
AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

- [1.](#) Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

NEW BUSINESS

- [2.](#) Equipment Replacement Request - Polaris Rangers
- [3.](#) Southfork Pipe Liner Installation Change Order #1
- [4.](#) Fireworks Agreement

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

- [5.](#) Fleet Reports
- [6.](#) 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: February 8, 2023
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of February 2, 2023 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of February 2, 2023, as presented.

AGENDA ITEM

CITY OF LANSING

CITY COUNCIL MEETING

MEETING MINUTES
February 2, 2023

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
Ward 2: Don Studnicka and Marcus Majure
Ward 3: Jesse Garvey
Ward 4: Dan Clemons and Gregg Buehler

Absent: Dave Trinkle and Kerry Brungardt

OLD BUSINESS:

Approval of Minutes of the Regular Meeting of January 19, 2023, as presented.

Councilmember Garvey made a motion to approve Regular Meeting Minutes of January 19, 2023, as presented. Councilmember Buehler seconded the motion. No discussion took place.
Roll Call Vote: Aye: Councilmembers Studnicka, Kirby, Garvey, and Buehler. Nay: none; Abstain: Councilmembers Majure and Clemons; Absent: Councilmembers Trinkle and Brungardt. The motion was approved.

Audience Participation: None.

Presentations: None.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Engineering Contract for Town Centre Lighting Project

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

Base Design: \$26,600 – Civil and Electrical Construction Documents
Alt Task III – \$10,100 - Design of the widened 4H & Centre Drive intersection.

Councilmember Buehler made a motion to approve Task Order #12 with SMH Consultants for the design of the Town Centre Improvements at a contract price of \$36,700 and authorize the Mayor to sign the necessary documents. Councilmember Garvey seconded the motion. Roll Call Vote: Aye: Councilmembers Studnicka, Kirby, Majure, Garvey, Buehler, and Clemons. Nay: none; Abstain: none; Absent: Councilmembers Trinkle and Brungardt. The motion was approved.

Regional Resource Sharing Agreement & Resolution

The Mid America Regional Council (MARC) strives to create consistency and update mutual aid efforts in the Kansas City Region. The Regional Resource Sharing Agreement outlines this policy. It is worth noting that this agreement does not require the City to render aid if we are unable to render aid to any other entity.

Councilmember Buehler made a motion to approve Resolution B-1-2023, a resolution approving participation with the Regional Resource Sharing Agreement. Councilmember Clemons seconded the motion. Roll Call Vote: Aye: Councilmembers Studnicka, Kirby, Majure, Garvey, Buehler, and Clemons. Nay: none; Abstain: none; Absent: Councilmembers Trinkle and Brungardt. The motion was approved.

Executive Session – Attorney-Client Privilege

Councilmember Buehler made a motion to go into Executive Session for consultation with the Attorney for the City which would be deemed privileged in an Attorney-Client relationship, K.S.A. 75-4319(b)(2) for 45 minutes, beginning at 7:03 PM and returning to the Council Chambers at 7:48 PM and to include City Council, City Administrator, and City Attorney. Councilmember Studnicka seconded the motion. Roll Call Vote: Aye: Councilmembers Studnicka, Kirby, Majure, Garvey, Buehler, and Clemons. Nay: none; Abstain: none; Absent: Councilmembers Trinkle and Brungardt. The motion was approved.

Councilmember Garvey made a motion to return to Open Session at 7:48 PM. Councilmember Studnicka seconded the motion. No binding action was taken. Roll Call Vote: Aye: Councilmembers Studnicka, Kirby, Majure, Garvey, Buehler, and Clemons. Nay: none; Abstain: none; Absent: Councilmembers Trinkle and Brungardt. The motion was approved.

REPORTS:

Department Heads: Nothing to discuss.

City Attorney: Nothing to discuss.

City Administrator: February 3, 2023, from 4-6pm the Chamber of Commerce is hosting a happy hour event with local legislators at Ten and Two Coffee.

Governing Body:

Councilmember Majure: Thanked everyone for their hard work.

Councilmember Garvey: The local eyecare center is open for business. Excited to see new business opening doors in Lansing.

Councilmember Buehler: Frank Sinatra debuted with the Tommy Dorsey Orchestra on this day in 1940.

Councilmember Clemons: Nothing to discuss.

Councilmember Studnicka: Saw they are going to start breaking ground on the new dentist office down the street. That is a positive growth and another big business. Dr. Filliman is building that. He was renting one of the Greenamyre buildings down by Harbor Freight.

Councilmember Kirby read a statement from Dave Trinkle:

To Mayor Tony McNeill, City Administrator Tim Vandal, and Fellow Councilmembers, It has been a privilege and honor to serve on the Council for twenty years. There have been ups and downs along the way but the city has grown in that time and will continue to do so. Unfortunately, after

discussions with my family and friends, I have come to the conclusion that the time has come for me to resign, effective immediately. I want to thank past and present city staff, fellow council members, and all of those that I have worked with over the years. A special thanks to the citizens of Ward One for their support over the years.

Dave Trinkle
Ward One
February 2, 2023

Councilmember Studnicka made a motion to accept the resignation of Dave Trinkle. Councilmember Buehler seconded the motion. Roll Call Vote: Aye: Councilmembers Studnicka, Kirby, Majure, Garvey, Buehler, and Clemons. Nay: none; Abstain: none; Absent: Councilmember Brungardt. The motion was approved.

Councilmember Kirby continued: I hope in the future that Dave gets to the point where he can come back for a proper thank you and recognition. Dave has done more than serve on the council. He was a volunteer fireman and storm spotter for fifteen years. He is one of the original fishing derby people that got it started and was very active in that program for twenty years. He and his wife are also foster parents. He has been very active in this community almost his entire life.

ADJOURNMENT:

Councilmember Studnicka made a motion to adjourn. Councilmember Kirby seconded the motion. Roll Call Vote: Aye: Councilmembers Studnicka, Kirby, Majure, Garvey, Buehler, and Clemons. Nay: none; Abstain: none; Absent: Councilmember Brungardt. The motion was approved.

The meeting adjourned at 7:53 p.m.

ATTEST:

City Clerk Tish Sims, CMC

AGENDA ITEM	
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AGENDA ITEM #

CITY OF LANSING, KANSAS
WASTEWATER UTILITY DEPARTMENT
UTILITY TASK VEHICLES BID FORM

2023 Polaris Ranger XP 1000 NorthStar Edition

Company Name and Address: Logistics365, Inc.

