

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

OLD BUSINESS

1. Approval of Minutes

AUDIENCE PARTICIPATION

PRESENTATIONS

2. Officer Recognition

NEW BUSINESS

3. Authorization of Potential Partnership With Lan-Del for Water Line on Center Drive
4. Authorization to sell Lot 2 of Lansing Towne Centre Replat
5. Request to Approve Supplemental Agreement #1 for the McIntyre Road - Sanitary Sewer Interceptor Project (City Project 2021-04)

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

6. May Fleet Report
7. City Administrator Report

PROCLAMATIONS

OTHER ITEMS OF INTEREST

ADJOURNMENT

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

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Tish Sims, City Clerk
DATE: June 2, 2023
SUBJECT: Approval of Minutes

The Regular Meeting Minutes of June 1, 2023 are enclosed for your review.

Action: Staff recommends a motion to approve the Regular Meeting Minutes of June 1, 2023, as presented.

AGENDA ITEM

CITY OF LANSING
CITY COUNCIL MEETING

MEETING MINUTES
June 1, 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: Kevin Gardner and Gene Kirby
Ward 2: Don Studnicka and Marcus Majure
Ward 3: Kerry Brungardt and Jesse Garvey
Ward 4: Dan Clemons and Gregg Buehler

Absent: None.

OLD BUSINESS:

Approval of Minutes of the Regular Meeting of May 18, 2023, as presented.

Councilmember Brungardt made a motion to approve Regular Meeting Minutes of May 18, 2023, as presented. Councilmember Garvey seconded the motion. No discussion occurred. **Roll Call Vote: Aye: Councilmembers Kirby, Majure, Garvey, Buehler, Clemons, Brungardt, Studnicka and Gardner. Nay: none; Abstain: none; Absent: none. The motion was approved.**

Audience Participation: Rob Gaslin, Cottonwood Dr, City Appointed Chairman of the Board of Trustees for Fire District #1. Discussed the difficulty in filling the jobs to accomplish the mission, and the research the board has done regarding retention rates for volunteers and paid fire fighters. Councilmember Majure asked for clarification on whether volunteers were leaving because of equipment issues. Mr. Gaslin stated that volunteers were looking for experience with a larger variety of equipment.

COUNCIL CONSIDERATION OF AGENDA ITEMS:

Fairway Estates Expansion Rezone

The Applicant proposes to rezone a 16.9-acre tract of land from A-1 to R-2. The applicant is proposing to develop the property as a continuation of the Fairway Estates subdivision.

Councilmember Brungardt made a motion to adopt Ordinance No. 1096 to amend the City of Lansing Zoning Map for property known as 00000 De Soto Drive. Councilmember Kirby seconded the motion. Councilmember Clemons asked Public Works Director Michael Spickelmier if the city could make the developer use De Soto as the primary exit and entrance. Director Spickelmier stated the council could make recommendations to the developers. City Administrator Tim Vandall stated that the city had done something similar in 2015-2016 regarding The Ridge. Councilmember Clemons stated that several citizens had approached him about any construction traffic possibly tearing up the streets in the existing neighborhoods. Councilmember Buehler stated that citizens he talked with are worried the developer will have houses butt up against the walking trail. Economic Development Director Joshua Gentzler stated that the rezoning stage is separate from the planning phase, but the trail belongs to the city. There are easements and setbacks that are required per code. The new section of Fairway Estates will be remarkably similar to the existing section. Councilmember Garvey and Director Gentzler discussed the trees that line the trail. **Roll Call Vote: Aye: Councilmembers Kirby, Majure, Garvey, Buehler, Clemons, Brungardt, Studnicka and Gardner. Nay: none; Abstain: none; Absent: none. The motion was approved.**

Approval of Temporary Special Event Permit – Lansing Independence Day

This year’s Lansing Independence Days event will include an adult beverage truck, offering beer, wine, and alcoholic beverages for sale. Embrace the Grape of Kansas City LLC will be the entity handling this.

Councilmember Kirby a motion to approve the Temporary Special Event Permit and authorize Embrace the Grape of Kansas City LLC to sell beer, wine, and alcoholic beverages at the Lansing Independence Days Event. Councilmember Buehler seconded the motion. No discussion took place Roll Call Vote: Aye: Councilmembers Kirby, Majure, Garvey, Buehler, Clemons, Brungardt, Studnicka and Gardner. Nay: none; Abstain: none; Absent: none. The motion was approved.

Approval of Amended Fee Schedule

Ordinance No. 1095 adopts the updated fee schedule for service charges and fees for various departments. To implement the changes, a new fee schedule must be adopted by ordinance. Waste Management has increased their fees, which will increase residential refuse collection from \$17.13 to \$18/month, and the senior rate from \$15.13 to \$16/month.

Councilmember Buehler a motion to adopt Ordinance No. 1095, an ordinance amending the service charges and fees for Finance and for administration thereof. Councilmember Kirby seconded the motion. Councilmember Studnicka and City Administrator Vandall discussed the inflationary increase in the contract. Roll Call Vote: Aye: Councilmembers Kirby, Majure, Garvey, Buehler, Clemons, Brungardt, Studnicka and Gardner. Nay: none; Abstain: none; Absent: none. The motion was approved.

Replacing Sidewalk Ramps during Mill & Overlay Change Order

The 2023 Mill & Overlay is operating near these sidewalk ramp locations. The replacement of these ramps, while already mobilized, is being presented as an option for consideration.

Councilmember Buehler a motion to accept the \$22,950 in additional concrete sidewalk ramp work to be included in the 2023 Mill & Overlay project. Councilmember Kirby seconded the motion. Councilmember Majure and Public Works Director Spickelmier discussed the number of ramps to be replaced. Roll Call Vote: Aye: Councilmembers Kirby, Majure, Garvey, Buehler, Clemons, Brungardt, Studnicka and Gardner. Nay: none; Abstain: none; Absent: none. The motion was approved.

REPORTS:

Department Heads: Nothing to discuss.

City Attorney: Nothing to discuss.

City Administrator: Nothing to discuss.

Governing Body:

Councilmember Kirby: Thanked Mr. Gaslin.

Councilmember Majure: Thanked Mr. Gaslin and thanked City Administrator Vandall for his report regarding increased enrollment of Parks & Recreation activities.

Councilmember Garvey: Thanked Mr. Gaslin. Recognized the ribbon cutting at the ball fields last week.

Councilmember Buehler: Thanked Mr. Gaslin. Stated that despite his comment last week about not filing for re-election, he had multiple citizens from Ward 4 approach him and ask him to re-consider. He did file for re-election. On this day in 1938, the very first issue of action comics featuring Superman was published. And in 2014, an original copy of that sold for \$3,207,852 on E-Bay.

Councilmember Clemons: Stated some of the debt ceiling proposals is pulling back all of the ARPA money. And thought that we needed to be leveraged and have plans to use it to benefit our citizens. Whether it's extending mill and overlay, sidewalks, getting the fiber past phase 1, putting in new utilities, and things of that nature. The last thing he wanted it to do is go back to the federal government and count half of a cent in our taxes. The city got it, and he thought we needed to use it for our citizens. City Administrator Vandall stated that he would look into the specifics of the debt ceiling bill for clarification.

Councilmember Brungardt: Nothing to discuss.

Councilmember Studnicka: Nothing to discuss.

Councilmember Gardner: Thanked Mr. Gaslin. Had an issue with a citizen and thanked Mayor McNeill, Councilmember Kirby, and City Administrator Vandall on their quick response, and he had a great time at the ballpark.

ADJOURNMENT:

Councilmember Gardner made a motion to adjourn. Councilmember Brungardt seconded the motion. No discussion took place. Roll Call Vote: Aye: Councilmembers Kirby, Majure, Garvey, Buehler, Clemons, Brungardt, Studnicka and Gardner. Nay: none; Abstain: none; Absent: none. The motion was approved.

The meeting was adjourned at 7:29 p.m.

ATTEST:

City Clerk Tish Sims, CMC

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Steve Wayman, Chief of Police
DATE: June 2, 2023
SUBJECT: Officer Recognition

The Police Department would like to recognize two officers for Life saving actions that they performed.

Action:

No action necessary from the council. The Chief of Police will be reading their citation and awarding the officers a certificate and service bar for the officers actions.

AGENDA ITEM

AGENDA ITEM

TO: Mayor McNeill, Lansing City Council
FROM: Tim Vandall, City Administrator
DATE: June 15, 2023
SUBJECT: Authorization of Potential Partnership With Lan-Del for Water Line on Center Drive

Explanation:

At the City's request, Lan-Del Water District has been performing engineering work for construction of water line along Center Drive. The plans are approximately 90% complete. Lan-Del would like to put the project out to bid in early July, with the projected bid opening slated for August 2nd.

