

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

1. Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

2. Graduation of 2021-2022 Citizens' Academy Participants

NEW BUSINESS

3. Request to Approve 2022 Flow Monitoring Study and Master Plan Update
4. 2022 Independence Days Event Fireworks
5. Consent to Assignment for the License Agreement and Economic Development Incentive Agreement for deployment of RG Fiber
6. Resolution No. B-1-2022 - Notice of Public Hearing on the Advisability of Modifying a Community Improvement District known as the 555 N. Main Street Community Improvement District in the City of Lansing, Kansas

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

PROCLAMATIONS

OTHER ITEMS OF INTEREST

7. Monthly Vehicle Reports

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: Shantel Scrogin, Assistant City Clerk
DATE: March 11, 2022
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of March 3, 2022, are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting March 3, 2022, as presented.

AGENDA ITEM

CITY OF LANSING
CITY COUNCIL MEETING

REGULAR MEETING MINUTES
March 3, 2022

Call To Order:

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

Roll Call:

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

Councilmembers Present:

- Ward 1:** Gene Kirby and Dave Trinkle
- Ward 2:** Don Studnicka and Marcus Majure
- Ward 3:** Jesse Garvey
- Ward 4:** Gregg Buehler and Dan Clemons

Councilmembers Absent: Kerry Brungardt

OLD BUSINESS:

Approval of Minutes: Councilmember Garvey moved to approve the Regular Meeting Minutes of March 3, 2022, as presented. Councilmember Studnicka seconded the motion. The motion was unanimously approved.

Audience Participation: Mayor McNeill called for audience participation and there was none.

Presentations

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Ordinance No. 1080 – Amend Chapter 15, Article III, Section 306 of the Code of the City of Lansing, Kansas: Councilmember Buehler moved to approve Ordinance No. 1080. Councilmember Garvey seconded the motion.

- Councilmember Clemons stated we have a wide variety of residents in our town, anywhere from 27 acres to a third of an acre. I assume this ordinance would apply to all of them. When we are looking at 14-foot, I went around my neighborhood. Not a single one of our driveways would accommodate anything 14-foot from the curb. Is that our intent to not have anybody parking in driveways?
 - ⊖ Community and Economic Development Director Matthew Schmitz responded generally the area from the curb to the right of way line is roughly 14-15 feet. Items should be stored on private property and not in the right of way, not in the public area of the street. If your driveway is fifty feet long, for instance, which I know there are some subdivisions that aren't that long, you would still have room to store something in there-
 - Councilmember Clemons replied, on our cul de sac, mine is twenty-six feet.
 - Community and Economic Development Director Matthew Schmitz asked from the curb?
 - Councilmember Clemons responded total from my garage door to the curb twenty-six feet. I barely have enough room for two cars, and I can't do it without blocking the sidewalk.
 - Community and Economic Development Director Matthew Schmitz stated I know the majority of subdivisions you can't park two cars without blocking the sidewalk.
 - Councilmember Clemons responded I understand but the ordinance says 14 foot and you can't block sidewalks which would eliminate anything in any of our area where I live that I have canvased. I think that might be a problem. There's no accommodations for loading and unloading just addressing parking.

- Community and Economic Development Director Matthew Schmitz stated there is an accommodation for loading and unloading, which includes allowing three day parking on the street.
 - Councilmember Clemons responded again I live at the top of the cul de sac on a hill. If I park in front of my house, I'm blocking the driveways to my left and right and I have a fire hydrant in the middle of my yard. I can't park on the street unless I go down the hill. I just think we need to take the time to make sure the ordinance does what we intend it to do. I understand the safety. I understand we don't need to block our neighbors. We need to be courteous and respectful. I don't think we need to rush into this and make seventy five percent of our homeowners not be able to park in their driveways.
- Mayor McNeill stated so they are still allowed to park in their driveway as long as it's from the very curb to the vehicle there is 14-foot.
 - Community and Economic Development Director Matthew Schmitz replied correct.
 - Mayor McNeill asked you're saying in some areas, there is no 14-foot?
 - Councilmember Clemons responded there is not 14 foot left after you deduct 14-foot. So, my 5x8 trailer might fit. A utility trailer but nothing else would.
 - Mayor McNeill asked anybody else want to comment.
 - Councilmember Garvey stated I guess if there are concerns like that, we should have brought that up during the work session. We had a work session on this. Didn't we?
- Community and Economic Development Director Matthew Schmitz replied yep.
- Councilmember Garvey asked why wasn't it brought up then I guess is my question.
 - City Administrator Tim Vandall stated we can double check on all of this stuff too, if that is the direction of the Council. Mr. Clemons if you want to be on a committee with Matt, myself and anyone else who wants to.
 - Councilmember Clemons stated I just want to do it right. I will be on the committee. I have no problem with that. I just want to do it right for our citizens.
 - Community and Economic Development Director Matthew Schmitz stated Merriam and Shawnee both had 14-foot rules on their books too. There are other cities that we looked at too that have that rule.
 - Councilmember Clemons replied I know you didn't come up with these numbers just out of the air. I understand that.

- City Administrator Tim Vandall stated the data discussed at the work session came from at least ten different cities, and that staff is ready to work on the concerns of the Council.
 - Councilmember Buehler stated I understand Dan's point. My concern is the sidewalk.
 - Community and Economic Development Director Matthew Schmitz responded there were already codes in place to prevent sidewalks from being blocked.
 - Councilmember Buehler replied it happens all the time there's a car blocking the sidewalk. So, I can withdraw my motion if that is what we want to do.
- Councilmember Garvey stated I have to withdraw my second first.
 - Mayor McNeill stated it's up to the Council. If you want to withdraw your motion, then the second and table it for future discussion, that's fine. If not, we can do the vote.
 - Councilmember Kirby stated I think we are looking for something that is going to fit a hundred percent of the time and that is not going to happen either.
- Councilmember Garvey responded we're not going to make everybody happy.
 - Councilmember Clemons replied I understand that. I just want to make sure it's something that is defensible.
 - Mayor McNeill asked who made the motion.
- Councilmember Majure stated I didn't know what the average driveway length was.
 - City Administrator Tim Vandall responded it varies so much.
 - Councilmember Majure replied we do have a large community of Lansing with very short driveways.
 - Councilmember Trinkle asked there is also a lot of them parking too close to corners so does that fit into any of that. Or too close to the stop sign.
 - Community and Economic Development Director Matthew Schmitz stated the other things I would point out to most of our residential districts have a thirty-foot building setback. So, in your particular case, there had to be some sort of variance done or something in order for the home to be that close. The idea there is of course is thirty feet setback plus your right of way distance which is fifteen or so. So, in essence you'd have thirty feet for them to park whatever they wanted to park according to what our zoning shows now.
 - Councilmember Clemons stated our phase started in '95.
 - Councilmember Clemons replied but we still have two hundred houses in our phase that the only ones that have long ones that are on DeSoto. The six houses on DeSoto Road have long

roads. The other hundred eighty-two, not so much.

- Community and Economic Development Director Matthew Schmitz stated you could so, just throwing an idea out there, you could also amend. I think you could approve it and then amend that distant down from fourteen to ten or fourteen to whatever number you wanted to use. That way if you did that, we'd just update the ordinance and then go forward with filing it. So that is another option.
- Councilmember Trinkle asked I probably wasn't here when that was discussed but was there a reason why the whole situation was brought up.
- Community and Economic Development Director Matthew Schmitz replied we have quite a few RVs throughout the entire city that are right on the curb line.
 - Mayor McNeill responded it's complaints that the RV's are sticking across the driveways, people have to walk around them, go in the street, kids have to walk around then and go into the street. It's a safety hazard as well as an issue.
 - Councilmember Garvey stated remind me, didn't we have the solid surface parking too. We were allowed to park in the grass before.
 - Community and Economic Development Director Matthew Schmitz replied we made it clearer. There was a requirement before that it had to be on a permanent surface, but it wasn't very clear, and it was always a point of contention whenever we would talk to somebody. Because everybody, of course, has their viewpoint. So, we made it more clear by making it very explicit in there that it has to be on appropriate surface
 - Councilmember Garvey responded I'm sure a lot of people don't want your neighbor parking on the grass, their RV, boat or anything.
 - City Attorney Greg Robinson asked Matt could you carve out an extension for cul de sac for that because most cul de sacs don't have sidewalks around them.
- Councilmember Clemons responded if I may, the only problem with that is that is where the complaints came in. They were on the cul de sac's, they were sticking out, blocking neighbors drives.
 - Community and Economic Development Director Matthew Schmitz replied some of them did. The things I worry about when you start carving it out based on that is you're not treating everybody the same.
 - Mayor McNeill stated it's not a universal ordinance.
 - Councilmember Garvey stated that is what I think when you go from the fourteen to the ten. You got someone with a thirty-foot RV that is going to say you allow a ten-foot RV to park in their driveway. I think you should stick with what you got. You're not discriminating. You're going with what you've seen in the past. You're going with right of way.
 - Community and Economic Development Director Matthew Schmitz responded and we're also going with what other cities have already adopted. Again, it's up to the Council.