84640 US HWY 81

Norfolk, NE 68701

Unit Cost \$ 26,078.42 (x2)

Delivery Cost \$ 0.00

Bid Total \$ 52,156.84

Estimated Delivery Date 08/24/2023

Name of Responsible Individual: Tyler Wingate

Signature:  Date: 01/26/2023

CITY OF LANSING, KANSAS
WASTEWATER UTILITY DEPARTMENT
UTILITY TASK VEHICLES BID FORM

2023 Polaris Ranger XP 1000 NorthStar Edition

Company Name and Address:

Austin Sales Inc

5141 N. 139th St

Kansas City KS 66109

Unit Cost

\$ 25,000.⁰⁰ (x2)

Delivery Cost

\$ 0

Bid Total

\$ 50,000.⁰⁰

Estimated Delivery Date

2-6 months

Name of Responsible Individual:

Brad Stroup

Signature:



Date: 01/25/23



Key Specifications

82	65"	13"
HP	WIDTH	GROUND CLEARANCE

ENGINE & DRIVETRAIN

Cooling	Liquid
Cylinders Displacement	999cc
Drive System Type	High Performance On-Demand True AWD/2WD/VersaTrac Turf Mode
Engine Braking System (EBS)	Not Equipped
Engine Type	4-Stroke Twin Cylinder DOHC
Fuel System/Battery	Electronic Fuel Injection
Horsepower	82 HP
Transmission/Final Drive	Automatic PVT H/L/N/R/P; Shaft

DIMENSIONS

Bed Box Dimensions (L x W x H)	36.75 x 54.25 x 12.5 in (93.3 x 137.8 x 31.75 cm)
Box Capacity	1,000 lb (454 kg)
Estimated Dry Weight	1,913 lbs (867 kg)
Fuel Capacity	11.5 gal (43.5 L)
Ground Clearance	13 in (33 cm)
GVW	3,600 lb (1,632.9 kg)
Hitch Towing Rating	2,500 lb (1,134 kg)
Hitch Type	Standard 2 in (5 cm) Receiver
Overall Vehicle Size (L x W x H)	120 x 65 x 78 in (305 x 165 x 198 cm)
Payload Capacity	1,275 lb (578.3 kg)

AGENDA ITEM

TO: Tim Vandall, City Administrator

FROM: Mike Spickelmier, Director of Public Works *NEWS 9/29/2022*

DATE: October 6, 2022

SUBJECT: Southfork Pipe Liner Installation

Background: This project has been in the CIP for a number of years. The plastic pipeliner was purchased for installation in August of 2021 for \$50,012.20 and is on hand.

Policy Consideration: Bids were solicited under the guidance of the Lansing Purchasing Manual. Bids were opened and read aloud at 10:30a on Thursday September 22, 2022. The results of the bid opening are as follows:

- Lexeco - \$104,300
- Linaweaver - \$55,500
- MegaKC - \$220,750

Financial Consideration: \$100,000 was identified in the 2022 Capital Budge for Drainage Projects in Capital Fund Line Item (70-1-43335)

Public Works is requesting a 5% contingency on this project.

Action:

1. Accept the low bid of \$55,500 from Linaweaver and direct staff to proceed with the project with a 5% contingency.

AGENDA ITEM



Linaweaver Construction, Inc.

719 E Gilman Rd
Lansing, KS 66043
913-351-3474
marcus@linaweaver.com
www.linaweaver.com

CHANGE ORDER 1

ESTIMATE REVISION	DATE
1	2/6/2023

Project					Plans Dated
SOUTH FORK					
CONTACT PERSON	CONTACT NUMBER	EMAIL ADDRESS			
Work Description	Quantity	Unit	Unit Price	Total	
ADD RIP RAP TO WEST SIDE OF PIPE	100	LS	\$ 100.00	\$ 10,000.00	
DEDUCT TIE INS	-2	EA	\$ 2,500.00	\$ (5,000.00)	
INSTALL 15' LONG X 3' DEEP X 18" WIDE	1	LS	\$ 2,675.00	\$ 2,675.00	
Tax Exempt - Yes Prevailing Wage - No					
TOTAL AMOUNT DUE				7,675.00	

Exclusions:

Prices are good for 30 days.