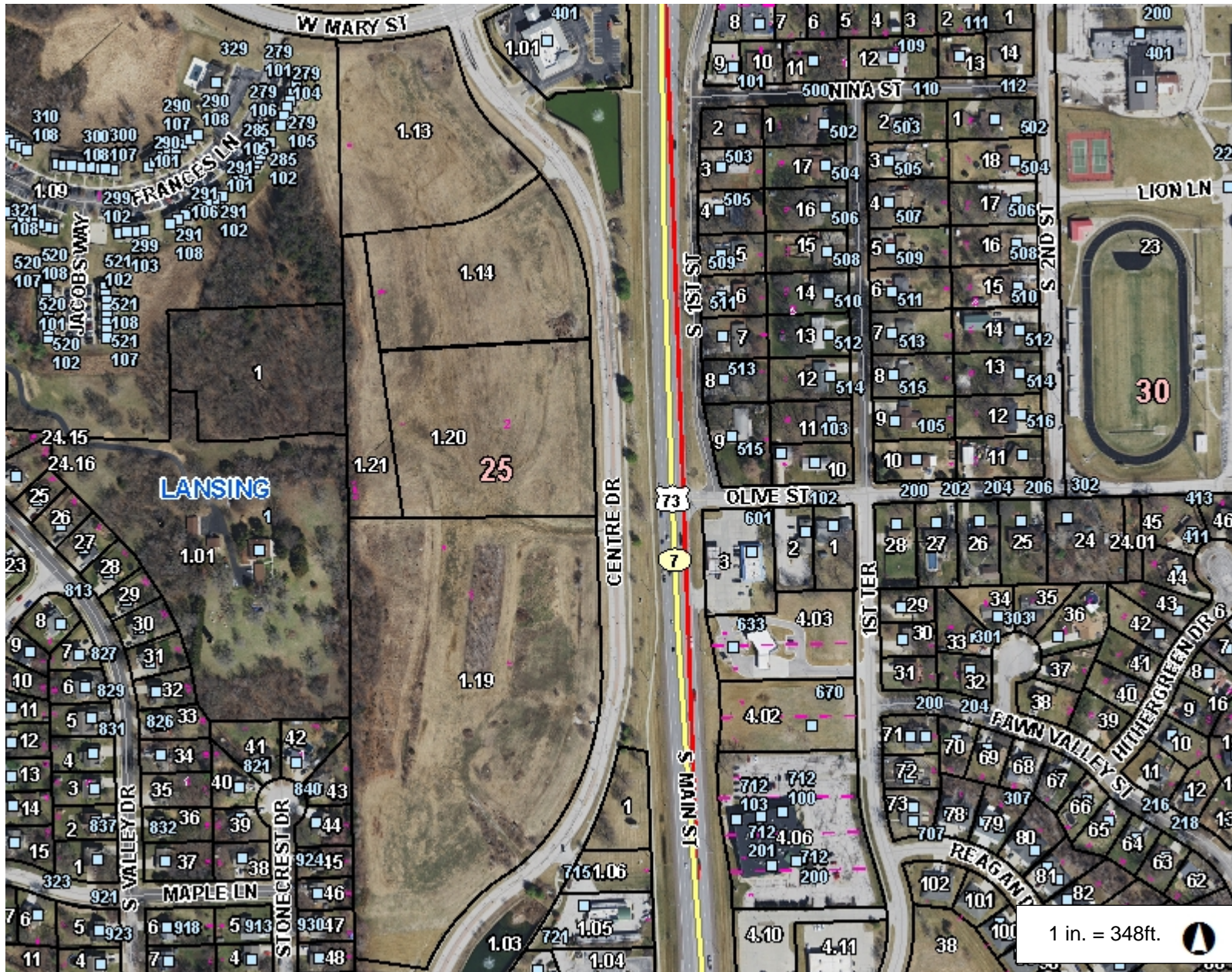
This water line would allow for construction of properties along Centre Drive, and would service KCKCC, as well as new potential businesses on lots 4, 5, and 6. The water line would be 12" and looped to allow for adequate pressure and capacity.

Policy Consideration: This motion allows Lan-Del to put the project out for bid. City staff will work with LanDel staff for a potential formal contract following Lan-Del's bid opening on August 2nd.

Financial Consideration: Funds for this project would come from the City's American Rescue Plan Act (ARPA) funds. The City currently has over \$817,000 ARPA funds remaining. Funds for this project have no bearing on property taxes or the City's sewer utility. At an earlier board meeting Lan-Del agreed to pay a portion of the project based on a percentage of the cost to upsize the line from 8" to 12".

Action: Authorize LanDel to advertise water line project along Center Drive and the City's willingness to partner in an amount not to exceed \$400,000.

Leavenworth County, KS



Legend

- Address Point
- Parcel Number
- Lot Line
- Parcel
- ⊞ City Limit Line
- Major Road
- <all other values>
- 70
- Road
- <all other values>
- PRIVATE
- ⊕ Railroad
- Section
- ▭ Section Boundaries
- ▭ County Boundary

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Joshua Gentzler, Community & Economic Development Director
DATE: June 15, 2023
SUBJECT: Authorization to sell Lot 2 of Lansing Towne Centre Replat

Explanation:

The City has entered negotiations with Tractor Supply Company (TSC) and their representatives to transfer ownership of Lot 2 of the Lansing Towne Centre Subdivision. This transfer would allow TSC to move locations and stay within Lansing, while providing TSC with a location very similar to their current location. TSC’s current location is 3.1 acres and has some space and access limitations, while Lot 2 is 4.4 acres and allows TSC space to expand their operations.

KCKCC’s property would border Lot 2 on their southern boundary, while Lots 5 (3.7 acres) and 6 (3.5 acres) would be to the north of this parcel.

Approval of this document allows for a 180-day inspection period and further due diligence. The inspection period could be extended by an additional 120 days, if necessary.

Policy Consideration: The contract documents have been vetted and reviewed by the City’s legal representatives.

Action: Approve the Purchase & Sale Agreement.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made effective as of June ____, 2023 (the “Effective Date”), by and between, CITY OF LANSING, KANSAS (“Seller”), and TEXAS NH MANAGEMENT LLC, a Texas limited liability company (“Buyer”).

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined) and desires to sell the Property to Buyer; and

WHEREAS, Buyer desires to purchase the Property from Seller on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions herein set forth, all right, title, and interest of Seller in and to (i) that certain real property, situated in Lansing, Leavenworth County, Kansas as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, consisting of approximately 4.44 acres more or less and commonly known as Lot 2, Lansing Towne Centre Replat located on Centre Drive, Lansing, KS 66043 (the “Land”); (ii) all easements appurtenant to the Land or the improvements thereon; and, (iii) all mineral interests and water rights appurtenant to the Land (collectively, the “Property”).

2. **Purchase Price/Payment Terms.** The purchase price for the Property shall be Ten and No/100 Dollars (\$10.00) (the “Purchase Price”).

(a) **Refundable Deposit.** Within three (3) days after the Effective Date, Buyer shall deposit with a title company to be selected by Buyer (the “Title Company”), an amount equal to Fifteen Thousand and No/100 Dollars (\$15,000.00) (the “Deposit”), as a refundable earnest money deposit. Upon receipt of the Deposit, the Title Company shall place such Deposit in an interest-bearing account, with all interest earned thereon accruing to Buyer, except in the event of default by Buyer that results in a termination of this Agreement.

(b) **Return of Deposit.** The balance of the Deposit shall be returned to Buyer at the Closing (as hereinafter defined).

3. **Title Matters.**

(a) **Title Commitment.** Seller shall provide Buyer, at Buyer’s expense, with a current commitment for an ALTA approved owner’s title insurance policy (the “Commitment”) (and copies of any documents referenced therein creating or evidencing any exceptions to title noted therein) from the Title Company with respect to the Property, which will name Buyer as the proposed insured party.

(b) **Survey.** Buyer, at Buyer’s sole cost, shall have the right to obtain an ALTA Survey made by a duly licensed surveyor and certified to Buyer, the Title Company and any other party designated

by Buyer, which shall contain such information and detail as are sufficient to obtain removal of the standard survey exception from the title insurance policy to be issued pursuant to the Commitment, and which shall otherwise be in a form reasonably acceptable to Buyer. The Survey shall include a new legal description of the Land. The new ALTA Survey is referred to herein as the “Survey”.

(c) Title and Survey Review. Buyer shall have until the expiration of the Inspection Period (as hereinafter defined), to notify Seller in writing of any exceptions to title noted in the Commitment or matters shown on the Survey of which Buyer disapproves, in its sole and absolute discretion (each, a “Disapproved Title Matter”). Other than Mandatory Cures (as hereinafter defined), all title exceptions or survey matters not timely disapproved by Buyer in writing shall be deemed approved and shall be hereinafter referred to as “Permitted Exceptions.” In the event Buyer gives Seller timely notice of a Disapproved Title Matter, Seller shall give written notice to Buyer within fourteen (14) days after receipt of Buyer’s notice thereof (the “Seller’s Notice Period”) stating whether Seller elects to cause the cure or removal of such Disapproved Title Matter (the “Seller’s Notice”). If Seller fails to provide Buyer with the Seller’s Notice prior to the expiration of the Seller’s Notice Period, or if Seller notifies Buyer that it elects not to cause the cure or removal of a Disapproved Title Matter, then Buyer shall, within five (5) days after the expiration of the Seller’s Notice Period, either waive its objections to the Disapproved Title Matter or terminate this Agreement by providing Seller written notice thereof. If Buyer terminates this Agreement, the Deposit, together with any accrued interest thereon, shall be returned to Buyer and neither party shall have any further obligations hereunder except as otherwise expressly specified herein. If Buyer does not terminate this Agreement as provided above, then Buyer shall be deemed satisfied with the state of Seller’s title and the applicable Disapproved Title Matters shall be deemed to be Permitted Exceptions. If any update of the Commitment or the Survey prior to the Closing discloses new exceptions, matters or conditions, then Buyer shall have ten (10) days to review such exceptions, matters or conditions and to disapprove in writing any such exceptions, matters or conditions, which are not acceptable to Buyer, in Buyer’s sole and absolute discretion. In such event the procedure set forth above for Disapproved Title Matters shall apply to such new exceptions, matters or conditions of which Buyer disapproves. As soon as reasonably practicable after the Closing and delivery of the Deed, Seller, at Buyer’s sole cost and expense, will cause an owner’s policy of title insurance consistent with the Commitment in all respects to be issued by the Title Company and delivered to Buyer. Notwithstanding anything in this Agreement to the contrary, Seller shall cause to be removed as exceptions to title from the Commitment and/or the Survey prior to Closing (i) all mortgages or deeds of trust, monetary liens and judgments (including without limitation, mechanics’ liens); and (ii) all encumbrances or other title exceptions created by Seller after the Effective Date without the prior written consent of the Buyer (the “Mandatory Cures”).

(d) Condition of Title at Closing. Subject to the payment of the Purchase Price as hereinabove provided, at the Closing, Seller shall execute and deliver a general warranty deed (the “Deed”) to Buyer, conveying fee simple title to the Property to Buyer free and clear of all liens and encumbrances, except taxes not yet due and payable, and all easements, rights-of-way, covenants, reservations, restrictions, and limitations of record, including applicable zoning laws, or as otherwise stated herein.

4. Inspection of Property.

(a) Inspection of Property. Within fourteen days after the Effective Date, Seller shall provide Buyer with the documents and/or information listed on the attached Exhibit B (the “Property Documents”) to the extent such are in Seller’s possession or control. Unless extended by a written agreement between Buyer and Seller, Buyer shall have until 11:59 p.m. Central Time on the date set forth on Exhibit C (the “Inspection Period”) to review, inspect and approve, in its sole and absolute discretion, any and all matters relevant to the Property and Buyer’s purchase and use of the Property, including, but not limited to, the following: (a) suitability of the Property for Buyer’s intended uses; (b) environmental conditions; (c) zoning; (d) governmental approval(s); (e) utilities and other necessary services; (f) physical

condition; and (g) any matters related to the Property Documents. At all times prior to the Closing, Buyer and Buyer's representatives shall have the right to enter upon the Property to conduct any tests of the Property that Buyer deems necessary, including, without limitation, physical inspections, soils tests, environmental tests, and engineering studies. If Seller does not deliver the Property Documents to Buyer by the expiration of the above-referenced fourteen (14) day period, then the Inspection Period shall be extended on a day-for-day basis for each day of delay in Seller's delivery of the Property Documents to Buyer. The Deposit shall become non-refundable at the end of the Inspection Period.

