has been executed as of the date first hereinabove written.

**CITY OF LANSING, KANSAS**

\_\_\_\_\_  
Anthony R. McNeill, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Tish Sims, City Clerk

**AD ASTRA LANSING DEVELOPMENT,  
LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**EXHIBIT A**

**LEGAL DESCRIPTION AND MAP OF DISTRICT**

**Legal Description of District:**

**PROPERTY A**

**13209 McIntyre Rd Leavenworth, KS 66048**

Approximately 34.24 acres

Tract 1:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M. in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 660.60 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of the said Northeast 1/4; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" W) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (S 90° 00' 00" E) 690.42 feet to the point of beginning, less any part thereof taken or used for road purposes.(hereinafter referred to as "Tract 1").

AND

Tract 2:

A tract of land in the Northeast 1/4 of Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is (N 90° 00' 00" W) 418.98 feet from the Northeast corner of the Northeast 1/4 of said Section 6, said point of beginning also being on the North line of said Northeast 1/4; thence (S 05° 52' 20" W) 579.76 feet; thence (S 39° 08' 57" W) 100.80 feet; thence (S 00° 30' 34" W) 195.55 feet; thence (S 74° 41' 26" W) 1402.72 feet; thence (N 02° 30' 47" W) 1221.97 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 599.18 feet; thence (S 00° 00' 00" W) 441.64 feet; thence (N 90° 00' 00" E) 690.42 feet; thence (N 00° 00' 00" E) 441.64 feet to a point on the North line of said Northeast 1/4; thence (N 90° 00' 00" E) 241.62 feet to the point of beginning, less any part thereof taken or used for road purposes. (hereinafter referred to as "Tract 2")

ALSO DESCRIBED AS:

A tract of land in the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6th P.M., in Leavenworth County, Kansas being more fully described as follows: Beginning at a point that is S 90° 00' 00" W 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of said Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning, less any part thereof taken or used for road purposes.

**PROPERTY B**

**00000 131st St Leavenworth, KS 66048**

Approximately 99.86 acres

All of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, less any part thereof taken or used for road or street purposes,

AND ALSO LESS AND EXCEPT:

A tract of land in the Northeast Quarter of Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at a point that is South 90° 00' 00" West 418.98 feet from the Northeast corner of the Northeast Quarter of said Section 6, said point of beginning also being on the North line of the Northeast Quarter; thence South 05° 52' 20" West 579.76 feet; thence South 39° 08' 57" West 100.80 feet; thence South 00° 30' 34" West 195.55 feet; thence South 74° 41' 26" West 1402.72 feet; thence North 02° 30' 47" West 1221.97 feet to a point on the North line of said Northeast Quarter; thence North 90° 00' 00" East 1531.22 feet to the point of beginning,

AND ALSO LESS AND EXCEPT:

A tract of land in the Southeast Quarter of the Northeast Quarter of Fractional Section 6, Township 10 South, Range 23 East of the 6<sup>th</sup> P.M., Leavenworth County, Kansas, more fully described as follows: Beginning at the East Quarter corner of said Section 6; thence South 88° 27' 20" West 485.00 feet along the South line of the Northeast Quarter of said Section 6; thence North 01° 53' 43" West 450.00 feet; thence North 88° 27' 20" East 485.00 feet to the East line of the Northeast Quarter of said Section 6; thence South 01° 53' 43" East 450.00 feet along said East line to the point of beginning, according to the Tract Split Survey dated June 29, 2010 by Hahn Surveying, as recorded on July 16, 2010 as Document No. 2010S023.

AND ALSO LESS AND EXCEPT:

Lots 1, 2, 3, 4 and 5, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

**PROPERTY C**

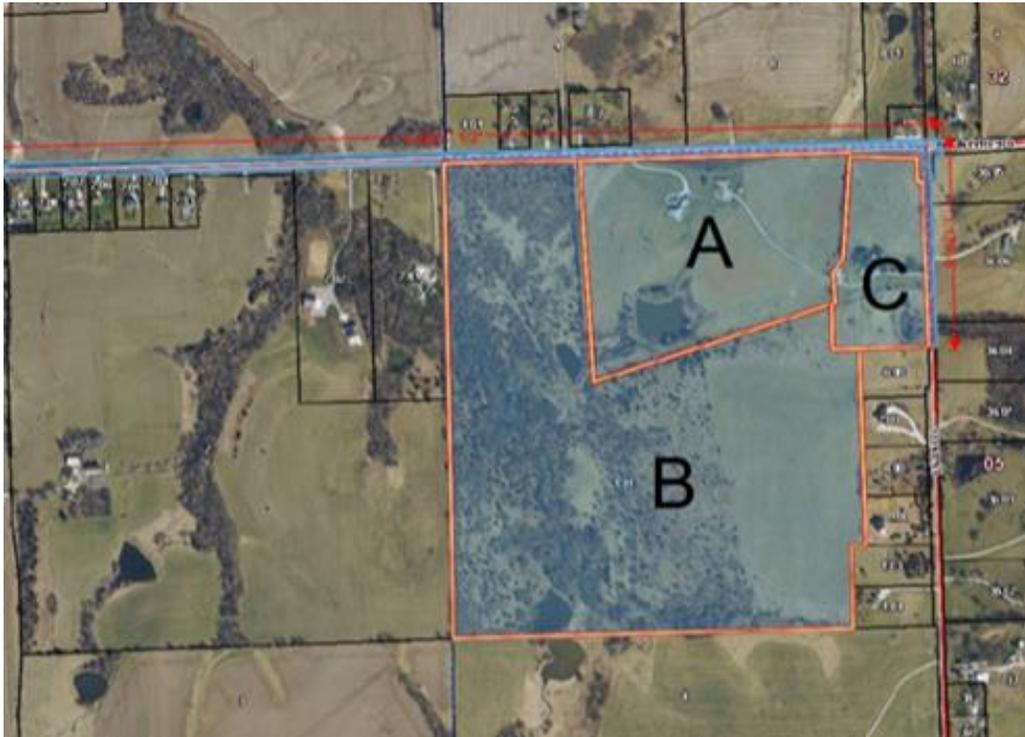
**24303 131st St Leavenworth, KS 66048**

Approximately 11.16 acres

Lot 1, MILLS WOODS, a subdivision in Leavenworth County, Kansas.

Together with public rights-of-way adjacent thereto.

**Map of District:**



DRAFT

**EXHIBIT B**

**FORM OF CERTIFICATE OF ELIGIBLE PROJECT COSTS**

**CERTIFICATE OF ELIGIBLE PROJECT COSTS**

TO: City of Lansing, Kansas  
Attention: City Administrator

Re: Riverbend Heights RHID

*Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement dated as of [ \_\_\_\_\_ ] (the "Agreement") between the City and the Developer.*

In connection with the Agreement, the undersigned hereby states and certifies that:

1. Attached hereto as *Schedule 1* is (a) a summary sheet detailing costs requested to be reimbursed; and (b) itemized invoices, receipts or other information confirming that such costs have been paid by [Ad Astra Lansing Development, LLC] ("Developer") and qualifies as an Eligible Project Cost, all as required by **Section 4.04** of the Agreement.
2. Each item listed on *Schedule 1* hereto is an Eligible Project Cost and was incurred after [ \_\_\_\_\_ ] in connection with the construction of the Project.
3. These Eligible Project Costs have been paid by Developer and are reimbursable under the Agreement.
4. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the RHID Increment Fund, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. Developer is not in default or breach of any term or condition of the Agreement or any other agreement between the Developer and the City, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.
9. All of Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AD ASTRA LANSING DEVELOPMENT,  
LLC**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