- Councilmember Garvey replied whatever you guys want to do. I will withdraw my second if you want to table it but whatever.
 - Councilmember Clemons stated I have no problem working on the committee. If you want us to look at it, we can do it.
 - Mayor McNeill stated it's up to the Council.
 - Councilmember Garvey stated I withdraw my second.
 - Councilmember Buehler responded I withdraw my motion.

Councilmember Buehler moved to table Ordinance No. 1080. Councilmember Garvey seconded the motion. The motion was unanimously approved.

Structure Removal Cost Share Request – 400 E. Eisenhower Rd: Councilmember Kirby moved to approve removal costs up to \$10,000 to remove ten mobile homes. Councilmember Clemons seconded the motion.

- Councilmember Trinkle stated when you are talking about removing, I understand that. A lot of them need to be removed. What are you guys going to do about the one that has all the junk stacked around it. Is all that stuff going to go. You're not going to have the cars on jack stands.
 - Mayor McNeill stated you have to identify yourself and give us your address.
 - My name is Brady Hanna, this is Jeff Boor. We're both owners of Parkwood Court and Parkwood North Mobile Home parks. Address is 90 Royal Dr, Kansas City, Kansas. To answer your question, that is a big part of our efforts is cleaning up all the abandoned cars, just walking through there, I counted six the other day.
 - Councilmember Trinkle stated you are doing such a fine job on everything. Right now, I drove through today, you see the first four or five trailers going in look like a savage yard. All that has got to go.
 - Brady Hanna responded that's it.
 - Councilmember Trinkle asked if they own the trailers, do they have to move the trailers.
 - Brady Hanna replied so if they own the trailers then we force them to clean it up. We are scheduling a clean up day right as soon as the weather warms up a bit.
 - Jeff Boor stated April.
 - Brady Hanna stated we're bringing in two 40-yard dumpsters and encouraging everyone to clean up their yard. Our staff is coming to clean up with them. We're going to set a date after that if they don't clean up their yard by that day, we're doing it for them, and we'll charge them because it's just part of cleaning up the area.
 - Councilmember Trinkle stated that was just some of the questions asked. You guys are going out the way to make it

look really nice and you got these that still have stuff stacked in the yard.

- Brady Hanna responded it has been neglected for years. We're excited to go in and turn the park around. That is something we're excited about. If any of you have driven through Parkwood Court by the ball diamond right, there. We bought it a year ago and we've brought in, renovated thirty plus trailers, sold them off to families that are living there, cleaned it up. There was tires, there was all sorts of stuff when we bought it. That has been cleaned up as well. So, we're excited to get Parkwood North cleaned up as well.
 - Councilmember Garvey asked is that your first one Parkwood in North Kansas City.
 - Jeff Boor replied first one in Lansing.
 - Brady Hanna replied we have nine parks total.
 - Jeff Boor replied nine total.
 - Councilmember Garvey asked you guys aren't renovating the one in Bonner Springs right now are you.
 - Jeff Boor responded no.
 - Brady Hanna replied no.
 - Councilmember Garvey stated I noticed they are working on that, and it looks really nice.
 - Jeff Boor stated we've got a tree company coming in to fix all the tree issues. Eventually we'll fix the roads once we move the homes in. Our plan is, we don't rent, we just sell, and they've got to have a down payment.
 - Councilmember Trinkle stated I've lived here all my life; it was one beautiful park at one time. It was really fixed up. They had gardens and different things.
 - Jeff Boor responded what we try to do is instill pride of ownership with people that are there. Give them a chance to clean it up themselves and if they don't, we'll go in and show them we're going to clean the park up. They've got a chance to do it and if they don't, we'll do it for them.
 - Councilmember Trinkle asked am I understanding right are all the houses from your deal, are all the houses are coming down, all the wood structures.
 - Jeff Boor replied everything around the homes.
 - Brady Hanna replied homes, decks, all of that.
 - Jeff Boor responded it will be a completely clean lot. Trees will be cleaned up.
 - Councilmember Trinkle asked the original house is going to go too.
 - Jeff Boor replied the house right now is not.
 - Brady Hanna responded it's being fixed up.
 - Jeff Boor responded we're going to renovate that as well, fix the roof.
 - Brady Hanna replied take off the front enclosed porch that is funky. It'll be nice

- Jeff Boor stated we have one of rehab guys that is actually renting it and fixing it for us while he is there.
- Councilmember Trinkle stated good luck.
 - Mayor McNeill asked ok, any other questions.
 - Councilmember Kirby stated I don't have any questions. I got a couple comments. The first one is thank you. Sincerely. I drove through there yesterday. I ignored the no trespassing sign. There is a story behind that sign and I'm the reason that sign is there. You certainly have taken on quite the task, a chore. Dave and I that is in on our ward. I sincerely thank you guys for taking this on and making an effort to clean it up.
 - Jeff Boor responded the demand for affordable housing here in Lansing is crazy. Parkwood Court, our homes sell before we show them. We have people lined up. We've got six now that are listed, they will be sold in a week or two. That park will be full quickly. We plan the same thing at Parkwood North. It's just going to take some time to get the homes to come out. To get things cleaned and make it appealing for people to want to live there.
 - Councilmember Kirby stated this isn't something that is just going to snap overnight. I get that. The only other comment that I would make on that would be I look forward to and hope that the relationship between the city and the owners is a whole lot better than it used to be.
 - Brady Hanna replied that is our intent. It's been a joy working with Matt.
 - Councilmember Kirby stated well you didn't have to say that in public. But anyways, good luck and Dave lives there. I drive by it all the time. It wasn't until I actually drove in so I went down to the one south first. Just immediately upon driving in and was like wow this is great. We drove the other one this afternoon so good luck.
 - Jeff Boor replied thank you.
 - Brady Hanna replied thank you.
 - Councilmember Trinkle stated you've got a lot of neighbors that are very happy this is happening, what is going on. And you'd be surprised how that puts initiative on the neighbors to do some renovations to their homes. Not necessarily at the trailer park but just house and stuff that need to be around the neighborhood. There's a considerable difference of people getting a little bit more ambitious.
 - Jeff Boor replied that is great.
 - Mayor McNeill responded contagious.
 - Councilmember Kirby stated well this is what they do. They know what they got themselves into.
 - Councilmember Studnicka stated I got a question. The \$10,000 cost is coming out of the city pocket. You say it exceeds our current policy, by how much.
 - Community and Economic Development Director Matthew Schmitz replied so our current policy allows for fifty percent reimbursement up to \$4,000 but that is also structured in mind, when that policy was written we were thinking about single family homes. That type of stuff. Not a trailer park situation like this. We've actually had some

internal discussions about amending that policy and adding \$1,000 per trailer in there for mobile home type parks like this, it's already actually in the policy is something we would do.

- Councilmember Trinkle responded we did that for the duplexes, wasn't that what we were going to do add it onto the duplexes at that time too.
 - City Administrator Tim Vandall replied single family and I think maybe we did do a duplex or two.
 - Mayor McNeill stated we could do them individually and do the cost that way too.
 - Community and Economic Development Director Matthew Schmitz responded it seems like a lot of excessive administrative work to do ten requests.

The motion was unanimously approved.

Library Board Appointment: Councilmember Kirby moved to appoint Timothy Moran to the Lansing Community Library Board to fill an unexpired term ending April 30, 2023. Councilmember Studnicka seconded the motion.

- Mayor McNeill stated thank you very much Tim.

The motion was unanimously approved.

REPORTS:

Department Heads: Department Heads had nothing to report.

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

City Administrator: City Administrator Tim Vandall let the Council know a representative from RG Fiber will be at the next meeting to brief on their timeline. He also introduced the new City Clerk, Tish Sims. She spent ten years as an assistant City Clerk, four years as a City Clerk and was just certified as a CMC. We are thrilled she is joining the team.

Governing Body: Councilmember Clemons welcomed Tish and thanked Mr. Moran for volunteering. Councilmember Trinkle welcome both Tim and Tish.