Buyer may elect to extend the Inspection Period for two (2) additional periods of sixty (60) days each by providing written notice to Seller of such election at any time prior to the expiration of the Inspection Period (as may be extended hereunder) and depositing with the Title Company the sum of Five Thousand and No/100 Dollars (\$5,000.00) (each an "Extension Deposit") no later than three (3) business days after such election. Each Extension Deposit, when paid (if at all), shall be (i) added to the Deposit and (ii) and shall be refundable to Buyer upon Closing, except in the event that Buyer defaults under this Agreement or as otherwise provided by this Agreement (including, without limitation, in the event of any failure of any condition precedent to the obligations of Buyer).

At any time prior to the expiration of the initial Inspection Period, Buyer shall have the option, in its sole and absolute discretion, to terminate this Agreement by providing written notice thereof to Seller if Buyer disapproves of any matters related to Property. Upon such termination, Seller shall cause the Title Company to return the Deposit to Buyer, together with any accrued interest thereon, and neither party shall have any further obligations hereunder except as otherwise expressly specified herein. If Buyer fails to provide written notice of its termination of this Agreement pursuant to this Section 4(a) prior to the expiration of the Inspection Period, Buyer shall be deemed to have waived its rights to terminate this Agreement pursuant to this Section 4(a). The parties hereto expressly acknowledge that any entry upon the Property by Buyer or Buyer's representatives shall not, unless arising out of Seller's or Seller's agents' or employees' negligence or willful misconduct, form the basis of any claim for personal injury, liability, or harm to any person and Buyer shall and hereby does agree to defend, save, hold harmless and indemnify Seller from and against any injury, liability or cause of action that arises from or relates to Buyer's and Buyer's representatives' entry upon the Property, unless arising out of Seller's or Seller's agents' or employees' negligence or willful misconduct, including, without limitation, any claims for wrongful death, personal injury, or other harm that may result to Buyer or any person acting in connection with Buyer in such entry. This Section 4(a) shall survive Closing (and shall not merge with title), termination or expiration of this Agreement.

(b) In connection with the right to enter upon the Property set forth in this Section 4, Buyer agrees to comply with all applicable laws. In addition, Buyer shall not undertake any invasive testing (including without limitation any Phase II environmental testing) without the prior written approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed. Buyer and its agents, representatives, employees and/or contractors (and any others entering onto the Real Property for or at the request of Buyer) shall (a) not unreasonably disturb the Property or interfere with the operation thereof; (b) unless fully restored, not damage any part of the Property owned or held by Seller; (c) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees (or any others entering onto the Property); (d) maintain general liability insurance in terms and amounts reasonably approved by Seller prior to entry on to the Property; (e) promptly pay when due the costs of all tests, investigations and examinations with regard to the Property conducted by or at the instruction of Buyer and all of Buyer's agents, employees and contractors (and any others entering onto the Property for or at the request of Buyer); (f) not permit any liens to attach to the Property by reason of the exercise of its rights under this Section 4; (g) keep confidential and not disclose to any third party the results of any such study or investigation except as may be required by applicable law; and (h) restore the Property to the condition it was found before any such inspections were undertaken. All inspections shall occur at reasonable times agreed upon by Seller

and Buyer. Seller shall be entitled to have a representative present during any entry onto the Real Property by Buyer or its agents to conduct any inspections or tests.

5. **Contracts.** Seller agrees to terminate by written notice to the other party thereto and as otherwise required pursuant thereto, effective as of the Closing Date, all of the service contracts or similar agreements (“Contracts”) that Buyer does not, by written notice to Seller given on or prior to the expiration of the Inspection Period, expressly elect to assume. With respect to any Contracts which are required to be terminated, Seller shall pay all termination costs, liquidated damages, fees and/or expenses related thereto, it being understood and agreed that Buyer shall have no liability or obligations for any Contract which is terminated or not assumed hereunder. Any property management and leasing contracts for the Property shall be terminated by Seller prior to the Closing.

6. **Conditions Precedent to Obligations of Buyer.** The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions precedent:

(a) **Performance.** Seller shall have performed or observed all of its obligations under this Agreement, including, without limitation, delivery of all documents and instruments required to be delivered by Seller pursuant to this Agreement.

(b) **Representations and Warranties.** The representations and warranties of Seller contained in this Agreement shall be true, correct, and accurate on the Closing Date in all material respects.

(c) **Title.** The Title Company shall have irrevocably committed to issue the title policy, subject only to the Permitted Exceptions.

(d) **No Material Change.** There shall have been no material change to the income, operation, physical condition, or prospects of the Property.

(e) **No Leases.** Buyer shall be satisfied that no person has any written or oral right to remain in possession of any portion of the Property after the Closing Date.

(f) **Contracts.** Buyer shall be satisfied that no Contracts will affect the Property after the Closing Date, except those Contracts that Buyer has elected to assume.

If any of the foregoing conditions are not satisfied on the Closing Date, Buyer shall have the right (in addition to any right Buyer may have under Section 11 below in the event that the non-satisfaction of a condition is as a result of a breach or default by Seller), to (i) terminate this Agreement by written notice given to Seller, whereupon Seller shall cause the Title Company to return the Deposit to Buyer, together with any accrued interest thereon, and neither party shall have any further obligations hereunder except as otherwise expressly specified herein, or (ii) at Buyer’s sole option, waive any unsatisfied condition and consummate the transactions contemplated hereby.

7. **Closing.**

(a) **Closing Date.** Closing of the purchase and sale of the Property (the “Closing”) shall occur on the date set forth on Exhibit C, which is thirty (30) days following the expiration of the Inspection Period or any extensions thereof, or at such other time as Buyer and Seller may agree (the “Closing Date”). Possession of the Property shall be delivered to Buyer at Closing. At the option of either party, the closing documents may be executed in advance and deposited with the Title Company, together with all other required deliveries, as so to avoid the necessity for a Closing at which all parties are present.

(b) Seller's Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to the Title Company the following:

(i) Deed. The Deed, which shall convey to Buyer all of Seller's right, title and interest in and to the Property, in the condition described in Section 3(d) above.

(ii) Assignment of Contracts and Other Property Rights. An assignment and assumption of the Contracts and the Other Property Rights (to the extent the same are not transferred by the Deed) from Seller for the Property, transferring all of Seller's interest in all Contracts in effect at the Property on the Closing Date (that Buyer has elected to assume), all warranties and guaranties which remain in effect on the Closing Date, and any Other Property Rights not otherwise transferred to Buyer in a form acceptable to Buyer.

(iii) Updated Certificate. If requested by Buyer or the Title Company, a certificate signed by Seller confirming that the representations and warranties contained in Section 10(a) of this Agreement are true, accurate and complete as of the Closing Date.

(iv) Non-Foreign Status Affidavit. A non-foreign status affidavit as required by Section 1445 of the Internal Revenue Code, fully executed and acknowledged (if required) by Seller.

(v) 1099. An IRS Form 1099, fully executed and acknowledged (if required) by Seller.

(vi) Evidence of Authority. Documentation to establish to the Title Company's reasonable satisfaction the due authorization of Seller's sale of the Property and Seller's delivery of the documents required to be delivered by Seller pursuant to this Agreement (including, but not limited to, the organizational documents of Seller, as they may have been amended from time to time, resolutions of Seller and incumbency certificates of Seller).

(vii) Property Files. (1) To the extent in the possession of Seller, (A) the original (or, if unavailable, a copy) of the existing certificate or certificates of occupancy for the Property, and (B) all original (or, if unavailable, copies of) certificates, licenses, permits, authorizations and approvals issued for or with respect to the Property by governmental and quasi-governmental authorities having jurisdiction; and (2) all of the files relating to the Property (the items described in clauses (1) and (2) being herein collectively called the "Property Files").

(viii) Original Documents. Originals or, if originals are not available, copies, of all Contracts (accepted by Buyer) relating to the Property in effect on the Closing Date which are in the possession of Seller, which shall remain at the Property at Closing and be turned over to Buyer.

(ix) Title Company Requirements. Such fully executed title affidavits or certifications and other documentation required to satisfy the requirements set forth on the Commitment from Seller to the Title Company, to the extent required by the Title Company and in a form reasonably required by the Title Company, including (where applicable) a so-called "gap undertaking" covering title matters that may arise between the latest date for which record title information is available and the Closing Date, so that the Title Company can provide title coverage to Buyer as of the Closing Date in accordance with the provisions of this Agreement.

(x) Other Documents. Closing statements, any documents required to close the transaction contemplated by this Agreement in accordance with its terms under the laws of the locality in which the property is located and such other documents as may be agreed upon by Seller and Buyer to

close the transaction contemplated by this Agreement, or as may be required by Title Company to close the transaction contemplated by this Agreement, fully executed and acknowledged (if required) by Seller.

(c) Buyer Closing Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to the Title Company the following:

(i) Purchase Price. The Purchase Price, as provided by Section 2(b) above, plus any other amounts required to be paid by Buyer at Closing.

(ii) Evidence of Authority. Documentation to establish to the Title Company's reasonable satisfaction the due authorization of Buyer's acquisition of the Property and Buyer's delivery of the documents required to be delivered by Buyer pursuant to this Agreement (including, but not limited to, the organizational documents of Buyer, as they may have been amended from time to time, resolutions of Buyer and incumbency certificates of Buyer).

(iii) Other Documents. Closing statements, any documents required to close the transaction contemplated by this Agreement in accordance with its terms under the laws of the locality in which the property is located and such other documents as may be agreed upon by Seller and Buyer to close the transaction contemplated by this Agreement, or as may be reasonably required by Title Company to close the transaction contemplated by this Agreement, fully executed and acknowledged (if required) by Buyer.

(d) Delivery of Deed. Effective upon delivery of the Deed, possession and risk of loss to the Property shall pass from Seller to Buyer.

(e) Closing Costs. The costs of the Closing shall be paid as follows:

(i) Title Policy. Buyer shall pay the costs for Buyer's owner's title insurance policy (including the extended coverage premium to delete the standard preprinted exceptions).

