
AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

- [1.](#) Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

NEW BUSINESS

- [2.](#) Kansas City Kansas Community College Lot Purchase
- [3.](#) Planning Commission Appointment
- [4.](#) IdeaTek Telcom Phone Contract
- [5.](#) Ordinance No. 1133 – Sewer and Solid Waste Assessments
- [6.](#) Executive Session – Preliminary Discussion of Real Property Transaction
- [7.](#) Executive Session – Consultation with Attorney

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

- [8.](#) City Administrator Report

PROCLAMATIONS

OTHER ITEMS OF INTEREST

ADJOURNMENT

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

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: June 30, 2025
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of June 17, 2025, are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of June 17, 2025, as presented.

CITY OF LANSING

CITY COUNCIL MEETING

REGULAR MEETING MINUTES
June 17, 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

Ward 2: Don Studnicka

Ward 3: Kerry Brungardt and Jesse Garvey

Ward 4: Dan Clemons and Pete Robinson

Councilmembers Absent: Jake Kowalewski

OLD BUSINESS:

The Regular Meeting minutes of June 5, 2025, were provided for review.

Councilmember Studnicka made a motion to approve the Regular Meeting Minutes of June 5, 2025, as presented. Councilmember Clemons seconded the motion.

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

Audience Participation:

Paul Cromer – 23916 131st St Leavenworth, KS

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

Presentations:

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Board of Zoning Appeals Appointment

Terrance Allen has applied for an appointment to the Board of Zoning Appeals to serve a three (3) year term ending on April 30, 2028.

Staff recommend a motion for approval of the appointment to fill a vacant seat on the BZA.

Councilmember Brungardt made a motion to approve the Zoning Board of Adjustment appointment of Terrance Allen to a term ending on April 30, 2028. Councilmember Clemons seconded the motion.

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

2026-2029 Independence Day Celebration RFP

The City of Lansing issued an RFP for professional fireworks display services. Victory Pyro Productions submitted the sole complete proposal. Their proposal meets all minimum qualifications

outlined in the RFP, including insurance, experience, duration, and value. They also propose an enhanced pyro-musical experience—a choreographed fireworks display synchronized to music—which represents a creative upgrade to past shows.

Victory Pyro has been the fireworks provider since 2019. Victory Pyro's selected payment option includes a 4% discount, bringing each year's cost to \$25,625.66, slightly above the stated cap of \$25,000, but justified by the added value of the quality of display Victory Pyro has demonstrated

Staff recommends Council approval contingent upon final budget verification and authorization to negotiate minor scope or price adjustments if necessary to remain within budget.

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

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

Online Permitting System Purchase

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

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

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

Staff recommends that the City partner with GovWell provide the City's permit system. Currently the City has a contract with iWorq to provide this service.

Councilmember Brungardt made a motion to sign a 3-year contract for Online Permitting services with GovWell with costs not to exceed \$38,500 in 2026. Councilmember Gardner seconded the motion.

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

Fairlane Townhomes RHID Public Hearing Resolution

The City of Lansing is proposing to establish a Reinvestment Housing Incentive District (RHID) for the second phase of the Fairlane Town Homes project. The proposed project would include approximately 21 townhome units, including five triplexes and three duplexes, offering both one-bedroom and two-bedroom units. The RHID tool would allow the City to support housing development by reimbursing some eligible costs through the increase in property taxes generated by the new housing over time.

Councilmember Garvey made a motion to approve Resolution B-6-2025 setting a public hearing date for August 7, 2025, to consider the establishment of the Fairlane Townhomes Phase II RHID and adoption of the related development plan. Councilmember Kirby seconded the motion.

Roll Call Vote: Aye: Councilmembers Kirby, Garvey, Robinson, Clemons, Brungardt, Studnicka, and Gardner; Nay: none; Abstain: none; Absent: Councilmember Kowalewski; The motion was approved. The council continued discussion with CED Director Gentzler regarding vertical versus horizontal construction.

REPORTS:

Department Heads: Community and Economic Development Director Joshua Gentzler reminded Council of the Independence Day Celebration scheduled for June 28, 2025.

City Attorney: Nothing to discuss.

City Administrator:

- Pool Grand Opening
- Recognized Parks and Recreation Director Jason Crum, Aquatic Center Manager Joe McGuire, Finance Director Beth Sanford, and City Clerk Tish Sims for all their hard work on the pool.
- Reminder that the pool was paid for by a Special Sales Tax not Property Tax.

Governing Body:

Councilmember Kirby:

- Acknowledge the pool as a great asset to the community.
- The fireworks display is paid for by the Hotel Tax.

Councilmember Garvey:

- Noted development and location of the Aquatic Center.
- Thanked Parks and Recreation Director Jason Crum and team for their hard work.

Councilmember Robinson:

- Echo great job on the pool.

Councilmember Clemons:

- Port Authority – will be scheduling briefings with local governing bodies. City of Lansing briefing will be on 17th of July.
- Thanked volunteers and school for the Independence Day Celebration.

Councilmember Brungardt:

- Ditto what everyone else said.
- Amenities matter in a community.

Councilmember Studnicka:

- Nothing to add.

Councilmember Gardner:

- Thanked Terrence Allen for volunteering for the Board of Zoning Appeals.
- Thanked CED Director Gentzler for answering his questions.

ADJOURNMENT:

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

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

The meeting was adjourned at 7:22 PM.

ATTEST:

City Clerk Tish Sims, CMC

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Joshua Gentzler JG
 DATE: July 3, 2025
 SUBJECT: Kansas City Kansas Community College Lot Purchase

Overview: KCKCC President Dr. Greg Mosier will be in attendance to update Council.

Kansas City Kansas Community College (KCKCC) is proposing to purchase Lot 3 of Lansing Towne Centre 2nd Replat, a 3-acre lot, from the City to expand the potential size of the proposed Lansing campus. This lot is located adjacent to the current property owned by Kansas City Community College. The College has plans to invest in Lansing through the development of a campus dedicated to expanding education opportunities within the County. The College has yet to provide additional information regarding full programming options at the campus or a proposed opening date for the campus.

The City has negotiated a right of first refusal (ROFR), but no clause which would return the property to the City's ownership or control if KCKCC does not develop the property.

Policy Consideration: N/A

Financial Consideration: The College and the City has agreed to a purchase price of \$95,000 for 3 acres.

Action: Staff recommends the City Council discuss selling Lot 3 of Lansing Towne Centre 2nd Replat to Kansas City Kansas Community College for a total of \$95,000.

AGENDA ITEM # 2

COMMERCIAL REAL ESTATE SALES CONTRACT

Agenda Item 2.

PARTIES: This contract ("Contract") is made between: **SELLER:** The City of Lansing, Kansas **BUYER:** Kansas City Kansas Community College and/or assigns and is effective as of the date of acceptance on the last signature on this Contract (the "Effective Date").

2. PROPERTY: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described as a Tract of Land in Lansing Kansas further described in Exhibit A of approximately 3 acres West of Centre Dr (Tax Parcel: TBD per survey to be attached) such to be verified by the Title Company, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the following: NONE
All of which is commonly known and numbered as An Address to be assigned after platting, in the City of Lansing in Leavenworth County, State of Kansas. Such real estate and other property shall be collectively referred to in this Contract as the "Property".

3. EXCEPTIONS: The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws and the following existing leases or tenancies: See attached:

4. PURCHASE PRICE: The Purchase price is determined as follows: Ninety-Five Thousand Dollars (\$95,000.00) which Buyer agrees to pay as follows:

a. One Thousand DOLLARS (\$1,000) at the signing of this Contract as Earnest Money (as such to be deposited within 10 days after the Effective Date, in the insured trust or escrow account of Lawyers Title ("Escrow Agent") as part of the consideration of the sale. If

b. The balance to be paid in the following manner: Ninety-Four Thousand Dollars (\$94,000.00), in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for pro-rations, closing costs and other agreed expenses, and [state other payment or financing terms if any]
None

5. CLOSING AND POSSESSION DATE(S): Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of Lawyers Title within thirty (30) days following the end of the Due Diligence Period, and possession shall be delivered upon closing. Seller and Buyer shall equally share all escrow fees and closing costs, but Buyer shall be fully responsible for all fees and expenses in connection with recording the Deed.

6. EXISTING FINANCING: Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

7. PRORATIONS: The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-rata shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

8. TITLE INSURANCE: Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's General Warranty Deed (the "Deed"), subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than ten (10) days after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued through Lawyers Title of Lansing (the "Title Company"). Buyer shall have ten (10) days after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Title Review Period, Seller shall have ten (10) days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period").

If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than ten (10) days after the end of the Title Cure Period.

Buyer shall, no later than five (5) days after execution of the Contract, order an updated survey. Buyer shall have five (5) days after receipt of the updated Survey in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to on the Survey ("Survey Review Period"). With regard to items to which Buyer does object within the Survey Review Period, Seller shall have ten (10) days after receipt of Buyer's written notice of objections to cure such objections ("Survey Cure Period"). If Seller

does not cure the objections by the end of the Survey Cure Period or if Seller and Buyer have not agreed to extend the Survey Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than ten (10) days after the end of the Survey Cure Period.

9. INSPECTIONS: Seller shall grant Buyer reasonable access to the Property for Fifteen (15) days after the Effective Date of this Contract (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Buyer is purchasing the Property as is. Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in the paragraph entitled "INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION" of this Contract. In addition, Buyer, or Buyer's representatives, may re-inspect the Property before Closing upon reasonable notice to Seller.

10. DUE DILIGENCE: Buyer will have Fifteen (15) days after the Effective Date of this Contract to perform and complete all due diligence, inspections, and investigations, and to determine whether to purchase the Property, in Buyer's sole and absolute discretion (the "Due Diligence Period"). Buyer may, at its option, terminate this Contract for any or no reason by written notice to Seller given at any time at or before 5:00 p.m. (Central Time) on the last day of the Due Diligence Period. In the event Buyer terminates this Contract on or prior to the last day of the Due Diligence Period, the entire Earnest Money Deposit shall be returned to Buyer. In the event Buyer does not terminate this Contract in writing prior to expiration of the Due Diligence Period, the entire Earnest Money Deposit shall be non-refundable, subject to Seller's compliance with its obligations under this Contract.