Councilmember Kirby joked with Tish that he hopes she made the right move and is glad she is here. He wishes there was more we could do for Ukraine.

Councilmember Majure thanked Tim and welcomed Tish aboard. He thanked the Parkwood North men for cleaning up the parks.

Councilmember Garvey thanked Tim for serving and welcomed Tish to the team. He agrees with Councilmember Kirby about Ukraine and what they are going through. We take advantage of things we can do here freely. He is disappointed in our government for not backing up the Ukraine more.

Councilmember Buehler thanked Tim for volunteering since we can't do the things we want to do without volunteers, and we truly appreciate it. He welcomed Tish as well. A couple of residents went on and on about how great staff has been with snow removal. He also provided a fun fact, on this day in 1931, the United States adopted the Star-Spangled Banner as it's National Anthem.


ADJOURNMENT:

Councilmember Buehler moved to adjourn. Councilmember Kirby seconded the motion. The motion was unanimously approved. The meeting was adjourned at 7:26 p.m.

ATTEST:

Assistant City Clerk, Shantel Scrogin

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Matthew R. Schmitz, Director, Community & Economic Development 
DATE: March 17, 2022
SUBJECT: Graduation of 2021-2022 Citizens' Academy Participants

Explanation: On March 17, 2022, seven (7) participants will graduate from the eleventh (12th) annual Lansing Citizens' Academy. The Citizens' Academy provides an interactive experience for participants to learn about the functions and responsibilities of each city department. Further, participants meet city staff members and learn about ways to volunteer on boards and commissions.

Sessions were held monthly from September 2021 through March 2022. The sessions were led by staff and held in department facilities or at City Hall. Each session lasted approximately two hours with an opportunity for participants to evaluate each session at the end. Participants have stated that they enjoy the opportunity to learn about the operations of the departments, meeting staff, and building a greater understanding of the intricacies of city government.

Staff is recommending that the city again offer the program in 2022-2023.

The graduates of the Lansing Citizens' Academy are as follows:

Amanda Siegner
Jeff Wolters
Bethany Magee
Tamara Nickelsen
Tiffany Andrews
John Class
Dan Clemons


Policy Consideration: No policy consideration

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

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

AGENDA ITEM

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Anthony J. Zell, Jr., Wastewater Utility Director 
DATE: March 11, 2022
SUBJECT: Request to Approve 2022 Flow Monitoring Study and Master Plan Update

As part of the 2022 base budget, the Wastewater Utility allocated funds for a follow up sanitary sewer flow study. This additional study will help to determine the effects of the major collection system improvements that have been completed, and to update the city’s hydraulic model in the sewer master plan. Further, this information will assist staff with quantifying the amount of excess inflow and infiltration that has been removed.

George Butler Associates (GBA) completed the utility’s first flow monitoring study in 2014, and developed the utility’s first ever Sanitary Sewer Master Plan. A second flow study was started by GBA in 2018, however efforts were abandoned as no measurable rainfall occurred while the flow meters were deployed. This study, along with the outputs and results contained, serve as the “playbook” for the utility as decisions are made regarding existing and future sanitary sewer rehabilitation projects, planned maintenance/repair activities, and planning our response to future developments. In 2014 and 2018 ten meters were installed, but this year staff and the consultant felt it would be beneficial to add two additional meters within sub-basins where improvements were made. Twelve flow meters will be deployed for 90 days (April – June) at the same locations as the previous study, to allow a direct comparison of locations from the last results. A map of the proposed manhole locations is included for reference.

Since the completion of the original study, staff has called on GBA on several occasions to make additional model runs showing the effects of not only future development within the service area, but also how inflow and infiltration can reduce loads within the collection system and treatment plant. As such, GBA has developed a comprehensive working knowledge of the city’s collection system, so it seems natural to allow them to perform the follow up study. A major component of this year’s study is the use of a new flow modeling software, as the previous software company has gone out of business, and their product is no longer supported.

Policy Consideration: N/A.

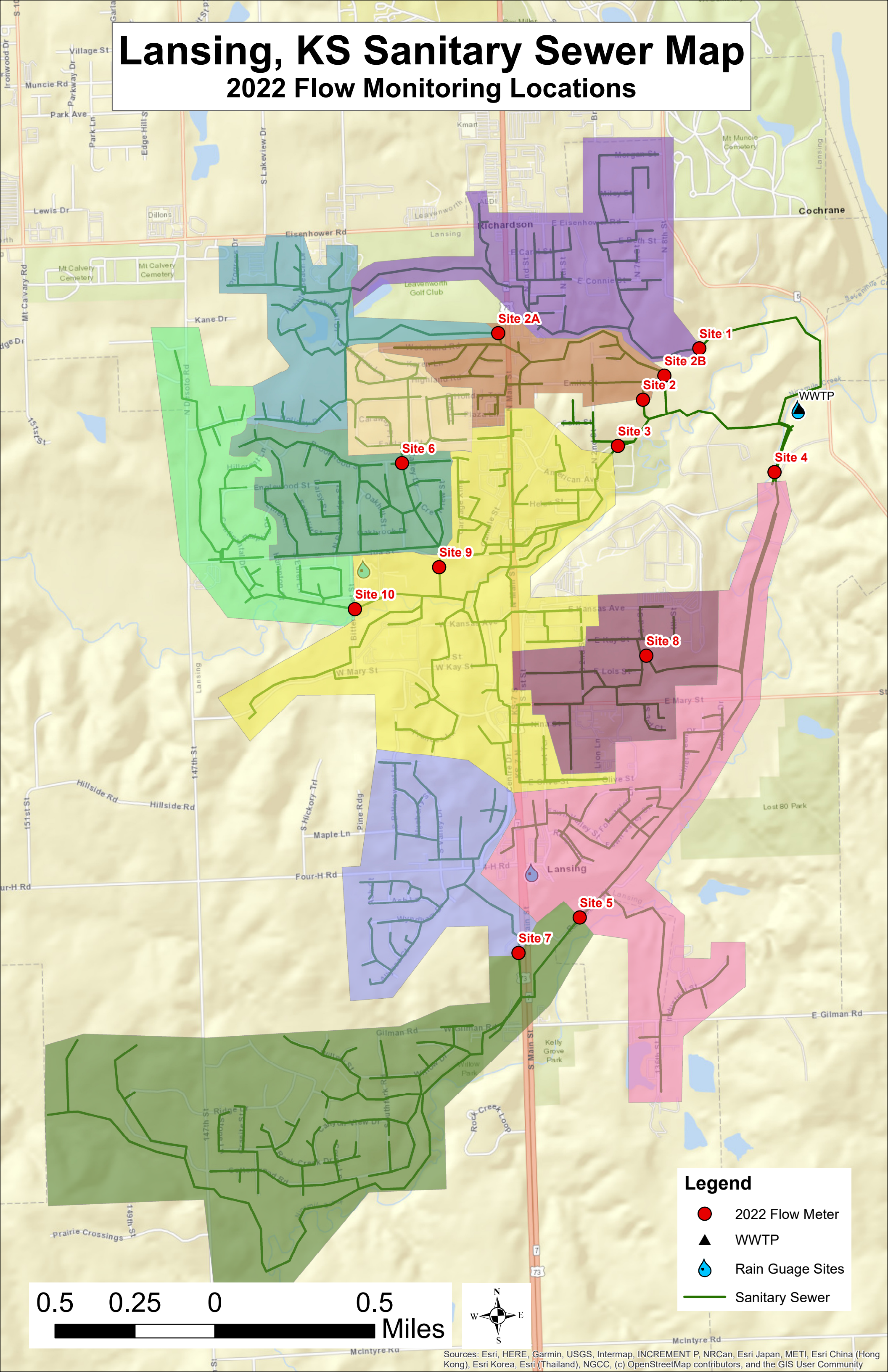
Financial Consideration: Funds are available from the Wastewater Utility’s base budget, Engineering Studies, Account # 50-050-41120.

Action: A motion to approve the 2022 Sanitary Sewer Flow Monitoring and Model Update from George Butler Associates, in an amount not to exceed \$136,862.00.

AGENDA ITEM

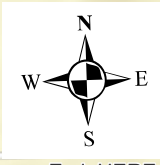
Lansing, KS Sanitary Sewer Map

2022 Flow Monitoring Locations




Legend

- 2022 Flow Meter
- ▲ WWTP
- 💧 Rain Guage Sites
- Sanitary Sewer



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Matthew R. Schmitz, Director, Community & Economic Development 
DATE: March 17, 2022
SUBJECT: 2022 Independence Days Event Fireworks

Explanation: The department of Community & Economic Development has requested RFPs to perform a display for Lansing's Independence Days Celebration on Saturday July 2nd. The RFP was posted online January 10th and was advertised in the Leavenworth Times on January 12th. Only one proposal was submitted, from Victory Pyrotechnics & Special Effects, who has done the show for us since 2019.