(ii) Removal of Liens. Seller shall pay the costs associated with removing any monetary liens and encumbrances affecting the Property.

(iii) Recording Costs. Buyer shall pay for all recording costs relating to the Deed, and Buyer shall pay for all recording costs related to any loan documents of Buyer.

(iv) Escrow Fees. The Title Company's closing and escrow fees shall be divided equally between Seller and Buyer.

(v) Documentary Fees. Any state and/or county documentary taxes or fees levied with respect to the conveyance of the Property shall be divided equally between Seller and Buyer.

(vi) Attorneys' Fees. Each party shall pay its own attorneys' fees.

(vii) Other Costs. Any other costs associated with the Closing shall be paid and allocated between the parties in accordance with the custom for similar real estate transactions occurring within locality in which the property is located, as reasonably determined by the Title Company.

8. **Prorations.**

(a) **Taxes.** Any personal property taxes, if any, special taxing district assessments, if any, and real estate taxes (collectively, "Taxes"), for the year or other applicable assessment period and/or billing period therefor in which Closing occurs shall be prorated as of the Closing Date; provided that any special assessments levied prior to the Closing Date shall be the sole responsibility of Seller. If the rate or amount of these Taxes has not been fixed prior to the Closing Date, the adjustment shall be upon the basis of the mill levy for the preceding year applied to the latest assessed valuation as of the Closing Date.

(b) **Association Assessments.** All charges and/or assessments of any association having authority or jurisdiction over the Property shall be prorated as of the Closing Date, and any transfer fees, status letter fees, or other fees charges by any such association related to the sale of the Property, shall be paid or charged to Seller. Seller shall be solely responsible for any special assessments imposed by any such association prior to the Closing Date.

(c) **Utility Charges.** All, if any, utility charges for the Property (including, without limitation, telephone, water, storm and sanitary sewer, electricity, gas, garbage, and waste removal) shall be prorated as of the Closing Date, transfer fees required with respect to any such utility shall be paid or charged to Buyer, and Seller shall be credited with any deposits transferred to the account of Buyer.

(d) **Contracts.** All amounts due under any Contracts affecting the Property (that Buyer has elected to assume) shall be prorated to the Closing Date.

(e) **Other Items.** Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date, in accordance with the custom for similar real estate transactions occurring within locality where the Property is located, as reasonably determined by the Title Company.

(f) **Final Settlement.** All prorations made pursuant to this Section 8 shall be a final settlement.

9. **Assignment.** Buyer may assign this Agreement and all of its rights and obligations under this Agreement to any entity which is affiliated with Buyer or any of the principals of Buyer with the consent of Seller, which consent shall not unreasonably be withheld.

10. **Representations and Warranties.**

(a) **Seller Representations and Warranties.** Seller represents and warrants that to the best of Seller's actual knowledge the following are true and correct as of the Effective Date and shall be true and correct as of the Closing:

(i) **Litigation.** There are no actions, suits, claims or proceedings pending or threatened against the Property or Seller that would affect the Property or this Agreement.

(ii) **Condemnation.** There are no pending or threatened condemnation proceedings or litigation of any kind affecting the Property, or any part thereof.

(iii) **Violations; Defaults.** Seller has no knowledge that it is in violation of any term of any agreement, instrument, judgment, decree, or any order, statute, rule or governmental regulations applicable to it, that adversely affects the Property. The execution, delivery and performance of, and compliance with, this Agreement by Seller will not be in conflict with or constitute a default under any term

of any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to Seller.

(iv) Hazardous Materials. Seller has received no written notices from any government agency or employee, nor has Seller received any written notice from any other party with knowledge respecting environmental conditions at the Property, nor does Seller have any knowledge that: (A) the Property does not comply with any applicable governmental laws, regulations and requirements relating to environmental matters; (B) any Hazardous Materials are located on the Property or are being released into the environment, or discharged, placed or disposed of at, on or under the Property; and (C) any underground storage tanks are located on the Property or that the Property has ever been used as a landfill. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the laws of the State in which the Property is located, or the United States Government.

(v) Governmental Notices. Seller has not received written notice from any governmental, quasi-governmental or private agency or party requiring or demanding the correction of any condition with respect to the Property.

(vi) Property Documents. The Property Documents provided to Buyer are complete, accurate, and (if applicable) in full force and effect, and that there are no others.

(vii) Special Assessments. No special assessments or special improvement districts that would impose special assessments on the Property are being formed or are proposed, provided however that nothing herein shall limit or restrict the ability of Seller (1) to include, assess, or levy assessments against the Property as part of a future government action or (2) require financial guarantees from Buyer or a subsequent owner of the property for future improvements on or benefiting the Property.

(viii) Bankruptcy. Seller has not (A) made an assignment for the benefit of creditors; (B) filed or, to Seller's knowledge, had filed against it any petition in bankruptcy; (C) suffered the appointment of a receiver to take possession of all or substantially all of its assets; or (D) suffered the attachment or other judicial seizure of all, or substantially all, of its assets.

(ix) Undisclosed Matters. There are no matters known to Seller, other than any matters which have been disclosed to Buyer in writing, which might have a material, adverse effect on the condition, repair, value, expense of operation or income potential of the Property or on Buyer's intended use of the Property.

(x) Third Party Rights. Seller has not given or granted any third party any unrecorded right or option to acquire all or any portion of the Real Property.

(xi) FIRPTA. Seller is not a "foreign person," as that term is used and defined in the Internal Revenue Code, Section 1445, as amended.

(xii) No Leases. There are no leases, licenses or other leasehold or possessory interests held by any person or entity with respect to the Property.

All of the foregoing representations and warranties of Seller shall not be deemed merged into any instrument of conveyance delivered at Closing and will survive Closing for a period of one (1) year after the Closing Date, except in the event Buyer provides Seller with written notice of any claims prior to the end of such 1-year period, in which event Seller's liability hereunder shall continue with respect to such claims until such time as (i) such claim(s) have been adjudicated by a court of competent jurisdiction

resulting in a final, non-appealable judgment (or, alternatively, the party entitled to appeal any judgment has waived the right to do so in writing), (ii) such claims have been settled pursuant to a written settlement agreement between Seller and Buyer (the “Survival Period”).

(b) Buyer’s Representations and Warranties. Buyer represents and warrants that the following are true and correct as of the Effective Date and shall be true and correct as of the Closing:

(i) Existence; Authorization. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas and has the full right, power and authority and has obtained any and all consents required to enter into this Agreement and consummate or cause to be consummated the purchase and sale transaction contemplated by this Agreement. This Agreement and all of the documents to be delivered by Buyer at Closing have been and will be properly executed and duly authorized by all requisite action on the part of Buyer in accordance with Buyer’s organizational documents. This Agreement constitutes the legal, valid, and binding obligations of the Buyer, enforceable against Buyer in accordance with its terms.

(ii) Litigation. To Buyer’s knowledge, there are no actions, suits or proceedings pending or threatened against Buyer that would affect this Agreement.

11. Default; Remedies.

(a) Default by Seller. In the event of any default of this Agreement by Seller that is not cured within fourteen (14) days after written notice from Buyer (excepting Seller’s failure to timely complete the Closing, which shall be an immediate default by Seller not subject to any cure period), Buyer may: (i) elect to treat this Agreement as terminated, by providing written notice thereof to Seller, upon which termination the Deposit, and all interest accrued thereon, shall be returned to Buyer; or (ii) elect to treat this Agreement as being in full force and effect, and Buyer shall thereupon have the right of specific performance.

(b) Default by Buyer. In the event of any default of this Agreement by Buyer that is not cured within five (5) days after written notice from Seller, Seller may elect to treat this Agreement as terminated, by providing written notice thereof to Buyer, upon which termination the Deposit (to the extent received by the Title Company), together with interest accrued thereon, shall be forfeited by Buyer and retained by Seller as liquidated damages and as SELLER’S SOLE AND EXCLUSIVE remedy for Buyer’s breach of this Agreement. Seller expressly waives the remedies of specific performance and any additional damages. It is acknowledged and agreed to by the parties hereto that due to the difficulty, inconvenience and uncertainty of ascertaining actual damages for such breach by Buyer that retention of the Deposit, together with interest accrued thereon, by Seller as liquidated damages is a reasonable and fair estimate of damages. The terms hereof shall not be deemed to preclude or limit those remedies that may be expressly set forth elsewhere in this Agreement.

(c) Additional Remedies. The limitations on the parties’ remedies set forth in Section 11(a) and Section 11(b) above, will not be deemed to prohibit either party from (i) seeking indemnification from the other for any matter with respect to which such other party has agreed to provide indemnification in this Agreement or from seeking damages from such other party in the event it fails or refuses to provide such indemnification; (ii) subject to Section 10(a) and Section 10(b) above, seeking damages for the other party’s breach of any representation or warranty; (iii) seeking damages or such equitable relief as may be available for the other party’s failure to perform after Closing hereunder any obligation hereunder which expressly survives Closing; or (iv) seeking damages or such equitable relief as may be available for the other party’s failure to perform after any termination of this Agreement any obligation hereunder which

expressly survives such termination; provided, however, that in no event whatsoever will either party be entitled to recover from the other any punitive, consequential or speculative damages in any of such events.

12. **Survival.** It is expressly agreed and understood that all waivers, releases and limitations on damages in this Agreement shall survive the Closing (and shall not merge with title), termination or expiration of this Agreement and shall be binding upon the parties, their successors and assigns.

13. **Miscellaneous.**

(a) **Broker Disclosure.** Members of Buyer are Brokers. However, neither party shall be under any obligation to pay a commission to any agent or broker representing the other party in connection with Buyer's acquisition of the Property.

(b) **Approval and Binding Effect.** This Agreement shall become effective only after it has been mutually executed by both parties. Upon such mutual execution, this Agreement shall become a binding contract between Seller and Buyer and shall inure to the benefit of the heirs, representatives, successors and permitted assigns of said parties.

(c) **Captions and Gender.** The captions used herein are merely for easy reference and have no effect on this Agreement or the terms and conditions herein contained. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter genders as appropriate.

(d) **Governing Law.** This Agreement is intended to be performed in the State in which the Property is located and shall be governed and construed in all respects in accordance with the laws of, applicable to, the State in which the Property is located.

(e) **Time of Essence.** Seller and Buyer agree that time is of the essence in the performance of each and every provision of this Agreement.