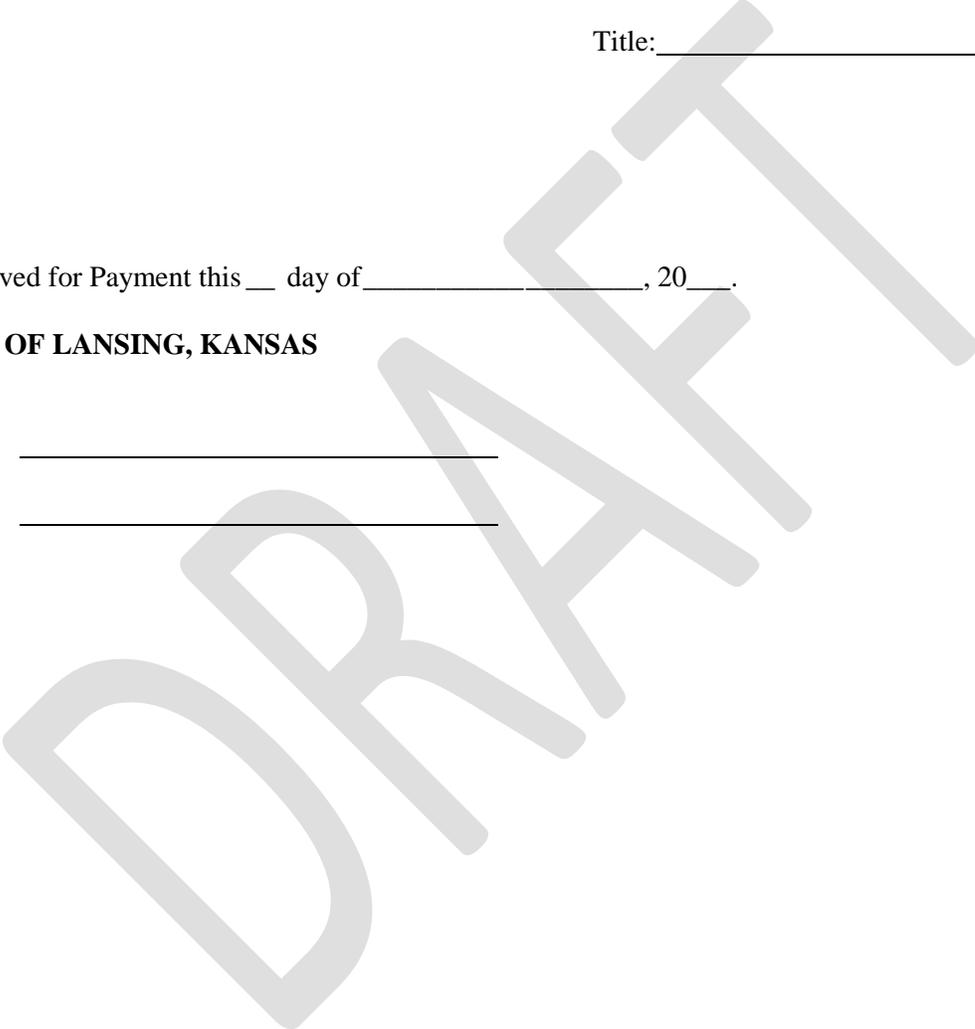
Title: \_\_\_\_\_

Approved for Payment this \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CITY OF LANSING, KANSAS**

By: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT C**

**FORM OF CERTIFICATE OF FULL COMPLETION**

*Pursuant to **Section 3.06** of the Agreement, the City will, within 30 days following delivery of this Certificate, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in this Certificate.*

**CERTIFICATE OF FULL COMPLETION**

The undersigned, Ad Astra Lansing Development, LLC (the “Developer”), pursuant to that certain Development Agreement dated as of [\_\_\_\_], between the City of Lansing, Kansas (the “City”) and the Developer (the “Agreement”), hereby certifies to the City as follows:

*Terms not otherwise defined herein will have the meaning ascribed to such terms in the Development Agreement.*

1. That as of \_\_\_\_\_, 20\_\_\_\_, the construction, renovation, repairing, equipping and constructing of Phase [\_\_\_] of the Project (as such term is defined in the Agreement) has been completed in accordance with the Agreement, such Phase consisting of [\_\_\_] single-family lots and Infrastructure Improvements consisting of [\_\_\_\_\_].

2. Phase [\_\_\_] of the Project has been completed in a workmanlike manner and in accordance with the Construction Plans.

3. Lien waivers for Phase [\_\_\_] of the Project have been obtained, or, to the extent that a good faith dispute exists with respect to the payment of any construction cost with respect to Phase [\_\_\_] of the Project, Developer has provided the City with a bond or other security reasonably acceptable to the City.

4. This Certificate of Full Completion is being issued by Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to Phase [\_\_\_] of the Project.

5. The City’s execution of this Certificate will evidence the satisfaction of the Developer’s agreements and covenants to construct the Project.

This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**AD ASTRA LANSING DEVELOPMENT,  
LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED:**

**CITY OF LANSING, KANSAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Insert Notary Form(s) and Legal Description)

**EXHIBIT D**  
**PROJECT BUDGET**  
**RHID ELIGIBLE EXPENSES**

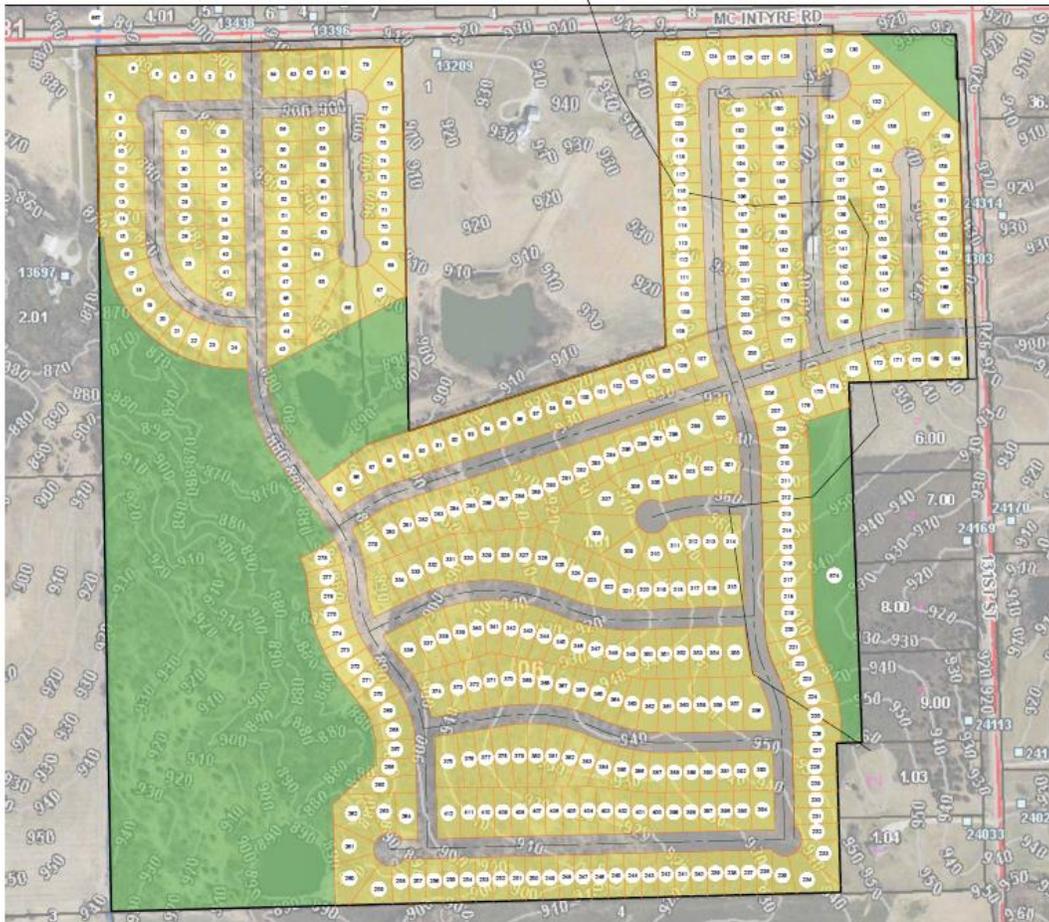
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**EXHIBIT E**

**PROJECT PRELIMINARY SITE PLAN**

LOT COUNTS	
LOT DIMENSIONS	# OF LOTS
50' X 120'	412

TYPE OF AREA	AREAS	
	AREA (ACRES)	PERCENTAGE OF TOTAL AREA
LOTS	72.0200	58.20%
GREEN SPACE	31.8900	25.77%
ROW	19.83	16.03%
TOTAL:	123.74	100.00%



**EXHIBIT E**

**MCINTYRE SEWER PROJECT**

DRAFT

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# AGENDA ITEM

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TO: Tim Vandall, City Administrator  
FROM: Joshua Gentzler  
DATE: April 17, 2025  
SUBJECT: Reinvestment Housing Incentive District Charter Ordinance

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*Overview:* This Charter Ordinance is needed to ensure the City can utilize home rule powers to address local housing needs more flexibly. By exempting the City from the provisions of K.S.A. 12-5250, the ordinance allows Lansing to establish a Reinvestment Housing Incentive District (RHID) with terms better suited to the City’s specific housing goals. This approach empowers the City to modify the capture of the increase in property taxes from new residential developments and direct those funds toward the public improvements necessary to support affordable and quality housing.