This would be for the same type of show as we had in 2021, although it will be located at Town Center rather than Kenneth Bernard Park due to construction at KBP.

The proposal and contract submitted by Victory Pyrotechnics & Special Effects is included.

Financial Consideration: The Community & Economic Development department budget has funding for up to \$25,000 in the Transient Guest Tax Budget – Line item 63-017-43502. With costs going up for things, staff requested an increase in the Fireworks Line Item from \$21,000 to \$25,000 last year, which was approved. Last year's bid was for \$22,000 and was funded from the fireworks line item, as well as \$1,000 coming from the Independence Day Event line item – 63-060-43501.

Action: Motion to authorize the mayor to sign the included proposal and contract with Victory Pyrotechnics in an amount not to exceed \$25,000 for the 2022 Independence Days Celebration Fireworks Show.

PROPOSAL DISPLAY FIREWORKS

Fourth of July - City of Lansing, Kansas 2022
Jan 23, 2022

SUBMITTED TO

Tim Vandall
City Administrator

800 1st Ter
Lansing, KS, 66043-1725

SUBMITTED BY

Cody Hanna
Director of Business Development

PO Box 219
Clearwater, KS, 67026



VICTORY
PYROTECHNICS
& SPECIAL EFFECTS

HELLO FROM VICTORY

I would like to personally thank you for the opportunity to bid on your show. We have been working hard and are so excited to present our proposal to you.

Our mission has always been to serve our client and provide them with the highest level of service attainable. As an organization, we have a passion to thrill, wowing audiences across Kansas and hope that you find this document helpful in your decision making process.

We have done our best to provide you with everything you need, however, if you find that we are missing something, please let me know so I can get it corrected!

Take care,

Cody Hanna

Director of Business Development





OUR PROPOSAL

Fourth of July - City of Lansing, Kansas 2022

Jan 23, 2022

BUDGET

Not to exceed \$25,000.



LOCATION

Kenneth W Bernard Community Park - 15650 Gilman Rd, Lansing, KS 66043



SCOPE

A fully choreographed multimedia pyromusical (to music) totaling 20 minutes in length.



PRODUCT

Three, four, five, and six-inch shells, as well as single shots, fan sweeps, and multi-shot cakes.



SITE

To be roped and flagged by sponsor, access by truck and trailer required. Sponsor will provide crowd control measures in order to protect the safety of crews and the general public.



SET-UP

State licensed pyrotechnician and support staff provided. Trained lighting professional also included. Requesting to arrive on the display site a day early if deemed necessary by our team.



CLEAN-UP

Provided in compliance with sponsor's guidelines. Clean-up of the immediate site and removal of any large trash or debris is standard with all of our displays.



INSURANCE

\$3,000,000 General Aggregate.



PERMITS

Victory Pyrotechnics & Special Effects will secure the necessary permitting from the local AHJ.



TERMS

A 60% down payment is due at the time of contract signature with the remaining balance due within 15 days after the show. Due to COVID-19 our terms had to change in order to continue doing business.





OUR PROPOSAL

Fourth of July - City of Lansing, Kansas 2022

Jan 23, 2022

SIGN & ACCEPT

To accept this proposal, please digitally sign below.

Once you have done so, you will receive an additional email with the full contract for your review and final signature.

Name

Title

INVOICING & BILLING

Once you have accepted this proposal and signed the full contract you will receive an invoice in your email inbox.

The downpayment will be due upon final signature of the full contract with the remaining balance due within 15 days after the execution of the display. Additional details on billing can be found in the full contract under the 'Price & Payment Terms' section.

Make checks payable to Victory Pyrotechnics & Special Effects.
Additionally, checks can be mailed to PO Box 219, Clearwater, KS 67026.

DISPLAY FIREWORKS AGREEMENT

PREPARED FOR:

Tim Vandall
City of Lansing
STE 2 730 1st Terrace, Lansing, KS, 66043

PREPARED BY:

Cody Hanna
Victory Pyrotechnics & Special Effects, LLC
PO Box 219, Clearwater, KS 67026

Display Fireworks Agreement

THIS AGREEMENT (“Agreement”) is entered into on Mar 10, 2022 by and between Victory Pyrotechnics & Special Effects, LLC., a Kansas limited liability company, whose address is set forth above, (“Victory”) and the City of Lansing, whose address is 800 1st Ter, Lansing, KS, 66043-1725, (“Sponsor”). Victory and Sponsor are sometimes individually referred to as a “Party” and collectively as the “Parties.”

In consideration of the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Proposal. Victory agrees to supply, and Sponsor agrees to pay for, a firework display on the following designated date(s) and location: Jul 02, 2022 at 15650 Gilman Rd, Lansing, KS 66043, as detailed in Proposal 20, which has been accepted by the Sponsor and incorporated herein by this reference, (the “Display”) in accordance with the program approved by both Parties.

2. Price and Payment Terms. Total Price of \$25000.00 is to be paid as follows: 60% of the total price is due at the time when the contract is signed by both Parties; the remaining balance of the price is due within 15 days after the display. Interest will accrue at 2.5% per month (an annual percentage rate of 18% per annum) on all unpaid amounts from the date on which the payment was due.

3. Victory Duties. As part of the total price Victory agrees to the following:

- To supply all shells and other pyrotechnics listed on the Proposal;
- Mortars, firing equipment and all other required material necessary to perform its services hereunder;
- To remove all equipment and spent pyrotechnic devices and clean up debris from the immediate Display site. Sponsor acknowledges that additional debris may remain in the fallout zone after Victory’s responsibilities of Display site cleanup have been completed, however Victory agrees to check the entire fallout zone after the show to confirm that no such additional debris is still on fire and/or poses a danger or threat to the public’s health, safety or welfare; and
- Comply with all local and federal guidelines and obtain any necessary permits to perform the Display, unless otherwise notes in Sponsor duties.

4. Sponsor Duties.

- Sponsor shall comply with all duties as detailed in the Compliance with Laws/Sponsor Responsibilities portion of this Agreement;
- Sponsor to supply barrier tape to secure fallout area, and is responsible for securing and maintaining fallout area security before, during, and after the display; and
- Sponsor agrees to clean up remaining debris from fallout zone after Victory crew has raked the immediate launch site.

5. Insurance. Victory agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than \$3,000,000 per occurrence. If requested in writing, Victory shall provide Sponsor with a certificate of insurance within ten days of the Display. All entities/individuals listed on the certificate of insurance will be deemed as additional insured pursuant to the Agreement.

6. Indemnification. Victory agrees to indemnify, defend and hold harmless the Sponsor, its officers, agents, volunteers, contractors and employees, and those entities/individuals listed on the certificate of insurance referenced in Section 5 above, from and against any and all claims, costs, judgments, damages and expenses, including reasonable attorney's fees, that directly or indirectly arise from the performance of the fireworks display and the performance of Victory under this Agreement to the extent that such claims, costs, judgments, damages and expenses are occasioned by an act or omission of Victory and/or its owners, agents, employees, contractors and volunteers. Sponsor agrees to indemnify, defend and hold harmless Victory and its owners, agents, employees, contractors and volunteers, from and against any and all claims, costs, judgments, damages and expenses, including reasonable attorney's fees, that directly or indirectly arise from the performance of Sponsor under this Agreement to the extent that such claims, costs, judgments, damages and expenses are occasioned by an act or omission of Sponsor and/or officers, agents, volunteers, contractors and employees.

7. Compliance with Laws.

- Sponsor Responsibilities: In accordance with NFPA 1123 Outdoor Display of Fireworks 2010 Edition (National Fire Protection Association) 4-1.1.1, Sponsor has consulted with the Authority Having Jurisdiction to determine the level of fire protection required to provide adequate fire protection for the Display and Victory agrees that such consultation was accomplished, and the level of fire protection is adequate for the size of show this Agreement outlines. It is further agreed that in accordance with NFPA 1123 4-1.2, Sponsor shall provide an adequate number of monitors whose sole duty shall be the enforcement of crowd control located around the Display area during the Display and until the discharge site has been inspected by Victory's pyrotechnic operator after the Display.
- Victory's Responsibilities: Victory shall secure and maintain all licenses, permits or certificates that may be required by any regulatory body having jurisdiction over the materials or performance of the series herein contemplated unless otherwise noted above in Sponsor duties. Victory shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing such services, and shall make all report and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation. Victory is responsible to ensure that all material and services supplied under this Agreement comply with all laws, rules, and regulations of the state and federal government relating thereto.