(f) **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. In entering into this Agreement, neither party has relied upon any promise, representation or assurance of any nature except as specifically provided herein.

(g) **Amendments/Waiver.** No amendment, change or modification of this Agreement shall be valid unless the same is in writing and signed by the party or parties to be bound. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision shall be deemed a continuing waiver of such provision or of this Agreement.

(h) **Computation of Time.** Unless otherwise expressly indicated in this Agreement, in computing any period of time herein, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which case the period of time shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. For the convenience of the parties, a calendar of critical dates (the "Critical Dates Calendar") is attached hereto as Exhibit C. The Critical Dates Calendar is incorporated into this Agreement as defining the dates of the Investigation Period, Closing Date, and Subsequent Extension Dates, if any.

(i) **Attorney's Fees.** In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses; provided that, such an award of attorney's fees shall not exceed Fifteen Thousand and No/100 Dollars

(\$15,000.00).

(j) Joint Preparation. This Agreement will be deemed to have been prepared equally and jointly by the parties, and the normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Agreement.

(k) Escrow Instructions/Closing Instructions. Seller and Buyer may execute and deliver to Title Company any additional or supplementary instructions (so-called “escrow instructions” or “closing instructions”) as they may deem necessary or convenient to implement the terms of this Agreement and close the transactions contemplated hereby; provided such instructions are consistent with and merely supplement this Agreement and shall not in any way modify, amend or supersede this Agreement.

(l) Return of Deposit. If Buyer timely terminates this Agreement pursuant to any right of termination granted to Buyer, within three (3) days thereafter, Seller shall execute and deliver to the Title Company such documents as may be required by the Title Company in order for the Title Company to return the Deposit to Buyer.

(m) Counterparts; Electronic Signatures. This Agreement may be executed in a number of identical counterparts. Electronic signatures (*i.e.*, signatures delivered via email or facsimile) shall be treated as if they were original signatures.

(n) Further Assurances. In addition to the actions recited in this Agreement and contemplated to be performed, executed, and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at or after the Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby.

(o) Survival. This Section 13 shall survive Closing (and shall not merge with title), termination or expiration of this Agreement.

14. **Additional Provisions.**

(a) Normal Operation. At all times prior to Closing, Seller shall operate and manage the Property in the normal and ordinary course and in accordance with all applicable federal, state and local laws, ordinances and requirements, and maintain the Property in good order, condition and repair.

(b) Insurance. At all times prior to Closing, Seller shall maintain in full force and effect and pay all premiums on all fire and extended coverage and liability insurance policies covering any improvements on the Property as of the Effective Date.

(c) Casualty. If, at any time after the Effective Date and on or before the Closing Date, all or any portion of the Property is damaged or destroyed, by fire, flood, natural elements or other causes, then Buyer shall have the right to elect: (i) to terminate this Agreement by written notice to Seller given at or prior to the Closing, whereupon the Title Company and Seller shall immediately return the Deposit and all interest accrued thereon to Buyer and, upon Buyer’s receipt thereof, neither party shall have any further rights against, or obligations to, the other under this Agreement, except as otherwise expressly specified herein, or (ii) to close the purchase of the Property in its condition on the Closing Date and receive a credit against the Purchase Price in the amount of any insurance deductible, and take an assignment of the insurance proceeds, in which event Seller shall assign such insurance proceeds to the Buyer and remit to Buyer any insurance proceeds already received by Seller.

(d) Condemnation. If, at any time after the Effective Date and on or before the Closing Date, all or any portion of the Property is taken (or is the subject of a pending or threatened taking which has not yet been consummated) by one or more condemnation or eminent domain proceedings (“Condemnation”), then Buyer shall have the right to elect: (i) to terminate this Agreement by written notice to Seller given at or prior to the Closing, whereupon the Title Company and Seller shall immediately return the Deposit and all interest accrued thereon to Buyer and, upon Buyer’s receipt thereof, neither party shall have any further rights against, or obligations to, the other under this Agreement, except as otherwise expressly specified herein, or (ii) to close the purchase of the Property; provided, that, at the Closing, Seller shall pay to Buyer the amount of any award for or other proceeds on account of such Condemnation which have been actually paid to Seller prior to the Closing Date as a result of such Condemnation and, to the extent such award or proceeds have not been paid, Seller shall assign to Buyer at the Closing the rights of Seller to, and Buyer shall be entitled to receive and retain, all awards for the Condemnation of the Property or such portion thereof.

(e) Material Adverse Change. Notwithstanding anything contained herein to the contrary, if after expiration of the Inspection Period and prior to the Closing, a material adverse change occurs in the physical or environmental condition of the Property, then (i) if such change exists as a result of the act or omission of Seller or its employees, agents, contractors or representatives, then such event shall constitute a default by Seller and Buyer shall have the rights under Section 11 above, or (ii) if such change does not come into existence as a result of the act or omission of Seller or its employees, agents, contractors or representatives, Buyer shall have the option, in its sole and absolute discretion, to terminate this Agreement by providing written notice thereof to Seller, in which event neither party shall be in default of this Agreement. Upon such termination, Seller shall cause the Title Company to return the Deposit to Buyer, together with any accrued interest thereon, and neither party shall have any further obligations hereunder except as otherwise expressly specified herein.

(f) No Marketing. From and after the expiration of the Inspection Period, Seller shall remove the Property from the market for sale, and not solicit, accept, entertain or enter into any negotiations or agreements with respect to the sale or disposition of any or all of the Property, or any interest therein, or sell, contribute or assign any interest in the Property.

(g) Catastrophic Events. If any lender is unable or refuses to close the financing of Buyer’s purchase of the Property as a result of any natural disasters, governmental restrictions (including the suspension of postal or other services), pandemics, wars or acts of terrorism (a “Catastrophic Event”), then Buyer shall have the right to extend the Closing Date for up to forty-five (45) days. In addition, if a Catastrophic Event delays or prevents delivery of any of the documents or funds required to be delivered by Buyer or Seller for Closing, the Closing Date shall be extended for the period of such delay.

15. Notices. All notices required to be given hereunder shall be in writing and shall be addressed as follows. All notices shall be delivered by electronic mail, certified or registered mail; recognized overnight delivery service, or hand-delivery and shall be deemed effective upon: (i) transmission by electronic mail; (ii) on the second business day after being sent by certified or registered mail; (iii) on the first business day after deposit with a recognized overnight delivery service; or (iv) upon receipt by hand-delivery:

If to Seller:	City of Lansing, Kansas SVN The Hurst Company 15004 Linden STE 100 Leawood, KS 66224 Attn: Mr. W. English Pope
---------------	--

Phone: (913) 538-5568
 Email: english.pope@svn.com

With a copy to: Adams Jones Law Firm, P.A.
 1635 N. Waterfront Pkwy. Suite 200
 Wichita, KS 67206
 Attn: Jacque Butler
 Phone: (316) 265-8591
 Email: jbutler@adamsjones.com

If to Buyer: Texas NH Management LLC
 3119 Quentin Road
 Brooklyn, NY 11234
 Attn: Mendy Shapiro
 Email: mshapiro@msrealtygroup.net

With a copy to: Corolla Capital Partners, LLC
 Attn: Robert Wells and Adam Bodeker
 2208 Fowler Avenue
 Jonesboro, AR 72491
 Email: Robert.Wells@CorollaCapital.com
 Email: Adam.Bodeker@CorollaCapital.com

A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

16. **Communications with Governmental Entities.** Seller agrees that Buyer may communicate directly with any governmental entities regarding this Agreement, the Property and Buyer's intended development of the Property, as Buyer deems necessary or desirable in its sole and absolute discretion. Seller agrees to cooperate with Buyer in connection with Buyer's communications with such governmental entities. Buyer shall not file any application with any governmental entity without Seller's prior written approval, including, without limitation, any applications or other documents related to platting, site plan approval, permitting, or zoning issues; and Seller shall have no obligation to encumber or otherwise agree to any condition of approval of any entitlement associated with the Property.

17. **Section 1031 Exchange.** Either party may request to consummate the sale of the Property as part of a tax-deferred exchange (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that: (A) all costs, fees, and expenses attendant to the Exchange shall be the sole responsibility of the requesting party; (B) the Closing shall not be delayed or affected by reason of the Exchange, nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the requesting party's obligations and covenants under this Agreement; and (C) the non-requesting party shall not be required to incur any cost or liability or to acquire or hold title to any real property other than the Real Property for purposes of consummating the Exchange. The requesting party agrees to defend, indemnify, and hold the non-requesting party harmless from any liability, damages, or costs, including without limitation reasonable attorneys' fees, that may result from such non-requesting party's acquiescence to the Exchange. The non-requesting party shall not by this Agreement or acquiescence to the Exchange (i) have its rights under this Agreement, including those that survive Closing, affected or diminished in any manner, or (ii) be responsible for compliance with or be deemed to have warranted to the other party that the Exchange in fact complies with Section 1031 of the Internal Revenue Code or any other law or regulation. The non-requesting party consents to the requesting party's assigning this Agreement to its exchange facilitator provided that (a) the exchange facilitator strictly complies with

the requirements of this Section and the other provisions of this Agreement; and (b) the requesting party shall remain liable to the non-requesting party to fulfill all obligations of the requesting party under this Agreement after such assignment.

18. **Development Obligations.**

(a) Seller shall be responsible for stubbing the water and sewer lines to the Property subject to final approval from the Lansing City Council. Seller will assist Buyer in confirming the availability of all other non-municipal utilities such as gas, electricity and phone/fiber optic lines to the Property.

(b) Seller agrees to cooperate with Buyer in acquiring and granting easements to allow Buyer to drain its stormwater runoff into the existing detention basin and will grant any necessary drainage easements Buyer deems necessary. Nothing herein shall require Seller to pursue or obtain easements or approvals for Property not owned by Seller.

19. **Sunset Clause.** Buyer agrees that the Tractor Supply Company store proposed for development on the Property shall be open for business no later than 36 months following Closing. If said store is not open for business by this date, at the option of Seller, the Property shall be deeded back to the City of Lansing by the Buyer and neither the Buyer nor Seller shall have any further obligations to the other.

20. **Restrictive Covenant Agreement.** Seller agrees that for so long as Tractor Supply Company's ("TSC") lease of the Property remains in effect and TSC is operating a retail store on the Property, unless otherwise agreed by TSC in writing that no portion of Seller's adjacent property, more fully described on **Exhibit "D"** (the "Adjacent Property"), may be used for the operation of any business which, as its primary business, operates a retail store for the sale of equipment, supplies, or other products for the following: farm, ranch, and agricultural use.