In adopting this ordinance, the City positions itself to sustainably manage growth, incentivize residential development, and remove key barriers that deter economic progress. This ordinance allows the City to negotiate the amount of property tax that is captured within the RHID. In an upcoming proposal, this ordinance would allow the City to allocate 20% of the new taxes generated to all taxing entities (City, School Board, and County), instead of capturing all 100% of the taxes.

The reinvested property tax increment will be used to finance critical infrastructure—such as water, sewer, and street projects— on a reimbursement basis, ultimately expanding housing options, boosting the local economy, and improving the overall quality of life for residents.

*Policy Consideration:* None

*Financial Consideration:* This program is designed to reduce housing costs for new developments by allowing property taxes generated within the district to be used toward eligible development costs. By redirecting these property tax revenues to cover infrastructure and other approved expenses, the RHID program helps alleviate financial barriers for developers, supporting the creation of affordable housing options in Lansing.

*Action:* A motion to approve and adopt Charter Ordinance 1-2025.

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# AGENDA ITEM # 4

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(Published in *The Leavenworth Times* on April 24, 2025, and May 1, 2025)

**CHARTER ORDINANCE NO. 1-2025**

**A CHARTER ORDINANCE EXEMPTING THE CITY OF LANSING, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-5250 AND PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS ON THE SAME SUBJECT RELATING TO REINVESTMENT HOUSING INCENTIVE DISTRICTS.**

**WHEREAS**, Article 12, Section 5 of the Constitution of the State of Kansas (the “Act”), provides that cities may exercise certain home rule powers, including passing charter ordinances which exempt such cities from non-uniform enactments of the Kansas Legislature; and

**WHEREAS**, the City of Lansing, Kansas (the “City”) is a city, as defined in the Act, duly created and organized, under the laws of the State of Kansas; and

**WHEREAS**, K.S.A. 12-5250 is part of an enactment of the Kansas Legislature (K.S.A. 12-5241 *et seq.*) relating to reinvestment housing incentive districts, which enactment is applicable to the City, but is not uniformly applicable to all cities within the State of Kansas; and

**WHEREAS**, the governing body of the City (the “Governing Body”) desires, by charter ordinance, to exempt the City from the provisions of K.S.A. 12-5250, and to provide substitute and additional provisions therefor.

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

**Section 1. Exemption.** The City, by virtue of the powers vested in it by the Act, hereby elects to exempt itself from and make inapplicable to it the provisions of K.S.A. 12-5250 and shall be governed by the following substitute and additional provisions contained in **Section 2**.

**Section 2. Same; Taxation within District; Collection and Distribution.**

(a) All taxable tangible property located within a district established in accordance with this act shall be assessed and taxed for ad valorem tax purposes pursuant to law in the same manner that such property would be assessed and taxed if located outside such district, and all ad valorem taxes levied on such property shall be paid to and collected by the county treasurer in the same manner as other taxes are paid and collected. Except as otherwise provided in this section, the county treasurer shall distribute such taxes as may be collected in the same manner as if such property were located outside the district. Each district established under the provisions of this act shall constitute a separate taxing unit for the purpose of the computation and levy of taxes.

(b) Beginning with the first payment of taxes that are levied following the date of the approval of any district in accordance with this act, and amendments thereto, real property taxes received by the county treasurer resulting from taxes which are levied subject to the provisions of this act by and for the benefit of a taxing subdivision on property located within such district constituting a separate taxing unit under the provisions of this section, shall be divided as follows:

(1) From the taxes levied each year subject to the provisions of this act by or for each taxing subdivisions upon property located within a district constituting a separate taxing unit under

the provisions of this act, the county treasurer first shall allocate and pay to each such taxing subdivision all of the real property taxes collected which are produced from that portion of the current assessed valuation of such real property located within such separate taxing unit which is equal to the total assessed value of such real property on the date of the establishment of the district.

(2) All or a portion of the real property taxes produced from that portion of the current assessed valuation of real property within a district and constituting a separate taxing unit under the provisions of this section in excess of an amount equal to the total assessed value of such real property on the effective date of the establishment of the district shall be allocated and paid by the county treasurer to the treasurer as follows:

(A) In districts established by a city, the amount shall be paid to the treasurer of the city and deposited in a special fund of the city to pay the cost of housing projects in the district including the payment of principal of and interest on any special obligation bonds issued by such city to finance, in whole or in part, such housing project.

(B) In districts established by a county, the amount shall be deposited by the county treasurer in a special fund of the county to pay the cost of housing projects in the district including the payment of principal of, and interest on, any special obligation bonds issued by such county to finance, in whole or in part, such housing project. If such special obligation bonds and interest thereon have been paid before the completion of a project, the city or county may continue to use such moneys for any purpose authorized by this act until such time as the project is completed, but for not to exceed 25 years from the date of the establishment of the district. When such special obligation bonds and interest thereon have been paid and the project is completed, all moneys thereafter received from real property taxes within such district shall be allocated and paid to the respective taxing subdivisions in the same manner as are other ad valorem taxes.

(c) Notwithstanding any other provision of law, it is hereby stated that is an object of all ad valorem taxes levied by or for the benefit of any taxing subdivision on taxable tangible real property located within any district created pursuant to this act, that all or a portion of such taxes may be applied and allocated to and when collected paid into a special fund of a city or county pursuant to the procedures and limitations of this act to pay the cost of a project including principal of and interest on special obligation bonds issued by such city or county to finance, in whole or in part, such project.

(d) A city may adopt a plan under the act in which only a specified percentage or amount of the real property taxes produced from that portion of the current assessed valuation of real property within a district and constituting a separate taxing unit under the provisions of the act in excess of the amount equal to the total assessed value of such real property on the effective date of the establishment of the district shall be paid to the treasurer of the city and deposited in the special fund of the city to pay the cost of housing projects in the district including the payment of principal of and interest on any special obligation bonds issued by such city to finance, in whole or in part, such housing project. The county treasurer shall allocate the specified percentage or amount of such taxes to the treasurer of the city for deposit in the special fund of the city referenced above. Any portion of such tax increment not allocated to the city for the project shall be allocated and paid in the same manner as other ad valorem taxes.

**Section 3. Severability.** If any provision or section of this Charter Ordinance is deemed or ruled unconstitutional or otherwise illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall not affect any other provision of this Charter Ordinance. In such instance, this Charter Ordinance shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 4. Effective Date.** This Charter Ordinance shall be published once a week for two consecutive weeks in the official City newspaper, and shall take effect sixty (60) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

[Balance of page intentionally left blank]

**PASSED** with at least a two-thirds (2/3) vote of the entire governing body of the City of Lansing, Kansas, on April 17, 2025, and **SIGNED** by the Mayor.

(SEAL)

\_\_\_\_\_  
Anthony R. McNeil, Mayor

ATTEST:

\_\_\_\_\_  
Tish Sims, City Clerk

**CERTIFICATE OF NO PROTEST**

STATE OF KANSAS )  
 ) ss:  
COUNTY OF LEAVENWORTH )

The undersigned, Clerk of the City of Lansing, Kansas (the “City”), does hereby certify that the governing body of the City duly passed Charter Ordinance No. 1-2025 on April 17, 2025, that the Charter Ordinance was published once a week for two consecutive weeks (April 24, 2025, and May 1, 2025) in *The Leavenworth Times*, the official City newspaper; that more than sixty (60) days have elapsed from the date of the last publication; and that there has been no sufficient written protest filed in my office against the Charter Ordinance, as provided in Article 12, Section 5 of the Kansas Constitution.

WITNESS my hand and official seal on \_\_\_\_\_, 2025.