8. Cancellation and Rescheduling by Sponsor. If the Display is canceled by the Sponsor after receipt of this signed Agreement but a month before the the display date referenced in Section 1, Sponsor agrees to pay 60% of the total price for restocking and costs incurred. If the Display is canceled by the Sponsor two weeks prior to said display date, Sponsor agrees to pay 80% of the total price. If the Display is canceled by the Sponsor within three days of the display date, Sponsor agrees to pay 100% of the total price. If the Sponsor elects to reschedule the Display for an alternate, mutually agreeable date, Victory agrees to facilitate this rescheduling and Sponsor agrees to reimburse Victory for any additional costs associated with this change.

9. Safety and Weather Forced Cancellation. Victory agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on Victory's behalf or the Authority Having Jurisdiction, to cancel or delay the Display if in

the operator's judgement circumstances beyond the control of either Party pose an extraordinary risk to the health and safety of any person or property within the vicinity of the Display. If the product has been damaged as an attempt to execute the Display and cannot be safely reused, 100% of the price is due and Victory has no further obligation under this Agreement. If the product is intact and reusable, Victory agrees to store the product and execute the Display on a mutually agreeable future date. Sponsor agrees to reimburse Victory for reasonable costs associated with the rescheduling of the event.

10. Force Majeure. Sponsor assumes the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Victory which may prevent the Display from being safely performed on the scheduled date, which may cause the cancellation of the event for which Sponsor has purchased the Display, or which may affect or damage such portion of the Display as must be replaced and exposed a necessary time before the Display.

11. Product Performance. Sponsor recognizes and acknowledges that due to the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of non-performance is acceptable as full performance.

12. Limitation on Damages. In the event that Victory claims that Sponsor has breached this Agreement or was negligent in performing its duties hereunder, Victory shall not be entitled to claim or recover monetary damages from Sponsor in excess of funds actually due and owed from Sponsor to Victory under this Agreement. In the event that Sponsor claims that Victory has breached this Agreement or was negligent in performing its duties hereunder, Sponsor shall not be entitled to claim or recover monetary damages from Victory in excess of funds actually paid by Sponsor to Victory under this Agreement. However, notwithstanding any provision of this Agreement to the contrary, Victory and its owners, agents, employees, contractors and volunteers shall continue to be liable to Sponsor and all others who could make a claim against Victory and/or its owners, agents, employees, contractors and volunteers for matters covered by the insurance obtained by Victory referenced in Section 5 of this Agreement to the full extent of coverage limits of such insurance.

13. Time. Time is of the essence in this Agreement. The Parties expressly recognize that in the performance of their respective obligations, each Party is relying on timely performance by the other Party and will schedule operation and incur obligations to third parties in reliance upon timely performances by the other Party and may sustain substantial losses by reason of any failure of timely performance.

14. Independent Contractor and No Joint Venture. The parties agree that Victory is an independent contractor and is not an agent or employee of Sponsor for any purpose. It is further agreed that Victory's employees shall be, and remain, the employees of Victory and not of Sponsor. Nothing in this Agreement or the actions of Victory or Sponsor shall be construed as forming a partnership or joint venture between Sponsor and Victory.

15. Attorney Fees. In the event that either Party to this Agreement shall enforce any of the provisions hereof by an action at law or in equity, the unsuccessful Party to such litigation agrees to pay to the prevailing Party all costs and expenses, including reasonable attorney fees, incurred therein by the prevailing party.

16. Jurisdiction. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Kansas applicable to contracts.

17. Severability. In the event that a court of competent jurisdiction determines that any provision of this Agreement is in violation of any statute, law, rule, regulation, ordinance or applicable public policy, such provision shall be stricken or modified to the extent that such provision no longer violates such statute, law, rule, regulation, ordinance or applicable public policy. All provisions of this Agreement that do not violate any statute, law, rule, regulation, ordinance or applicable public policy shall continue in full force and effect for all purposes. Furthermore, any court order striking or modifying any provision of this Agreement shall modify or strike the provision in as limited a manner as possible to give as much effect as possible to the intentions of the Parties to this Agreement.

18. Survival. The terms of paragraphs 5, 6, 12, 15, and 16 shall survive the cancellation or termination of this Agreement.

19. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto respecting the matters within its scope and may be modified only in writing signed by both Parties hereto.

Victory Pyrotechnics & Special Effects

City of Lansing

Cody Hanna

03 / 10 / 2022

Cody Hanna

Tim Vandall

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Matthew R. Schmitz, Director, Community & Economic Development
DATE: March 17, 2022
SUBJECT: Consent to Assignment for the License Agreement and Economic Development Incentive Agreement for deployment of RG Fiber

Explanation: The City of Lansing is a recipient of \$1,812,742 in funding as a result of the American Rescue Plan Act (ARPA). In examining what the funds could be used for, the expansion of internet providers in town was focused on as a potential use of funds pursuant to the goals of the ARPA. At the Dec. 2, 2021 City Council meeting, the Council authorized the signing of a License Agreement and Economic Development Incentive Agreement for the deployment of RG Fiber in the City. RG Fiber is in talks with Delta Communications, LLC, which is a wholly-owned subsidiary of Clearwave Fiber, LLC to enter into an agreement whereby RG Fiber would sell to Delta Communications substantially all of the assets comprising RG Fiber's business. Mr. Mike Bosh, CEO of RG Fiber, will be part of the Clearwave Fiber team after the consummation of the sale. This Consent to Assignment Letter would allow the already agreed to terms of the License Agreement and Economic Development Incentive Agreement to be assigned to Delta Communications at the closing of the sale.

Policy Consideration: The ARPA laid out many priorities for the funds it included, and Staff feels that pursuing improvements to broadband accessibility within the City is an appropriate use of funds pursuant to the guidance that has been published by the U.S. Treasury department for the ARPA.

Financial Consideration: The License Agreement does not have costs associated with it, other than the financial costs of administering Right of Way permits in the City. For the Economic Development Incentive Agreement, the \$800,000 will come from the ARPA funds of which the total disbursement to the City is \$1,812,742 and \$911,763.38 has already been received by the city. The initial payment of \$400,000 has already been made. Two supplemental \$200,000 payments will be disbursed after major milestones are achieved during the deployment. Should those milestones not be met, the entire amount provided under the Economic Development Agreement is subject to repayment to the city per the agreement.

Action: Staff recommends Council consider a motion to approve the Mayor to sign the attached Consent to Assignment Letter for deployment of RG Fiber within the City.

RG Fiber, LLC
713 High St.
Baldwin City, Kansas

City of Lansing, Kansas
800 First Terrace
Lansing, Kansas 66043
Attention: City Clerk

March 11, 2022

City of Lansing, Kansas Consent Letter

To whom it may concern:

This consent letter is made in connection with that certain (i) License Agreement, dated as of December 2, 2021 (as amended, restated, supplemented or modified from time to time, the “License Agreement”) and (ii) Economic Development Incentive Agreement, dated as of December 2, 2021 (as amended, restated, supplemented or modified from time to time, the “Incentive Agreement”) and together with the License Agreement, each an “Agreement,” and collectively, the “Agreements”), by and between the City of Lansing, Kansas (“City”), and RG Fiber, LLC (“RG Fiber”). RG Fiber and Delta Communications, LLC (“Delta Communications”), a wholly-owned subsidiary of Clearwave Fiber, LLC (“Clearwave Fiber”), are proposing to enter into an agreement together whereby RG Fiber would sell to Delta Communications substantially all of the assets comprising RG Fiber’s business, including the Agreements (the “Sale”). Certain management team members, including Mr. Mike Bosch, will be part of the Clearwave Fiber team after the consummation of the Sale.

Clearwave Fiber is an entity that holds fiber assets of its majority owner Cable One, Inc. (“Cable One”). Cable One is a leading broadband communications provider serving more than 1.1 million residential and business customers in 24 states. Clearwave Fiber intends to invest heavily in bringing Fiber-to-the-Premise service to residential and business customers, including in underserved areas of the country.