11. REPRESENTATIONS: Except as provided in Seller's Disclosures herein incorporated, Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any additional representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the Property.

12. REAL ESTATE BROKER: Seller and Buyer agree that Reece Commercial Real Estate BROKER(S), identified in the Commercial Agency and Broker Disclosure Addendum which is a part of this Contract, is(are) the only real estate broker(s) negotiating this sale, and Buyer agrees to pay a sales commission pursuant to the agreement between Buyer and BROKERS(S). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, A standard owner's affidavit in favor of the title company satisfactory to the Title Company to allow the Title Company to remove all standard non-survey exceptions from the Title Policy, current Lease documents, Assignment and Assumption of Lease in a form acceptable by Buyer (including indemnification and for any and all claims, damages or lawsuits filed by the tenant for any breaches by Seller or condition existing prior to the Closing Date), all Tenant deposits, and all other documents and funds necessary to complete the Closing, including, without limitation, the office lease referenced in Section 24 below. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions, and shall be in a form acceptable to Buyer. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the title policy with only the Permitted Exceptions.

14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to continue to maintain and operate the Property in the same manner as Seller is currently operating the Property throughout the entire Due Diligence Period up until the time of Closing. Seller agrees that during the period between the Effective Date and the Closing: (i) Seller will not enter into, extend, renew or modify any agreements with respect to the operation or maintenance of any portion of the Property without the prior consent of the Buyer; (ii) Seller will not modify the Property or remove or authorize the removal of any significant personal property (other than Tenant's personal property). Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract and receive the Earnest Money. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

15. FOREIGN INVESTMENT: Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

16. TERMINATION: If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

17. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer upon written demand.

(b) If Buyer defaults, Seller may terminate this Contract by written notice to Buyer and retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an approximation of such actual damages as the parties can now determine). If either Buyer or Seller obtains a judgment against the other party in connection with the enforcement of this Contract, reasonable attorney's fees incurred by the prevailing party, as fixed by the court, shall be included in such judgment and paid by the non-prevailing party.

18. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS: The Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, without the written consent of all parties to this Contract; provided, however, the foregoing sentence shall not apply to Buyer's right to have the Earnest Money Deposit returned pursuant to the terms of Section 10 above. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within ten (10) days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within ten (10) days after receiving written notice of cancellation of this Contract, shall constitute consent to the distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand. Seller and Buyer release all brokers and licensees from any and all liability in regards to this Contract, for cancellation of this Contract and disbursing the Earnest Money Deposit or other escrowed funds or documents.

19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION: This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

20. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

21. DEADLINE FOR ACCEPTANCE: Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) June 2, 2025 or (ii) Buyer delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.

22. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.

23. ADDENDA: The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract **(Check Those Which Are Applicable):**

- ☒ Exhibit A (Legal Description)
☒ Commercial Agency & Brokerage Disclosure Addendum
☐ Other

- ☒ Exhibit B Contractual Provisions Attachment
☐ Other
☐ Other

24. ADDITIONAL TERMS: Contractual Provisions Attachment (Exhibit B)

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO EXECUTE THIS CONTRACT.

SELLER: The City of Lansing, Kansas

BUYER: Kansas City Kansas Community College

By: _____
 Date

By:  6-2-2025
 Date

Name & Title:

Name & Title: Patrick J Schulte, DBA

By: _____
 Date

By: _____
 Date

Name & Title:

Name & Title:

Address:

Address: 7250 State Ave

Street

Street

City State Zip
 Telephone #:
 TAX ID #

Kansas City KS 66112
 City State Zip
 Telephone #: 913-288-7123
 TAX ID # KSGTV0L3C0

FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT

Listing Broker:
 Listing Agent:
 Selling Broker: Reece Commercial
 Selling Agent: Matt Watkins
 Escrow Agent: Lawyers Title
 Closing Agent: Brenda DeGraeve

Telephone #:
 Telephone #:
 Telephone #:
 Telephone #: 913-908-9447
 Telephone #:
 Telephone #: 913-682-3368

EXHIBIT A
LEGAL DESCRIPTION

203
204
205
206
207
208

Updated Legal per Survey attached on the following

[Remainder of this page is blank]

EXHIBIT B
Contractual Provisions Attachment

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the DATE OF EXECUTION.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-

discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

Agenda Item 2.

SELLER/LANDLORD: The City of Lansing, Kansas

BUYER/TENANT: Kansas City Kansas Community College

PROPERTY ADDRESS, CITY, COUNTY, STATE, ZIP: Lot 1, LANSING TOWN CENTRE REPLAT

DATE OF CONTRACT: 6-2-2025

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or *(in Missouri only)* Disclosed Dual Agents. LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.

Licensee Assisting Seller/Landlord is acting as: *(Check applicable)*

- ☐ Seller's/Landlord's Agent
- ☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☒ N/A-Seller(s) is not represented
- ☐ Sub Agent

Licensee Assisting Buyer/Tenant is acting as: *(Check applicable)*

- ☐ Seller's/Landlord's Agent
- ☐ Buyer's/Tenant's Agent
- ☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)
- ☐ Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)
- ☒ Transaction Broker
- ☐ Disclosed Dual Agent *(Missouri only-Disclosed Dual Agency Addendum is required)*
- ☐ N/A, Buyer(s) is not represented
- ☐ Sub Agent

PAYMENT OF COMMISSION: All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- ☐ **Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.
- ☒ **Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

SELLER/LANDLORD _____ DATE _____ BUYER/TENANT  6-2-2025 _____ DATE _____

SELLER/LANDLORD _____ DATE _____ BUYER/TENANT _____ DATE _____

LICENSEE ASSISTING SELLER/LANDLORD _____ DATE _____ LICENSEE ASSISTING BUYER/TENANT _____ DATE _____

Contractual Provisions Attachment

DA-146a Rev. 07/19

1. Important

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 2nd day of June, 2025.

2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10. Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

When Recorded, Mail to:

City of Lansing

RIGHT OF FIRST REFUSAL

This AGREEMENT made this ____ day of July 2025, by and between **KANSAS CITY KANSAS COMMUNITY COLLEGE (“Grantor”)** and **THE CITY OF LANSING (“Grantee”)**.

WHEREAS, Pursuant to the agreement Grantor and Grantee are parties to a certain Purchase & Sale Agreement attached hereto referenced for an additional three acres of land, (collectively, the **“Purchase Contract”**), whereby Grantee, as seller, agreed to sell to Grantor, and Grantor, as buyer, agreed to purchase from Grantee, that certain real property located in Exhibit A of the purchase agreement, and more particularly described on Exhibit “A” attached hereto and incorporated herein (the **“Property”**); and

WHEREAS, in accordance with the terms and conditions set forth in the Agreements, Grantor agreed to grant to Grantee an exclusive and irrevocable right of first refusal (the **“ROFR”**) to acquire the Property; and

WHEREAS, Grantor and Grantee hereby desire to enter into this ROFR for the purpose of memorializing the Right of First Refusal to purchase the property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of ROFR. Grantor hereby grants to Grantee the ROFR in accordance with the terms and conditions set forth in the Agreements, including, but not limited to:

- a. In the event Grantor intends to enter into a transaction to sell all or any portion of the Property, Grantor must provide written notice to Grantee thereof. Grantee must respond to the Grantor, in writing, whether they desire to purchase the Property within thirty (30) days of receipt of such notice.
- b. If Grantee elects not to purchase the Property or does not respond to the Grantor within thirty (30) days, Grantor can sell the Property to a third party, however, Grantee shall continue to have the ROFR on all subsequent transfers of the Property in accordance with the terms and conditions of this Memorandum and the Agreements.
- c. If Grantor fails to initiate a project on the Property, Grantee shall have the right to repurchase the Property at the same purchase price with fees associated to the original transaction for the 3 additional acre purchase price. All fees associated

with the transaction shall be split equally between Grantor and Grantee in accordance with Kansas laws.

- d. If Grantee elects not to purchase the Property or does not respond to the Grantor within thirty (30) days of official notice, Grantor will retain the Property

2. Miscellaneous. The provisions of the Agreements regarding the ROFR are incorporated into this ROFR as if set out in full. In the event of any conflict or inconsistency between the terms of this ROFR and the terms of such provisions of the Agreements regarding the ROFR, the terms of such provisions of the Agreements regarding the ROFR will govern and control for all purposes. All capitalized terms and words of art which are used but not defined in this ROFR will have the same respective meaning designated for such terms and words of art in the Agreements. This ROFR may be executed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Memorandum of Right of First Refusal to be executed this _____ day of June, 2025.

GRANTOR:

KANSAS CITY KANSAS COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2025, by _____ the _____ of Kansas City Kansas Community College and that said instrument was signed on behalf of said organization.

Notary Public

My Commission Expires: _____

[Grantor Signature Page to Memorandum of Right of First Refusal]

GRANTEE:

THE CITY OF LANSING, KANSAS

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of July 2025, by
_____ the _____ of
City of Lansing, on behalf of said government entity.

Notary Public

My Commission Expires: _____

[Grantee Signature Page to Memorandum of Right of First Refusal]

EXHIBIT “A”
PROPERTY

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Joshua Gentzler
DATE: July 3, 2025
SUBJECT: Planning Commission Appointment – Ginger Riddle

Overview: Ginger Riddle submitted an application to re-apply for the Planning Commission (see attached document). If appointed, Ginger Riddle's term would end on April 30, 2028.

Policy Consideration: None

Financial Consideration: n/a

Action: A motion to appoint Ginger Riddle to the Planning Commission for a term ending on April 30, 2028.