(Seal)

\_\_\_\_\_

Tish Sims, City Clerk

# AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works *NEWS 4/11/25*

DATE: April 17, 2025

SUBJECT: 2025 Pavement Preservation Program (Mill & Overlay) Bids

The bids for the 2025 Mill & Overlay are listed below:

Contractor:	Base Bid	Alt. #1 (147th Street)	Alt. #2 (Centre Drive)	Alt. #3 (Kay & Jay)	Alt#4 Mary Street	Alt #5 - 155th St	Base+Alt5+Alt 1
Little Joe's	\$ 588,761.40	\$ 143,832.40	\$ 179,647.50	\$ 58,889.00	\$ 385,857.90	\$ 134,348.30	\$ 866,942.10
Linaweaver	\$ 596,613.50	\$ 144,589.28	\$ 188,873.90	\$ 67,838.00	\$ 492,584.40	\$ 145,191.76	\$ 886,394.54
Freeman Concrete	\$ 694,862.80	\$ 172,258.92	\$ 214,697.60	\$ 77,905.60	\$ 344,726.72	\$ 176,668.64	\$ 1,043,790.36
McAnany	\$ 654,566.20	\$ 162,758.80	\$ 212,799.20	\$ 83,431.00	\$ 375,242.80	\$ 158,202.00	\$ 975,527.00
Sunflower Paving	\$ 581,861.78	\$ 167,349.14	\$ 219,506.54	\$ 59,664.70	\$ 341,233.94	\$ 161,110.90	\$ 910,321.82
JM Fahey	\$ 551,976.10	\$ 139,456.00	\$ 168,636.75	\$ 58,882.50	\$ 361,303.00	\$ 130,972.00	\$ 822,404.10
Engineer's Estimate	\$ 616,677.00	\$ 157,734.00	\$ 194,332.00	\$ 61,640.00	\$ 435,734.00	\$ 145,505.00	\$ 919,916.00

Policy Considerations: The bids were solicited in accordance with the City of Lansing Purchasing Policy, opened, and read aloud at 10:30am on Thursday, April 10, 2025.

Financial Considerations: The City of Lansing Capital Improvement Fund 70 has the following line items: 70-010-43320 Street Contract \$800,000  
There are also reserve funds that could be used to augment the alternate sections.

PW Recommends accepting the Bids from JM Fahey with the following combination  
Base Bid: \$551,976.10 - Alt #1 (147<sup>th</sup>): \$139,456.00 - Alt#5 (155<sup>th</sup>): \$130,972  
TOTLA: \$822,404.10

Action:  
Accept the bids and unit prices as presented and award the 2025 Mill & Overlay project to J.M. Fahey Construction. This project will consist of the Base Bid + Alternate #1 + Alternate #5 for \$822,04.10 plus a 5% construction contingency.

# AGENDA ITEM # 5

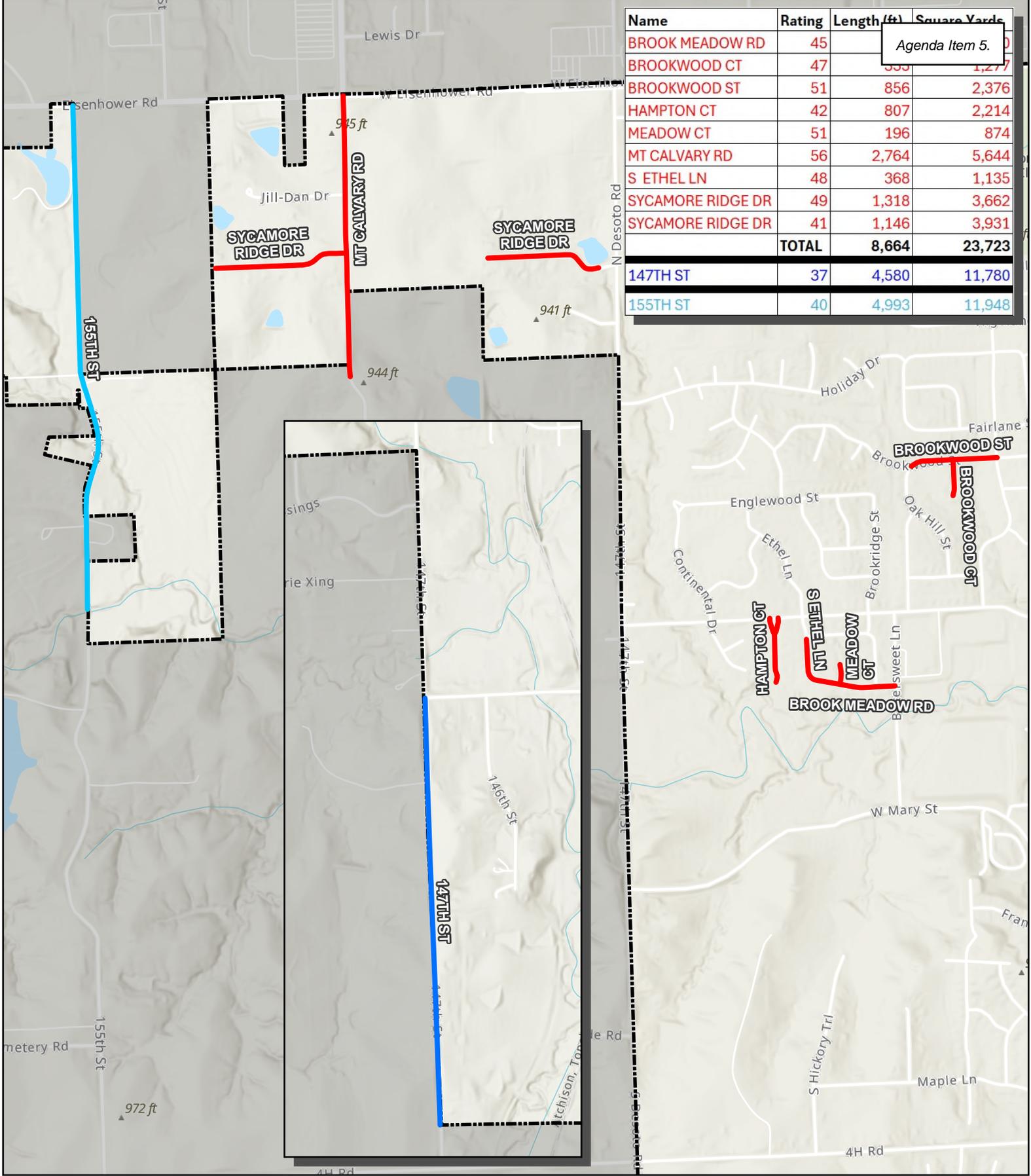


BID TABULATION  
 Project Lansing 2025 Pavement Preservation Plan (Mill & Overlay)

Budget  
 70-010-43320 Street Contract \$ 800,000

Date: 4/10/2025 Time: 10:30am

Contractor:	Base Bid	Alt. #1 - 147th St.	Alt. #2 (Centre Dr)	Alt. #3 (Kay & J)	Alt#4 Mary Street	Alt #5 - 155th St	Base+Alt5+Alt 1
1 Little Joe's	\$ 588,761.40	\$ 143,832.40	\$ 179,647.50	\$ 58,889.00	\$ 385,857.90	\$ 134,348.30	\$ 866,942.10
2 Linaweaver	\$ 596,613.50	\$ 144,589.28	\$ 188,873.90	\$ 67,838.00	\$ 492,584.40	\$ 145,191.76	\$ 886,394.54
3 Freeman Concrete	\$ 694,862.80	\$ 172,258.92	\$ 214,697.60	\$ 77,905.60	\$ 344,726.72	\$ 176,668.64	\$ 1,043,790.36
4 McAnany	\$ 654,566.20	\$ 162,758.80	\$ 212,799.20	\$ 83,431.00	\$ 375,242.80	\$ 158,202.00	\$ 975,527.00
5 Sunflower Paving	\$ 581,861.78	\$ 167,349.14	\$ 219,506.54	\$ 59,664.70	\$ 341,233.94	\$ 161,110.90	\$ 910,321.82
6 JM Fahey	\$ 551,976.10	\$ 139,456.00	\$ 168,636.75	\$ 58,882.50	\$ 361,303.00	\$ 130,972.00	\$ 822,404.10
Engineer's Estimate	\$ 616,677.00	\$ 157,734.00	\$ 194,332.00	\$ 61,640.00	\$ 435,734.00	\$ 145,505.00	\$ 919,916.00



Name	Rating	Length (ft)	Square Yards
BROOK MEADOW RD	45		Agenda Item 5.
BROOKWOOD CT	47	333	1,277
BROOKWOOD ST	51	856	2,376
HAMPTON CT	42	807	2,214
MEADOW CT	51	196	874
MT CALVARY RD	56	2,764	5,644
S ETHEL LN	48	368	1,135
SYCAMORE RIDGE DR	49	1,318	3,662
SYCAMORE RIDGE DR	41	1,146	3,931
<b>TOTAL</b>		<b>8,664</b>	<b>23,723</b>
147TH ST	37	4,580	11,780
155TH ST	40	4,993	11,948

**Legend**

- Proposed Base Bid - 8,664 LF
- Proposed Alternate 1 - 4,580 LF
- Proposed Alternate 5 - 4,993 LF

**M&O Selection 2025**



**CITY OF LANSING**  
**KANSAS**  
 www.lansingks.org

# AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works *MOWS 4/11/2025*

DATE: April 17, 2025

SUBJECT: Seasonal ROW Mowing Bids

Policy Consideration: Bid were solicited for Seasonal Right of Way mowing. Bids were read aloud at 1:30pm on 4/9/2025. The **PER MOW** bids are listed below.