RG Fiber hereby requests that City consent to the assignment (the “Assignment”) of the Agreements to Delta Communications with such assignment to be effective as of the date of the closing of the Sale. Pursuant to Section 7 of the License Agreement and Section 12 of the Incentive Agreement, City hereby (a) consents to the Assignment, (b) confirms that each Agreement will remain in full force and effect in accordance with its terms following the consummation of the Assignment, and (c) agrees that the consummation of the Assignment does not constitute a violation or default of any of the Agreements.


This consent letter may be executed in counterparts, including by electronic transmission, portable document format (.pdf) or other electronic means, each of which shall be considered an original instrument, but all of which together shall constitute one and the same letter agreement, and shall become

binding when one or more counterparts have been signed by each of the parties hereto and delivered to the other party hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this consent to be executed by its duly authorized representative as of the date first written above.

RG FIBER, LLC

By:  3/11/2022
Name: Michael Bosch
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

CITY OF LANSING, KANSAS

By: _____
Name: _____
Title: _____
Date: _____

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Matthew R. Schmitz, Director, Community & Economic Development
DATE: March 17, 2022
SUBJECT: Resolution No. B-1-2022 – Notice of Public Hearing on the Advisability of Modifying a Community Improvement District known as the 555 N. Main Street Community Improvement District in the City of Lansing, Kansas

Explanation: The owner of Mainstreet Chrysler Dodge Jeep, Inc., Doug Kinney, has asked to increase the footprint of the Community Improvement District (CID) for Mainstreet CDJR, the overall project budget from the original \$4,312,000 to \$7,000,000, and intends to keep the existing 1% sales tax imposed by the CID the same.

CIDs can be increased in size, and have the budget amended, so long as there is a public hearing held, and a petition filed by the owner. This resolution is the first step in starting the process to amend and increase the size of the existing CID, as well as increase the overall budget of the CID.

The attached Resolution calls for and provides for the giving of notice as required by state statute to hold a public hearing on the 21st of April, 2022 to consider the advisability of modifying the existing community improvement district as requested by the owner.

Policy Considerations: None.

Action: Approve Resolution No. B-1-2022 calling for and providing for the giving of notice of a public hearing on the advisability of modifying a community improvement district in the City of Lansing, Kansas, known as the 555 N. Main Street Community Improvement District, and regarding the City's intent to levy a community improvement district sales tax within such district.

AGENDA ITEM

(Published in *The Leavenworth Times* on March 29 and April 5, 2022)

RESOLUTION NO. B-1-2022

A RESOLUTION CALLING AND PROVIDING FOR THE GIVING OF NOTICE OF A PUBLIC HEARING ON THE ADVISABILITY OF MODIFYING A COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF LANSING, KANSAS, KNOWN AS THE 555 N. MAIN STREET COMMUNITY IMPROVEMENT DISTRICT, AND REGARDING THE CITY’S INTENT TO LEVY A COMMUNITY IMPROVEMENT DISTRICT SALES TAX WITHIN SUCH DISTRICT.

WHEREAS, K.S.A. 12-6a26 *et seq.* (the “Act”) authorizes the governing body of any city or county to create community improvement districts to finance projects within such defined area of the city or county and to levy a community improvement district sales tax and/or levy special assessments upon property within the district to finance projects; and

WHEREAS, a petition was filed with the City Clerk on August 10, 2017, proposing the creation of the 555 N. Main Street Community Improvement District (the “CID”) under the Act, the imposition of a community improvement district sales tax in order to pay the costs of certain projects; and

WHEREAS, on September 21, 2017, the governing body of the City of Lansing, Kansas (the “City”) passed Ordinance No. 989 establishing the CID and levying a community improvement district sales tax in an amount equal to 1.0% as requested in such petition (the “CID Sales Tax”); and

WHEREAS, on March 10, 2022, an amended petition (the “Petition”) was filed with the City Clerk, proposing to modify and expand the CID; and

WHEREAS, the City intends to modify and expand the CID and to levy the CID Sales Tax in an amount equal to 1.0%, as requested in the Petition; and

WHEREAS, the City Council (the “Governing Body”) hereby finds and determines it to be necessary to direct and order a public hearing on the advisability of modifying the CID, approving the Projects described herein and levying the CID Sales Tax, pursuant to the authority of the Act; and further to provide for the giving of notice of said hearing in the manner required by the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LANSING, KANSAS, AS FOLLOWS:

SECTION 1. Petition. The Governing Body hereby finds and determines that the Petition meets the requirements of the Act.

SECTION 2. Public Hearing. It is hereby authorized, ordered and directed that the Governing Body shall hold a public hearing, in accordance with the provisions of the Act, on the advisability of creating the CID, approving the Projects, and whether to impose a CID Sales Tax in an amount equal to 1.0% and such other matters related thereto, such public hearing to be held on **April 21, 2022 at 7:00 p.m.**, or as soon thereafter as the matter can be heard, at City Hall, 800 First Terrace, Lansing, Kansas, under the authority of the Act.

SECTION 3. Proposed CID Projects. The general nature of the proposed District projects described in the Petition to be constructed within the CID (the “Projects”) includes but is not limited to:

- (1) within the district, the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, rehabilitation, maintenance, restoration, replacement, renewal, repair, installation, relocation, furnishing, equipping or extension of:
 - (A) buildings, structures and facilities;
 - (B) sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;
 - (C) parking garages;
 - (D) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
 - (E) parks, lawns, trees and other landscape;

- (2) within or without the district, costs for infrastructure located outside the district but contiguous to any portion of the district and such infrastructure is related to a project within the district or substantially for the benefit of the district.

SECTION 4. Estimated Cost. The total estimated cost of the proposed Project is \$7,000,000, of which \$7,000,000 plus the City’s administrative costs are to be funded by the CID Sales Tax (“Reimbursable Project Costs”).

SECTION 5. Method of Financing, Community Improvement District Sales Tax and Special Assessments. The Project will be privately financed. The Reimbursable Project Costs will be financed on a pay-as-you-go basis, i.e., the Reimbursable Project Costs will be paid for by the petitioner without the issuance of notes or bonds by the City, and the petitioner will be reimbursed for the Reimbursable Project Costs as moneys are deposited in the CID fund through the imposition of the CID Sales Tax. No special assessments will be imposed within the CID in conjunction with the Projects.

SECTION 6. Map and Legal Description of Proposed CID. The legal description of the property to be contained in the proposed CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein. A map generally outlining the boundaries of the proposed CID is attached as **Exhibit B** hereto, and incorporated by reference herein.

SECTION 7. Notice of Hearing. The City Clerk is hereby authorized, ordered and directed to give notice of said public hearing by publication of this Resolution in the official City newspaper. Such publication shall be at least once each week for two consecutive weeks. The second publication shall be at least 7 days prior to the date of the hearing. The City Clerk is hereby further ordered and directed to mail a copy of this Resolution, via certified mail, to all property owners within such proposed CID at least 10 days prior to the date of the hearing.

SECTION 8. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED by the Governing Body of the City of Lansing, County of Leavenworth, State of Kansas, this 17th day of March, 2022.

CITY OF LANSING, KANSAS

Anthony R. McNeill, Mayor

[SEAL]

Tish Sims, CMC, City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED 555 N. MAIN STREET
COMMUNITY IMPROVEMENT DISTRICT**

A tract of land in Lots 34 and 35, Block 2, HOLIDAY HILLS, City of Lansing, Leavenworth County, Kansas, described as follows: Beginning at a point 501.50 feet South and 53.38 feet West of the Northeast corner of Section 24, Township 9 South, Range 22 East of the 6th P.M., which point lies on the West right-of-way of U.S. Highway #73 and Kansas Highway #7; thence South 89 degrees 53 minutes 00 seconds West 653.57 feet; thence South 00 degrees 00 minutes 05 seconds East 239.15 feet; thence North 88 degrees 13 minutes 30 seconds East 654.84 feet to said West right-of-way and Southeast corner of Lot 35; thence North 00 degrees 16 minutes 00 seconds West 220.20 feet to the point of beginning, less any part thereof taken or used for road purposes.

AND

A TRACT OF LAND IN LOT 34, BLOCK 2, HOLIDAY HILLS ADDITION TO THE CITY OF LANSING, LEAVENWORTH COUNTY, KANSAS, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 502.80 FEET SOUTH AND 706.87 FEET WEST OF THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE 6TH P.M., THENCE SOUTH 00°00'05" EAST FOR A DISTANCE OF 239.15 FEET; THENCE SOUTH 88°13'30" WEST FOR DISTANCE OF 75.04 FEET; THENCE NORTH 00°00'05" WEST FOR A DISTANCE OF 241.32 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLAZA LANE, THENCE NORTH 89°53'00" EAST FOR A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

AND ALSO INCLUDING:

All adjacent Right-of-Way.