AGENDA ITEM # 3

REAPPOINTMENT TO PLANNING COMMISSION

I, Ginger Riddle,

☒ Do
☐ Do not

wish to be reappointed to the City of Lansing Planning Commission for a three-year
term ending 4/30/28.



Ginger Riddle (Jun 26, 2025 09:40 CDT)

Signature

6/26/25

Date

AGENDA ITEM

TO: Tim Vandall, City Administrator
 FROM: Joshua Gentzler
 DATE: July 6, 2025
 SUBJECT: IdeaTek Telcom Phone Contract

Overview: Staff recommends that the City Council approve the proposed five-year service agreement with IdeaTek Telcom, LLC for hosted phone system services and authorize the Mayor to execute the agreement on behalf of the City.

The City of Lansing seeks to modernize and consolidate its telecommunications infrastructure. IdeaTek Telcom, LLC submitted a proposal that includes hosted phone system services for 75 users, technical setup and training, and one analog line for fax services. The agreement offers competitive pricing at \$1,153.00 per month, with the first month free and installation fees waived with a 5-year term. The full term would be worth an estimated \$69,180.

The contract includes standard terms and conditions as reviewed by staff, and modifications have been requested to enhance service level accountability, clarify indemnity, access obligations, and provide transparency for surcharge adjustments.

The City solicited 3 quotes from providers and presents this option as the recommended provider.

Policy Consideration: N/A

Financial Consideration: Estimated cost of \$1,153.00 per month for the duration of the 5-year term. First month of service is at no charge.

Action: A motion to approve the service agreement with IdeaTek Telcom, LLC and authorize the Mayor to execute the agreement and any related documents.

AGENDA ITEM # 4



Service Agreement

Customer Information

City of Lansing
800 1st Terrace
Lansing KS 66043

Contract Term (in Years): 5

Services

Service	Price	Qty	Total
Hosted Phone System - Users	\$ 15.00	71	\$ 1,065.00
9-Waste Water - 555 Wolcott Lansing, KS 66043			
3-Streets Department - 400 Santa Fe Lansing, KS 66043			
5- Lansing Fire Department - 111 E. Kansas St., Lansing Ks 66043			
7- Parks Department 108 2nd Lansing, Ks 66043			
12- Lansing Police Department - 800 1st St. Lansing Ks 66043			
11- City Hall - 800 1st Lansing, Ks. 66043			
6- Public Library - 730 1st Terrace Suite 1 Lansing, Ks. 66043			
9- Public Works/CED - 730 1st Terrace Suite 2 Lansing, KS 66043			
2- Lansing Aquatic Center - 630 W. Mary St Lansing, KS 66043			
7- Future Employees/expansion			
Analog Phone (Fax Line)	\$ 25.00	1	\$ 25.00
11- City Hall - 800 1st Lansing, Ks. 66043			
IdeaTek Voice Pro	\$ 3.00	15	\$ 45.00
This is per user requested does not need to be all or none.			

Monthly Total: \$ 1,135.00

One Time Charges

	Price	Qty	Total
Phone Setup & Training Fee	\$ 100.00	7	Agenda Item 4.
Waive Install Fee (Phone) Credit	\$ -100.00	7	\$ -700.00
Waived install with 5yr term			

One Time Total: \$ 0.00

Additional Order Terms

First month free with 5yr term.

Non-Appropriation Clause

The parties acknowledge that this contract is subject to the annual appropriations by the governing body of the City of Lansing as required by Kansas law (K.S.A. 10-1116b). If funds are not appropriated or are insufficient for the continuation of this contract in any fiscal year, the City of Lansing shall have the right to terminate this contract without penalty or further obligation. The City of Lansing shall provide written notice to the Contractor of such termination as soon as practicable.

This clause shall not be construed to affect any obligation of the City of Lansing to make payments for services rendered prior to the date of termination.

Signatures

Agenda Item 4.

By signing below, Customer and IdeaTek agree to the terms and conditions of this Agreement

IdeaTek Telcom, LLC

City of Lansing

("IdeaTek", referenced herein)

("Lessee" or "Customer", referenced herein)

Matt Towne

Jun 24 2025 15:22 CDT

Signature

Date

Signature

Date

Matt Towne

Printed Name

Printed Name

Business Sales

Title

Title

Technical Contact (IT)

Name

Company (if applicable)

Phone Number

Email

Terms & Conditions and Service Level Agreement

IdeaTek Telcom, LLC

1. Payment Customer shall pay for all monthly service charges. Unless stated otherwise herein, monthly charges for Services shall begin upon installation. IdeaTek shall notify customer when installation / activation of Service is complete. Any amount not received by the due date shown on the applicable bill will be subject to a late charge at the maximum rate allowed by law. Customer shall pay the monthly fees specified in the "Service Agreement" section of this contract for the use of the Services. Taxes will be separately stated on the Customer's invoice. If Customer is tax-exempt under Federal or state law, Customer may submit to IdeaTek a tax-exempt certificate which is valid with the appropriate taxing authority and IdeaTek will not assess the applicable tax to Customer. Customer shall notify IdeaTek if Customer's tax-exempt status changes during the term of this Agreement. No interest will be paid on deposits unless otherwise required by law.

2. Use Customer may use the Services for any lawful purpose, provided that such purpose does not interfere with or impair service or the privacy of any communication over any of the facilities and equipment comprising the IdeaTek networks.

3. Service Date and Term This Agreement shall be effective upon execution by the parties. Services shall be provided for the applicable term specified in the "Service Agreement" section of this contract. IdeaTek shall use reasonable efforts to make the Services available by the requested service date in this Agreement. IdeaTek shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from normal construction or for reasons beyond its control. If Service is provided on a month-to-month basis, Service shall continue until cancelled in writing by Customer. If Service is provided for a specific term as set forth in this Agreement, then Customer may terminate Service by providing 30 day advance written notice to IdeaTek, however, Customer may be subject to a termination liability as set forth in Section 8 of this Agreement unless the termination is due to default or breach of this Agreement by IdeaTek.

4. Customer Responsibilities Customer is responsible for arranging all necessary rights of access within the Service premises, including space for cables, conduits, and equipment as necessary for IdeaTek-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by IdeaTek. Such access shall include provision for 24/7 access to said equipment and facilities and, if necessary, temporary provisioning of cable and electronic equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for IdeaTek's equipment. Customer shall use the Services in compliance with all applicable laws and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties.

5. Equipment Customer agrees that IdeaTek shall retain all rights, title and interest to facilities and equipment installed by IdeaTek thereunder and that Customer shall not create or permit to be created any liens or encumbrances on such equipment. Upon disconnection of the Services, IdeaTek shall remove its equipment and shall have the right, but not the

ID: IDK2506

obligation, to remove all other IdeaTek owned facilities from any applicable premises. IdeaTek shall use reasonable efforts to maintain the Services at no cost to Customer provided, however, that IdeaTek shall have no responsibility for the maintenance or repair of facilities and equipment it does not furnish and IdeaTek may assess Customer a service call when no trouble is found in IdeaTek's facilities.

Agenda Item 4.

6. Default If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, and if such failure continues for ten (10) days after IdeaTek gives written notice to Customer of same, then IdeaTek, at its sole option, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies as may be provided at law or in equity, including the applicable termination liabilities in Section 8. IdeaTek shall be in Default under this Agreement if it fails to comply with the terms of this Agreement and such failure continues for ten (10) days after Customer gives written notice to IdeaTek.

7. Limitations of Liability If the Service is unavailable, interrupted, degraded, or experiences a service interruption or outage for any reason, Customer's sole and exclusive remedy shall be the credit allowances in Section 9 or its right to terminate this Agreement as provided herein. IdeaTek shall not be liable for any damages for services or equipment of others or for any act or omission of any entity furnishing to customer services or equipment used with the services. IdeaTek shall be entitled to take and shall have no liability for any action necessary, including disconnection, to bring the services into conformance with any governmental mandate. In no event shall IdeaTek be liable for any special, consequential, indirect, exemplary or punitive damages as a result of its performance or nonperformance of this Agreement.

8. Termination Customer, at its sole option, may terminate this Agreement for any reason, provided, however, that all sums for Services rendered shall become immediately due and payable. If Services are subject to a specific term as set forth in this Agreement, Customer shall be liable for a termination liability which shall be equal to all charges for Services rendered to date of termination; plus the monthly recurring charge (MRC) for Services for the remaining term selected by Customer. IdeaTek may terminate or offer an amendment to any service(s) which is part of this Agreement where regulatory changes, technological changes, increases in associated resale costs and/or other direct costs, or other unknown factors (at this time), cause an unreasonable increase (in IdeaTek's judgement) in the costs of providing such service(s), provided such termination will not incur a termination penalty to the Customer.

9. Service Interruptions/Credit Allowances Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A credit allowance will be given when the Service is interrupted, except as specified below. A Service Interruption is not a Default under this Agreement but may entitle Customer for credit allowances as provided herein. An interruption period begins when Customer reports an interruption in Service to IdeaTek. Credit allowances shall not apply to interruptions: (i) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents, (ii) due to failure of power or other equipment provided by Customer or others; (iii) during any period in which IdeaTek is not allowed access to the Service premises; (iv) due to maintenance and repair operations scheduled in advance with Customer; (v) caused by fiber cuts or other wiring cuts on the premises of Customer (unless caused by IdeaTek); (vi) caused by an outage in Customer's internal network, internal wiring, Private Branch Exchange (PBX) or multiplexers; (vii) caused by an outage in Customer's long distance network or switching equipment; or (viii) force majeure.