Buyer and Seller shall execute a Restrictive Covenant Agreement that includes the language included in the "Restrictive Covenant Agreement," attached as **Exhibit "E"**.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER:

TEXAS NH MANAGEMENT LLC
a Texas limited liability company

DocuSigned by:
By: Mendy Shapiro
Name: Mendy Shapiro
Title: Manager
Date: 6/9/2023

SELLER:

CITY OF LANSING, KANSAS

By: _____
Name: Anthony R. McNeill
Title: Mayor
Date: _____

EXHIBIT A

LEGAL DESCRIPTION

A 4.44+/- acre tract known as Lot 2, Lansing Towne Centre Replat located on Centre Drive, Lansing, KS 66043

Note: A complete legal description of the Property will be furnished on or before Closing.

EXHIBIT B**PROPERTY DOCUMENTS**

All documents in Seller's possession or control relating to the Property including, without limitation, the following:

1. Property description and details, description of all assets being purchased.
2. Copy of the most recent survey.
3. Copies of any and all environmental audits and reports including any Phase I Environmental Reports.
4. Soils reports.
5. Copies of all licenses and permits.
6. Confirmation of the current zoning for the property.
7. Copies of any inspections from governmental agencies during the past year.
8. Complaints, notices and citations from any governmental agencies.
9. Current property and liability insurance policies, if any, and any insurance claims made by Seller with respect to the Property.
10. Any and all lawsuits or threats of lawsuits, during the past year.
11. Copies of all property tax bills and assessments, real and personal, for the past three (3) years.
12. Utility bills (if any) for the prior three (3) years (if applicable).
13. Copies of all Contracts.
14. Preliminary title report (if available).
15. Zoning and development plan approvals (if applicable).
16. Any other information related to the Property in Seller's possession or control.

EXHIBIT C

CRITICAL DATES CALENDAR

Effective Date: _____

Inspection Period: 180 Days Following Effective Date

End of Initial Inspection Period: [Insert Date]

Inspection Period Extension Option 1 – Additional 60 Days: Expires [Insert Date]

Inspection Period Extension Option 2 – Additional 60 Days: Expires [Insert Date]

Closing Date: [Insert Date]

Closing Date with Extension Option 1:

Closing Date with Extension Option 2:

EXHIBIT D

SELLER'S ADJACENT PROPERTY

Note: The legal description for Seller's Adjacent Property will be furnished prior to Closing.

EXHIBIT E**RESTRICTIVE COVENANT AGREEMENT**

THIS RESTRICTIVE COVENANT AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2023, by the City of Lansing, Leavenworth County, Kansas, a municipal corporation of the State of Kansas (“City”), and Texas NH Management LLC, a Texas limited liability company (“Texas NH”).

RECITALS

- A. City is the owner of the real property in the City of Lansing, Leavenworth County, Kansas, more particularly described on Exhibit “A” attached hereto (the “City Property”).
- B. Texas NH owns certain real property located in in the City of Lansing, Leavenworth County, Kansas, more particularly described on Exhibit “B” attached hereto (the “Texas NH Property”).
- C. The City Property and the Texas NH Property are herein collectively referred to as the “Property”.

DECLARATION:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Texas NH and City hereby declare as follows:

1. Restrictive Covenants Applicable to the Property. The following restrictions shall apply to the Property:
 - (a) No more than one (1) building shall be constructed or located on the City Property unless the City Property is subdivided in which case no more than one (1) building shall be constructed or located on each subdivided lot.
 - (b) All rooftop mechanical equipment shall be properly screened.
 - (c) All parking required for a Tract shall be contained within such Tract. Nothing contained within this Agreement shall be construed to grant or convey any cross-parking rights on or between the Texas NH Property and the City Property.
 - (d) During any initial construction of any part of the Property, and during any subsequent maintenance, repair or replacement thereof:
 - (i) all construction shall be conducted expeditiously and in such a manner as to not adversely affect business operations conducted on or visibility of the Property; and

- (ii) all construction materials, equipment and parking shall be kept neat so as to not detract from business operations on the Property, and all such construction materials, equipment and parking shall be restricted to the lot on which such construction, maintenance, repair and replacement is being performed; and a separate construction entrance must be obtained and used to the extent reasonably possible for any construction on the Property in lieu of using the Access Easement Area.
- (e) Until such time as buildings and other improvements are constructed on the Property, each lot owner shall install and maintain appropriate ground cover and erosion control, including the obligation of keeping the grass properly cut, free from weeds and trash, and otherwise neat and attractive in appearance and in a condition that will not detract from business operations on the Property.
- (f) So long as Tractor Supply Company, a Delaware corporation (“TSC”), its subsidiaries, affiliates, successors and assigns, shall lease or own all or any portion of the Texas NH Property, the owner of the City Property and its respective tenants and subtenants (the “Non TSC Operators”) shall not sell, lease, rent, occupy or allow any portion of the City Property to be occupied, for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle, including: (i) tractor and equipment repair and maintenance supplies; (ii) farm fencing; (iii) livestock gates; (iv) livestock feeding systems; (v) animal and pet feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (vi) western wear and boots; (vii) outdoor work wear (similar to and specifically including Carhartt products) and boots; (viii) horse and rider tack and equipment; (ix) bird feed, housing and related products; (x) lawn and garden goods and equipment (including but not limited to, live plants, shrubs, flowers and trees, push/riding mowers, mow-n-vacs, garden carts and gardening tools, snow blowers, chippers and shredders, wheel barrows, and log splitters); (xi) hardware; (xii) power tools; (xiii) welders and welding supplies; (xiv) open and closed trailers; (xv) 3-point equipment; (xvi) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections); (xvii) hay and forage; (xviii) bulk propane and welding gas; (xix) pedal boats and motorized vehicles (including ATVs, mini-bikes, dirt bikes, scooters and UTVs); (xx) pet grooming and washing services; and (xxi) a pet veterinary care clinic (collectively, the “Restricted Products”). Declarant covenants and agrees this exclusive use covenant further prohibits the use of all or any portion of the City Property as a fulfillment center for selling, offering for sale, receiving, storing, retrieving or distributing Restricted Products ordered, purchased or sold through intra-store sales or online, catalog, or digitally-generated means, and such prohibition includes, without limitation, the use of lockers, lock-boxes and other systems associated with any “buy-online-pick-up-in-store,” “click and collect” or similar concept (the “Online Retail Restriction”). This restriction shall not prevent the Non TSC Operators from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such Non TSC Operators to the display for sale of Restricted Products does not exceed five percent (5%) of the total number of square feet of space used for merchandise display by such Non TSC Operators (including one-half (1/2) of the aisle space adjacent to any display area) (the “De Minimis Sales Exception”); provided however, the De Minimis Sales Exception shall not apply to, or in any way

provide relief from, the absolute prohibition of the Online Retail Restriction relative to Restricted Products.

- (g) The Non TSC Operators and the owner of the City Property their tenants and subtenants, shall not sell, lease, rent, occupy or allow any portion of the Property to be occupied, for the purpose of: (i) livestock slaughter or feeding, (ii) fireworks or explosives storage, distribution or manufacture, (iii) any use which would require a license from the Nuclear Regulatory Commission, (iv) biological or hazardous waste incineration, (v) scrap material accumulation, storage or sales, (vi) smelting, (vii) a rendering plant, (viii) the principal use being the manufacture, distribution, storage, treatment, incineration or disposal of chemicals, petroleum products, solvents, hazardous waste or other hazardous materials, (ix) a cement or asphalt plant, (x) a crematorium, (xi) a dry cleaning plant or central laundry facility, (xii) the manufacture, storage, distribution, production, sale of or any use involving pornographic materials or items, (xiii) any establishment featuring nude, topless or partially-clad dancing, or (xiv) a night club or dance hall.
- (h) The Non TSC Operators shall not sell, lease, rent, occupy or allow any portion of the City Property to be occupied for (i) the sale or use of marijuana, whether sold by prescription for medical use or otherwise, or the sale or use of any other recreational drug or of drug paraphernalia; provided nothing herein shall be deemed to exclude the sale of prescription drugs (other than marijuana) by a licensed pharmacy or the legal sale of alcohol, (ii) any purpose that may employ large numbers of personnel such as a call center or training center, or (iii) for uses that may adversely affect customer parking availability and/or customer access to the Texas NH Property, such as without limitation a church, movie theatre, bowling alley, pool hall, skating rink, school, adult entertainment facility, health club, fitness center, video store, or game room; provided, however, that the City Property may be used for a restaurant, a cafeteria or a grocery store so long as such use otherwise complies with the terms of this Agreement.

2. Remedies.

- (a) In the event that any owner of all or any portion of the Property shall fail to perform its obligations under this Agreement or otherwise breach the terms of this Agreement (the “Defaulting Party”), any non-defaulting owner (the “Non-defaulting Party”) of all or any portion of the Property may notify the Defaulting Party and shall specify the breach. If such failure or breach is not cured within fifteen (15) days after receipt of such notice, then such Non-defaulting Party shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses related thereto from the Defaulting Party. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties, or jeopardizes the access to any portion of the Property, no notice shall be required prior to the Non-defaulting Party commencing such work or commencing a cure. Any monetary amounts due and payable to the Non-defaulting Party pursuant to this Agreement shall be paid within ten (10) days from the date the Defaulting Party is notified of the amounts due. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement. Such limitation, however, shall not

affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

- (b) Costs and expenses accruing pursuant to Section 2.(a) and any other payments due under this Agreement and not timely paid shall constitute a lien against the Defaulting Party's Property. The lien shall attach and take effect only upon, and have priority from and after, recordation of a claim of lien against the portion of Property in question in the county recorder's office by the Non-defaulting Party. The claim of lien shall include the following: (i) the name of the lien claimant; (ii) a statement concerning the basis for the claim of lien and identifying the lien claimant; (iii) an identification of the Defaulting Party against which the lien is claimed; (iv) a description of the portion of the Property against which the lien is claimed; (v) a description of the work performed which has given rise to the claim of lien and a statement itemizing the amount thereof; and (vi) a statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the document number and date of recording of this Agreement. The claim of lien shall be acknowledged and contain a certificate that a copy thereof has been served upon the Defaulting Party against whom the lien is claimed, by personal service or by mailing pursuant to the notice provisions hereof. The lien so claimed shall attach from the date of recording solely in the amount claimed thereby and may be enforced in any judicial proceeding allowed by law, including, without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State of Kansas.