Vendor	Base	Year 2	Year 3	Notes
Asplundh Tree Service	\$ 1,633.50	5%	5%	Olathe KS
Personal Touch Lawn Svc	\$ 425.00	2.70%	2.70%	Kansas City KS
Brown & Son	\$ 725.00	10%	10%	Leavenworth KS
Tony Phillips Lawncare	\$ 800.00	8%	8%	Leavenworth KS
JD Lawncare	\$ 750.00	\$ 750.00	\$ 750.00	Lansing KS
Village Lawncare	\$ 690.00	\$ 706.56	\$ 722.81	Grantville KS
Joey's Lawn Pro	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	Leavenworth KS

Other: The mowing area is defined as 12.5 acres primarily along Main Street as was outlined in Exhibit A of the bid packet. The contract is written in that the follow-on years are considered options at the discretion of the city and the contractor.

Note: The low bidder and PW met to confirm the scope via a site visit on 4/10/2025. The low bidder has provided assurance they will be able to comply with the terms of the contract.

Action:

1. Award the 2025 Seasonal ROW mowing contract to Personal Touch Lawn Services in the amount of \$425 per mow along with the subsequent following year pricing.

# AGENDA ITEM #

# City of Lansing KS Fire Department

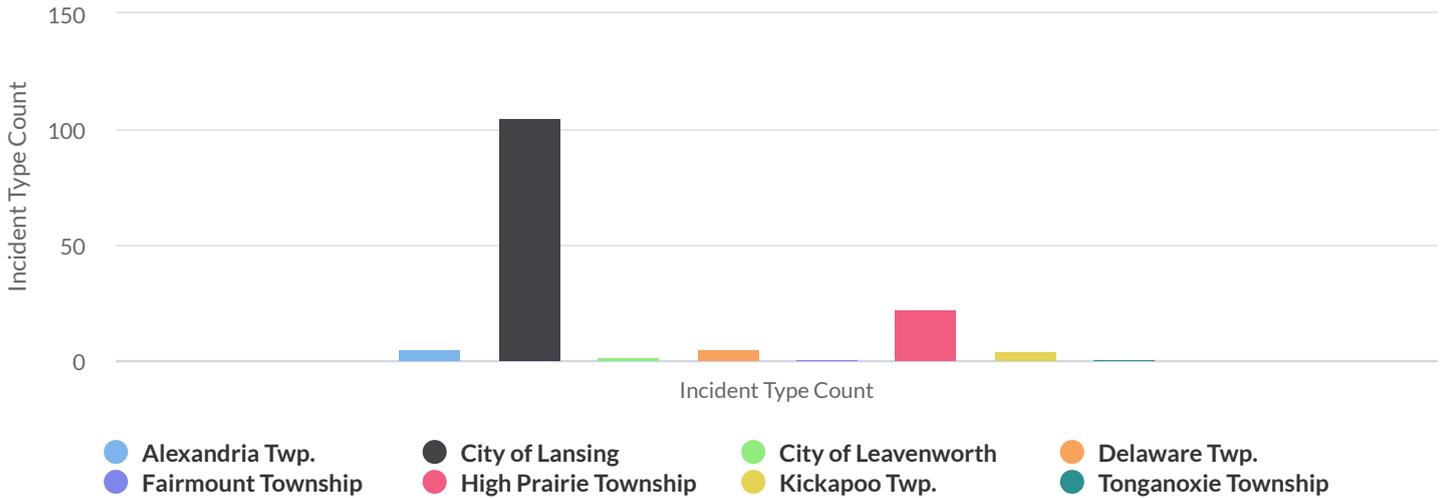
Lansing, KS



## Incident Type Count per District/Station (1404)

Start Date: 3/1/2025 0:00:00 | End Date: 3/31/2025 23:59:59

### Count by District



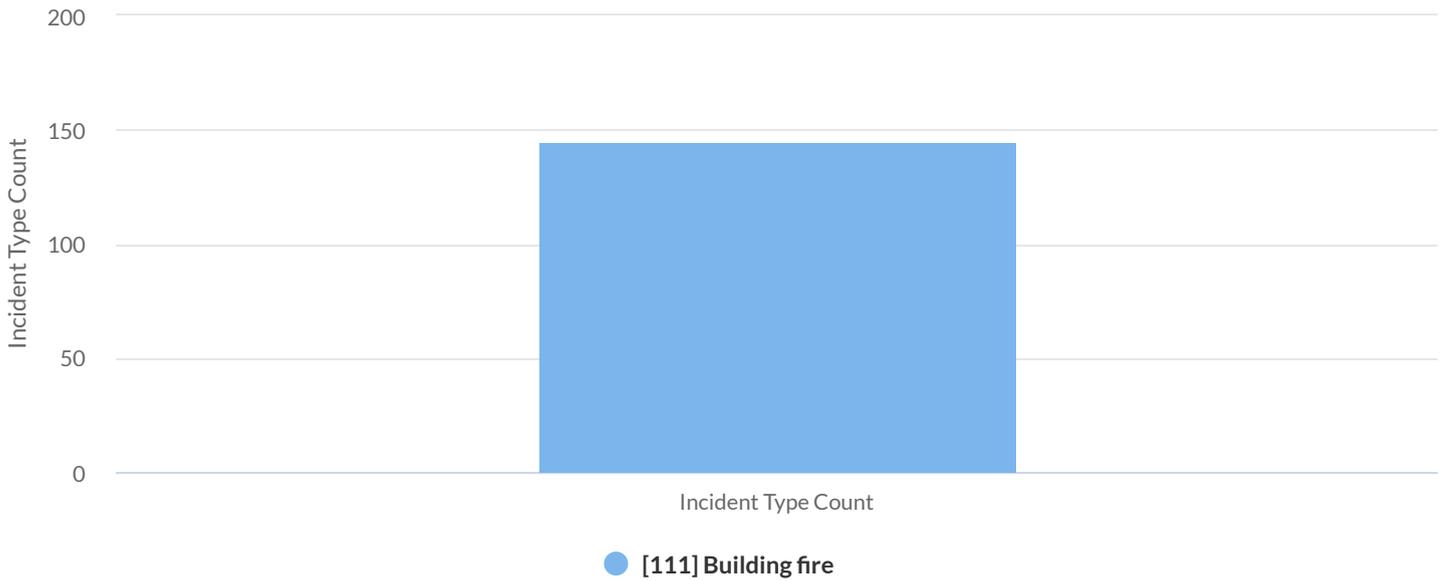
### Incident Type Count per District

District Name	Incident Type Count
□ Alexandria Twp.	
[142] Brush or brush-and-grass mixture fire	1
[143] Grass fire	2
[611] Dispatched & canceled en route	2
<b>Total (Alexandria Twp.)</b>	<b>5</b>
□ City of Lansing	
[111] Building fire	1
[113] Cooking fire, confined to container	1
[143] Grass fire	1
[311] Medical assist, assist EMS crew	49
[320] Emergency medical service incident, other	22
[322] Motor vehicle accident with injuries	2
[324] Motor vehicle accident with no injuries.	3
[412] Gas leak (natural gas or LPG)	3
[444] Power line down	3
[445] Arcing, shorted electrical equipment	1
[510] Person in distress, other	1