Interruption Length	Percentage MRC Credit	Percentage MRC Credit Ring Protected
Less than 5 minutes (99.99% availability)	None	None
5 minutes up to 2 hrs	10% of MRC	20% of MRC
2 hours up to 4 hrs	25% of MRC	50% of MRC
greater than 4 hrs	50% of MRC	100% of MRC

The Service Interruption Credit amount will be based upon the MRC for the Services affected by the Service Interruption as reasonably determined by IdeaTek. For an example, if the Customer has a multi-site network and experiences a loss of service for more than 1 hour to one site on that network, Customer will be issued a credit, as described above, based upon the MRC applicable to the affected site only. All credits for Service Interruptions must be requested by Customer within 10 business days of Service Interruption and request must be made to IdeaTek's Customer Service Department. Please include your Trouble Ticket number for credit verification. In no event shall the Credit allowance to Customer in any thirty (30) day period exceed one month's MRC.

10. Indemnity To the extent permitted by law, IdeaTek, its affiliates, and each of their respective owners, directors, employees, officers and agents shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings,

expenses, losses, liabilities or damages (collectively "Claims") arising from use of Services pursuant to this Agreement involving: (i) Claims of third parties, including patrons or end users of Customer, arising out of, resulting from, or related to the Customer's resale or attempted resale of the Services; (ii) Claims for libel, slander, invasion of privacy, or any copyright or other intellectual property rights arising from any communication using the Services; (iii) claims of Customer, act or omission of Customer, or end users of Customer, in connection with the Services made available to Customer including claims, without limitation, for all litigation costs, reasonable attorneys' fees and court costs, settlement payments, and any other damages awarded or resulting from any such Claims to the extent allowed by law.

Agenda Item 4.

11. Assignment Either party may assign this Agreement to any entity merging with a party, or to any entity acquiring substantially all of the assets of a party upon prior notice to the other party, and provided that the assignee shall agree to be bound by the terms and conditions of this Agreement.

12. Warranties There are no agreements, warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose, relating to the Services except those expressly set forth herein.

13. Regulatory Authority-Force Majeure This Agreement may be subject to filing with the regulatory authority with jurisdiction over the Services. If this Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit IdeaTek to make an appropriate filing. In some states, this Agreement may not be effective until approved by such regulatory authority. If this Agreement and/or the related filing documents are not approved by the applicable regulatory authority, IdeaTek may terminate this Agreement. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, as amended. Additional terms and conditions contained in tariffs on file with regulatory authorities are incorporated herein. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation.

14. Trouble Reports IdeaTek shall maintain a 24 hours a day 7 days a week point-of-contact for staff to report service troubles, outages or service interruptions. Trouble Reports received by IdeaTek will be responded to within one (1) hour after receipt of the Trouble Report. IdeaTek will endeavor to cure the issue addressed in the Trouble Report within two (2) hours after receipt of the Trouble Report.

15. Service Installation IdeaTek shall use commercially reasonable effort to install, provision and make the Services available for Customer's use within time frame estimates provided to customer at time of installation. Service availability shall mean that IdeaTek has completed its obligations to install the IdeaTek equipment and facilities set forth in the Agreement necessary to provide Customer the Services. Installation Delays outside of IdeaTek's control may occur from time to time and in this event IdeaTek will notify customer.

16. Agreement Modification This Agreement may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon the parties' respective successors and assigns, and constitutes the entire agreement between IdeaTek and Customer. The rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

17. E-Rate Customers Customers seeking reimbursement under the Federal Universal Service Fund agree that it is the customer's responsibility to file for such reimbursement (E-Rate funding). If E-Rate funding is denied or decreased by the Schools and Libraries Division of USAC, IdeaTek may then elect to decrease the level of Services provided, invoice customer for the unpaid balance of this service contract not fulfilled by E-Rate funding, or terminate this agreement at its exclusive option. Customer invoice will be credited at the time of E-Rate reimbursement receipt.

18. Taxes and Fees Customer agrees that the Services rendered may be subject to additional taxes, franchise fees, and other government-mandated fees which IdeaTek is obligated to collect and remit for and/or to different governmental entities and such taxes and fees will be in addition to any quoted service rates.

19. Surcharges Consistent with industry-standards, Customer agrees IdeaTek may charge surcharges associated with taxes and surcharges imposed on IdeaTek for doing business within certain jurisdictions and to recover costs related to the administration of the same. The taxes, for which IdeaTek seeks reimbursement through these surcharges, are not covered by the standard tax exemption rules except that the fee to recover administrative costs is covered by the same exemption rules as applies to the Federal Universal Fund Surcharge. The taxes recovered through the surcharges are true costs of doing business to IdeaTek. The surcharges are applied to every customer unless prohibited by customer contract or, in the case of the administrative expense fee, applied to every customer unless exempt from the Federal Universal Fund Surcharge. Such surcharges will be in addition to any quoted service rates.

20. Voice Services Voice Services (including access to IdeaTek's enhanced 911 service) require electrical power supplied at the Customer premise. Although IdeaTek does not offer a battery backup system, please contact us and we can assist Customer in locating a proper solution that can provide battery backup services to avoid any downtime in the event of an electrical power outage. IdeaTek will not be responsible for the monitoring and/or replacing of a backup battery not supplied

by IdeaTek. If the equipment that supplies Customer's telephone Service is disconnected or removed and a battery backup is not installed or the battery is not charged, Service, including access to E911, will not be available. Customer acknowledges that IdeaTek uses Customer's telephone Service address to identify its location for E911 Service. Tampering with or changing any equipment or cabling installed or maintained by IdeaTek IS DANGEROUS and may result in including outages of emergency 911 service. Customer understands that certain telephone services selected may be subject to rates, terms and conditions contained in tariffs on file with, as well as the regulations of, the Kansas State Corporation Commission, and/or the Federal Communications. IdeaTek is required to provide service to all reasonable requests in its designated service area(s). Unresolved questions concerning service availability can be directed to the Kansas Corporation Commission's Office of Public Affairs and Consumer Protection department at 800.662.0027 or public.affairs@kcc.ks.gov.

Agenda Item 4.

21. **ENHANCED 911** (E911). For emergency calls, Ideatek utilizes Enhanced 911 service (E911) which works the same as 911, but will provide the telephone number and location automatically to the emergency service operator. For more information on IdeaTek's E911 service, please go to www.ideatek.com/legal or contact us directly at (855) 433-2835. When we initially set up Customer's account, we also register Customer's service address according to the information Customer provides to us. Customer may also be able to change this information themselves by going to the IdeaTek Voice self-service portal.

IMPORTANT: IDEATEK E911 SERVICES WILL NOT FUNCTION IF THE IDEATEK EQUIPMENT FAILS OR IF CUSTOMER'S SERVICE IS INTERRUPTED OR IS NOT FUNCTIONING FOR ANY OTHER REASON, INCLUDING BUT NOT LIMITED TO: A POWER OUTAGE LASTING BEYOND BATTERY BACKUP, IF ANY; AN IDEATEK NETWORK SERVICE OUTAGE; A NETWORK OUTAGE (INCLUDING POWER OUTAGES) ON CUSTOMER'S LOCAL NETWORK OR ROUTER; OR BUT NOT LIMITED TO IF CUSTOMER'S SERVICE IS DISCONNECTED AT CUSTOMER'S REQUEST OR FOR NON-PAYMENT OF IDEATEK SERVICE CHARGES.

CUSTOMER ACKNOWLEDGES THERE ARE IMPORTANT LIMITATIONS TO THE E911 SERVICE DESCRIBED ABOVE AND AGREES TO REVIEW THE E911 DISCLOSURE/NOTIFICATION ON THE IDEATEK WEBSITE, PROVIDED BY IDEATEK FOR SAID LIMITATIONS AND/OR CONTACT IDEATEK WITH ANY CONCERNS OR QUESTIONS.

22. **Miscellaneous Paragraphs** The following paragraphs are elected by both parties to be included in the contract: [Paragraph 22 intentionally left blank]

Phone Proposal for City of Lansing

Prepared by:
 Kent Redford, Telecom Consultant
4telecomconsult@gmail.com
 913.675.5100

For:
 City of Lansing
 Attn: Joe Wilson
jwilson@sorwil.com
 Created: 3/17/2025

Cloud based phone services provided by Limebox Networks.

One-time Fees

60 Yealink T54W Prime Business Phones @ \$130 ea (PoE)	\$7,800.00
Local number porting fee – waived with 3yr plan	\$0
9-1-1 setup fee – waived with 3 yr plan	\$0
Initial programming, installation assistance, training – waived	\$0
Total estimated one-time fees	\$7,800

Monthly Charges

60 extensions @ \$16.95 ea	\$1,017.00
Includes: 1 Direct Inward Dial number each, nationwide long distance, unlimited calling, ring groups, find me-follow me, conference calling, call transfer internally and externally, callerID, auto attendant (unlimited), voicemail to email, music on hold, call detail records, free mobile apps, and more.	
8 additional DID's (main numbers) @ \$2ea	\$ 16.00
Ongoing remote support, programming and assistance by local technician	\$0
Total estimated monthly fees (before taxes) (3 year contract)	\$1,033



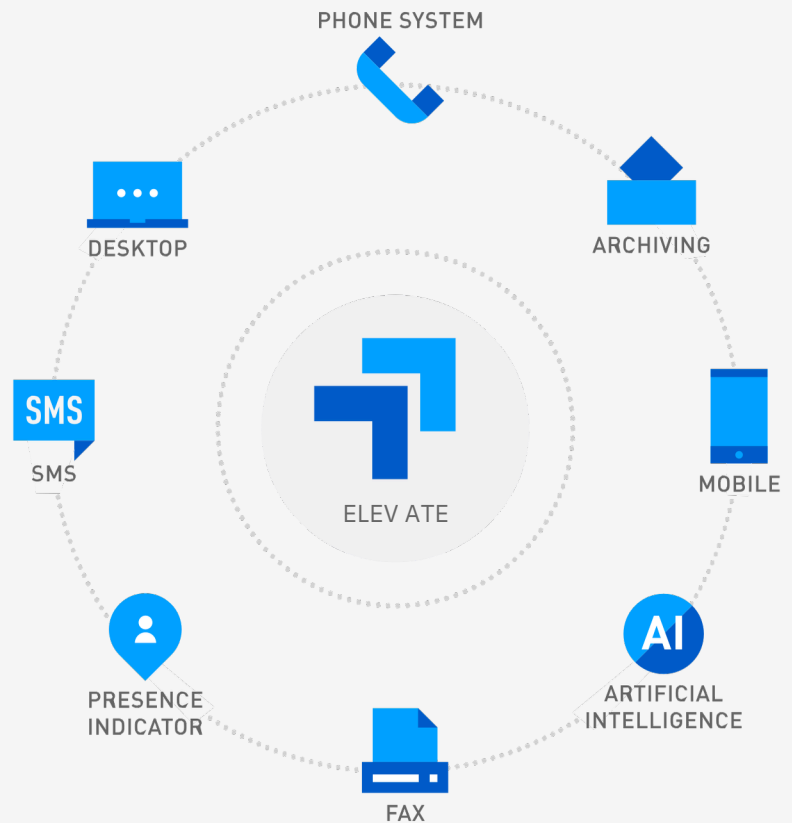
Confidential Service Proposal: Elevate for Teams Advanced