Marcus Linaweaver
PREPARED BY

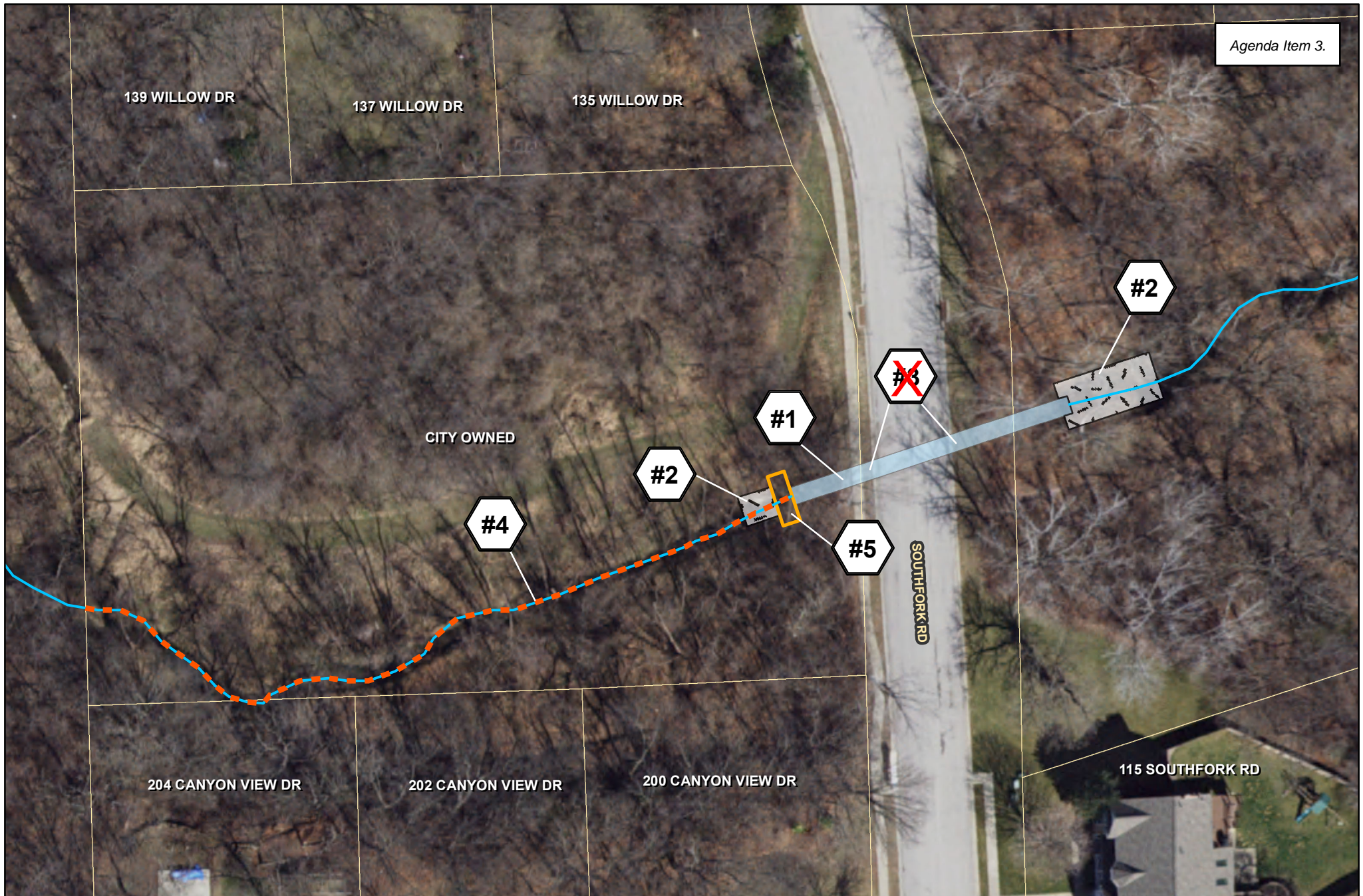
SIGNATURE

2/6/2023
DATE

ACCEPTED BY

SIGNATURE

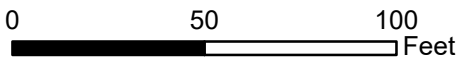
DATE



- Legend**
- Channel Cleaning
 - Stream Centerline
 - Toe-Wall
 - Riprap
 - Pipe Location

#2 - Increase from 200 ton to 300 ton of riprap
#5 - Install new Toe-Wall (See Detail)

**Southfork Pipe Project
Exhibit A**



1 inch = 50 feet

Southfork Pipe Liner Installation Project

Photos 2/6/2022



Photo 1 – Inlet side looking east



Photo 2 – outlook side looking east from top



Photo 3 – Outlet side looking north from side looking



Photos 4 – Outlet side looking west from flow line

AGENDA ITEM

TO: Mayor McNeill, Lansing City Council
 FROM: Tim Vandall, City Administrator
 DATE: February 8, 2023
 SUBJECT: Fireworks Contract

Explanation: Each of the last three years the City has put the fireworks celebration out to bid and only received one proposal. The City has been pleased with Victory Pyrotechnics' show, flexibility in dates and location, and responsiveness to questions. Previously, staff had discussed a multi-year contract with our point of contact, Cody Hanna. This was viewed as a way for the City to lock in pricing as costs continue to go up, and potentially receive more bang for our buck (Option 4). The City recently received the proposal, which is enclosed.

The date and location of this year's show was locked in previously, but this would also lock in the next two years for Saturday, June 29th, 2024 and Saturday, June 28th, 2025. As we currently do, both parties would need to mutually agree on rain/weather dates.

Policy Consideration: None

Financial Consideration: Victory Pyrotechnics has laid out four options. Options Three and Four indicate a 50% deposit in 2023 but would then equate to either an 8% cash discount (Option 3) or 14 additional product allotment (Option 4). This event is paid for through line item 43501 in the Transient Guest Tax Fund.

Action: The Council selects Option _____, Paying _____ Year 1, _____ Year 2, and _____ Year 3.

PROPOSAL

CITY OF LANSING

2023 - MULTI YEAR, ONE REOCCURRING EVENT



PO Box 219
Clearwater, KS 67026



800.516.4629



victorypyro.com
sales@victorypyro.com

CREATED FOR:

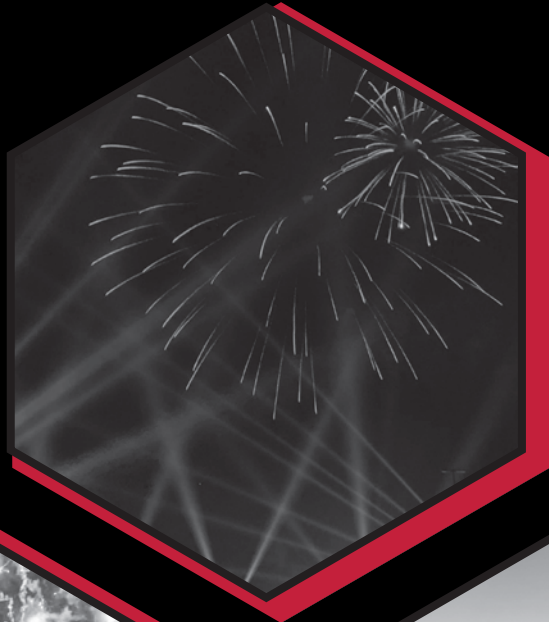
Tony McNeill
Mayor

CREATED BY:

Cody Hanna
Director of Business Development

VALID UNTIL:

Mar 9, 2023



ARCHITECTS OF MAGIC

HELLO AND WELCOME!

Tony,

Thank you for allowing myself and our entire team at Victory to design and produce a proposal for your organization and project.

We take great pride in knowing that you have entrusted us to create a proposal for you. We hope that throughout this document you will find services that both fulfill your needs and exceed your expectations.

From our conversations, we have taken into account your wants and needs and created an offering of services custom tailored to you and your event. In the following pages we will elaborate on our dreams for your project so buckle up!

We like to do things a little differently. Everything we do is done while keeping you and your organization top of mind. From start to finish, we have hand crafted an experience that we hope you find to be helpful in making your project the best it can be.

At our core, we have a **Passion for People**, a **Passion for Events**, and most importantly a **Passion to Thrill**. These passions of ours are the heartbeat of our culture and fuel our desire to elevate your project to new heights.

Simply put, we are here for you! On this journey, we make your life easier.