Incident Type Count per District/Station

District Name		
[531] Smoke or odor removal		1
[550] Public service assistance, other		1
[553] Public service		1
[571] Cover assignment, standby, moveup		1
[611] Dispatched & canceled en route		8
[651] Smoke scare, odor of smoke		1
[700] False alarm or false call, other		2
[740] Unintentional transmission of alarm, other		2
[743] Smoke detector activation, no fire - unintentional		1
<b>Total (City of Lansing)</b>		<b>105</b>
☐ City of Leavenworth		
[322] Motor vehicle accident with injuries		1
[611] Dispatched & canceled en route		1
<b>Total (City of Leavenworth)</b>		<b>2</b>
☐ Delaware Twp.		
[311] Medical assist, assist EMS crew		2
[320] Emergency medical service incident, other		2
[322] Motor vehicle accident with injuries		1
<b>Total (Delaware Twp.)</b>		<b>5</b>
☐ Fairmount Township		
[611] Dispatched & canceled en route		1
<b>Total (Fairmount Township)</b>		<b>1</b>
☐ High Prairie Township		
[142] Brush or brush-and-grass mixture fire		4
[143] Grass fire		4
[311] Medical assist, assist EMS crew		3
[320] Emergency medical service incident, other		5
[444] Power line down		1
[631] Authorized controlled burning		5
<b>Total (High Prairie Township)</b>		<b>22</b>
☐ Kickapoo Twp.		
[111] Building fire		1
[611] Dispatched & canceled en route		3
<b>Total (Kickapoo Twp.)</b>		<b>4</b>
☐ Tonganoxie Township		
[611] Dispatched & canceled en route		1
<b>Total (Tonganoxie Township)</b>		<b>1</b>
<b>Grand Total</b>		<b>145</b>

## Count by Station



## Incident Count per Station

Station	Incident Type Count
□	
[111] Building fire	2
[113] Cooking fire, confined to container	1
[142] Brush or brush-and-grass mixture fire	5
[143] Grass fire	7
[311] Medical assist, assist EMS crew	54
[320] Emergency medical service incident, other	29
[322] Motor vehicle accident with injuries	4
[324] Motor vehicle accident with no injuries.	3
[412] Gas leak (natural gas or LPG)	3
[444] Power line down	4
[445] Arcing, shorted electrical equipment	1
[510] Person in distress, other	1
[531] Smoke or odor removal	1
[550] Public service assistance, other	1
[553] Public service	1
[571] Cover assignment, standby, moveup	1
[611] Dispatched & canceled en route	16
[631] Authorized controlled burning	5
[651] Smoke scare, odor of smoke	1
[700] False alarm or false call, other	2

Incident Type Count per District/Station

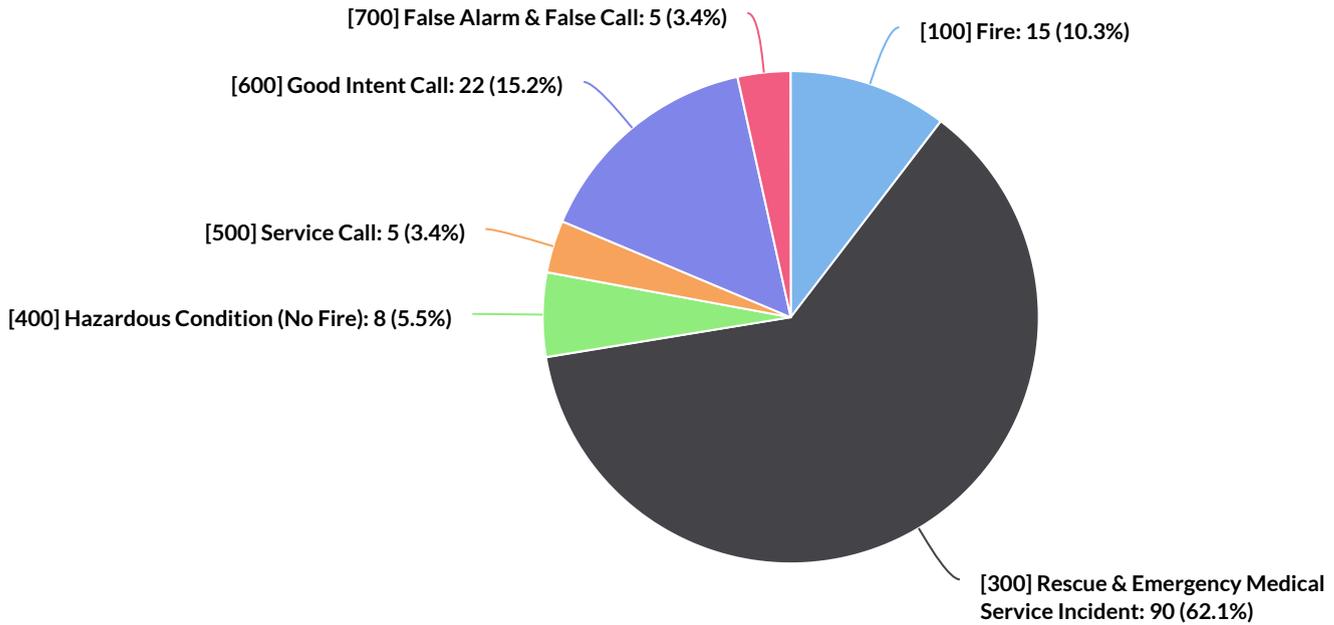
Station	
[740] Unintentional transmission of alarm, other	2
[743] Smoke detector activation, no fire - unintentional	1
<b>Total (null)</b>	<b>145</b>
<b>Grand Total</b>	<b>145</b>



## Breakdown by Major Incident Types (553)

Start Date: 3/1/2025 0:00:00 | End Date: 3/31/2025 23:59:59

### Runs by Incident Series



### Incident Series

Incident Series	# of Incidents	% of Incidents
[100] Fire	15	10.34%
[300] Rescue & Emergency Medical Service Incident	90	62.07%
[400] Hazardous Condition (No Fire)	8	5.52%
[500] Service Call	5	3.45%
[600] Good Intent Call	22	15.17%
[700] False Alarm & False Call	5	3.45%
<b>Grand Total</b>	<b>145</b>	<b>100.00%</b>

Incident Type	# of Incidents	% of Total
[111] Building fire	2	1.38%
[113] Cooking fire, confined to container	1	0.69%
[142] Brush or brush-and-grass mixture fire	5	3.45%
[143] Grass fire	7	4.83%

Breakdown by Major Incident Types for Date Range.

Incident Type	# of Incidents	% of Total
[311] Medical assist, assist EMS crew	54	37.24%
[320] Emergency medical service incident, other	29	20.00%
[322] Motor vehicle accident with injuries	4	2.76%
[324] Motor vehicle accident with no injuries.	3	2.07%
[412] Gas leak (natural gas or LPG)	3	2.07%
[444] Power line down	4	2.76%
[445] Arcing, shorted electrical equipment	1	0.69%
[510] Person in distress, other	1	0.69%
[531] Smoke or odor removal	1	0.69%
[550] Public service assistance, other	1	0.69%
[553] Public service	1	0.69%
[571] Cover assignment, standby, moveup	1	0.69%
[611] Dispatched & canceled en route	16	11.03%
[631] Authorized controlled burning	5	3.45%
[651] Smoke scare, odor of smoke	1	0.69%
[700] False alarm or false call, other	2	1.38%
[740] Unintentional transmission of alarm, other	2	1.38%
[743] Smoke detector activation, no fire - unintentional	1	0.69%
<b>Grand Total</b>	<b>145</b>	<b>100.00%</b>

Agenda Item 7.

Breakdown by Major Incident Types for Date Range.

# CITY OF LANSING LIBRARY

## MARCH 2025 RECAP



Lynn, Jackie, Cameron, & Kristen

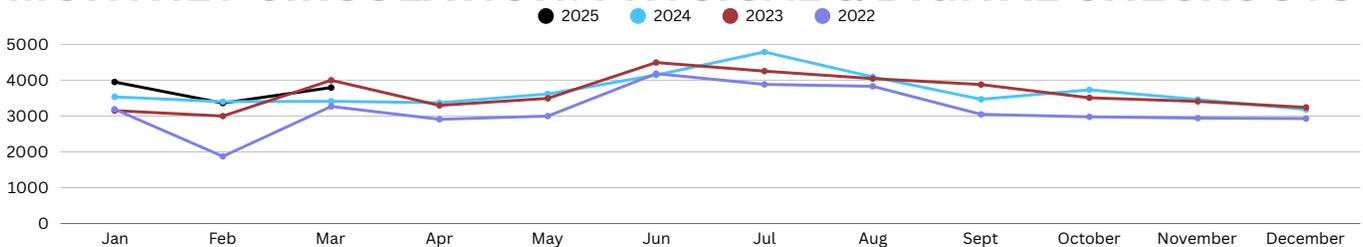
### A MESSAGE FROM THE DIRECTOR



We've got new faces at the front desk—say a big hello to Lynn Immesoete and Kristen Lindsey! 🙌 They're here to help with all your library needs (and maybe recommend a great book or two 📖). Joining the fun is Jackie Nelson, who's ready to rock storytime with songs, dances, and giggles galore 🎵🎶📖.