ALL YOUR BUSINESS COMMUNICATIONS –

FULLY INTEGRATED, EFFICIENT, AND RELIABLE



Elevate for Microsoft Teams Advanced is an easy-to-use cloud-based communication platform that helps employees to be more productive and collaborative by providing an enterprise-grade, cloud-based phone system directly inside of Microsoft Teams. For a seamless experience inside of Teams, use Teams for collaboration tasks such as chat, meetings, and file sharing and use Elevate for communication features like calling, queuing, and SMS.



ELEVATE FOR TEAMS ADVANCED INCLUDES

- 100+ enterprise-grade calling features
- Free local and long distance calling to the US, Canada and up to 33 countries
- Pre-programmed, plug and play desk phones simplify installation
- Easy to use Business SMS
- CRM integrations such as Salesforce, ServiceNow, and more
- Changes to system settings, devices, or users can be performed by phone administrators online
- The Elevate Teams Embedded App integrates with company directory, showing employee availability and enabling click-to-call
- The Elevate Mobile App maintains business continuity, keeping you connected on the go with all Elevate phone features

Benefits to Your Business



INCREASED PRODUCTIVITY

Elevate makes a more productive workforce.

- Utilize Teams for collaboration features such as chat, meetings, and file sharing and Elevate for calling and SMS
- Virtually anywhere, anytime, and on any device - creates a more flexible workforce
- Advanced routing ensures the right call gets to the right person or department 24/7



LOWER COSTS

No phone system hardware to buy, install, manage, upgrade or replace.

- Reduces infrastructure and operating costs with no additional hardware to buy
- Consolidates voice and data onto one platform without a Teams Phone license
- Free local and long distance calling to the US, Canada and up to 33 countries
- 100+ enterprise-grade calling features INCLUDED in the service



HIGH RELIABILITY

The Elevate voice network is purpose-built for reliability.

- Proprietary VoIP tests help ensure a reliable connection and high voice quality
- Redundant East/West datacenters increase reliability and reduce latency



SIMPLIFIED SCALING & MANAGEMENT

Elevate scales according to the needs of any business.

- Order service according to the number of users; no guessing number of lines needed
- Ordering additional service is easy & can be done online; no technician or special expertise required
- Manage service and features using user-friendly control panel portal
- Scales easily as your business grows



BUSINESS CONTINUITY

Never miss an important business call.

- Elevate automatically rings all your end points (desk phone, mobile, etc.) with every call and in the event that you don't answer, it routes the call to any number you choose (branch office, automated attendant, mobile number, etc.)
- Combine Elevate and Teams for a layer of redundancy, ensuring you can still make calls via the mobile or web app if Teams loses connectivity

The Business-Class Features You Deserve



100+ ENTERPRISE-LEVEL FEATURES INCLUDED

- Call Forwarding
- Call Park
- Call Transfer
- Do Not Disturb
- Call Recording
- 3-way Calling
- Caller ID
- Extension Dialing
- HD Audio
- Call Waiting
- Receptionist Routing
- Music on Hold
- Spam Caller Protection
- Click to call from Chrome browser
- ... and many more



VOICEMAIL

- Voicemail to email via WAV file
- SMS notifications
- Auto-delete of voicemail after 90 days
- Change personal greeting
- Remote voicemail access
- Voicemail transcription



ARCHIVING FOR ELEVATE

- 30-days rolling Archiving retention included
- Have continual historical access to your company's last 30 days of Elevate calls and SMS free as part of your Elevate solution



CALL FLIP

- Allows the user to seamlessly move an active call from the desktop phone to a mobile phone or vice versa
- Flip calls multiple times during one conversation



CALL CENTER

- Easily group users to deliver calls
- Route calls based on rules
- Easily monitor, whisper or barge into a call
- View real-time call statistics on a PC or big screen



PERSONAL OR COMPANY TEXTING

- Send business SMS to individuals or groups from within the Elevate For Teams Advanced embedded app
- Engage with clients who prefer SMS, expanding your communication channels beyond email and voice calls
- Manage all business communications, including SMS, in one place



WEBFAX

- Users receive, view, manage faxes via the web, or as email attachments
- Users may send faxes from any Internet-connected PC
- Does not require an additional phone line



Apps/Productivity Included with Elevate for Teams Advanced



ELEVATE FOR TEAMS ADVANCED APP

The Elevate For Teams Advanced desktop app brings essential collaboration and communication tools together, making teamwork easier than ever. Seamlessly combine your telephony experience across Microsoft Teams' collaboration features, such as chat, meetings and file sharing, along with Elevate's advanced telephony capabilities and business SMS, all while enjoying easy setup and local support.

A Simplified Single-App Experience

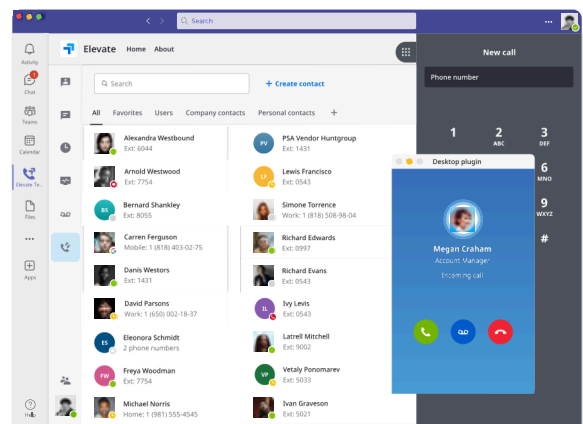
Teams users can use Elevate for SMS and to make calls within the familiar Teams app.

Microsoft Teams for Collaboration

Use Teams collaboration tools to manage chat, file sharing, and video meetings.

Elevate for Communications

Enhance your business communication with our enterprise-grade phone system featuring advanced call routing and integrated SMS.



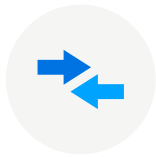
ELEVATE MOBILE APP

This powerful mobile application transforms your phone into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send and receive SMS messages using the business phone number, place calls and read/listen to voicemails - anytime, anywhere.

Never Miss Important Calls

Extend your business phone number and extension to your mobile phone, so you can place and receive calls on-the-go or even transfer calls from your desktop phone to your mobile device—seamlessly, without interruption.





ELEVATE EXTEND

Elevate Extend is an integrations platform that connects powerful voice, chat, video meetings and contact center functionalities into everyday business applications like Google®, Microsoft®, Salesforce®, and more — driving higher productivity and increasing customer retention with no heavy costs.



Increase Employee Productivity

Embed communications into everyday business applications across various teams to streamline business workflows and maximize employee efficiency.



Drive Customer Retention and Increase Revenue

Combine powerful communication capabilities with relevant customer data to ensure sales and support teams have the right information at the right time.



No Heavy IT Investment

Our integrations are easy to use and easy to deploy, with no heavy training or implementation costs required.

Integrations Packages:

 Office 365

 slack


 Outlook

 Suite

 ELEVATE[™]
CRM SCREEN POPS

 Microsoft Teams

 ZOHO

 sugarcrm

 zendesk

 servicenow[™]

 ORACLE[™] NETSUITE

 Microsoft
Dynamics 365

 salesforce



We have prepared a quote for you

City of Lansing Elevate for Teams Advanced Quote

Quote # 000778
Version 2

Prepared for:

City of Lansing

Joshua Gentzler
jgentzler@lansings.org

Statement of Work

New Elevate services:

Towner Elevate for Teams Advanced Cloud Solution On-Site Implementation

Scope of Work:

1. Deployment of Towner Elevate Package:

- Provision of 60 Elevate for Teams Advanced user licenses.
- Supply and setup of 60 Fanvil V64 Phones.
- Transfer (Porting) of 68 existing Direct Inward Dialing (DID) numbers to the Towner Cloud service.

2. On-site Installation and Setup:

- Professional installation and configuration of the Cloud solution at the primary location in Lansing, KS.
- Registration of each physical location for Enhanced 911 (E911) services, ensuring accurate emergency response capabilities.

3. Configuration and Training:

- Programming of the Elevate for Teams Advanced licenses for end-users.
- Additional required software will be supplied to customer IT administrators/provider. The for Teams Advanced does require additional MS365 integration to be deployed for users Teams applications.
- Inclusive of one hour of remote training for end-users and one hour of remote training for administrators.

4. Hardware Provision:

- Inclusion of power adapters for each Fanvil V64 Phone, as per the quotation.

5. Pre-installation Requirements:

- Confirmation that all necessary cabling and network infrastructure are in place prior to installation.
- Notification that any deficiencies in infrastructure may lead to installation delays, service disruption, and incur additional costs.

6. Equipment Terms:

- Provision of equipment at no initial cost, contingent on a minimum one-year service commitment.
- Termination of service before completing one year will necessitate immediate payment of the remaining equipment costs.

7. Post-Installation Protocol:

- Execution of a testing checklist by the Towner Technician, with a review session with the customer post-installation.