Sincerely,

Cody Hanna



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WHAT TO EXPECT, READY FOR TAKE OFF

Envision this proposal is like a rocket blasting off into space, the catalyst for a strong start to your project! We have worked hard to make sure this information is easy to read, 100% transparent, and ready for your team to dissect and discuss.

Each data point we share has a great impact on the success of your project and is important to the overall quality of the end result. We have carefully compiled all of this information and strategically calculated each parameter to create a Thrilling, out of this world experience for you and your audience.

We hope you are prepared to experience the Victory difference. There is truly nothing like it. We are Architects, Architects of Magic who create stories, moments, and experiences that will last a lifetime. We can promise you that.



THE DETAILS

FOURTH OF JULY - CITY OF LANSING, KANSAS (2023-2025)

During the *Dream Phase*, we collect information important to your events. Below we have listed all the details we have collected during this initial phase of planning. These details are important to us; it is crucial that we have this information correct. Please review this information and confirm that what we have listed is the most up to date.

CLIENT INFORMATION

Organization Name	City of Lansing
Address:	800 1st Ter
Name:	Tony McNeill
Phone:	+19137273036
Email:	mayor@lansingsks.org

By checking this box, you are confirming that the **Client Information is correct**

☐

PROJECT INFORMATION

Type of Agreement:	Multi Year, One Reoccurring Event
Duration of Agreement:	3 Years
Number of Events:	3
Project Location:	Kenneth W Bernard Community Park 15650 Gilman Rd, Lansing, KS 66043

By checking this box, you are confirming that the **Project Information is correct**

☐

THE DREAM

We are ecstatic at the opportunity to create something special for you and your project. We take great pride in our proposals and hope as you read through this document that we are able to convey our one-of-a-kind vision for your event; If you are a dreamer, consider this proposal **our dream** for **your event**.

RECOMMENDED SERVICES

Our team will work with you to create the perfect set of services for your event. Each step of our design process is thought through in high-detail to create a next level experience for you and your audience.

PYROMUSICAL PRODUCTION

Unlike any firework display you've ever seen before, our best-selling pyromusical production will incorporate a custom soundtrack with choreographed pyrotechnics to cap off your great event! The show we have envisioned will be a fully immersive and imaginative experience that is nothing short of extraordinary. Just trust us, you will watch in amazement as the fireworks dance to the music!

DESIGN STEPS TO MAKE YOUR DISPLAY PERFECT



Script and Audio Mastering

Our dedicated team of audio wizards will work with you to create a soundtrack perfectly fit for your event. From Jazz to Rock and anything in between, our audio gurus will be there to help tell the story of your display.



Pyrotechnics Choreography

After the soundtrack is perfected, our pyro-designer magic will begin. In this phase, the focus will be on creating pyro-moments that perfectly fit the story and are effortlessly synchronized to create a captivating experience.

Note: Adequate audio will need to be provided for a pyromusical to be effective. At an additional cost, not listed on this proposal, Victory can coordinate and provide audio.

Our dream should closely align with that of yours and your team. We hope that the picture we are painting is exactly what you have been looking for!



DISPLAY INSIGHTS

Every company portrays their proposals differently which we understand can make choosing a vendor near to impossible. While our proposals are different, we like to stay honest and transparent from the start and create what is best for you!

Truthfully speaking, our number one goal is to produce a high quality end result, perfectly fit for you and your event. We hope the breakdown of the information below will provide further clarity and a better understanding of our dream for your display.

Display Type:	Pyromusical Display
Duration (In Minutes):	20 Minute(s)
Ignition Type:	Electronically Fired
Type of Product:	Sweep and Slices;Single Shots;Multi Shot Cakes;Aerial Shells
Max Effect Size:	6.0"
<small>*Contingent on final site review</small>	
Total Number of Effects:	2,000 to 2,200
Effects Per Minute:	100 to 110

By initialing, you are confirming that you understand the Display Insights

After 5 years in the industry of pyrotechnics, we have chosen to move away from the traditional format of proposals that most times contain inaccurate and misleading shell counts. Instead, we have found a way convey our Dream to you, our valued client, where we are able produce our best work while keeping the customer deeply informed about our intentions and desire to provide the best service attainable.

Overall, these points of emphasis should give you a great idea of what to expect with your displays set to take place on 2023-07-01, 2024-06-29, 2025-06-28 at Kenneth W Bernard Community Park. Your 3 20 minute, Pyromusical Displays will be sure to impress your audience as a variety of effects launch into the sky.



EFFECT DESCRIPTION, TYPES OF PRODUCT

When we design shows, we don't just throw random product together and call it good. Instead, we meticulously think through each effect and its placement within your show. This is another reason why we don't provide effect counts up front because our method gives us the creative freedom to design something epic for you and your event.

As mentioned before, we provide a general scope in our proposals. This includes effect range and effects per minute (EPM). Additionally, we also provide you with some general knowledge on the types of effects we intend to use. Below, you will find a summary of some of the types of effects and colors we will use.

SINGLE SHOTS

With single shots, we are able to use a variety of colors to create different patterns and looks in the sky synced with the musical selection. These devices are specifically good for intricate beat patterns where we can control the timing of each individual effect to get the perfect chase.

USED



SWEEPS AND SLICES

Sweeps and slices are typically a good way to put an exclamation mark on parts of the show throughout its duration. Much like single shots, however, these effects launch simultaneous or "sweeps" from left to right or right to left. We use these effects for big, building moments in your show.



MULTI SHOT CAKES

Multi Shot Cakes are the perfect product for all types of displays from small scale to large scale. We use these devices to paint the sky with a wide variety of beautiful effects. These include rapid fire finales to perfectly timed waterfalls spread across the sky. No show would be complete without multi shot cakes.



AERIAL SHELLS

Aerial shells are a true crowd pleaser. These shells launch into the dark night sky and paint an array of colors, patterns and effects at a high altitude. These effects, if permitted for the shoot site, reach the highest heights and set the bar for the rest of the display. The best of the best, indeed.



MULTI-YEAR PROJECT PROPOSAL

A multi-year project proposal is a mutually beneficial agreement between Victory and City of Lansing that will ensure up to 3 Years of successful projects together without all of the hassle of year to year paperwork, formalities, and simply put, the extra headaches that yearly proposals bring with them.