3. Miscellaneous.

(a) Agreement. The Property shall be held, sold and conveyed together with and subject to the terms and conditions of this Agreement.

(b) Constructive Notice and Acceptance. Every person or legal entity who or which will hereafter own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the public records of Leavenworth County, State of Kansas, will be conclusively deemed to have consented and agreed to each and every term and condition contained herein, whether or not any reference to this Agreement is contained in the document or instrument pursuant to which such person or legal entity will have acquired such right, title, interest or estate in the Property or any portion thereof.

(c) Effect of Invalidation. If any particular provision of this Agreement is held to be invalid by any court, the validity of such provision will not affect the validity of the remaining provisions hereof.

(d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

(e) No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to or for the general public or for any public use or purpose whatsoever, it being the intention of the Declarant and its

successors and assigns in ownership of the Property that this Agreement shall be strictly limited to and for the purposes herein expressed, solely for the benefit of the Texas NH and the City and their successors and assigns in ownership of any portion of the Property. Nothing contained in this Agreement, expressed or implied, shall confer upon any person, other than Texas NH and the City and their respective successors and assigns in ownership of any portion of the Property any rights or remedies under or by reason of this Agreement.

(f) Merger. In the event any party shall now or hereafter own, acquire or otherwise take title to the Property, this Agreement shall survive and shall not be terminated or defeated by any doctrine of merger.

(g) Covenants Running with the Land. The restrictions and covenants made herein, shall constitute covenants running with the land

TO HAVE AND TO HOLD unto Declarant and its successors and assigns in ownership of all or any portion of the Property, forever.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment on this ____ day of _____, 2023.

CITY OF LANSING, KANSAS
a municipal corporation of the State of Kansas

By: _____
Name: _____
Title: _____

STATE OF KANSAS §
 §
COUNTY OF _LEAVENWORTH §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, _____ **of the City of Lansing, Kansas**, a Municipal Corporation of the State of Kansas, to me know to be the person who execute the foregoing instrument on behalf of said Municipal Corporation of the State of Kansas, and acknowledged that said Municipal Corporation of the State of Kansas executed the same as its free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

Notary Public in and for the State of Kansas

Texas NH Management LLC
a Texas limited liability company

By: _____
Name: Mendy Shapiro
Title: Managing Member

STATE OF NEW YORK §
 §
COUNTY OF KINGS §

This instrument was acknowledged before me on the ____ day of _____, 2023, by **Mendy Shapiro, Managing Member of Texas NH Management LLC, a Texas limited liability company**, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2023.

Notary Public in and for the State of New York

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Anthony J. Zell, Jr., Wastewater Utility Director *AJZ*
DATE: June 14, 2023
SUBJECT: Request to Approve Supplemental Agreement #1 for the McIntyre Road Sanitary Sewer Interceptor Project (City Project 2021-04)

As design for the project nears completion, one of the final steps of the work involves soil borings/rock corings at each manhole location to determine the soil conditions a contractor can generally be expected to encounter. This action provides detailed information for potential bidders to refine their cost estimates and creates overall more favorable bids for the city to consider.

Due to the proximity of the sewer layout in the rear yards of homes along K7 and Rock Creek Loop, residents have requested the contractor minimize the impact to the established vegetation and screening from highway traffic. Further, many of the homes have amenities located in the project corridor that will require a more surgical approach to gain access to the coring locations. Some of those include gardens, septic systems, out buildings, fences, and irrigation systems. Staff has met with the affected property owners to acquire Right of Entry agreements (ROE's) and each property allowed access provided the contractor minimize damages to their yards. As this is the height of the growing season, and with this area not fully impacted by construction until some time in 2024, it is more favorable to minimize clearing of the screening during this phase of the work.

The original contract provided for \$60,000 to perform geotech work. However, staff has asked for an updated cost based on the outcome of the property owner meetings. The attached table shows the additional costs (\$28,400) for the tree clearing, traffic control, and easement modifications.

ACTION:

Policy Consideration: None.

Financial Consideration: Funds for the project are available in the Utility's reserves.

Action: A motion to approve the supplemental agreement for additional geotech and engineering services in support of the McIntyre Sanitary Sewer Interceptor Project (City project 2021-04).

AGENDA ITEM

Cost Breakout - Supplemental Agreement #1
 McIntyre Road Sanitary Sewer Interceptor
 City Project 2021-04

Task	Lump Sum Fee
Mobilization, Subsurface Exploration, Lab Testing, and Report	\$ 52,000
Traffic Control (5 day shoulder closure on K7)	\$ 3,000
Fence Removal and Repair	\$ 5,000
Tree Clearing Services (10 days)	\$ 24,000
Easement Modifications	\$ 4,400
	\$ 88,400

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	22948	23,100	152	
						0	
						0	
						0	
						0	
Total						152	

Equipment

Year	Make	Model	Description	Hours Start	Hours End	Hours Used	Comments
2018	Advance	SC1500	AutoScrubber Floor Machine	61.25	62.5	1.25	Community Center Cleaning
2018	Kubota	ZG227-A	Mower	286.1	294.8	8.7	
2021	Kaivac	1750	Cleaning Machine	10.31	10.5	0.19	
						0	
						0	
						0	
Total						10.14	

Lansing Community and Economic Development Department

Monthly Fleet Report

Month May **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	63,712	64,083	371	
2015	Dodge	Journey	A6545	SUV	80,696	82,828	2,132	KTag: KTA. 02497158
2022	Dodge	Ram	D100764	1500 Pick up Truck	2,604	2,943	339	

Parks and Recreation Fleet Report May 2023

Vehicles:

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
2006	Dodge	Caravan	Minivan	53,304	53,758	454	AC/Parks use	
2014	Ford	F-350	Dump truck	23,456	23,672	216.0	Parks maintenance	
2016	Jeep	Patriot	SUV	67,065	67,167	102	Activity Center use	
2017	Chevrolet	Silverado	truck	23,031	23,628	597	Parks maintenance	
2018	Ford	F-350	4-dr crew	34,862	35,758	896	Parks maintenance	
Total						2265.00		

Equipment:

Year	Make	Model	Description	Hours Start	Hours End	Hours used	Current Use	Comments
1992	Massey Ferguson	1020	Tractor	1986.2	1987.8	1.6	Parks maintenance	
2005	Kubota	F3060	mower	382.3	394.1	11.8	Parks maintenance	
2007	Turbo Tool Cat	5600	utility vehicle	1285.8	1291.3	5.5	Parks maintenance	
2012	Wright	ZK	stander mower	1174.5	1175.2	0.7	Parks maintenance	
2016	ABI	Force	infield groomer	331.5	343.8	12.3	Parks maintenance	
2017	Kubota	ZD1211	mower	905.4	940	34.6	Parks maintenance	
2018	Polaris	Ranger	utility vehicle	394.6	405.4	10.8	Parks maintenance	
2019	Exmark	LZ 72	mower	626.1	660.3	34.2	Parks maintenance	
2019	Emark	LZ 96	mower	295.9	305	9.1	Parks maintenance	
2020	Kubota	ZD1211	mower	336.9	374	37.1	Parks maintenance	
2022	Wright	ZK	stander mower	18.8	30.7	11.9	Parks maintenance	
Total						169.60		

Lansing Police Department
Vehicle Fleet End of Month Report

May-2023

Unit	Year	Make/Model	VIN Last 5	Mileage as of 5/1	Mileage as of 6/1	Miles Driven	Current Use	Future Use	Comments
1	2013	Ford Explorer	40459	107754	107754	0	N/A	N/A	Not serviceable
2	2020	Dodge Durango	96952	54659	56982	2323	Patrol	Patrol	Fit for patrol duty
3	2021	Dodge Durango	64458	32193	33776	1583	Patrol	Patrol	Fit for patrol duty
4	2015	Ford Explorer	40976	88681	89876	1195	Patrol	Patrol	Fit for patrol duty
5	2021	Dodge Durango	64459	8400	10528	2128	Captain	Captain	Limited Use - Captain
7	2018	Ford Explorer	34004	28007	28721	714	Patrol	Patrol	Fit for patrol duty
8a	2017	Dodge Charger	86270	79954	81261	1307	Patrol	Patrol	Fit for patrol duty
9	2018	Ford Explorer	34003	39127	39642	515	Patrol	Patrol	Fit for patrol duty
10	2022	Dodge Ram Truck	95063	3536	4142	606	Chief	Chief	Limited Use - Chief
11	2003	Ford F150	64639	88012	88212	200	Animal Control	Animal Control	Limited Use - AC
12	2019	Dodge Durango	85335	30860	31118	258	Lieutenant	Patrol	Limited Use - Lieutenant
13a	2017	Dodge Charger	96163	93254	94175	921	Patrol	Patrol	Fit for patrol duty
14	2022	Dodge Ram Truck	95064	4679	5217	538	N/A	Patrol	Fit for patrol duty
15	2021	Dodge Durango	34002	22019	22019	0	Patrol	Patrol	Being Repaired
				Mileage Total:		12288			

**Lansing Public Works Department
Monthly Fleet Report**

Month May Year 2023

Vehicles

Year	Make	Model	License Plate #	Description	Mileage Starting	Mileage Ending	Miles Driven	Comments
2022	Dodge	Ram 2500	B3859	Pick-up	1,487	1,643	156	
1998	Ford	1/2 ton	48091	Pick-up	71,861	72,208	347	
2005	Sterling	LT 8500	64614	Dump Truck	61,826	62,041	215	
2007	Elgin	Crosswind J+	70295	Street Sweeper	-	-		In Shop
2017	Chevrolet	3500	88437	Pick-up Truck	35,215	-		In Shop
2011	International	7400	75269	Dump Truck	23,049	23,078	29	
2016	Ford	F350 4x4	88468	One-ton Dump Truck	20,042	20,395	353	
2013	Ford	Explorer	80551	SUV	79,181	80,447	1,266	
2019	Ford	Ecosport	A4358	SUV	10,315	10,498	183	KTag- KTA. 02497157
2020	Chevrolet	3500	A8914	One-ton Dump Truck	7,436	7,641	205	
2005	Mack	Granite	B0282	Dump Truck	45,396	54,885	9,489	
2005	Ford	Ranger	57932	LT- Pick-up Ext	52,484	52,542	58	