Project Timeline and Next Steps:

- Estimated completion time for new Cloud installations ranges between 30 to 60 days. Customers are encouraged to suggest preferred completion dates, excluding weekends. Towner Communications endeavors to meet these timelines where feasible.
- A prerequisite for project initiation is the payment of the due-at-signing amount. The creation of accounts and ordering of equipment is contingent on this payment.
- Post-signature, customers will receive a welcome email outlining subsequent steps, including:
 - Completion of additional documentation.
 - Scheduling of a Kickoff call.
 - Submission of a recent phone bill and a Letter of Authorization (LOA) for number porting.
 - Provision of detailed requirements for system configuration, including existing extension/user lists and user email addresses.

Terms and Acknowledgment:

- By signing this agreement, the undersigned acknowledges and agrees to Towner Communications, LLC's Terms of

▶ Statement of Work

Service and all incorporated Terms and Conditions, available for review at www.townerkc.com.

- An invoice for the Total Due at Signing will be issued upon agreement, The Initial invoice signifies pre-authorization and prepayment for the first service month. Regular billing begins 60 days from account creation, with NET 10 payment terms.
- Early termination of the contract by the customer necessitates full payment of the contract balance. Standard contract duration is 36 months unless otherwise specified.
- Acceptance of this proposal and agreement to the Terms and Conditions is confirmed by the customer's electronic signature on this Telecommunications Purchase Agreement.

Monthly Services

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Elevate for Teams Advanced Integrated into Microsoft Teams, this license includes Elevate advanced communications features such as full featured PBX, SMS, advanced hunting and queuing, CRM integrations, unlimited local and long distance plus calling to 33 countries and analytics, a	\$24.99	\$24.99	60	\$1,499.40	\$1,499.40
Elevate Archiving 3 Year Retention Elevate Archiving Easily capture, store, and search through all your communications, including phone call logs and recordings, voicemail recordings and transcriptions, SMS, and Elevate Chat. The number of archiving licenses should match the number of Elev	\$5.00	\$5.00	60	\$300.00	\$300.00
Elevate AI Assistant (Beta) AI Assistant is a business productivity tool using Generative AI to help users access information more easily and automate repetitive or time-consuming tasks. (We are excited to offer this innovative service free of charge during this period. However, pl	\$0.00	\$0.00	60	\$0.00	\$0.00
Elevate Auto Attendant Auto Attendant (additional) - Elevate CloudOne Auto Attendant is included with the system. Any additional Auto Attendants require additional purchase.	\$8.50	\$8.50	2	\$17.00	\$17.00

Subtotal: **\$1,816.40**

Subtotal: **\$1,816.40**

Hardware

Description	Qty
Elevate Fanvil V64 (Promotional) An IP desk phone with a 3.5-inch 480x320 Color Screen, dual Gigabit Ethernet ports, built-in Bluetooth and Wi-Fi, and a USB port. Includes 8 physical line keys capable of 21 configurable positions for calls, presence, or speed dial.** FREE Promotional 10	60

Professional Services

Description	Price	Qty	Ext. Price
ProServices Pro ServicesProfessional system configuration with user/device provisioning services.	\$150.00	18	\$2,700.00
CLOUD-TRAIN-BASIC-REMOTE Total of 2 hours: 1 hr of end user training and 1 hr of admin training (REMOTE)	\$0.00	2	\$0.00

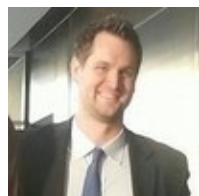
Subtotal: \$2,700.00

Fees & Tax

Description	Price	Qty	Ext. Price
Elevate Local Number Port Elevate Local Number Port Activation Fee	\$6.00	68	\$408.00
Shipping Shipping/HandlingShipping of equipment to Towner for provisioning services.	\$190.19	1	\$190.19
Elevate Fee Elevate Fee	\$298.20	1	\$298.20
Elevate Tax Elevate Estimated Tax (one time and recurring)	\$355.35	1	\$355.35

Subtotal: \$1,251.74

City of Lansing Elevate for Teams Advanced Quote



Prepared by:

Main Office

Keith Towner
913-780-3166
ktowner@townerkc.com

Prepared for:

City of Lansing

730 First Terrace, Ste. 2
Lansing, KS 66043
Joshua Gentzler
(913) 727-3233
jgentzler@lansingks.org

Quote Information:

Quote #: 000778

Version: 2
Delivery Date: 03/04/2025
Expiration Date: 04/04/2025

Quote Summary

Description	Amount
Monthly Services	\$1,816.40
Professional Services	\$2,700.00
Fees & Tax	\$1,251.74
Total:	
	\$5,768.14

Recurring Summary

Description	Amount
Monthly Services	\$1,816.40
Total: \$1,816.40	

Quote includes monthly recurring additions and/or additional materials needed for your cloud service. These will be added into your original contract co-terminus to original date. The total amount of the quote or "Due At Signing" must be paid in order to process order if there are materials. To approve this order please sign and return to Towner, we will then generate an invoice and email it you for payment. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. The undersigned acknowledges that they have received, read, accepted, and agreed to the Towner Communications, LLC. Terms of Service, and ALL Towner Communications, LLC Terms and Conditions incorporated by this reference. Your below indicates your acceptance of this proposal and agreement to pay Total Due at Signing. Terms and Conditions are available for review on our website www.townerkc.com. An invoice for Total Due at Signing will be emailed. This payment serves as pre-authorization and prepayment for your first month of services. Your next invoice will be processed the month following your account activation date. Invoice terms are NET 10. Towner Communications, LLC may apply late fees to delinquent invoices. Free phone promo requires minimum 12 months of monthly recurring payments, if customer terminates before 12 months, the remaining balance of promo phone cost will be invoiced.

Main Office

Signature: Keith Towner
Name: Keith Towner
Title: _____
Date: 03/04/2025

City of Lansing

Signature: _____
Name: Joshua Gentzler
Date: _____



Protect Your Organization and Leverage Intelligence:

The Value of Archiving for Your Unified Communications

Businesses' day-to-day communications are enriched with valuable knowledge, IP, and insights. Whether it's interactions with your customers and prospects, dialogues between your company's employees, or conversations with 3rd party stakeholders, they hold are substantial business value, and potentially business risks. Archiving allows organizations to better manage, analyse, and govern these interactions.

WHAT IS COMMUNICATION ARCHIVING?

Archiving automatically collects and preserves electronic communications such as voice calls, chats, SMS, video meetings, and email from your end-user channels and stores these items in a separate, centralized location.

This provides continuous historical access to your communications with intuitive unified search, preview, playback, exporting, and reporting functionality across all channels in a single, secure, and encrypted platform. Data retention durations are configurable based on business needs.

WHY SHOULD BUSINESSES HAVE ARCHIVING?

With the abundance of interactions being created every day across multimodal channels, organizations can utilize Archiving to safeguard and reap business value from these communications.



Address Disputes and Complaints

Disputes are unavoidable – Avoid the ‘he said, she said’ misinterpretations of the dispute. A call recording is a direct account of what occurred during the phone conversation and can help bring closure to a disagreement. Retain, retrieve and analyze contested calls quickly and efficiently.



Enhance Frontline User Performance

Frontline users are at the forefront of effectively representing your products, resolving issues, and answering customers’ questions. Review interactions for quality, feedback, and coaching. Leverage archived communications to develop skills and expertise for sales, customer service, and support agents.



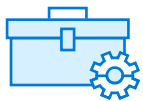
Adhere to Compliance

Preserve communications to comply with industry (HIPAA, FINRA, SEC, IROCC, etc.), state, and local regulations. Retaining these communications is mandatory by some regulators and is a must to avoid costly fines. Stay compliant with Archiving; preserve interactions, enable access controls, provide intuitive retrieval, and ensure tamper-proof storage.



Satisfy Legal Obligations

Produce interactions promptly for litigation cases, investigations, and eDiscovery requirements. Courts, regulators, and internal governance teams can rely on communication recordings as part of an investigation or court proceeding. Easily support identification, collection, and production of electronically stored communications.



Knowledge and Continuity

Whether due to employee turnover, temporary leaves of absence, or having a holistic view of a customer case, organizations can also preserve and share communications, ensuring continuity. Identify and resolve issues faster with Archiving and subsequently ensure higher customer satisfaction and overall experience.



Data Intelligence and Insights

Businesses can analyse and evaluate key themes, trends, and feedback from their conversations. Make more informed decisions, help generate revenue, and increase efficiency to reduce overall operational costs.

REAL-LIFE EXAMPLES



Logistics and Transportation

ORDER CONFIRMATION

Verify and confirm orders based on historic messages and verbal interactions.

Ensure you have the correct summary; re-listen to call records and review messages.

Solution

Archiving with 3 Year Retention



Auto Dealership

RESOLVE DISPUTES

A dispute has arisen over whether a payment-plan disclaimer was conveyed to a customer.

Recordings provide accurate accounts of conversations and facilitate accurate resolution.

Solution

Archiving with 3 Year Retention



Inside Sales

SALES COACHING

Managers are looking to review sales agent calls for correct selling practices and general performance.

Provide targeted feedback to employees and review agents' interactions over a sample of engagements.

Solution

Archiving with 1 Year Retention

ARCHIVING FOR UC

Our state-of-the-art Archiving platform is more than just information storage, it is designed to preserve and protect your organization's communications. Archiving automatically collects phone call recordings, voicemails, agent chats, SMS messages, video meetings, and more. With fast, powerful, contextual search, millions of files can be queried using dozens of properties in seconds. Choose to store data for as long as the business case requires – with retention options ranging up to ten years.

QUESTIONS? CONTACT US TODAY!



Archiving: Compliance Module

Enhance your Archiving platform with Supervision and Case Management functionality

Supervise and review electronic communications

Spot violations and risks before they become fines and headlines

Conduct eDiscovery and internal investigations

Compliance and Case Management made easy

Archiving empowers your business to capture, preserve and quickly retrieve all your unified communications interactions, covering calls, SMS, chat, video meetings and other communications capabilities.