At the same time, we're waving a fond (and slightly teary) goodbye to Miss Cameron as she heads off to start her X-Ray clinicals 📄💙. Come in and give a high-five, a hug, or just your best library wave! 🙌👋

### MONTHLY CIRCULATION: PHYSICAL & DIGITAL CHECKOUTS



### A SNAPSHOT OF LIBRARY USAGE FOR FEBRUARY 2025

**2154**  
PATRON VISITS

**262**  
PATRONS PARTICIPATED IN  
**20** PROGRAMS

**2772**  
PHYSICAL CHECKOUTS

**1022**  
DIGITAL CHECKOUTS

IN 2025...

**5,360 PEOPLE** have visited the library

**11,104 ITEMS** borrowed, digital and physical

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

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

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Comments
2023	Ram	1500	SSV Pickup	3,887	5,961	2,074	Oil Changed @ 3025 miles
						0	
						0	
						0	
						0	
Total						2,074	

Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2018	Advance	SC1500	AutoScrubber Floor Machine	76.27	78.48	2.21	Community Center Cleaning
2018	Kubota	ZG227-A	Mower	408	411.2	3.2	At McConnells annual service
2021	Kaivac	1750	Cleaning Machine	13.4	13.4	0	
						0	
						0	
						0	
Total						5.41	

**Lansing Community and Economic Development Department**

**Monthly Fleet Report**

**Month** March      **Year** 2025

**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>
2015	Dodge	Journey	A6545	SUV	87,841	88,225	384	
2019	Ford	Ecosport	A4358	SUV	15,151	15,421	270	
2022	Dodge	Ram	D100764	1500 Pick up Truck	10,665	10,860	195	

Lansing Fire Department

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Hours Start	Hours End	Hours Used	Comments
2018- 562	Pierce	PUC	1000 Gallon Pumper	21,628	22,491	863	2017	2099	82	
2007-563	E-One	Typhoon	1000 Gallon Pumper	43,040	43,125	85	3905	3910	5	
2017-568	Chevy	3500	Utility Truck	77,649	77,823	174	3395	3404	9	
2011-565	Dodge	5500	Brush Truck	51,688	52,074	386	3644	3674	30	
2024-569	Ford	Expedition	Command Vehicle-Chief	153	759	606	0	15	15	
Total						2,114			141	

Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2005	Bauer		SCBA Compressor	465	466	1	Breathing Air Compressor
						0	
						0	
						0	
						0	
						0	
Total						1	

### Parks and Recreation Fleet Report March 2025

***Vehicles:***

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
2006	Dodge	Caravan	Minivan	57,331	57,389	58	AC/Parks use	
2014	Ford	F-350	Dump Truck	27,600	27,689	89.3	Parks maintenance	
2016	Jeep	Patriot	SUV	68,350	68,411	61	Activity Center use	
2017	Chevrolet	Silverado	Truck	32,269	32,905	636	Parks maintenance	
2018	Ford	F-350	4-DR Crew	50,240	50,963	723	Parks maintenance	
<b>Total</b>						<b>1567.30</b>		

***Equipment:***

Year	Make	Model	Description	Hours Start	Hours End	Hours used	Current Use	Comments
1992	Massey Ferguson	1020	Tractor	1993.8	1993.8	0	Parks maintenance	
2005	Kubota	F3060	Mower	461.1	461.2	0.1	Parks maintenance	
2007	Turbo Tool Cat	5600	Utility Vehicle	1385.9	1392	6.1	Parks maintenance	
2012	Wright	ZK	Stander Mower	1260.9	1264.4	3.5	Parks maintenance	
2016	ABI	Force	Infield Groomer	420	421.8	1.8	Parks maintenance	
2017	Kubota	ZD1211	Mower	1187.4	1187.4	0	Parks maintenance	
2018	Polaris	Ranger	Utility Vehicle	588.4	593	4.6	Parks maintenance	
2019	Exmark	LZ 72	Mower	939.1	941.2	2.1	Parks maintenance	
2019	Emark	LZ 96	Mower	376.6	377.1	0.5	Parks maintenance	
2020	Kubota	ZD1211	Mower	707.7	709.4	1.7	Parks maintenance	
2022	Wright	ZK	Stander Mower	84.6	85.4	0.8	Parks maintenance	
2024	Cushman	Hauler Pro Elite	Golf Cart	8.2	8.2	0.00	Parks maintenance	
<b>Total</b>						<b>21.2</b>		

Lansing Police Department  
 Vehicle Fleet End of Month Report

Apr-2025

Unit	VIN Last 4	Year	Make/Model	Mileage as of 3/1	Mileage as of 4/1	Miles Driven	Assigned/ Current Use	Future Use	Comments
1	9291	2023	Dodge Durango	13725	14510	785	Chief	Chief	Limited use Chief
2	4459	2021	Dodge Durango	16856	17246	390	Captain	Captain	Limited use Captain
3	0	0	Dodge Durango	0	0	0	Lieutenant	Lieutenant	Limited use Lieutenant / <b>Not in use</b>
4	Reserved								
5	Reserved								
6	9963	2023	Dodge Durango	23497	25014	1517	Patrol	Sergeant	
7	Reserved								
8	Reserved								
9	Reserved								
10	4004	2018	Ford Explorer	45911	46281	370	Patrol	Patrol	Patrol
11	4219	2024	Dodge Durango	8998	11923	2925	New	Patrol	
12	5335	2019	Dodge Durango	69959	70836	877	Patrol	Patrol	
13	????	2024	Dodge Durango	0	0	0	Patrol	Patrol	being upfitted
14	2907	2024	Dodge Durango	0	0	0	Patrol	Patrol	being upfitted
15	4580	2021	Dodge Durango	63391	65786	2395	Patrol	Patrol	
16	4003	2018	Ford Explorer	52679	53649	970	Patrol	Patrol	
17	5063	2022	Dodge Ram	26201	28573	2372	Patrol	Patrol	
18	4458	2021	Dodge Durango	59080	60936	1856	Patrol	Patrol	
19	9829	2024	Dodge Durango	3233	3841	608	Patrol	Patrol	
	2908			<b>Mileage Total:</b>		14457			

**Lansing Public Works Department  
Monthly Fleet Report**

Month March Year 2025

**Vehicles**

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2022	Dodge	Ram 2500	B3859	Pick-up	5,480	5,622	142	
1998	Ford	1/2 ton	48091	Pick-up	75,362	75,362	0	
2005	Sterling	LT 8500	64614	Dump Truck	65,306	65,773	467	
2007	Elgin	Crosswind J+	70295	Street Sweeper	7,703	7,895	192	
2017	Chevrolet	3500	88437	Pick-up Truck	42,664	42,995	331	
2011	International	7400	75269	Dump Truck	26,384	26,544	160	
2016	Ford	F350 4x4	88468	One-ton Dump Truck	23,876	24,114	238	
2013	Ford	Explorer	80551	SUV	87,992	88,791	799	
2020	Chevrolet	3500	A8914	One-ton Dump Truck	12,335	12,475	140	
2005	Mack	Granite	B0282	Dump Truck	66,162	66,522	360	
2005	Ford	Ranger	57932	LT- Pick-up Ext	53,835	54,189	354	

**Equipment**

Year	Make	Model	Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH	Grader	5,198	5,198	0	
2004	IR	DD-24	Asphalt Roller	342	342	0	
2006	IR	185	Air Compressor	248	248	0	
1997	Bobcat	763	Skid Steer	2,390	2,391	1	
2014	Case	580 SNWT	Backhoe	2,355	2,393	38	
2002	Crafco	110	Crack Sealer	909	909	0	
2009	Case	465	Skid Steer	932	932	0	
2018	John Deere	5065E	Tractor	306	306	0	
2018	Vermeer	BC1000	Chipper	22	22	0	
2022	Case	SV280B	Skidsteer	192	201	9	
2023	Bobcat	CT5558	Tractor	53	53	0	