EXHIBIT B

**MAP OF PROPOSED 555 N. MAIN STREET
COMMUNITY IMPROVEMENT DISTRICT**

The following property located in Leavenworth County, Lansing, Kansas:



AMENDED PETITION
555 N. MAIN STREET
COMMUNITY IMPROVEMENT DISTRICT

TO: The Governing Body of the City of Lansing, Kansas (the “Governing Body”)

The undersigned, being the owners of record, whether resident or not, of all of the land area contained within the hereinafter described proposed 555 N. Main Street Community Improvement District (the “District”) to be located within the City of Lansing, Kansas (the “City”), do hereby request that the Governing Body modify such District and authorize the construction of the District project improvements herein after set forth, all in the manner provided by K.S.A. 12-6a27 *et seq.* (the “Act”). In furtherance of such request, the petitioners state as follows:

General Nature of the Proposed District Projects

The general nature of the proposed District project (the “Projects”) to be constructed within the District includes but is not limited to:

- (1) within the district, the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, rehabilitation, maintenance, restoration, replacement, renewal, repair, installation, relocation, furnishing, equipping or extension of:
 - (A) buildings, structures and facilities;
 - (B) sidewalks, streets, roads, interchanges, highway access roads, intersections, alleys, parking lots, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, pedestrian amenities, abandoned cemeteries, drainage systems, water systems, storm systems, sewer systems, lift stations, underground gas, heating and electrical services and connections located within or without the public right-of-way, water mains and extensions and other site improvements;
 - (C) parking garages;
 - (D) streetscape, lighting, street light fixtures, street light connections, street light facilities, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls and barriers;
 - (E) parks, lawns, trees and other landscape;

- (2) within or without the district, costs for infrastructure located outside the district but contiguous to any portion of the district and such infrastructure is related to a project within the district or substantially for the benefit of the district.

Estimated Costs of the Proposed District Project

The total estimated cost of the proposed Project is \$7,000,000, of which \$7,000,000 plus the City’s administrative costs is estimated to be funded by the District (“Reimbursable Project Costs”).

Proposed Method of Financing the Proposed Project

The Project will be privately financed. The Reimbursable Project Costs will be financed on a pay-as-you-go basis, i.e., the Reimbursable Project Costs will be paid for by the Developer without the issuance of notes or bonds by the City, and the Developer will be reimbursed for the Reimbursable Project Costs as moneys are deposited in the District fund through the imposition of a Community Improvement District sales tax (the “CID Sales Tax”).

Proposed Amount and Method of Assessment

There will be no special assessments on property within the boundaries of the proposed District to pay the costs of the Projects described by this Amended Petition.

Proposed Amount of Community Improvement District Sales Tax

A CID Sales Tax will be imposed in the amount of one percent (1.00%) on the selling of tangible personal property at retail or rendering or furnishing of taxable services within the proposed District.

Boundaries of Proposed Community Improvement District

The legal description of the proposed District is set forth on **Exhibit A** attached hereto and incorporated by reference herein.

A map generally outlining the boundaries of the proposed District is attached as **Exhibit B** hereto, and incorporated by reference herein.

Notice to Petition Signers

The names of the signers of this Amended Petition may not be withdrawn from this Amended Petition by the signers hereof after the Governing Body commences consideration of this Amended Petition, or, later than seven (7) days after the filing hereof, whichever occurs first. The signers of this Amended `Petition consent to any assessments to the extent described herein without regard to benefits conferred by the Projects.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, we the undersigned petitioner, as owner of all property located within the 555 N. Main Street Community Improvement District, have executed the above foregoing Amended Petition to modify the 555 N. Main Street Community Improvement District on the dates recorded below:

555 MAIN STREET PROPERTY, LLC,

By: _____
 [name, title]

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me personally appeared _____, who being by me duly sworn did say that (s)he is _____ of 555 Main Street Property, LLC, and that said instrument was signed and delivered on behalf of said entity and acknowledged to me that (s)he executed the same as the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A tract of land in Lots 34 and 35, Block 2, HOLIDAY HILLS, City of Lansing, Leavenworth County, Kansas, described as follows: Beginning at a point 501.50 feet South and 53.38 feet West of the Northeast corner of Section 24, Township 9 South, Range 22 East of the 6th P.M., which point lies on the West right-of-way of U.S. Highway #73 and Kansas Highway #7; thence South 89 degrees 53 minutes 00 seconds West 653.57 feet; thence South 00 degrees 00 minutes 05 seconds East 239.15 feet; thence North 88 degrees 13 minutes 30 seconds East 654.84 feet to said West right-of-way and Southeast corner of Lot 35; thence North 00 degrees 16 minutes 00 seconds West 220.20 feet to the point of beginning, less any part thereof taken or used for road purposes.

AND

A TRACT OF LAND IN LOT 34, BLOCK 2, HOLIDAY HILLS ADDITION TO THE CITY OF LANSING, LEAVENWORTH COUNTY, KANSAS, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 502.80 FEET SOUTH AND 706.87 FEET WEST OF THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 9 SOUTH, RANGE 22 EAST OF THE 6TH P.M., THENCE SOUTH 00°00'05" EAST FOR A DISTANCE OF 239.15 FEET; THENCE SOUTH 88°13'30" WEST FOR DISTANCE OF 75.04 FEET; THENCE NORTH 00°00'05" WEST FOR A DISTANCE OF 241.32 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PLAZA LANE, THENCE NORTH 89°53'00" EAST FOR A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

AND ALSO INCLUDING:

All adjacent Right-of-Way.

EXHIBIT B

MAP



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

Vehicles

| Year | Make | Model | Description | Mileage Start | Mileage Ending | Miles Driven | Comments |
|-------|------|-----------|--------------------|---------------|----------------|--------------|----------|
| 2007 | Ford | Econoline | 15 Passenger Wagon | 21893 | 22,002 | 109 | |
| | | | | | | 0 | |
| | | | | | | 0 | |
| | | | | | | 0 | |
| | | | | | | 0 | |
| Total | | | | | | 109 | |

Equipment

| Year | Make | Model | Description | Hours Start | Hours End | Hours Used | Comments |
|-------|---------|---------|----------------------------|-------------|-----------|------------|---------------------------|
| 2018 | Advance | SC1500 | AutoScrubber Floor Machine | 49.33 | 50.43 | 1.1 | Community Center Cleaning |
| 2018 | Kubota | ZG227-A | Mower | 229.1 | 234.3 | 5.2 | |
| 2021 | Kaivac | 1750 | Cleaning Machine | 49.33 | 50.43 | 1.1 | |
| | | | | | | 0 | |
| | | | | | | 0 | |
| | | | | | | 0 | |
| Total | | | | | | 7.4 | |

January

| | | | |
|-----------------|-------|----------------|-------|
| City Influent | 26.18 | City Avg Daily | 0.845 |
| LCF Influent | 0.441 | LCF Daily Avg | 0.142 |
| Total Biosolids | 0.977 | Precip | |

Vehicles

| Year | Make | Model | Description | Mileage Start | Mileage Ending | Miles Driven | Current Use | Comments |
|-------|--------------|--------|---------------|---------------|----------------|--------------|--------------------|----------|
| 1999 | Sterling | Vactor | Jet Truck | 8503 | 8503 | 0 | Collection System | |
| 2012 | Chevrolet | Tahoe | SUV | 106798 | 107028 | 230 | Ops/Maint. | |
| 2019 | Ford | F250 | Pick Up Truck | 9822 | 9828 | 6 | Ops/Maint. | |
| 2019 | Ford | F250 | Flatbed Truck | 3390 | 3390 | 0 | Ops/Maint. | |
| 2005 | Freightliner | M2106 | Dump Truck | 25413 | 25513 | 100 | Biosolids Disposal | |
| Total | | | | | | 336 | | |

Equipment

| Year | Make | Model | Description | Hours Start | Hours Ending | Hours Used | Current Use | Comments |
|------|------------|-----------|-----------------|-------------|--------------|------------|--------------------|----------|
| 1991 | Case | 1825 | Uni-Loader | 973 | 973 | 0 | Plant Activities | |
| 1999 | Sterling | Vactor | Jet Truck | 2285 | 2285 | 0 | Collection System | |
| 2004 | John Deere | 7920 | Tractor | 1316 | 1317 | 1 | Biosolids Disposal | |
| 2005 | Polaris | Ranger #1 | Utility Vehicle | 1427 | 1428 | 1 | Operations | |
| 2004 | Case | 621D | Loader | 2458 | 2463 | 5 | Operations | |
| 2005 | Polaris | Ranger #2 | Utility Vehicle | 1551 | 1567 | 16 | Maintenance | |
| 2006 | JCB | 531-70 | Telehandler | 666 | 667 | 1 | Plant Activities | |