With the Archiving Compliance Module, users can enhance and simplify compliance and e-discovery processes, reducing the time, cost and effort of supervision and case management of their archived communication data. Whether the need is to monitor these communications to stay compliant with global regulatory requirements, respond to litigation and regulatory requests, or prepare for investigations, Compliance Module has you covered.

Compliance Module offers enhanced functionality for:

1. SUPERVISION and MONITORING:

Helps you proactively spot and quickly review red flags in your employees and customers communications to more effectively prevent risk. Build supervision workflows to efficiently reveal risk using custom lexicons and policies.

2. LEGAL CASE MANAGEMENT:

Reduce the time and cost of e-discovery and review with powerful search and case management tools. Rapidly collect, analyze, and assess information across a broad range of communications, all preserved securely in evidentiary formats.

WHY BUSINESSES NEED COMPLIANCE MODULE:

With the recent regulatory updates in the Financial Services, Insurance, Energy and other regulated industries, compliance professionals are tasked with demonstrating reasonable supervision to regulators. This is driving compliance professionals to pursue new ways to be more effective and efficient in managing their organization's communication data with the same or fewer resources.

Additionally with the increase in litigations, investigations, and general regulations, legal, HR and executive teams must identify and preserve relevant communications, initiate legal holds, conduct first pass reviews, and export all electronic communications data on-demand with limited time and resources.

Professionals can leverage the Compliance Module functionality, simplifying the process of supervision and monitoring, as well as eDiscovery processes by enabling users to:

- Leverage a robust policy engine and purpose-built policies and automate the systematic process of identifying important and relevant communications associated with policy hits.
- Filter large communication data sets quickly down to a manageable size, ensuring a more efficient process of selecting and reviewing the relevant messages. Whether you are reviewing within the platform or exporting for further analysis in third party tools, reduce time for collection, review, and subsequent legal action.



COMPLIANCE MODULE CAPABILITIES:



SUPERVISION & MONITORING

Empower your compliance team with a purpose-built supervision solution:

Compliance Policies: Compliance users can create and back-test compliance policies that will be executed against all uploaded documents, allowing automatic categorization of spam or high-risk communications and significantly reducing the time to manually review data.

Lexicons: Users can create lexicon lists of key words and phrases. Multiple lexicon lists can be built and attached to policies.

Assign and Escalate: Assign documents to individuals within the compliance teams and escalate documents for additional review.



LEGAL CASE MANAGEMENT

Streamline your case management process, and respond to litigation, investigations or regulatory requests:

Case Management: Employ a complete case management workflow to identify communications that need further investigation, assign them to privileged users for review, and author case policies that will automatically add relevant documents to a case.

Tags and Filters: Surface relevant content and enrich with tags for further downstream legal review. Quickly reduce volume and export relevant data from the Archive for use in third-party legal review applications, or continue your legal reviews in-app.

Legal Holds: Legal Hold (litigation hold) enables organizations to preserve potentially relevant information when litigation is pending or reasonably anticipated. Quickly place an unlimited number of legal holds across all your captured content sources. All associated communications are protected from deletion and automatic disposal processes.

Export: Export all relevant documents to a standards-based format (e.g. CSV, Original Format). Ensure your end users and downstream legal review solutions get your data in seconds.

QUESTIONS? CONTACT US TODAY!

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Elizabeth Sanford, Finance Director
DATE: July 1, 2025
SUBJECT: Ordinance No. 1133 – Sewer and Solid Waste Assessments

Pursuant to Chapter 16, Utilities, Section 16-116 and 16-209 (e) of the City's Code of Ordinances, a copy of Ordinance No. 1133 listing the account name, property address, and delinquent amounts for customers whose accounts are at least two (2) months past due is attached for your review. Upon adoption by the City Council and subsequent publication in the Leavenworth Times, this Ordinance shall constitute a lien against the real estate for which service is supplied.

One hundred fourteen (114) properties with a total delinquency of \$131,429.97 are listed on the ordinance.

Staff does not submit this ordinance for assessment until August 25, 2024. Residents are given the opportunity to be removed from the Ordinance by setting up a payment plan with the city before that date. Unfortunately, some residents default on their payment plan after the Ordinance has been published and submitted to the County for assessment against the property. Staff has informed each resident interested in setting up a payment plan that the account will be submitted to a third-party collection agency if the resident misses a payment.

Action:

Staff recommends a motion to adopt Ordinance No. 1133 for assessment of delinquent sewer and trash bills.

AGENDA ITEM # 5

ORDINANCE NO. 1133

AN ORDINANCE LEVYING ASSESSMENTS FOR UNPAID CHARGES AGAINST EACH LOT & PARCEL OF GROUND AS A SPECIAL ASSESSMENT TO CONSTITUTE A LIEN UPON THE PROPERTY FOR THE AMOUNT OF DELINQUENT FEES FOR SOLID WASTE DISPOSAL & SEWER ASSESSMENT OF THE CITY OF LANSING, KANSAS.

WHEREAS, section 16-116 and 16-209 (e) of the City of Lansing, Kansas, Code of Ordinances require the Finance Department to compile a list of all customers who are at least two (2) months delinquent on their solid waste Disposal and sewer services bills; and the Governing Body shall, by ordinance, levy and assess the charges and/or penalties against each lot or parcel of ground served as a special assessment.

WHEREAS, said Governing Body of the City of Lansing, Kansas, has determined that the cost for said services rendered be levied and assessed against each lot or parcel of ground for the unpaid charges as a special assessment, which shall constitute a lien upon the property for the amount of said delinquent fees.

WHEREAS, the assessment shall be collected at the same time and in the same manner as ordinary county ad valorem property taxes, subject to the same penalties and procedures provided for such taxes, and all laws applicable to the collection, levy and enforcement of county ad valorem property taxes.

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

SECTION 1. Special assessments to pay the cost, including late fees and accrued interest, of the solid waste collection and waste water collection, and treatment, of the City of Lansing, Kansas, be and the same are hereby levied against the several lots, pieces, and parcels of land liable for such special assessments as a result of their failure to pay the unpaid charges as delinquent fees, as follows, such lands being in the City of Lansing, Leavenworth County, Kansas:

ADAMS	JENNIFER	871 HOLIDAY DR	\$432.18
ALLEN	BLAZE	409 CARAWAY PL	\$355.34
ALLIGOOD	TIFFANY	103 E MARY ST	\$333.60
ANDREWS	ADIA	132 E KANSAS AVE # A	\$244.63
ARAUJO	LUIS	607 WILLOW CT	\$1,307.71
BABCOCK	DAVID	109 N BROOKRIDGE ST	\$1,484.87
BECK	HEATHER	809 SOUTHFORK ST	\$775.90
BEEMAN-KLEMISH	KATE	615 BROOKMEADOW RD	\$494.00
BERNARD	WILLIAM	119 E LOIS ST	\$1,324.31
BOWEN	RICHARD	130 EMILE ST	\$1,967.38
BOYDSTON	MARILYN	105 SOUTHFORK RD	\$4,314.52
BROWN	SARAH	702 HOLIDAY DR	\$297.52
BRYANT	VERA	134 W KAY ST	\$293.96
BULLARD	TONYA	326 OAKHILL ST	\$782.10
CANONICA	IRENE	126 E KANSAS AVE	\$1,191.20
CARL	SAMANTHA	207 CARRIAGE CROSSING	\$400.68
CARPENTER	JENNIFER	409 S DESOTO RD	\$343.90
CARTER	ROBERTA	417 FAIRLANE ST	\$568.67
CASE	LOREEN	102 CRESTVIEW TER	\$1,785.12
CASE	RYAN	709 HOLIDAY DR	\$2,127.95

CHOATE	PAUL	114 WOODLAND RD	\$769.30
CLARK	JEFFREY	126 FERN ST	\$3,214.86
CONNEL	MICHAEL	211 E KAY ST	\$380.14
COPE	LACY	715 N 2ND ST	\$1,684.07
DAVIS	HEATHER	405 BROOKWOOD ST	\$1,202.65
DIDDE	STEPHEN	509 S 1ST ST	\$1,856.28
DIPMAN	TIFFANY	711 S BITTERSWEET CT	\$330.47
DOBY	JENNIFER	521 CARAWAY PL	\$461.14
DUBOIS	BRIAN	717 S DESOTO RD	\$343.90
EVERETT	JACKIE	114 S 3RD CT	\$834.75
FLORES-HEATH	GINNY	821 STONECREST DR	\$787.87
GALLEGOS	ANGELES	1214 N 7TH ST	\$1,174.43
GARNETT	BERNICE R	412 HOLIDAY DR	\$776.00
GARRETT	BRANDON	220 VALLEY DR	\$1,412.45
GARZA	ANITA	312 W OLIVE ST	\$283.90
GATSON	ROYAL	332 SAGE ST	\$218.13
GILBERT	RANDALL	304 BITTERSWEET LN	\$1,920.52
GLENN	JULIE	329 OAKHILL ST	\$1,864.16
GOSS	JESSICA	525 HITHERGREEN DR	\$277.38
GOZO-GOODMAN	SANDRA	599 MORGAN ST	\$437.72
GRAMMER	SHALLON	807 IDA ST	\$1,327.29
HANSEN	LISA	601 1ST TER	\$577.63
HEATH	STEVEN	327 FAIRLANE ST	\$856.95
HENDERSON	MELISSA	116 W KAY ST	\$733.27
HIGINBOTHAM	JOSEPH	809 ENGLEWOOD ST	\$679.62
HILEMAN	ELIZABETH	409 HILLCREST ST	\$1,678.40
HOLDEN	DAVID	117 J ST	\$202.40
HOWELL	PATRICIA	875 HOLIDAY DR	\$1,731.97
HOWLETT	GINA	831 BLUEBERRY ST	\$2,031.50
HUNDLEY	CHASE	127 PARK VIEW CT	\$2,087.77
JENSEN	VICKI	105 TIMBERCREEK CIR	\$1,292.87
JOHNSON	TODD	14092 ROBIN RD	\$401.18
JOHNSON	LESLIE	401 FAIRLANE ST	\$297.00
JOHNSON	RANDY	990 PEBBLEBEACH DR	\$1,090.11
JONES	CURTIS	703 IDA ST	\$1,236.65
KRAMER	SHARON	508 S 2ND ST	\$522.60
KRISS	COURTNEY	119 ETHEL LN	\$273.30
KRITES	CHAD	504 1ST TER	\$1,358.48
LEHMAN	JESSICA	296 HOLIDAY DR	\$1,156.17
MARTIN	GARRETT	116 BITTERSWEET LN	\$745.50
MARTIN	THOMAS	310 HIGHLAND RD	\$2,323.22
MARTINEZ	JOSEPH	938 STONECREST DR	\$1,579.27
MCKERNAN POLLARD	JAMIE	825 STONECREST DR	\$2,007.80
MENZEL JR	JOHN C	416 HILLCREST CT	\$249.45
MILLER	JUDI	202 CANYON VIEW DR	\$473.54
MILLS	CHRISTINA	440 HITHERGREEN DR	\$394.60