March  
 City Influent      29.09 MG      City Avg Daily      .849 MGD  
 LCF Influent      4.64 MG      LCF Daily Avg      .150 MG  
 Total Biosolids      .849 MG      Precip

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1999	Sterling	Vactor	Jet Truck	9032	9046	14	Collection System	
2012	Chevrolet	Tahoe	SUV	118926	119535	609	Ops/Maint.	
2019	Ford	F250	Pick Up Truck	14241	14313	72	Ops/Maint.	
2019	Ford	F250	Flatbed Truck	6684	7021	337	Ops/Maint.	
2023	Polaris	Ranger	Ops Utility	827	859	32	Operations	
2023	Polaris	Ranger	Maint Utility	373	379	6	Maintenance	
2005	Freightliner	M2106	Dump Truck	28505	28579	74	Biosolids Disposal	
Total						1144		

Equipment

Year	Make	Model	Description	Hours Start	Hours Ending	Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	999	999	0	Plant Activities	
1999	Sterling	Vactor	Jet Truck	2578	2584	6	Collection System	
2004	John Deere	7920	Tractor	1425	1932	507	Biosolids Disposal	
2004	Case	621D	Loader	2646	2655	9	Operations	
2023	Polaris	Ranger	Ops Utility	256	266	10	Operations	
2023	Polaris	Ranger	Maint Utility	132	134	2	Maintenance	
2006	JCB	531-70	Telehandler	748	748	0	Plant Activities	



City of Lansing  
800 First Terrace  
Lansing, Kansas 66043

**City Administrator's Report**  
April 17, 2025

**Agenda Items:**

A motion to reconsider an amendment to Lansing's zoning map from the March 20<sup>th</sup> City Council meeting is on the agenda. The previously requested rezone would amend 112.8 acres of Lansing's zoning map at 24132 139<sup>th</sup> Street from Agriculture to R-4 and B-3. At the February 19<sup>th</sup> Planning Commission meeting, the Planning Commission removed an I-2 portion of the rezone request and voted to recommend by a 3-2 vote, which then went before the City Council on March 20<sup>th</sup>. As discussed at the March 27<sup>th</sup> City Council work session, an error allowed the mayor to vote on a rezoning application with a valid protest petition, which subsequently failed by a 6-3 vote. The City learned after the meeting of Attorney General Opinion 92-41, which states in the Mayor-Council form of government, the *Mayor does not vote on protest petitions*. The result of this error led to the rezoning application being denied; had the vote taken place in accordance with Attorney General Opinion 92-41, the rezone request would have passed 6-2. The motion to reconsider allows the City to correct the error. A copy of the previous meeting's minutes, Attorney General Opinion 92-41, and Ordinance No. 1128, an amendment to Lansing's zoning map, are included in the agenda materials.

Charter Ordinance 1-2025 exempts the City from provisions of K.S.A. 12-5250 and allows the City to establish the RHID with terms better suited to meet Lansing's goals. This proposal is being spurred by the option to allocate 20% of the new taxes in an upcoming RHID to the School District and Leavenworth County. The RHID program is designed to reduce housing costs for new developments by allowing new property taxes within the district to be used toward infrastructure and other eligible costs. By reducing the cost of the lots, the program reduces the end price of the homes.

A resolution to adopt the Riverbend Heights RHID is on the agenda. At the request of the proposed developer, staff recommends opening the public hearing, allowing for discussion, and then recessing to the May 1<sup>st</sup> City Council meeting.

Bids for the mill and overlay program were received and opened on Thursday, April 10<sup>th</sup>. The low bid came from JM Fahey Construction. Based on the positive bids, funds are available to also proceed with Alternate #1 (southern 147<sup>th</sup> Street) and Alternate #5 (the northern portion of 155<sup>th</sup> Street). Other streets to be repaired include Brook Meadow Road, Brookwood Street, Brookwood Court, Hampton Court, Meadow Court, Mt Calvary Road, South Ethel Lane, and both portions of Sycamore Ridge Drive. Including both alternates, the total cost is \$822,404.10. Line item 70-010-43320 has \$800,000 budgeted, but the CIP fund has sufficient reserves that can



**City of Lansing**  
 800 First Terrace  
 Lansing, Kansas 66043

offset the portion over \$800,000. JM Fahey also had the low bid in 2024 and did a satisfactory job.

Bids were solicited for seasonal right of way mowing. Bids were opened on April 9<sup>th</sup>. Seven bids were received, with the low bid coming from Personal Touch Lawn Service from Kansas City, Kansas, with a base bid of \$425, with an escalator of 2.7% the next two years.

The monthly Library Report is on the agenda as an informational item.

**Public Works:**

Public Works staff has briefed KDOT staff about proposals along the K7/McIntyre corridor. Staff will also bring up development proposals at the next K7 Corridor Meeting. Traffic Impact Studies are required for developments in this area, with a TIS already completed for the storage unit request.

Staff is still working to determine the timing of the 147<sup>th</sup> Street culvert repair. Due to delays in locating utilities, it will be challenging to get this repair done this summer. Staff is also concerned with scheduling this repair in 2026 as it could interfere with the 250<sup>th</sup> anniversary of Independence Day. It is possible this repair could be shifted to 2027.

Subcontractors for AT&T are in town working to expand fiber optic utility capabilities throughout northeastern Lansing. The work they are performing should be within utility easements. As a reminder, utilities are allowed to conduct work in established utility easements.

**Year End Sales Tax Update:**

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

	2024 YTD	2025 YTD	Difference
Local Sales & Use Tax (1.9%)	\$474,064	\$531,555	\$57,491, 12.13%
County Sales Tax	\$153,110	\$158,954	-\$5,844, 3.82%
County Use Tax	\$70,204	\$78,639	-\$8,435, 12.01%
Guest Tax	\$25,113	\$14,547	-\$10,566, -42.07%

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

- 6.5% State Sales Tax (varies on food)
- 1% Countywide Sales Tax
- 1% City General Sales Tax-General Fund

- .45% DeSoto Road & Park Improvements (20 years)
- .45% Aquatic Center (20 years)
- 9.4% TOTAL
- 1% Community Improvement Dist. (Mainstreet Chrysler Dodge Jeep Ram property only)

The special sales tax to pay for the Aquatic Center generated \$127,573 this year. The special sales tax to pay for DeSoto Road and Bernard Park Improvements also generated \$127,573 (both special sales taxes are for the same amount, .45%). At this rate, both special sales taxes would generate \$765,444 by the end of the year.

**Wastewater:**

Construction on the Town Centre Trunk Sewer Replacement Project began on February 2<sup>nd</sup>. Approximately 500’ of sewer has been installed, and the project is gradually proceeding as they grind rock. This project is scheduled for 120 days.

The Ida/Gamble project is out to bid, with a bid opening scheduled for April 22<sup>nd</sup>. Construction will begin during the USD 469 summer break, as Ida Street will need to be temporarily closed. The project will relocate sewers near this intersection that are oversized for current flows to the new 7 Mile 36” interceptor.

**Meetings & Announcements:**

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

There are volunteer opportunities for the Library Board, as well as Board of Zoning Appeals. There are multiple openings for the Trade Board of Appeals.

- Thursday, April 17                      City Council Meeting, 7:00pm, City Hall
- Wednesday, April 23                    Planning Commission Meeting, 7:00pm, City Hall
  - Replat, Town Center Parcels
- Thursday, April 24                      City Council Work Session, 7:00pm, City Hall
- Thursday, May 1                         City Council Meeting, 7:00pm, City Hall
- Saturday, May 3                         Fishing Derby, Bernard Park
- Wednesday, May 14                     Planning Commission Meeting, 7:00pm, City Hall
- Thursday, May 15                        City Council Meeting, 7:00pm, City Hall



**City of Lansing**  
800 First Terrace  
Lansing, Kansas 66043

- Monday, May 26
- Thursday, May 29
- Thursday, June 5

Memorial Day, City Offices Closed  
City Council Work Session, 7:00pm, City Hall  
City Council Meeting, 7:00pm, City Hall

Sincerely,

Tim Vandall