February

| | | | |
|-----------------|-------|----------------|-------|
| City Influent | 23.74 | City Avg Daily | 0.848 |
| LCF Influent | 0.37 | LCF Daily Avg | 0.132 |
| Total Biosolids | 0.906 | Precip | 0.001 |

Vehicles

| Year | Make | Model | Description | Mileage Start | Mileage Ending | Miles Driven | Current Use | Comments |
|-------|--------------|--------|---------------|---------------|----------------|--------------|--------------------|----------|
| 1999 | Sterling | Vactor | Jet Truck | 8503 | 8506 | 3 | Collection System | |
| 2012 | Chevrolet | Tahoe | SUV | 107028 | 107096 | 68 | Ops/Maint. | |
| 2019 | Ford | F250 | Pick Up Truck | 9828 | 10012 | 184 | Ops/Maint. | |
| 2019 | Ford | F250 | Flatbed Truck | 3390 | 3478 | 88 | Ops/Maint. | |
| 2005 | Freightliner | M2106 | Dump Truck | 25513 | 25614 | 101 | Biosolids Disposal | |
| Total | | | | | | 444 | | |

Equipment

| Year | Make | Model | Description | Hours Start | Hours Ending | Hours Used | Current Use | Comments |
|------|------------|-----------|-----------------|-------------|--------------|------------|--------------------|----------|
| 1991 | Case | 1825 | Uni-Loader | 973 | 973 | 0 | Plant Activities | |
| 1999 | Sterling | Vactor | Jet Truck | 2285 | 2286 | 1 | Collection System | |
| 2004 | John Deere | 7920 | Tractor | 1317 | 1317 | 0 | Biosolids Disposal | |
| 2005 | Polaris | Ranger #1 | Utility Vehicle | 1428 | 1430 | 2 | Operations | |
| 2004 | Case | 621D | Loader | 2463 | 2464 | 1 | Operations | |
| 2005 | Polaris | Ranger #2 | Utility Vehicle | 1567 | 1577 | 10 | Maintenance | |
| 2006 | JCB | 531-70 | Telehandler | 667 | 668 | 1 | Plant Activities | |

Lansing Police Department
 Vehicle Fleet End of Month Report

Feb-2021

| Unit | Year | Make/Model | Last 5 VIN | Mileage as of 2/1 | Mileage as of 03/01 | Miles Driven | Current Use | Future Use | Comments |
|------|------|---------------|------------|-------------------|-----------------------|--------------|----------------|----------------|-----------------------------|
| 1 | 2013 | Ford Explorer | 40459 | 94320 | 94752 | 432 | Detective | Detective | Limited Use - Detective |
| 2 | 2020 | Dodge Durango | 96952 | 28399 | 29544 | 1145 | Patrol | Patrol | Fit for patrol duty |
| 3 | 2021 | Dodge Durango | 64458 | 8872 | 9879 | 1007 | Patrol | Patrol | Fit for patrol duty |
| 4 | 2015 | Ford Explorer | 40976 | 70580 | 71297 | 717 | Patrol | Patrol | Fit for patrol duty |
| 5 | 2021 | Dodge Durango | 64459 | 3161 | 3439 | 278 | Captain | Captain | Limited Use - Captain |
| 6 | 2019 | Dodge Durango | 85334 | 43831 | 43831 | 0 | Sergeants | Sergeants | Wrecked - Totaled |
| 7 | 2018 | Ford Explorer | 34004 | 15946 | 17222 | 1276 | Patrol | Patrol | Fit for patrol duty |
| 8a | 2017 | Dodge Charger | 86270 | 66918 | 67936 | 1018 | Patrol | Patrol | Fit for patrol duty |
| 9 | 2018 | Ford Explorer | 34003 | 33075 | 33691 | 616 | Lieutenant | Lieutenant | Limited Use - Lieutenant |
| 10 | 2022 | Dodge Ram | XXXXX | 0 | 0 | 0 | Patrol | Patrol | On Order |
| 11 | 2003 | Ford F150 | 64639 | 86808 | 86808 | 0 | Animal Control | Animal Control | Fit for animal control duty |
| 12 | 2019 | Dodge Durango | 85335 | 19398 | 20131 | 733 | Chief | Chief | Limited Use - Chief |
| 13a | 2017 | Dodge Charger | 96163 | 76530 | 77526 | 996 | Patrol | Patrol | Fit for patrol duty |
| 15 | 2021 | Dodge Durango | 34002 | 560 | 2418 | 1858 | Patrol | Patrol | Fit for patrol duty |
| 17 | 2022 | Dodge Ram | XXXXX | 0 | 0 | 0 | Patrol | Patrol | On Order |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | Mileage Total: | 10076 | | | |

Lansing Community and Economic Development Department

Monthly Fleet Report

Month February **Year** 2022

Vehicles

| Year | Make | Model | License Plate # | Description | Mileage Starting | Mileage Ending | Miles Driven | Comments |
|-------------|-------------|--------------|------------------------|--------------------|-------------------------|-----------------------|---------------------|---------------------|
| 2006 | Ford | Ranger XLT | 67211 | LT. Pick-up Ext | 58,075 | 58,411 | 336 | |
| 2005 | Ford | Ranger | 57932 | LT. Pick-up Ext | 49,506 | 49,660 | 154 | |
| 2015 | Dodge | Journey | A6545 | SUV | 77,459 | 77,465 | 6 | KTag: KTA. 02497158 |

**Lansing Public Works Department
Monthly Fleet Report**

Month February Year 2022

Vehicles

| Year | Make | Model | License Plate # | Description | Mileage Starting | Mileage Ending | Miles Driven | Comments |
|------|---------------|--------------|-----------------|--------------------|------------------|----------------|--------------|---------------------|
| 2008 | Ford | Ranger XLT | 70321 | LT. Pick-up Ext | NA | NA | NA | Sold Purple Wave |
| 1998 | Ford | 1/2 ton | 48091 | Pick-up | 69,193 | 69,304 | 111 | |
| 2005 | Sterling | LT 8500 | 64614 | Dump Truck | 59,536 | 59,869 | 333 | |
| 2007 | Elgin | Crosswind J+ | 70295 | Street Sweeper | 6,952 | 6,952 | 0 | |
| 2017 | Chevrolet | 3500 | 88437 | Pick-up Truck | 28,477 | 28,984 | 507 | |
| 2011 | International | 7400 | 75269 | Dump Truck | 21,945 | 22,103 | 158 | |
| 2016 | Ford | F350 4x4 | 88468 | One-ton Dump Truck | 17,093 | 17,454 | 361 | |
| 2013 | Ford | Explorer | 80551 | SUV | 73,370 | 73,729 | 359 | |
| 2019 | Ford | Ecosport | A4358 | SUV | 7,730 | 7,828 | 98 | KTag- KTA. 02497157 |
| 2020 | Chevrolet | 3500 | A8914 | One-ton Dump Truck | 4,008 | 4,308 | 300 | |
| 2005 | Mack | Granite | B0282 | Dump Truck | 44,385 | 44,577 | 192 | |

Equipment

| Year | Make | Model | | Description | Hours Starting | Hours Ending | Hours Used | Comments |
|------|------------|----------|--|----------------|----------------|--------------|------------|----------|
| 1997 | JD | 770BH | | Grader | 5,160 | 5,160 | 0 | |
| 2004 | IR | DD-24 | | Asphalt Roller | 303 | 303 | 0 | |
| 2006 | IR | 185 | | Air Compressor | 226 | 226 | 0 | |
| 1997 | Bobcat | 763 | | Skid Steer | 2,301 | 2,301 | 0 | |
| 2014 | Case | 580 SNWT | | Backhoe | 1,751 | 1,771 | 20 | |
| 2002 | Crafco | 110 | | Crack Sealer | 842 | 842 | 0 | |
| 2003 | Kubota | L3710 | | Tractor | 1,631 | 1,631 | 0 | |
| 2009 | Case | 465 | | Skid Steer | 732 | 737 | 5 | |
| 2018 | John Deere | 5065E | | Tractor | 167 | 167 | 0 | |
| 2018 | Vermeer | BC1000 | | Chipper | 9 | 10 | 1 | |