BENEFITS OF A MULTI-YEAR PROJECT AGREEMENT

- **Peace of Mind** by locking in your event date and price in advance
- **Assurance of Quality** and your projects associated value
- **Saves You Time** with less bureaucracy and time for approval
- **Discounts and Perks** that will only make your project better
- **Familiar Team and Process** by working with Victory on a multi-year project

SCHEDULE OF PROPOSED PROJECTS - APPX A

YEAR 1:	2023-07-01 at 10:00 PM
YEAR 2:	2024-06-29 at 10:00 PM
YEAR 3	2025-06-28 at 10:00 PM

Note: Dates in Year 2 and Year 3 are put in place as filler dates and can be adjusted prior to signing the Agreement if needed.

Please initial to confirm the Schedule of Proposed Projects:

HOW IT WORKS, WHAT ARE YOUR OPTIONS

With Victory's multi year project agreements, we offer several different versions to fit the needs of each of our client's unique needs.

Option 1 – Just sign, no deposit required for Year 2 or Year 3 – Includes a 4% Cash Discount

Balance is due in full annually on the month and day, of the respective year, this Agreement is accepted.

Option 2 – Just sign, no deposit required for Year 2 or Year 3 – Includes a 6% Additional Product Allotment

Balance is due in full annually on the month and day, of the respective year, this Agreement is accepted.

Option 3 – Sign, Year 1 paid in full + 50% deposit for Year 2 & 3 – Includes a 8% Cash Discount

Year 1 paid in full with a 50% deposit for Years 2 and 3 is due when this Agreement is accepted. The remaining balance for the preceding years will be split equally and is due in full on the date of the respective year that this Agreement is accepted.

Option 4 – Sign, Year 1 paid in full + 50% deposit for Year 2 & 3 – Includes a 14% Additional Product Allotment

Year 1 paid in full with a 50% deposit for Years 2 and 3 is due when this Agreement is accepted. The remaining balance for the preceding years will be split equally and is due in full on the date of the respective year that this Agreement is accepted.



SCHEDULE OF PAYMENTS - APPX B

OPTION 1 - NO DEPOSIT, 4% CASH DISCOUNT

Payment is due in full on an annual basis. Due dates are based on the month and day that this Proposal and Agreement are accepted by both Sponsor and Victory.

FOR	DATE INVOICED	DUE DATE	CASH DISCOUNT	AMOUNT DUE	YEARLY VALUE
YEAR 1	DATE OF ACCEPTANCE	NET 15	\$1,033.54	\$24,804.96	\$25,838.50
YEAR 2	DATE OF ACCEPTANCE, YEAR 2	NET 15	\$1,033.54	\$24,804.96	\$25,838.50
YEAR 3	DATE OF ACCEPTANCE, YEAR 3	NET 15	\$1,033.54	\$24,804.96	\$25,838.50

OPTION 2 - NO DEPOSIT, 6% ADDITIONAL PRODUCT ALLOTMENT

Payment is due in full on an annual basis. Due dates are based on the month and day that this Proposal and Agreement are accepted by both Sponsor and Victory.

FOR	DATE INVOICED	DUE DATE	PRODUCT ALLOTMENT	AMOUNT DUE	YEARLY VALUE
YEAR 1	DATE OF ACCEPTANCE	NET 15	\$1,550.31	\$25,838.50	\$27,388.81
YEAR 2	DATE OF ACCEPTANCE, YEAR 2	NET 15	\$1,550.31	\$25,838.50	\$27,388.81
YEAR 3	DATE OF ACCEPTANCE, YEAR 3	NET 15	\$1,550.31	\$25,838.50	\$27,388.81

OPTION 3 - 50% DEPOSIT YEARS 2 & 3, 8% CASH DISCOUNT

Year 1 paid in full with a 50% deposit for Years 2 and 3 is due when this Agreement is accepted. The remaining balance for the preceding years will be split equally and is due in full on the date of the respective year that this Agreement is accepted.

FOR	DATE INVOICED	DUE DATE	CASH DISCOUNT	AMOUNT DUE	YEARLY VALUE
YEAR 1	DATE OF ACCEPTANCE	NET 15	\$2,067.08	\$49,609.92	\$25,838.50
YEAR 2	DATE OF ACCEPTANCE, YEAR 2	NET 15	\$2,067.08	\$10,852.17	\$25,838.50
YEAR 3	DATE OF ACCEPTANCE, YEAR 3	NET 15	\$2,067.08	\$10,852.17	\$25,838.50

OPTION 4 - 50% DEPOSIT YEARS 2 & 3, 14% ADDITIONAL PRODUCT ALLOTMENT

Year 1 paid in full with a 50% deposit for Years 2 and 3 is due when this Agreement is accepted. The remaining balance for the preceding years will be split equally and is due in full on the date of the respective year that this Agreement is accepted.

FOR	DATE INVOICED	DUE DATE	PRODUCT ALLOTMENT	AMOUNT DUE	YEARLY VALUE
YEAR 1	DATE OF ACCEPTANCE	NET 15	\$3,617.39	\$51,677.00	\$29,455.89
YEAR 2	DATE OF ACCEPTANCE, YEAR 2	NET 15	\$3,617.39	\$12,919.25	\$29,455.89
YEAR 3	DATE OF ACCEPTANCE, YEAR 3	NET 15	\$3,617.39	\$12,919.25	\$29,455.89

Please select the Option you would like to proceed with and initial to confirm:



BREAKDOWN OF PRICING

Please review the breakdown of pricing listed below. Questions? Let us know!

	PRICE	SHOWS	DISCOUNT	LINE TOTAL
DESIGN				
Soundtrack Creation	\$3,000.00	3	-\$2,250.00	\$6,750.00
Pyrotechnics Choreography	\$1,500.00	3	-\$1,125.00	\$3,375.00
MATERIALS				
Pyrotechnics	\$17,500.00	3	-\$6,562.50	\$45,937.50
LOGISTICS				
Labor	\$2,322.00	3	\$0.00	\$6,966.00
D1, D2, T1 x3, T2 x3				
Lodging	\$750.00	3	\$0.00	\$2,250.00
Delivery	\$1,329.00	3	\$0.00	\$3,987.00
PAPERWORK				
Insurance	\$2,500.00	3	\$0.00	\$7,500.00
Licensing	\$250.00	3	\$0.00	\$750.00
Total for 3 Years				\$77,515.50
LESS DISCOUNTS				

By initialing, you are confirming that you understand the Breakdown of Pricing

Note: Sales Tax will be applied to the appropriate line items in the billing process if you are not exempt from such taxes.



BILLING

This information will be added to your account so all future invoices are sent through the proper channel in your organization to streamline the billing process.