MISKOWIC	SARAH	213 HIGHLAND RD	\$873.71
MITCHELL	BETTY	128 OAKRIDGE CT	\$569.80
MONTGOMERY	TRENTEN	110 E LOIS ST	\$534.31
MOORE	SAMANTHA	922 N 4TH ST	\$502.19
MULVANEY	MELISSA	216 OAKRIDGE ST	\$894.87
MURPHY	SONYA & DUSTIN	406 WYNDHAM DR	\$226.94
NICHOLS	BRANDI	114 ELMWOOD DR	\$1,732.70
NOYAS-JONES	DEDAN	326 HIGHLAND RD	\$596.60
PARKS	MARY	593 E CONNIE ST	\$2,020.01
PAYNE	KRISTYN	220 FAWN VALLEY ST	\$237.40
PEEL	TARA	111 E LOIS ST	\$238.57
PINA	CIJI	708 BROOKWOOD ST	\$1,827.08
QUINTANA	LAURA	542 HITHERGREEN DR	\$2,114.70
RAMIREZ	GABRIEL	302 BAMBI CT	\$673.49
RAY	AARON	1212 N 7TH ST	\$491.74
SANCHEZ	DARIEN & HOLLY	702 BROOKWOOD ST	\$337.15
SANDERSON	JASON	120 KAREN LN	\$2,177.76
SAWYER	CHERYL	119 ELMWOOD DR	\$1,210.00
SCHMALBECK	ANNIE	707 HOLIDAY DR	\$2,576.33
SCHROEDER	KELLY	312 HOLIDAY DR	\$204.00
SCHWANZ	DAVID	122 MEADOW LN	\$3,352.10
SCOTT	LISA	542 CREEKSIDE CT	\$2,164.34
SIMS	MANUEL	300 BROOKWOOD ST	\$270.52
SKAGGS	JON	1014 N 3RD ST	\$2,338.07
SMART	BRIANNA	439 HITHERGREEN DR	\$2,517.48
SMITH	ANTHONY	140 S ETHEL LN	\$569.06
SMITH	KAITLYN	516 IDA ST	\$7,236.75
SNODGRASS	MICHAEL	265 HOLIDAY DR	\$1,328.00
STALTER	ERIC	213 FAWN VALLEY ST	\$1,980.65
STAMATAKIS	JENNIFER	1052 WYNDHAM DR	\$243.69
STIMAC	MEGAN	427 HITHERGREEN DR	\$1,651.50
SUTTON	GEORGE	126 BROOKWOOD ST	\$1,159.53
TAVIS	STEPHANIE	121 J ST	\$347.75
THOMAS	WAYLON	801 MERION ST	\$2,064.56
THOMPSON	KARA	503 FORESTGLEN LN	\$618.02
VALENT	CHELSEA	107 S 3RD ST	\$208.47
VAN DE BERGHE	KELLY	124 FERN ST	\$1,808.61
VANDERPOOL	JAMES	606 MORGAN ST	\$264.89
WACKER	TERRIE	308 E KANSAS AVE	\$1,782.14
WAHLBERG	JAIMIE	107 SOUTHFORK RD	\$556.34
WALDREN	KIMBERLY	619 MEADOWLARK RD	\$1,621.40
WALSH	CHARMAINE	1113 N 2ND ST	\$411.40
WALSTRUM	MARK	309 FAWN VALLEY CT	\$2,047.19
WAUN	KRISTINA	513 CARAWAY PL	\$1,678.31
WEDDLE	TIM	1008 N 4TH ST	\$1,499.72
WHEELER	JEFFREY	1104 N 3RD ST	\$2,146.11

WORKMAN	STEPHANIE	138 FAIRLANE ST	\$708.31
WUERZBERGER	JANE	543 CREEKSIDE CT	\$451.51

SECTION 2. This ordinance shall take effect after publication once in the official city newspaper.

PASSED AND APPROVED by the Governing Body of the City of Lansing, County of Leavenworth, State of Kansas on this 3rd day of August 2025.

{SEAL}

ATTEST:

Tish Sims, City Clerk

Anthony R. McNeill, Mayor

APPROVED AS TO FORM:

Published: *Leavenworth Times*
Date Published:

Gregory C. Robinson, City Attorney

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Joshua Gentzler
DATE: July 6, 2025
SUBJECT: Executive Session – Preliminary Discussion of Real Property Transaction

Executive Session will be called for fifteen (15) minutes the preliminary discussion of a transaction of Real Property, per K.S.A 75-4319(b)(6).

AGENDA ITEM # 6

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: July 1, 2025
SUBJECT: Executive Session – Consultation with Attorney

Executive Session will be called for consultation with Attorney for the City which would be deemed privileged in an Attorney-Client relationship, K.S.A. 75-4319(b)(2) for a period of fifteen (15) minutes.

AGENDA ITEM # 7



City of Lansing
800 First Terrace
Lansing, Kansas 66043

City Administrator's Report
July 3, 2025

Agenda Items:

A contract to sell three acres to Kansas City Kansas Community College for \$95,000 is on the agenda for Thursday evening. This will bring their total land amount in Lansing to 15 acres. The City will have a right of first refusal (ROFR) should the property not develop. KCKCC President Dr. Greg Mosier will be in attendance to give an update on their timeline and current progress.

An application for Ginger Riddle to be reappointed to the planning commission is on the agenda for Thursday night.

A five-year service agreement with IdeaTek Telcom, LLC for \$69,180 is on the agenda. The City received three quotes from service providers for this update. Staff will be present to provide an update to the Council about the background that sparked the necessity for this upgrade.

Pursuant to Chapter 16, Section 16-116 and 16-209(e) of the City's Code of Ordinances, a copy of Ordinance No. 1133 listing the account name, property address, and delinquent amounts for customers who are at least two months past due is attached for review. Upon adoption by the City Council and subsequent publication in the Leavenworth Times, this Ordinance shall constitute a lien against the real estate for which service is supplied. There are presently 114 properties with a total delinquency of \$131,429.97. Staff does not submit this until August 25th, so residents have time prior to that date to pay the balance or begin a payment plan.

A 15-minute executive session for attorney client privilege is on the agenda for Thursday night.

A 15-minute executive session for land acquisition is on the agenda for Thursday night.

Library:

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

Parks & Recreation:

The aquatic center has sold 258 season passes thus far. Additionally, including daily fees, punch cards, and season passes, the aquatic center has generated \$48,067 thus far.

Registration for fall sports begins in July and concludes on July 31st. Fall Parks & Recreation sports include youth soccer, youth football, and youth cheerleading. Residents can register online at www.lansingks.org/parksrec or in person at the Parks & Recreation office.

Public Works:

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

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

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

The West Kansas streambank stabilization project approved last month is slated to begin in the next week.

Wastewater:

Construction on the Town Centre Trunk Sewer Replacement Project began on February 2nd. Approximately 875 linear feet of sewer line has been installed, and the project is gradually proceeding as they grind rock. This project is scheduled to be completed by mid to late September.

Manholes have been ordered for the Ida/Gamble project and should arrive after the July 4th holiday. The existing pipe abandonment is scheduled to begin sometime during the week of June 30th. Construction will begin during the school summer break, as Ida Street and Gamble 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.

Field crews from GBA completed the manhole survey and evaluations in May. Ace Pipe Cleaning has completed the cleaning and televising of sewers within the project area. Future work includes smoke testing and dyed water testing during the drier ground conditions.

Year End Sales Tax Update:

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 \$360,848 this year. The special sales tax to pay for DeSoto Road and Bernard Park Improvements also generated \$360,848 (both special sales taxes are for the same amount, .45%). At this rate, both special sales taxes would generate \$721,696 by the end of the year.

Meetings & Announcements:

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

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

For the last four years, the City has partnered with the Lions Club and Kiwanis Club to sponsor a blood drive in the Community Center every three months. Last week's blood drive generated 47 units, which can be used to assist nearly 150 people. Betty Klinedinst organizes the blood drive.



City of Lansing
800 First Terrace
Lansing, Kansas 66043

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

- Thursday, July 3 City Council Meeting, 7:00pm, City Hall
- Friday, July 4 Independence Day Holiday, City Offices Closed
- Wednesday, July 16 Planning Commission Meeting, 7:00pm, City Hall
- Thursday, July 17 City Council Meeting, 7:00pm, City Hall
- Thursday, July 31 City Council Work Session, 7:00pm, City Hall
- Thursday, August 7 City Council Meeting, 7:00pm, City Hall
- Thursday, August 21 City Council Meeting, 7:00pm, City Hall
 - Budget Public Hearing

Sincerely,

Tim Vandall