Equipment

Year	Make	Model		Description	Hours Starting	Hours Ending	Hours Used	Comments
1997	JD	770BH		Grader	5,177	5,177	0	
2004	IR	DD-24		Asphalt Roller	314	315	1	
2006	IR	185		Air Compressor	233	234	0	
1997	Bobcat	763		Skid Steer	2,349	2,353	4	
2014	Case	580 SNWT		Backhoe	1,986	2,001	15	
2002	Crafco	110		Crack Sealer	860	860	0	
2003	Kubota	L3710		Tractor	1,631	1,631	0	
2009	Case	465		Skid Steer	783	-	-	In Shop
2018	John Deere	5065E		Tractor	218	2339	0	
2018	Vermeer	BC1000		Chipper	15	15	0	
2022	Case	SV280B		Skidsteer	63	70	7	

May			
City Influent	29.24 MG	City Avg Daily	.911 MGD
LCF Influent	3.95 MG	LCF Daily Avg	0.127 MG
Total Biosolids	.800 MG	Precip	3.65 inches

Vehicles

Year	Make	Model	Description	Mileage Start	Mileage Ending	Miles Driven	Current Use	Comments
1999	Sterling	Vactor	Jet Truck	8521	8521	0	Collection System	
2012	Chevrolet	Tahoe	SUV	110821	111150	329	Ops/Maint.	
2019	Ford	F250	Pick Up Truck	10967	11033	66	Ops/Maint.	
2019	Ford	F250	Flatbed Truck	4415	4453	38	Ops/Maint.	
2023	Polaris	Ranger	Ops Utility	53	70.6	17.6	Operations	
2023	Polaris	Ranger	Maint Utility	0	0	0	Maintenance	added to fleet on 5/31/23
2005	Freightliner	M2106	Dump Truck	26717	26774	57	Biosolids Disposal	
Total						507.6		

Equipment

Year	Make	Model	Description	Hours Start	Hours Ending	Hours Used	Current Use	Comments
1991	Case	1825	Uni-Loader	992	992	0	Plant Activities	
1999	Sterling	Vactor	Jet Truck	229	229	0	Collection System	
2004	John Deere	7920	Tractor	1356	1357	1	Biosolids Disposal	
2005	Polaris	Ranger #1	Utility Vehicle	1502	1503	1	Operations	
2004	Case	621D	Loader	2542	2544	2	Operations	
2023	Polaris	Ranger	Ops Utility	11	15	4	Operations	
2023	Polaris	Ranger	Maint Utility	0	0	0	Maintenance	added to fleet on 5/31/23
2005	Polaris	Ranger #2	Utility Vehicle	1687	1692	5	Maintenance	
2006	JCB	531-70	Telehandler	701	701	0	Plant Activities	

City Administrator's Report

June 15, 2023

Agenda Items:

Chief Wayman will be presenting two of our officers an award for life saving actions.

LanDel is prepared to advertise for construction of the Town Center water line beginning in early July. LanDel's engineer has indicated a potential bid opening date of August 2nd. LanDel estimates approximately 90 days for construction of the water line. LanDel has agreed to assist with a percentage of the cost difference between an 8" line and 12" line. A motion to cooperate with LanDel Water District for the construction of a water line from 4H Road to West Mary Street along Center Drive for an amount not to exceed \$400,000 is requested. Funds for this project would come from the City's American Rescue Plan Act disbursement.

A purchase and sale agreement is on the agenda for Thursday evening. Lot 2 of the Lansing Towne Centre Replat is 4.44 acres and would be acquired for the purpose of constructing a new Tractor Supply Company in Lansing. Approval of this document does not finalize the land transfer, as a period of inspection and due diligence will soon commence by the buyer. This agreement requires Tractor Supply to be operational within 36 months of closing. This agreement also lays out a restrictive covenant agreement, which prohibits similar competitors from operating a retail store on adjacent lots.

Wastewater:

Geotech work for the McIntyre Interceptor Sewer Project is scheduled for mid-June. The Wastewater Director has been meeting with affected property owners to secure right of entry agreements to discuss the overall impact of the project. Valbridge Property Advisors were selected to perform easements appraisals for the project. It is anticipated to take 45 days for appraisals and an additional 90 days for easement/property acquisition. Property acquisition will be performed by city staff and Skeens Consulting Group. We believe to get the line to the Epic Estates property, the project would likely need to be in the \$2.2-\$2.3Million range, which would increase the City's match. We can utilize Wastewater Funds on hand for our share of the project. We can also potentially push back the Town Centre Sewer Replacement project to late 2024 as that improvement is not time sensitive. The next step for this project is to acquire easements or permission from landowners to perform geotechnical work to refine the cost estimate. Upon full completion, this project would extend sewers to McIntyre Road and include installation of nearly 9,500' of pipe.

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 Town Center sewer project could be postponed to late 2024 to provide resources for our match on the McIntyre sewer project.

Update on ARPA Funds:

The City currently has \$817,704.76 remaining in ARPA Funds. The funds need to be committed by 12-31-2024 and spent by 12-31-2026. A summary of the total amount received from the federal government, and what we have spent the funds on is below.

- \$1,823,526.76 American Rescue Plan Act Funds Received
- \$800,000 High Speed Internet in Lansing
- \$90,822 Sewer Improvements near Fairlane
- \$80,000 Sewer Improvements near First Terrace
- \$35,000 Economic Development Data (Buxton)
- \$817,704.76 remaining.

While there is currently \$817,704.76 in ARPA funds remaining. We have also had residential developers reach out to us regarding sewer lines to assist and promote residential growth. If we are striving to utilize our remaining ARPA funds, we also have at least one stormwater project along South Valley Drive that is near shovel ready.

Library:

The Summer Reading Program has kicked-off at the Library. It was a very successful first week. The Friends of the Library sponsored the KC Zoo and an ice cream social held on Saturday, June 3rd, with 130 people in attendance. The programs being offered are all filled to capacity. The library is collaborating with the six other libraries in the area to bring back the adult summer reading series, One Book Many Neighbors. The kickoff was on Wednesday, June 7th. We had 115 people in attendance. We are grateful to Lansing Police Officer TJ Lewis for his assistance with the program. Patrons in attendance thought Officer Lewis did a great job bringing real world insight to the short story, Avalon. The new staff are doing a wonderful job learning about the library and handling the increased usage of the library. In the first 8 days of June, we had 1,022 people visit the library. We typically have between 450 – 500 in the same time frame.

Public Works:

The K7/Eisenhower intersection project is substantially complete! Thanks to everyone who came out for the ribbon cutting on April 13th. This project will make the busiest intersection in Leavenworth County safer and will improve the flow of traffic. We are awaiting our final reimbursement from KDOT.



City of Lansing
800 First Terrace
Lansing, Kansas 66043

Work on the Southfork pipe liner is complete. The City is holding back the final payment until grass is established on the area torn up by construction.

A decorative light pole subcommittee composed of Mr. Clemons, Mr. Kirby, and staff have reviewed pole options for the Town Center project. A link to the preferred light pole is below.
<https://www.scgrp.com/products/decorative-luminaires/post-tops/acorns/k423-allentown>

Concrete work and mill & overlay are in full swing! We are hopeful the vast majority of the project will be complete by the time school begins in August.

Lawn restoration work continues. No right of way permits have been completed or closed at this time from either Clearwave or AT&T. Each company submitted a \$10,000 bid bond, so there is certainly an incentive for each company to restore soil within the right-of-way to preconstruction conditions. No permits will be released from bonds until soil restoration has been accepted.

Parks & Recreation:

Staff held a meeting with the aquatics design engineers in early May to review different layouts for the aquatics center. Due to existing drainage channels and the terrain, the civil construction cost to construct closer to the intersection is nearly double the cost further west, closer to Angel Falls Trail. This essentially means the City will get a better product with more features if we shift further west. Our citizen design advisory committee met on May 30th and is slated to meet again on June 13th to receive resident feedback on the design. The sales tax is slated to commence on July 1st, 2023. Although construction will not begin at that time, the City is beginning to receive invoices for design engineering.

YTD Sales Tax Update:

	2022 YTD	2023 YTD	Difference
Local Sales & Use Tax (1.45%)	\$852,584	\$890,198	\$37,614, 4.41%
County Sales Tax	\$411,072	\$402,266	-\$8,806, -2.14%
County Use Tax	\$155,913	\$155,991	\$78, .05%
Guest Tax	\$34,648	\$48,347	\$13,699, 39.54%

The .45% sales tax has generated \$275,961 in the first five months of 2023, on pace for \$662,321 in 2023. The new special sales tax for the pool will begin July 1, 2023, raising Lansing’s overall nonfood sales tax rate from 8.95% to 9.4%.

Community & Economic Development:

Construction of Take 5 Oil is progressing. While there may be minor delays, the City is working with the contractor to ensure adjacent property owners always have access to their property.

Steady progress has been made at 670 First Terrace (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 large commercial 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, tentatively scheduled for 6pm on July 6th.

Meetings & Announcements:

The inflationary increase from Waste Management went into effect during this billing cycle. This increase totaled \$.87/month for both regular and senior trash, for a total of \$10.44/year. Sewer re-averaging also takes effect during this month’s bill, which means some residents may have changes to their monthly bill based on how much water was used during the months of December, January, February, and March.

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 also has multiple openings for Police Officer (I/II).

The various leases of all copiers in the City were up for renewal. It was important to staff to ensure all copiers were all from the same company and on the same lease moving forward. After reviewing the costs of different copiers and having staff test out various machines, we will be transitioning to Kyocera copiers this summer.

- Wednesday, June 21st Planning Commission Meeting, 7:00pm, City Hall
- Thursday, June 29th City Council Work Session, 7:00pm, City Hall
 - 2024 Budget Construction & Review
- Saturday, July 1st Independence Day Celebration-Fireworks, Town Center
- Tuesday, July 4th Independence Day Holiday, City Offices Closed
- Thursday, July 6th City Council Meeting, 7:00pm, City Hall
 - Special Meeting, 6:00pm, Tour Fairlane Townhome
- Wednesday, July 19th Planning Commission Meeting, 7:00pm, City Hall
- Thursday, July 20th City Council Meeting, 7:00pm, City Hall
- Thursday, July 27th City Council Work Session, 7:00pm, City Hall



City of Lansing
800 First Terrace
Lansing, Kansas 66043

Sincerely,

Tim Vandall