CLIENT SPECIFIC

Bill To:

Point of Contact:

Phone:

Email:

Address:

Preferred Payment Method:

Sales Tax Exempt:

If yes, Tax Exempt #:

By initialing, you are confirming that the client specific billing information is correct

PROJECT SPECIFIC

Price: \$77,515.50, Paid on Terms Listed in Appx B

Standard Payment Terms: Net 15

Type: Multi Year, One Reoccurring Event

Description of Discount: Line item discounts given, additional perks available for multi year project acceptance

By initialing, you are acknowledging the items listed above



SUMMARY OF PROPOSAL

Here is all the information explained in greater detail on the proceeding pages, crammed into an easily readable summary.

PROJECT INFORMATION

Project Date & Time: 2023-07-01, 2024-06-29, 2025-06-28 at 10:00 PM

Project Location: Kenneth W Bernard Community Park

15650 Gilman Rd, Lansing, KS 66043

DISPLAY INSIGHTS

Display Type & Duration: Pyromusical Display, 20 Minute(s)

Ignition Type: Electronically Fired

Type of Product: Sweep and Slices;Single Shots;Multi Shot Cakes;Aerial Shells

Max Effect Size: 6.0"
*Contingent on final site review

Total Number of Effects: 2,000 to 2,200

Effects Per Minute: 100 to 110

AGREEMENT & BILLING

Price: Shall not exceed \$77,515.50 for 3 Displays, Sales Tax not included

Agreement Type: Multi Year, One Reoccurring Event

Standard Billing Terms: Net 15 Paid on Terms listed in Appx B

Description of Discount: Line item discounts given, additional perks available for multi year project acceptance

OTHER IMPORTANT DETAILS TO CONSIDER

Crew: State licensed pyrotechnician and support staff provided

Insurance: Standard - \$1M GL + \$3M Aggergate

Licensing: Victory will secure all the necessary licensing and permits

By initialing, you are confirming that you understand the Summary of Proposal



WHAT'S NEXT? LET'S MAKE IT HAPPEN!

So you are probably wondering, **"WHERE DO WE GO FROM HERE?"**.

Great question, let's make it happen - we are setting our sights high.

We hope this in-depth overview of how we would work together to create a magical display for you and your audience checked all the boxes for you and your team.

Many hours went into preparing this document and we hope you have found all the information you need to make an informed decision for your event. However, if you find yourself with questions unanswered, please do not hesitate to reach out.

Let's move forward, **TOGETHER!**

If the proposal looks good, go ahead and proceed to the next page to review and sign the agreement. From here, our team will process your billing and get to work designing thrilling moments perfectly fit for your event.

We will take care of everything from this point forward while continuing to update you as we push towards excellence on your display. At the end of the day, we are here to make your life easier. We will do our best to create the best experience for you and produce the best service possible, that is our promise.

We look forward to hearing your feedback and answering any questions you may have!

TERMS OF PROPOSAL

This proposal is valid for 30 days after initial sign-off date by your dedicated Project Specialist. After the 30 days, the document will become expired and a new proposal will have to be sent. Pricing after this period is subject to change. The price firm date and the expiration of this document is considered to be Mar 9, 2023.

By initialing, you are confirming that you understand the Terms of Proposal





VICTORY
PYROTECHNICS
& SPECIAL EFFECTS

Agenda Item 4.

Multi - Year **DISPLAY AGREEMENT**



CITY OF LANSING

Feb 6, 2023



800.516.4629
contracting@victorypyro.com



www.victorypyro.com



PO Box 219
Clearwater, Kansas 67026

THIS AGREEMENT

("Agreement") is entered into on Feb 6, 2023 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, firework displays on the following designated date(s) and location: 2023-07-01, 2024-06-29, and 2025-06-28 at 15650 Gilman Rd, Lansing, KS 66043, as detailed in Proposal 82, which has been accepted by the Sponsor and incorporated herein by this reference, (the "Displays") in accordance with the program approved by both Parties in Appendix A.

2. PRICE AND PAYMENT TERMS. MULTI YEAR PROJECT

Total Price of \$77,515.50 less any discounts, if applicable, is to be paid in accordance with the Schedule of Payments agreed upon and referenced in Appendix B. All balances will have Net 15 payment terms and be due on the date this Agreement is accepted by all parties for each respective year of the multi year project.

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 noted in Sponsor duties.

C.H.

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 adequate barriers 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.

Victory agrees to provide, at its expense, commercial general liability insurance coverage in an amount not less than Standard - \$1M GL +\$3M Aggregate. Victory shall provide Sponsor with a certificate of insurance within ten days of the Displays. 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 displays 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 Displays and Victory agrees that such consultation was accomplished, and the level of fire protection is adequate for the size of Display 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 Displays and until the discharge site has been inspected by Victory's pyrotechnic operator after the Displays.**

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.

C.H.

Sponsor has the right to unilaterally cancel a particular Display prior to the scheduled date by giving Victory written notice of cancellation. If so, Sponsor shall pay Victory, as liquidated damages, the following percentages of the compensation set forth in Section 2, for that particular display.

- 60% if cancellation occurs 30 to 90 days prior to the Display date,
- 80% if cancellation occurs 15 to 29 days prior to the Display date,
- 100% if cancellation occurs within 14 days, or less, of the Display date.

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 Displays 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.

C.H.

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.

C.H.

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, LLC

City of Lansing

Cody Hanna

02 / 06 / 2023

Cody Hanna

Tony McNeill

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	22553	22,664	111	
						0	
						0	
						0	
						0	
Total						111	

Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2018	Advance	SC1500	AutoScrubber Floor Machine	57.8	59.3	1.5	Community Center Cleaning
2018	Kubota	ZG227-A	Mower	279.5	279.5	0	
2021	Kaivac	1750	Cleaning Machine	9.3	9.6	0.3	
						0	
						0	
						0	
Total						1.8	

Lansing Community and Economic Development Department

Monthly Fleet Report

Month January **Year** 2023

Vehicles

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2006	Ford	Ranger XLT	67211	LT. Pick-up Ext	62,455	62,740	285	
2015	Dodge	Journey	A6545	SUV	79,068	79,091	23	KTag: KTA. 02497158
2022	Dodge	Ram	D100764	1500 Pick up Truck	1,544	1,736	192	

Parks and Recreation Fleet Report January 2023

Vehicles:

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
2006	Dodge	Caravan	Minivan	52,667	52,715	48	AC/Parks use	
2014	Ford	F-350	Dump truck	22,809	22,951	142.0	Parks maintenance	
2016	Jeep	Patriot	SUV	66,672	66,828	156	Activity Center use	
2017	Chevrolet	Silverado	truck	21,874	22,604	730	Parks maintenance	
2018	Ford	F-350	4-dr crew	32,069	32,841	772	Parks maintenance	
Total						1848.00		

Equipment:

Year	Make	Model	Description	Hours Start	Hours End	Hours used	Current Use	Comments
1992	Massey Ferguson	1020	Tractor	1986.2	1986.2	0	Parks maintenance	
2005	Kubota	F3060	mower	378.6	378.6	0	Parks maintenance	
2007	Turbo Tool Cat	5600	utility vehicle	1280.8	1282.1	1.3	Parks maintenance	
2012	Wright	ZK	stander mower	1165	1165	0	Parks maintenance	
2016	ABI	Force	infield groomer	317.6	318.6	1	Parks maintenance	
2017	Kubota	ZD1211	mower	884.3	884.3	0	Parks maintenance	<i>out for service</i>
2018	Polaris	Ranger	utility vehicle	381	383.5	2.5	Parks maintenance	
2019	Exmark	LZ 72	mower	604.5	606.9	2.4	Parks maintenance	
2019	Emark	LZ 96	mower	294	294.6	0.6	Parks maintenance	
2020	Kubota	ZD1211	mower	309.8	309.8	0	Parks maintenance	<i>out for service</i>
2022	Wright	ZK	stander mower	12.2	12.2	0	Parks maintenance	
Total						7.80		

Lansing Police Department
Vehicle Fleet End of Month Report

Jan-2023

Unit	Year	Make/Model	VIN Last 5	Mileage as of 12/01	Mileage as of 02/01	Miles Driven	Current Use	Future Use	Comments
1	2013	Ford Explorer	40459	106653	107354	701	Detective	Detective	Limited Use - Detective
2	2020	Dodge Durango	96952	43915	48886	4971	Patrol	Patrol	Fit for patrol duty
3	2021	Dodge Durango	64458	25626	28922	3296	Patrol	Patrol	Fit for patrol duty
4	2015	Ford Explorer	40976	81380	85197	3817	Patrol	Patrol	Fit for patrol duty
5	2021	Dodge Durango	64459	7110	7391	281	Captain	Captain	Limited Use - Captain
7	2018	Ford Explorer	34004	25956	26800	844	Patrol	Patrol	Fit for patrol duty
8a	2017	Dodge Charger	86270	76363	77661	1298	Patrol	Patrol	Fit for patrol duty
9	2018	Ford Explorer	34003	36850	37528	678	Patrol	Patrol	Limited Use - Lieutenant
11	2003	Ford F150	64639	86937	89303	2366	Animal Control	Animal Control	Limited Use - AC
12	2019	Dodge Durango	85335	27518	29048	1530	Chief	Patrol	Limited Use - Chief
13a	2017	Dodge Charger	96163	88619	90483	1864	Patrol	Patrol	Down for Repairs
15	2021	Dodge Durango	34002	14654	17793	3139	Patrol	Patrol	Fit for patrol duty
10	2022	Dodge Ram Truck	95063	152	1233	1081	Chief	Chief	Fit for patrol duty
14	2022	Dodge Ram Truck	95064	0	1888	1888	N/A	Patrol	Fit for patrol duty
				Mileage Total:		27754			

Lansing Public Works Department**Monthly Fleet Report**
Month January **Year** 2023
Vehicles

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2022	Dodge	Ram 2500	B3859	Pick-up	1,204	1,251	47	
1998	Ford	1/2 ton	48091	Pick-up	70,743	71,081	338	
2005	Sterling	LT 8500	64614	Dump Truck	61,183	61,335	152	
2007	Elgin	Crosswind J+	70295	Street Sweeper	7,102	7,102	0	
2017	Chevrolet	3500	88437	Pick-up Truck	32,754	33,365	611	
2011	International	7400	75269	Dump Truck	22,850	22,931	81	
2016	Ford	F350 4x4	88468	One-ton Dump Truck	19,389	19,630	241	
2013	Ford	Explorer	80551	SUV	77,730	78,202	472	
2019	Ford	Ecosport	A4358	SUV	10,001	10,013	12	KTag- KTA. 02497157
2020	Chevrolet	3500	A8914	One-ton Dump Truck	6,461	6,722	261	
2005	Mack	Granite	B0282	Dump Truck	45,186	45,269	83	
2005	Ford	Ranger	57932	LT- Pick-up Ext	52,038	52,045	7	

Equipment

Year	Make	Model		Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH		Grader	5,165	5,165	0	
2004	IR	DD-24		Asphalt Roller	314	314	0	
2006	IR	185		Air Compressor	229	229	0	
1997	Bobcat	763		Skid Steer	2,343	2,343	0	
2014	Case	580 SNWT		Backhoe	1,903	1,918	15	
2002	Crafco	110		Crack Sealer	842	842	0	
2003	Kubota	L3710		Tractor	1,631	1,631	0	
2009	Case	465		Skid Steer	769	769	0	
2018	John Deere	5065E		Tractor	213	213	0	
2018	Vermeer	BC1000		Chipper	15	15	0	
2022	Case	SV280B		Skidsteer	45	45	0	

January			
City Influent	25.63 MG	City Avg Daily	.827 MGD
LCF Influent	.492 MGD	LCF Daily Avg	0.159 MG
Total Biosolids	1.11 MG	Precip	1.03 inches

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1999	Sterling	Vactor	Jet Truck	8506	8506	0	Collection System	
2012	Chevrolet	Tahoe	SUV	109739	109829	90	Ops/Maint.	
2019	Ford	F250	Pick Up Truck	10763	10808	45	Ops/Maint.	
2019	Ford	F250	Flatbed Truck	4262	4298	36	Ops/Maint.	
2005	Freightliner	M2106	Dump Truck	26372	26468	96	Biosolids Disposal	
Total						267		

Equipment

Year	Make	Model	Description	Hours Start	Hours Ending	Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	991	992	1	Plant Activities	
1999	Sterling	Vactor	Jet Truck	228.6	228.6	0	Collection System	
2004	John Deere	7920	Tractor	1347	1347	0	Biosolids Disposal	
2005	Polaris	Ranger #1	Utility Vehicle	1494	1497	3	Operations	
2004	Case	621D	Loader	2515	2521	6	Operations	
2005	Polaris	Ranger #2	Utility Vehicle	1660	1668	8	Maintenance	
2006	JCB	531-70	Telehandler	698	699	1	Plant Activities	



City of Lansing
800 First Terrace
Lansing, Kansas 66043

City Administrator's Report
February 16, 2023

Agenda Items:

The Wastewater Fund requested bids to replace two Polaris Ranger UTVs. The existing units are from 2005, are past their useful life, and require a great deal of maintenance. The low bid for the replacement came from Austin Sales, INC for \$25,000 each (\$50,000 total). Staff will sell the existing units on the PurpleWave auction site, where we anticipate them selling for \$2,000-\$4,000 each. This expense was budgeted last summer and will come from the Wastewater Equipment line item.

Linaweaver Construction has begun work on the installation of the pipe liner under Southfork Drive. A change order is being requested (page 11) to add additional rip/rap to the area and to install a small toe-wall to the area. This change order is within the staff's purchasing authority, but our auditors are requesting formal governing body approval of all change orders over the contingency amount. Photos of the installation area are included in the packet for reference.

Each of the last three years the City has put fireworks out to bid and we have only received one proposal. Victory Pyrotechnics is proposing a longer-term contract which locks in the dates and prices for the next three years and could potentially generate 8% savings or 14% more product depending on which option we prefer. The City has been pleased with their performance since they began in 2018. Funds for this event come from Transient Guest Taxes generated by hotels in Lansing. Regardless of which option the Governing Body prefers, our auditors have asked that we specifically state in the motion how much money we would pay to Victory Pyrotechnics each year.

Public Works:

We anticipate the K7/Eisenhower project to be completed once asphalt is poured this spring. We do not have an exact date yet but should be once the weather becomes warmer.

The repair work on the northern Town Center detention pond was completed on January 13th. We are holding 5% retainage until the grass seed is established.

Clearwave Fiber has been issued 14 permits within Lansing, and an additional four KDOT permits to conduct work in the right-of-way. Clearwave is in the process of planting grass in some areas, with additional seeding likely to take place over the next couple of months. AT&T has been issued six permits, and one KDOT permit to work in the right-of-way. AT&T will likely continue working in Lansing in 2023 and perhaps beyond. AT&T has also stated they will cease installation of the above ground utility boxes in front yards but may still install in rear



City of Lansing
800 First Terrace
Lansing, Kansas 66043

utility easements. Moving forward, AT&T will utilize at-grade utility boxes, also known as flowerpots. No permits will be released from bonds until soil restoration has been accepted.

The City is again working with KDOT to replace the plain green signage along K7 with wayfinding signs directing drivers to City Hall, the library, Lansing High School, etc.

The consultant for the countywide transportation study will host an open house in the Community Center at 5pm on April 6th; following the open house, they will attend that evening's City Council meeting to update the governing body on their progress.

Community & Economic Development:

Family Eye Care opened last week! Congratulations to the Family Eye Care team. Be sure to check them out!

We anticipate demolition of the former ShoeBox building at the corner of Eisenhower/K7 to begin shortly. Once demolition is complete, construction of Take5 Oil Change will begin.

Dirt work has begun for the new dental office south of Mutual Savings. Once complete, this project will house a new 3,500 SF dental clinic; the lot is deep enough to also accommodate a 6,000 SF building on the east side of the lot (to be built at a future date). Access for these properties will be off First Terrace.

Work continues on the townhomes at Fairlane and Santa Fe. The completion date for the 14-unit townhome complex is tentatively scheduled for the summer of 2023. We have been invited to tour the units in May once they are near completion.

YTD Sales Tax Update:

	2022 YTD	2023 YTD	Difference
Local Sales & Use Tax (1.45%)	\$168,256	\$185,536	\$17,280, 10.27 %
County Sales Tax	\$81,575	\$80,822	-\$753, -.9%
County Use Tax	\$33,005	\$33,081	\$76, .23%
Guest Tax	\$21,421	\$29,980	\$8,559, 36.96%

The .45% sales tax generated \$57,616 in the first month of 2023, on pace for \$691,392. The 2022 debt payment for DeSoto Road was \$389,475, leaving \$301,917 toward park improvements this year. The new special sales tax for the pool will begin July 1, 2023.

Wastewater:

The City Council approved staff to advertise the Town Centre Sewer Replacement project for

bids in the fall of 2023. All of the temporary and permanent easements for the project have been signed. 100% plans, specifications, and permitting are complete. The latest engineer estimate for construction is \$900,000.

The 90% plans for the McIntyre Sewer Interceptor have been reviewed by staff and returned to the design engineer. The next step for the project is to acquire easements or permission from landowners to perform geotechnical work and a tree survey to refine the cost estimate. The tree survey has been completed and will be incorporated into the plans. This project will extend sewers to McIntyre Road and include the installation of nearly 9,500 feet of pipe.

Parks & Recreation:

Several months ago we briefly discussed the prospect of contracting out our concession stand for the summer. The City requested proposals from interested parties and received one response. We are currently in discussions with the interested company and will attempt to have a contract for concession services at a future meeting.

Meetings & Announcements:

The City currently has an opening on the Parks & Recreation Advisory Board and multiple openings on the Building Trade Board of Appeals and Plumbing Trade Board of Appeals.

The City currently has openings for Police Officer I/II, and Parks & Recreation Laborer.

- Wednesday, February 15th Planning Commission Meeting, 7:00pm, City Hall
 - Root Plat (two lots)
- Thursday, February 16th City Council Meeting, 7:00pm, City Hall
- Monday, February 20th President's Day Holiday, City Offices Closed
- Thursday, February 23rd City Council Work Session, 7:00pm, City Hall
 - Humane Society & Drainage Projects
- Thursday, March 2nd Potential Special Meeting*, 6:00pm, City Hall
 - Interview Ward One Candidate(s)
- Thursday, March 2nd City Council Meeting, 7:00pm, City Hall
- Wednesday, March 15th Planning Commission Meeting, 7:00pm, City Hall
- Thursday, March 16th City Council Meeting, 7:00pm, City Hall
- Thursday, March 23rd City Council Work Session, 7:00pm
 - TBD
- Thursday, April 6th City Council Meeting, 7:00pm, City Hall
 - Recognition of Citizens Academy Graduates



City of Lansing
800 First Terrace
Lansing, Kansas 66043

Sincerely,

Tim Vandall